



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 AUGUST 27, 2008 (Correspondence relating to upcoming legislation, appointments, petitions, etc)

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COMMUNICATIONS FOR DISTRIBUTION JULY 30, 2008 (Correspondence relating to upcoming legislation, appointments, petitions, etc)

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ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

NICHOLAS A. DEROSA
DIRECTOR OF HEALTH

ADMINISTRATION

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



Public Health
Prevent. Promote. Protect.



RE: 2008-385

August 13, 2008

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

Dear Mr. Fiorini:

Enclosed you will find two question and answer sheets regarding the Neighborhood Notification Law. The first from the perspective of the New York State Department of Environmental Conservation, the second from the perspective of the Oneida County Health Department.

These question and answer sheets may be of assistance to the Board of Legislators in their decision making process.

Please do not hesitate to contact me if I may be of additional assistance.

Sincerely,

Nicholas A. DeRosa
Director of Health

enclosures

cc: Anthony J. Picente, Jr., Oneida County Executive
Linda Dillon, County Attorney

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What is the Pesticide Notification Law?

The Neighbor Notification Law (NNL), formally known as Chapter 285 of the Laws of 2000, added Sections 33-1004 and 33-1005 to the Environmental Conservation Law. This law is further clarified in regulation 6 NYCRR Part 325 Section 41.

The Neighbor Notification Law and regulation are only effective in a County, or in New York City, that has adopted a local law to "opt into" the Neighbor Notification Law in its entirety and without any changes. As of January 1, 2008, the following have "opted in": Albany, Erie, Monroe, Nassau, Rockland, Suffolk, Tompkins, Ulster, and Westchester Counties, and New York City.

Once NNL is enacted the county has authority to enforce. There are no state dollars provided to counties that elect to adopt NNL. Rockland County no longer enforces the law due to budget cuts and the lack of personnel. The legal status and liability to a county for not enforcing NNL once adopted is not clear.

The main provisions of NNL are: display notification where pesticides are sold; commercial applicator notification 48 prior to application; specification of content for the notices; exceptions from NNL which include exemptions of specific pesticides and locations of application; specification of display marker for a 24 hour period following application; enforcement; and penalties.

How would adoption of NNL change practices performed by OCHD?

Currently OCHD refers the majority of complaints regarding pesticide application to the NYS DEC. If Oneida County adopts NNL, OCHD would be obligated to develop a system to educate the public, administer, and enforce NNL. OCHD would have to hire at least one additional employee to administer and enforce NNL. Initially for the first year, one or two seasoned OCHD would have to work with the new employee.

Adoption of NNL by Oneida County would place no application restrictions for pesticides on individuals. Application restrictions of pesticides along waterways or wetlands is regulated by the NYS DEC.

What would be the cost of implementation of NNL?

At least one additional staff person would need to be hired by OCHD. At least 80% of their time would be dedicated to NNL. Estimated costs: 0.80 FTEs for a Public Health Sanitarian. The remaining 0.20 FTE would be absorbed into other programs due to the seasonal nature of NNL. Salary: \$24,313.60; Fringe Benefits \$12,696.00; OTPS (administration, office space, phone, etc.): \$5,861; **Total \$42,870.60**. In addition, the County would have to absorb retirement benefits in associated with the incumbent of this position. Initially for the first year, one or two seasoned OCHD would have to work with the new employee. A database of commercial applicators and pesticide retailers would also have to be constructed. Initial cost for the **first year would approximate \$75,000**.

Neighbor Notification Law Fact Sheet

Questions and Answers about the New York State Neighbor Notification Law

1. Why did I receive notice of a pesticide application?

- You most likely received notice because your neighbor is having a commercial lawn application of a pesticide to their property, and you reside in a county that has adopted the New York State Neighbor Notification Law. To find out whether a county has adopted the law, you can either visit the New York State Department of Environmental Conservation (DEC) website listed at the end of Question 9 of this document, or contact the county government offices. The Neighbor Notification Law became effective on March 1, 2001, and requires that neighbors who reside in a New York State county that has opted into the law be informed, depending on the type of dwelling, 24 to 48 hours in advance of a pesticide application to an abutting property. The advanced notification is intended to provide neighbors time to take measures that may reduce their risk of exposure, if any, to the pesticides being applied if they so choose.

2. What is a pesticide?

- Pesticides are synthetic or naturally occurring substances used to kill or control pests such as insects, weeds, bacteria, fungi, and rodents. Repellents and growth regulators are also considered pesticides. Pesticide products often contain both "active" and "inert" ingredients. The chemical names of the "active" ingredients are identified on the label. As the name implies, "active" ingredients within the pesticide product are those materials that kill or control the target pest. "Inert" ingredients do not act directly on the target pest. They serve other functions such as helping to spread the active ingredient or making the active ingredient more effective. Both "active" and "inert" ingredients may have toxic properties.

3. Does the Neighbor Notification Law require prior notice for all commercial pesticide applications?

- No, certain commercial lawn pesticide applications are exempt from prior notice. Such exemptions include granular pesticide products and certain types of horticultural soaps or oils. The Neighbor Notification Law applies only to outdoor applications to ground, trees or shrubs. Fertilizers, when not combined with pesticides, are not regulated as pesticides and therefore not subject to notification.

4. Do these pesticide applications pose health risks?

- Pesticides generally have some toxic potential, so no pesticide should be considered as absolutely risk-free. Risk is a combination of the toxicity of a pesticide and one's exposure to that pesticide. The toxicity of a pesticide (active and inert ingredients) is determined by its chemical nature and how it works. Exposure is determined by how much of the pesticide you come in contact with and for how long. If

there is no exposure to a pesticide, there is no risk of adverse health effects regardless of the pesticide's toxicity. Properly applied lawn pesticides should pose minimal risks to those on neighboring properties because exposure, if any, to these individuals is expected to be minimal.

5. Are some people more at risk from pesticide exposure?

- People react differently to chemicals and some people may be particularly sensitive to one or more of the chemicals in certain pesticides. Uncontrollable factors, like a person's age, sex, genetic makeup, and/or general health condition, may impact his/her potential for experiencing health effects from exposure to a pesticide. When practical, children and pregnant women should take particular care to avoid exposures to pesticides and any other chemicals. Children's behavior, for example hand to mouth activity, could lead to greater exposures if the child is playing in an area where a pesticide application has occurred.

6. What is pesticide spray drift?

- Properly applied pesticides are not supposed to carry over to neighboring properties. However, for spray applications, there is always the potential that some of the pesticide could reach a bordering property. This movement of the pesticide through air **at the time** of application to unintended areas is called spray drift. Besides the physical characteristics of the pesticide being sprayed, a number of factors can influence the potential drift of a pesticide including wind conditions, application method (for example whether a pesticide is sprayed into trees or onto the ground), and the landscape of the area being sprayed.

Some pesticides contain chemicals with strong odors. In some cases these chemicals may be petroleum based, similar to paint thinner or kerosene, and can evaporate during and after use. However, any such odors should disappear after a short time depending on wind conditions, temperature, and the pesticide being applied.

7. How can I reduce my potential for exposure?

- If you feel that it is necessary and wish to reduce your potential for exposure, there are a few basic steps you can take as precautions before, during and after spraying, regardless of the specific pesticide being used.
 - If possible, remain inside or avoid the area near your neighbor's whenever spraying takes place and for a short time afterwards. This will reduce the likelihood of your breathing pesticides in air if any drift occurs. Once the spray has dried and any vapor has gone away, your likelihood of exposure to the pesticide should be greatly reduced.
 - Consider closing windows and doors and turning off window air conditioning units or close their vents to circulate indoor air

51

before spraying begins and keep closed until about 30 minutes after spraying.

- Consider bringing laundry, pet dishes, and small toys inside before spraying occurs.
- If possible, move or cover lawn furniture and play equipment that are near the neighboring property before spraying begins.

8. When can I use my yard again?

- You may choose to stay off your lawn until the application is complete. If any drift has occurred, residues may be present on some outdoor surfaces (e.g., areas near the neighbor's property) after spraying and should be avoided until the spray has dried or according to label requirements, which may be obtained from the National Pesticide Information Center at 1-800-858-7378.

9. Does the Neighbor Notification Law require residents to do anything when they apply pesticides on their own property?

- Yes, individuals who make residential lawn applications of pesticides to more than 100 square feet of property they own, lease, or rent must post visual notification markers around the pesticide application site. This is only required in the counties that have adopted the Neighbor Notification Law that relates to lawn applications. More information regarding homeowner and business compliance with the Neighbor Notification Law can be found in guidance documents developed by DEC. These documents can be found at the following website: <http://www.dec.ny.gov/chemical/8529.html>.

10. Where can I get more information?

- The pesticide label will provide specific information regarding warnings and use restrictions about the pesticide being applied. The pesticide applicator is bound by law to follow all directions written on the pesticide label. The label should be available from the pesticide applicator, or it can be accessed from the NYS Pesticide Product, Ingredient, and Manufacturer System (PIMS), maintained by the Cornell University/ Pesticide Management Education Program and the New York State Department of Environmental Conservation (DEC) at: <http://pmep.cce.cornell.edu/pims/>

Additional information regarding reducing your exposure to pesticides can be found at the following web addresses:

- U.S. Environmental Protection Agency, Health and Safety Fact Sheets - http://www.epa.gov/pesticides/factsheets/health_fs.htm
- National Pesticide Information Center, General Pesticide Information - <http://npic.orst.edu/gen.htm>
- The DEC Pest Management Information Brochure Series, which is the DEC's primary source of information on pest management and pesticide safety issues for New York State

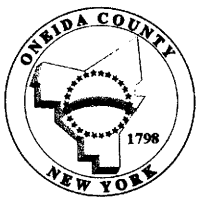
6.

residents, available at:

<http://www.dec.ny.gov/chemical/8531.html>

- The New York State Department of Health also has a brochure about reducing pesticide exposure available at the following address:
<http://www.health.state.ny.us/environmental/pests/reduce.htm>

You may also wish to call the New York State Department of Health, Center for Environmental Health at 1-800-458-1158.



COUNTY OF ONEIDA
OFFICE OF THE COUNTY EXECUTIVE

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

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UTICA, NEW YORK 13501
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FN 2008-388

August 19, 2008

**AIRPORT
WAYS & MEANS**

Oneida County Legislators.
800 Park Avenue
Utica, New York 13501

Dear Honorable Members:

This past week the Department of Aviation at Griffiss International Airport started working with the Airborne Warning and Control System (AWACS) as they perform their training missions over the east coast. This operation has been going smoothly so far and it appears it will be the economic boom as expected.

One area needs to be addressed in order to enable the Department of Aviation to supply all the fuel AWACS requires. It appears AWACS will be purchasing approximately 15,000 gallons of fuel a day for the next thirty two days. Unfortunately when the Department of Aviation Budget was submitted for 2008 it did not anticipate such a large volume of fuel would be needed. Therefore it is necessary to do a supplemental appropriation to cover these additional purchases. Fortunately, the cost will be reimbursed by fuel sales.

I therefore request your Board's approval for the following **2008** supplemental appropriation:

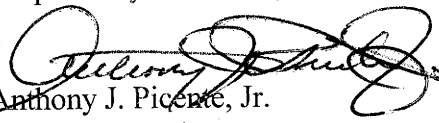
TO:
AA# A5620.457 Dept. of Aviation – Aviation Supplies for Resale \$1,900,000.

This appropriation will be fully supported by revenue in:

RA# A1791 Dept. of Aviation – Griffiss Fuel Sales & Services \$1,900,000.

I also respectfully request the Board act on this legislation at its next meeting on **August 27, 2008**.

Respectfully submitted,


Anthony J. Picente, Jr.
County Executive

AP:dmn
Attach.
CC: County Attorney
Comptroller
Budget
Department of Public Works
Department of Aviation

2008 AUG 22 AM 9:49
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8.

Oneida County Department of Aviation

Oneida County Airport at Griffiss Airfield (RME)

592 Hangar Road, Suite 200

Rome, New York 13441

ANTHONY J. PICENTE, JR.
County Executive

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

ROGER B. SORRELL, C.M.
Commissioner

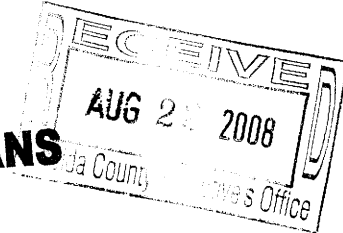
airport@ocgov.net

August 6, 2008

7/12/08 389

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

**AIRPORT
WAYS & MEANS**



Dear County Executive Picente,

Capital Project H-369, was amended to provide for the development and construction of Airport hangars. Also, Capital Project H-408 was established to continue for renovations to Building 100 (Phase II). The Department of Aviation is submitting the following Construction Administration Agreement with C&S Engineers, Inc. that provides for the construction phase of Building # 220 Hangar Improvements (H-369), Building #100 Improvements (H-408), New Corporate Hangar (H-369), and; New T-Hangars (H-369).

C&S Engineers as the design professionals will work closely with the selected construction manager. Approval of this agreement was received on July 30, 2008 from the Board of Acquisition of Acquisition and Contract. The Oneida County Board of Legislators (F.N. 2006-350, Res. No. 318) has approved C&S Engineers, Inc., as Oneida County's designated Airport Consultant.

The Department of Aviation recommends acceptance of this agreement with C&S Engineers for \$97,408.00 (\$24,665/H-408 and \$72,743/ H-369) to provide Construction Administration phase services. Please consider the enclosed agreement and if acceptable present to the Oneida County Board of Legislators for approval. These are important projects to the development of the airport and I respectfully request this agreement be acted on at their earliest opportunity. Should you have any question, please contact me. Thank you.

Sincerely,

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

RBS:wfa
Attach.

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

Anthony J. Picente, Jr.
County Executive

Date: 8/22/08

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Oneida County Department: Aviation

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators Contract Summary

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

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

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

Summary Statements:

1) Narrative Description of Proposed Services:

Provide Professional Construction Administration Services of the renovations to Bldg 100, Bldg 220 Hangar & Corporate & new T-Hangars. C&S will work closely with the selected Construction Manager.

2) Program/Service Objectives and Outcomes:

Redevelopment of Griffiss Airfield for aviation and economic development purposes.

3) Program Design and Staffing Level:

N/A

Total Funding Requested: **\$97,408.00**

Oneida County Department Funding Recommendation: **\$97,408.00** Account # **H-408/369**

Proposed Funding Source: Federal \$0 State \$0 County \$97,408.00

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

Past Performance Data: **N/A**

Oneida County Department Staff Comments: **Approved by Acquisition & Contract 7/30/08.**

COST PLUS FIXED FEE

CONSULTANT AGREEMENT

FOR

CONSTRUCTION & ADMINISTRATION

OF THE

**BUILDING 220 & BUILDING 100 RENOVATIONS,
CORPORATE HANGAR AND T-HANGAR DEVELOPMENT
PROJECT**

AT

GRIFFISS AIRFIELD AIRPORT

ONEIDA COUNTY, NEW YORK

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A.

**COST PLUS FIXED FEE CONSULTANT AGREEMENT
FOR
CONSTRUCTION ADMINISTRATION**

**PROJECT: BUILDING 220 & BUILDING 100 RENOVATIONS, CORPORATE HANGAR AND T-HANGAR
DEVELOPMENT
GRIFFISS AIRPORT**

This Agreement, made effective this _____ day of _____, 200__, is by and between the Oneida County, a New York municipal corporation (hereinafter referred to as the "SPONSOR"), and C&S Engineers, Inc., a New York business corporation having its principal offices at 499 Col. Eileen Collins Boulevard, Syracuse, New York 13212 (hereinafter referred to as the "CONSULTANT").

WITNESSETH: That the SPONSOR and the CONSULTANT, for and in consideration of the mutual obligations set forth herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, agree as follows:

ARTICLE 1—DESCRIPTION OF SERVICES TO BE PERFORMED

The SPONSOR hereby retains the CONSULTANT because of its ability and reputation, and the CONSULTANT accepts such retention, to perform for the SPONSOR the services of the Project more particularly described in Schedule(s) "A", which is attached hereto and made a part hereof (the "Basic Services").

ARTICLE 2—PROVISION FOR PAYMENT – TIME FOR PERFORMANCE

A. Basis for Payment—The SPONSOR shall pay the CONSULTANT, and the CONSULTANT shall accept, as full compensation for the performance by the CONSULTANT of the Basic Services under this Agreement, the following:

Item I: Direct Technical Salaries of all employees assigned to the Project on a full-time basis for all or part of the term of this Agreement, plus properly allocable partial salaries of all employees working part-time on the Project, all subject to audit. Overtime in accordance with the terms of this Agreement shall be charged under this Item.

The cost of Principals' salaries (or allowable portion thereof) included in Direct Technical Salaries during the period that they are working specifically on the Project (productive time) are eligible if their comparable time is also charged directly to other projects in the same manner. Otherwise, Principals' salaries are only eligible as an overhead cost.

Item II—Actual Direct Nonsalary Costs incurred during the term of this Agreement, as defined in Schedule(s) "B", which is attached hereto and made a part hereof, all subject to audit.

Item III—Overhead Allowance based on agreed upon overhead during the term of this Agreement, as set forth in Schedule "C", which is attached hereto and made a part hereof.

13.

Item IV—Fixed Fee—A negotiated lump sum fee, which in this Agreement shall equal \$12,705. This Fixed Fee is not subject to audit, and is not subject to review or modification unless the SPONSOR determines that such review or modification is justifiable and advisable.

A summary of the monies due the CONSULTANT under Items I, II, III, and IV is set forth in Schedule(s) "B".

Item V—In the event of any claims being made or actions being brought against the Project, the CONSULTANT agrees to render assistance to the SPONSOR in responding to the claim or action. Such assistance, and the costs associated therewith, shall be an Additional Service as described in Article 11 hereof.

- B. Partial Payments**—The CONSULTANT shall be paid in monthly progress payments based on actual allowable costs incurred during the month in accordance with Section "A" of this Article. Monthly invoices shall clearly identify the costs of the services performed. A percentage of the Fixed Fee described in Section "A", Item IV, of this Article shall be paid with each monthly progress payment. The percentage to be used in calculating the monthly payment under Section "A", Item IV, shall equal the ratio of the costs expended during the billing period to the maximum amount payable (exclusive of Fixed Fee) allocated to fulfill the terms of this Agreement as established herein.

Accounts of the CONSULTANT shall clearly identify the costs of the services performed under this Agreement and may be subject to periodic and final audit by the SPONSOR, the New York State Department of Transportation (NYSDOT), and the Federal Aviation Administration (FAA). Such an audit shall not be a condition for making partial payments.

- C. Final Payment**—Payment of the final invoice shall be made upon completion and acceptance of the Project by the SPONSOR, the NYSDOT, and the FAA.

The maximum amount payable under this Agreement, including the CONSULTANT's fixed fee, shall be \$97,408 unless there is a substantial change in the scope, complexity, character, or duration* of the Basic Services.

*Duration is applicable to construction observation only.

Execution of this Agreement by the SPONSOR and the CONSULTANT constitutes the SPONSOR's written authorization to the CONSULTANT to proceed as of the above-written date with the performance of Basic Services as set forth in Schedule(s) "A". The estimated time for completion of the Basic Services under this Agreement, subject to the provisions of the following paragraph and of Articles 12, 13 and 23 hereof, shall be as recorded in Schedule(s) "A".

If the SPONSOR fails to make any payment due the CONSULTANT for services and expenses within forty-five (45) days after receipt of the CONSULTANT's invoice therefor, then the amounts due the CONSULTANT shall be increased at the rate of 1.5% per month from said forty-fifth (45th) day. Payments will be credited first to principal and then to interest. Additionally, the CONSULTANT may, after giving seven (7) days' notice to the SPONSOR, suspend services under this Agreement until the invoice is paid. Upon payment in full by the SPONSOR, the CONSULTANT shall resume performance or furnishing of services under this Agreement, and the time schedule set forth in Schedule(s) "A" and compensation set forth in Schedule(s) "B" hereto shall be equitably adjusted to compensate for the period of suspension.

14.

ARTICLE 3—STANDARD OF CARE, STANDARD PRACTICES, AND REQUIREMENTS

The standard of care for all engineering and related services performed or furnished by the CONSULTANT under this Agreement shall be the care and skill ordinarily used by members of the CONSULTANT's profession practicing under similar conditions at the same time and in the same locality. Before beginning to perform or furnish any service hereunder, the CONSULTANT shall ascertain the standard practices of the SPONSOR, the New York State Department of Transportation (the "NYSDOT"), and the Federal Aviation Administration (the "FAA"), if any, for projects of a type similar to this Project. Where the CONSULTANT deems it practicable to do so, the services to be provided or furnished under this Agreement shall be performed in accordance with these standard practices as long as they are consistent with the standard of care. If any of these standard practices are inconsistent with the CONSULTANT's standard of care or are in conflict with one another, or if strict adherence to the same is impossible or undesirable, then the CONSULTANT's services may vary or deviate from such standards.

ARTICLE 4—ENTIRE AGREEMENT

This Agreement, with its accompanying Schedule or Schedules, constitutes the entire agreement between the SPONSOR and the CONSULTANT with respect to its subject matter, and supersedes any prior agreement, whether written or verbal, with respect to that subject matter. This Agreement may be amended or modified only by written instrument signed by the SPONSOR and the CONSULTANT.

ARTICLE 5—TAXES, ROYALTIES, AND EXPENSES

The CONSULTANT shall pay all taxes, royalties, and expenses incurred by the CONSULTANT in connection with performing its services under this Agreement, unless otherwise provided in Article 2.

ARTICLE 6—CONSULTANT LIABILITY

To the fullest extent permitted by law, the CONSULTANT shall indemnify the SPONSOR against, and hold it harmless from, any suit, action, actual damage, and cost resulting solely from the negligent performance of services or omission of the CONSULTANT under this Agreement, up to the limits of any available insurance. Negligent performance of services, within the meaning of this Article, shall include, in addition to negligence founded upon tort, negligence based upon the CONSULTANT's failure to meet professional standards and resulting in obvious or patent errors in the services performed hereunder.

Nothing in this Article or in this Agreement shall create or give to third parties any claim or right of action against the CONSULTANT or the SPONSOR beyond such as may legally exist irrespective of this Article or this Agreement.

ARTICLE 7—LABOR LAW REQUIREMENTS

The CONSULTANT, and any subconsultant or subcontractor retained by it in connection with the performance or furnishing of services under this Agreement, shall comply with the requirements of state or federal statutes, regulations, or orders applicable to the employment of employees, as set forth in Schedules "H" and "I", which are attached hereto and made a part hereof.

The SPONSOR recognizes that the CONSULTANT will be required by the New York State Department of Labor (the "NYSDOL") to compensate its personnel performing field survey work in accordance with applicable

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state wage rates in effect at the same time services are performed. The SPONSOR understands that the CONSULTANT has no control over these labor rates and their periodic increases. Therefore, the SPONSOR agrees to compensate the CONSULTANT for field survey services included as a part of this Agreement in accordance with the NYSDOL Prevailing Rate Schedule, which is incorporated by reference into this Agreement. Furthermore, the SPONSOR shall compensate the CONSULTANT for all increases in labor costs, including applicable overhead and profit, when those increases occur by direction of the NYSDOL. Billings for, and payments by the SPONSOR of, these increases will take place routinely in accordance with the appropriate terms of this Agreement and these increases will be paid as an additional cost over and above the agreed amount.

ARTICLE 8—NONDISCRIMINATION PROVISIONS

During the performance of its services under this Agreement, the CONSULTANT, and any subconsultant, subcontractor, or vendor retained by it, shall comply with the nondiscrimination requirements set forth in Schedules "H" and "I" hereto, as applicable to this Project.

The CONSULTANT will include the provisions of Schedules "H" and "I" in every subconsultant agreement, subcontract, or purchase order in such a manner that such provisions will be binding upon each subconsultant, subcontractor, or vendor as to operations to be performed within the State of New York. The CONSULTANT will take such action in enforcing such provisions of such subconsultant agreement, subcontract, or purchase order as the SPONSOR may direct, including sanctions or remedies for non-compliance. If the CONSULTANT becomes involved in or is threatened with litigation by a subconsultant, subcontractor, or vendor as a result of such direction by the SPONSOR, the CONSULTANT shall promptly so notify the SPONSOR's legal counsel, requesting such counsel to intervene and protect the interests of the SPONSOR.

ARTICLE 9—WORKER'S COMPENSATION AND LIABILITY INSURANCE

The CONSULTANT agrees to procure and maintain at its own expense, and without direct expense to the SPONSOR, until final acceptance by the SPONSOR of the services covered by this Agreement, insurance of the kinds and in the amounts hereafter provided, written by insurance companies authorized to do business in the State of New York. Before commencing the performance of services hereunder, the CONSULTANT shall furnish the SPONSOR a certificate or certificates, in form satisfactory to the SPONSOR, showing that it has complied with this Article, which certificate or certificates shall provide that the policies shall not be changed or canceled until thirty (30) days' written notice has been given to the SPONSOR. The kinds and amounts of insurance required are as follows:

- A. Policy or policies covering the obligations of the CONSULTANT in accordance with the provisions of any applicable worker's compensation or disability benefits law, including for the State of New York Chapter 41, Laws of 1914, as amended, known as the Workers' Compensation Law, and amendments thereto, and Chapter 600 of the Laws of 1949, as amended, known as the Disability Benefits Law, and this Agreement shall be void and of no effect unless the CONSULTANT procures such policy or policies and maintains the same in force during the term of this Agreement.
- B. Policy or policies of commercial general liability insurance, with broad form endorsement covering, among other things, the CONSULTANT's obligation under Article 6 hereof, with limits of liability of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injury, including death at any time resulting therefrom sustained by one (1) person in any one (1) accident; and, subject to that limit for each person; not less than Three Million Dollars (\$3,000,000) for all damages arising out of bodily injury, including death at any time resulting therefrom, sustained by two (2) or more persons in any one (1) accident; and not less than One Million Dollars (\$1,000,000) for all damages arising out of injury to or destruction of property in any one (1) accident, and, subject to that limit per

10'

accident, not less than Three Million Dollars (\$3,000,000) for all damages arising out of injury to or destruction of property during the policy period.

1. Liability insurance issued to and covering the liability of the CONSULTANT's subconsultants and subcontractors, having the same policy limits as those set forth above, with respect to all services or work performed by said subconsultants or subcontractors under this Agreement.
2. Protective liability insurance issued to and covering the liability of the CONSULTANT with respect to all services under this Agreement performed for the CONSULTANT by subconsultants or subcontractors.
3. Professional liability insurance issued to and covering the liability of the CONSULTANT with respect to all professional services performed by it under this Agreement.

The SPONSOR, the NYSDOT, and the FAA shall be named as additional insureds, as their interests may appear, under the insurance coverages described in Paragraph B above, except for the coverage described in Subparagraph (3), which coverages shall be subject to all of the terms, exclusions, and conditions of the applicable policy.

ARTICLE 10—ASSIGNMENT REQUIREMENTS

The CONSULTANT specifically agrees that:

- A. It is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Agreement or of its right, title, or interest herein, or its power to execute this Agreement, to any other person, company, or corporation without the previous consent in writing of the SPONSOR, the Commissioner of the NYSDOT, and the FAA.
- B. If this provision of the Agreement is violated, the SPONSOR may terminate this Agreement for cause in accordance with the provisions of Article 12. Furthermore, the SPONSOR shall be relieved from any liability and obligation hereunder to the person, company, or corporation to whom the CONSULTANT shall assign, transfer, convey, sublet, or otherwise dispose of this Agreement in violation of the foregoing paragraph (A), and such transferee shall forfeit and lose all monies assigned to it under this Agreement, except so much as may be required to pay its employees.

ARTICLE 11—ADDITIONAL SERVICES

If authorized in writing by the SPONSOR through a Supplemental Agreement, the CONSULTANT shall furnish or obtain from others any service that is beyond the scope of Schedule(s) "A" ("Additional Services"). The scope and time for performance of, and payment from the SPONSOR to the CONSULTANT for, any Additional Services (which shall be on the basis set forth in Schedule(s) "B") shall be set forth in such Supplemental Agreement.

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accordance with this Agreement for all such services performed or furnished by the CONSULTANT and its subconsultants, subcontractors, or vendors through the completion of such phase shall constitute total payment for such services. The CONSULTANT shall also be paid for all unpaid Additional Services and unpaid Reimbursable Expenses, as well as for the CONSULTANT's reasonable expenses directly attributable to termination in accordance with the rates for Additional Services set forth in Schedule(s) "B" measured from the date of termination, including fair and reasonable sums for overhead and profit and the costs of terminating the CONSULTANT's contracts with its subconsultants, subcontractors, or vendors.

2. For convenience

- a. If the SPONSOR terminates this Agreement for convenience upon completion of any phase of Basic Services, then progress payments due the CONSULTANT in accordance with this Agreement for all such services performed by or furnished through the CONSULTANT through the completion of such phase shall constitute total payment for such services. If the SPONSOR terminates this Agreement for convenience during any phase of Basic Services, the CONSULTANT will also be paid for such services performed or furnished in accordance with this Agreement by the CONSULTANT during that phase through the date of termination on the basis specified in Schedule(s) "B". Additionally, the CONSULTANT will be paid for the charges of its subconsultants, subcontractors, or vendors who performed or furnished Basic Services through the effective date of termination. The SPONSOR shall also pay the CONSULTANT for all unpaid Additional Services and unpaid Reimbursable Expenses, as well as for the CONSULTANT's reasonable expenses directly attributable to termination in accordance with the rates for Additional Services set forth in Schedule(s) "B" measured from the date of termination, including fair and reasonable sums for overhead and profit and the costs of terminating the CONSULTANT's contracts with its subconsultants, subcontractors, or vendors.

ARTICLE 13—SUSPENSION OF SERVICES

If the CONSULTANT's services hereunder are delayed or suspended, in whole or in part, by the SPONSOR for more than thirty (30) calendar days, consecutively or in the aggregate, through no fault of the CONSULTANT, then the CONSULTANT shall be entitled to equitable adjustments of rates and amounts of compensation to reflect, among other things, reasonable costs incurred by the CONSULTANT in connection with the delay or suspension and reactivation and the fact that the time for performance of the CONSULTANT's services hereunder has been revised. If the delay or suspension persists for more than ninety (90) days, consecutive or in the aggregate, then the CONSULTANT may consider the Project to have been abandoned by the SPONSOR and may terminate this Agreement for cause.

Upon the SPONSOR's resumption of its Project, and if the CONSULTANT has not terminated this Agreement for cause, the CONSULTANT shall resume its services under this Agreement until the services are completed and accepted, subject to any adjustment in the rates set forth in Schedule(s) "B" because of the passage of time.

ARTICLE 14—INTERCHANGE OF DATA

During the performance of this Agreement, all technical data in regard to the Project whether (a) existing in the office of the SPONSOR or (b) existing in the office of the CONSULTANT, shall be made available to the other party to this Agreement without expense to such other party.

ARTICLE 15—DISPOSITION OF PROJECT DOCUMENTS

At the time of completion of its services and upon payment in full therefor, the CONSULTANT shall make available to the SPONSOR copies of documents prepared as the result of this Agreement. These documents shall then become the property of the SPONSOR and the maintenance of the data therein shall be the sole responsibility of the SPONSOR. Any reuse of the documents by the SPONSOR or others on extensions of the Project, or on any other project, without written verification or adaptation by the CONSULTANT and its subconsultants, subcontractors, or vendors, as appropriate, for the specific purpose intended will be at the SPONSOR's sole risk and expense and without liability or legal exposure to the CONSULTANT or its subconsultants, subcontractors, or vendors. The SPONSOR shall indemnify the CONSULTANT, its subconsultants, subcontractors, and vendors against, and hold them harmless from, all claims, damages, losses, and expenses (including reasonable expert and attorneys' fees) arising out of or resulting from such reuse.

In the event that this Agreement is terminated for any reason, then within ten (10) days after such termination, the CONSULTANT shall make available to the SPONSOR all data and material prepared under this Agreement, including cover sheets, in accordance with and subject to the terms of the above paragraphs.

ARTICLE 16—CODE OF ETHICS

The CONSULTANT specifically agrees that this Agreement may be canceled or terminated if any service under this Agreement is in conflict with the provisions of Section 74 of the New York State Public Officers' Law, as amended, and Schedule "G", which is attached hereto and made a part hereof.

ARTICLE 17—INDEPENDENT CONTRACTOR

The CONSULTANT, in accordance with its status as an independent contractor, shall conduct itself consistent with such status; shall neither hold itself out as nor claim to be an officer or employee of the SPONSOR by reason hereof; and shall not, by reason hereof, make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the SPONSOR, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

ARTICLE 18—PATENT RIGHTS AND COPYRIGHTS

Any patentable result arising out of this Agreement, as well as all information, designs, specifications, know-how, data, and findings, shall be made available without cost to the State of New York or its licensees and the FAA for public use. No material prepared in connection with this Project shall be subject to copyright. The State and the FAA shall have the right to publish, distribute, disclose, or otherwise use any material prepared under this Project, subject to the provisions of Article 15 hereof.

ARTICLE 19—NOT USED

ARTICLE 20—NOT USED

19.

ARTICLE 21—MISCELLANEOUS

- A. The CONSULTANT shall require all persons employed to perform services hereunder, including its subconsultants or subcontractors, vendors, agents, officers, and employees, to comply with applicable laws in the jurisdiction in which the Project is located.
- B. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.
- C. By execution of this Agreement, the CONSULTANT represents that it has not paid, and also agrees not to pay, any bonus or commission for the purpose of obtaining any approval of this Agreement.
- D. Any notice required under this Agreement shall be in writing, addressed to the appropriate party at the address set forth above (as modified in writing from time to time by such party), and shall be given personally; by registered or certified first-class mail, postage prepaid and return receipt requested; by facsimile transmission, with confirmation of receipt; or by a nationally-recognized overnight courier service, with proof of receipt. Notice shall be effective upon the date of receipt. For purposes of this Agreement, failure or refusal to accept receipt shall constitute receipt nonetheless. Either party may change its address for notice by giving notice to the other in accordance with the terms of this paragraph.
- E. This Agreement, and the interpretation and enforcement of the provisions hereof, is governed by the laws of the State of New York.

ARTICLE 22 — SUBCONSULTANTS/SUBCONTRACTORS

All subconsultants and subcontractors performing services for or work on this Project shall be bound by the same required provisions of this Agreement as is the CONSULTANT. As set forth above, all agreements between the CONSULTANT and a subconsultant, subcontractor, or vendor shall include all standard required contract provisions, and such agreements shall be subject to review by the NYSDOT and the FAA.

ARTICLE 23 — FORCE MAJEURE

Any delay in or failure of performance of any party to this Agreement shall not constitute a default under this Agreement nor give rise to any claim for damage, if and to the extent such delay or failure is caused by occurrences or events beyond the control of the party affected, including, but not limited to, acts of God; expropriation or confiscation of facilities or compliance with any order or request of government authority, affecting to a degree not presently existing, the supply, availability, or use of personnel or equipment; loss of utility services; blizzard; flood; fire; labor unrest; strikes; war; riot; or any cause the party is unable to prevent with reasonable diligence. A party who is prevented from performing for any reason shall immediately notify the other in writing of the reason for the nonperformance and the anticipated extent of any delay. Additionally, if the delay resulting from any of the foregoing increases the cost of or time required by Consultant to perform its services hereunder in an orderly and efficient manner, then Consultant shall be entitled to an equitable adjustment in schedule and/or compensation.

ARTICLE 24 — DISPUTE RESOLUTION

- A. SPONSOR and the CONSULTANT agree to negotiate in good faith for a period of thirty (30) days from the date of notice of disputes between them prior to exercising their right under the following paragraph. The thirty-day (30) period may be extended upon mutual agreement of the parties.
- B. If any dispute cannot be resolved pursuant to the above paragraph, and only if mutually agreed by SPONSOR and CONSULTANT, said dispute and all unsettled claims, counterclaims, and other matters in question between them arising out of or relating to this Agreement or the breach of any provision hereof ("disputes") shall be submitted to mediation by a mediator, to be selected by the parties jointly, prior to a party initiating a legal action against the other, unless initiating mediation would irrevocably prejudice one of the parties. It is the intention of the parties that any agreement reached at mediation become binding. The cost of mediation shall be shared equally between the parties.

IN WITNESS WHEREOF, this Agreement has been executed by the SPONSOR, acting by and through the County Executive, who has caused the seal of his or her office to be affixed hereto, and by the CONSULTANT, acting by and through a duly-authorized officer, effective the day and year first above-written, subject to the approval of the Commissioner of the NYSDOT, the State Comptroller, and the FAA.

SPONSOR
ONEIDA COUNTY

CONSULTANT
C&S ENGINEERS, INC.

By: _____
Anthony J. Picente

By: _____
Jeffrey D. Palin, P.E.

Title: County Executive

Title: Manager, Facilities Services Group

Date: _____

Date: 6/17/08

21.

SCHEDULE A

SCOPE OF WORK

Project Title: BUILDING 220, BUILDING 100 RENOVATION CORPORATE HANGAR AND T-HANGAR DEVELOPMENT
Airport Name: GRIFFISS AIRFIELD
Services Provided: CONSTRUCTION ADMINISTRATION

Project Description:

The CONSULTANT shall provide the following services, including construction contract administration and full-time construction observation, during construction of the Building 220, Building 100 Renovation Corporate Hangar and T-Hangar Development.

The Project generally includes renovations and energy related improvements to Building 100, conversions of Building 220 to an Aircraft Maintenance Hangar, construction of a New Corporate Storage/Office Hangar and development of T-hangars.

Services to be provided by the CONSULTANT shall include the following:

CONSTRUCTION CONTRACT ADMINISTRATION PHASE

The Construction Contract Administration Phase shall consist of observation of the construction to become generally familiar with the progress and quality of the Contractor's work to determine if the work is proceeding in general conformity with the Contract Documents. In addition, the CONSULTANT shall aid the SPONSOR by acting as its liaison and Project coordinator with the NYSDOT and the FAA during the construction of the Project. Construction Contract Administration includes the following services:

1. Provide consultation and advice to the SPONSOR during construction, including the holding of a pre-construction conference, [bi-weekly] construction coordination meetings, and other meetings required during the course of construction. Prepare and distribute minutes of all meetings.
2. Review, approve, or take other appropriate action on all Contractor-required submittals, such as construction schedules and phasing programs, shop drawings, product data, catalog cuts, and samples.
3. Review alternative construction methods proposed by the Contractor and advise the SPONSOR of the impact of these methods on the schedule and quality of the Project.
4. Prepare supplemental drawings and change orders necessary to execute the work properly within the intended scope. Assist the SPONSOR in resolving contractor claims and disputes.
5. Provide interpretation of the Contract Document requirements and advise the Contractor of these on behalf of the SPONSOR when necessary.
6. Conduct pre-final and final inspections of the completed Project.
7. Provide assistance to the SPONSOR as a witness in any litigation that may arise from the development or construction of the Project. Payment for this service will be as stated in Article 2(A), Item V, of the CONSULTANT Agreement for the Project, of which this Schedule forms a part.

The CONSULTANT agrees to perform the services in the Construction Administration Phase of this Project during the construction contract period, estimated to be as follows:

Pre-Construction: Sr. Project Engineer, 5 days
 Program Manager, 3 days

Construction: Sr. Project Engineer, 48 wks @ 4 hrs/week
 Program Manager, 48 wks @ 1 hr/week

Post-Construction: Sr. Project Engineer, 40 hours
 Program Manager, 16 hours

END OF SCHEDULE

23.



**ARCHITECTURAL/ENGINEERING
COST SUMMARY
SCHEDULE "B"
CONSTRUCTION ADMINISTRATION
PHASE**

PROJECT NAME: Bldg 220, bldg 100 renovations, corporate hangar & t hangar development
 PROJ DESCRIPTION provide construction administration services

DATE: 13-Jun-08
 A/E: C & S ENGINEERS, INC.
 PROJECT NO: 146
 C&S CONTACT: RN

CLIENT: Oneida County
 CLIENT MANAGER: Ralph Napolitano

I. DIRECT SALARY COSTS:

TITLE	MAXIMUM RATE OF PAY (\$/HR)	AVERAGE RATE OF PAY (\$/HR)	@	HOURS	COST
A. SERVICE GROUP MANAGER	\$73.20	\$63.30	X	8	\$506.00
B. DEPARTMENT MANAGER	\$63.30	\$48.30	X	88	\$4,250.00
C. MANAGING ENGINEER	\$45.50	\$44.10	X	0	\$0.00
D. CHIEF ENGINEER	\$45.00	\$43.00	X	0	\$0.00
E. SENIOR PROJECT ENGINEER	\$39.90	\$35.90	X	272	\$9,765.00
F. PROJECT ENGINEER	\$38.10	\$32.50	X	200	\$6,500.00
G. ENGINEER	\$34.10	\$31.60	X	200	\$6,320.00
H. STAFF ENGINEER	\$28.40	\$24.70	X	120	\$2,964.00
I. SENIOR DESIGNER	\$34.10	\$29.40	X	0	\$0.00
J. DESIGNER	\$28.40	\$22.60	X	0	\$0.00
K. CADD OPERATOR	\$20.30	\$18.70	X	0	\$0.00
L. ADMINISTRATIVE ASSISTANT	\$22.50	\$18.70	X	80	\$1,496.00
M. GRANTS ADMINISTRATOR	\$33.60	\$30.20	X	0	\$0.00
N. MANAGER AIRPORT PLANNING	\$50.80	\$48.80	X	0	\$0.00
O. SENIOR PLANNER	\$50.90	\$40.10	X	0	\$0.00
P. PLANNER	\$35.70	\$33.10	X	0	\$0.00
Q. STAFF PLANNER	\$27.30	\$25.20	X	0	\$0.00
R. SENIOR PROJECT ARCHITECT	\$37.30	\$34.40	X	0	\$0.00
S. PROJECT ARCHITECT	\$31.50	\$29.90	X	0	\$0.00
T. MANAGING GEOLOGIST (SOILS ENG)	\$47.70	\$45.60	X	0	\$0.00
U. GEOLOGIST	\$22.90	\$21.50	X	0	\$0.00
V. ENVIRONMENTAL SCIENTIST	\$29.40	\$25.80	X	0	\$0.00
W. SENIOR CONSTRUCTION SUPERVISOR	\$56.70	\$54.60	X	0	\$0.00
X. CONSTRUCTION SUPERVISOR	\$45.50	\$44.10	X	0	\$0.00
Y. RESIDENT ENGINEER	\$39.80	\$37.90	X	0	\$0.00
Z. CHIEF INSPECTOR	\$31.50	\$29.90	X	0	\$0.00
AA. SENIOR INSPECTOR	\$28.10	\$24.20	X	0	\$0.00
BB. INSPECTOR	\$28.40	\$25.20	X	0	\$0.00
CC. JUNIOR INSPECTOR	\$17.90	\$16.80	X	0	\$0.00
DD. SENIOR TECHNICAL ADMINISTRATOR	\$26.80	\$25.20	X	0	\$0.00
EE. PARTY CHIEF	\$48.90	\$46.80	X	0	\$0.00
FF. INSTRUMENT MAN	\$46.10	\$44.00	X	0	\$0.00
GG. RODMAN	\$46.10	\$44.00	X	0	\$0.00

TOTAL ESTIMATED DIRECT SALARY COST: \$31,801.00

II. OVERHEAD EXPENSES & PAYROLL BURDEN PER SCHEDULE "C" -

(AUDITABLE, ESTIMATED AND EXPRESSED AS A PERCENTAGE
 OF DIRECT SALARY COST):

160.00% \$50,882.16

III. SUBTOTAL OF ITEMS I & II:

\$82,683.16

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IV. ESTIMATE OF DIRECT EXPENSES:

A.	TRAVEL, BY AUTO:	40 TRIPS @	100 MILES/TRIP @	\$0.505	=	\$2,020.00
B.	TRAVEL, BY AIR:	0 TRIPS @	0 PERSONS @	\$0.00	=	\$0.00
C.	PER DIEM:	0 DAYS @	0 PERSONS @	\$109.00	=	\$0.00
D.	LEGAL STENOGRAPHER:				=	\$0.00
E.	MISCELLANEOUS:				=	<u>\$0.00</u>

TOTAL ESTIMATE OF DIRECT EXPENSES: \$2,020.00

V. FIXED FEE (PROFIT, LUMP SUM):

A.	LABOR PLUS OVERHEAD:	15%	(OF III.)	\$12,402.00
B.	DIRECT EXPENSES:	15%	(OF IV.)	<u>\$303.00</u>

TOTAL FIXED FEE: \$12,705.00

VI. TOTALS:

A. ESTIMATE OF MAXIMUM TOTAL COST FOR PLANNING SERVICES, AGREEMENT TOTAL & FAA ELIGIBLE: \$97,408.00

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C&S ENGINEERS, INC
PROJECTED ALLOWABLE OVERHEAD
FYE 12/31/08

SALARY OVERHEAD (PAYROLL BURDEN)

Vacation & Holiday

Sick & Personal

FICA Taxes

U. E. Taxes

WC Insurance

Group Insurance

Bonus

Employee Benefits

Payroll Preparation

TOTAL SALARY OVERHEAD

GENERAL & ADMINISTRATIVE OVERHEAD

Indirect Labor

Clerical & Administrative

Project Development

Meetings Conventions & Education

Office Supplies & Equipment Leases

Travel & Auto Expenses

Insurance

Depreciation

Rent, Janitorial

Utilities

Telephone

Dues & Fees

Workshops, Seminars, & Education

Legal & Accounting

TOTAL GENERAL & ADMINISTRATIVE

TOTAL ALLOWABLE OVERHEAD

TOTAL DIRECT LABOR

TOTAL PAYROLL

DIRECT LABOR %

26.



**ARCHITECTURAL/ENGINEERING
COST SUMMARY
SCHEDULE "B"
CONSTRUCTION ADMINISTRATION
PHASE**

PROJECT NAME: Bldg 1000 renovations
 PROJ DESCRIPTION provide construction administration services

DATE: 11-Jul-08
 A/E: C & S ENGINEERS, INC.
 PROJECT NO: 146
 C&S CONTACT: RN

CLIENT: Oneida County
 CLIENT MANAGER: Ralph Napolitano

I. DIRECT SALARY COSTS:

	TITLE	MAXIMUM RATE OF PAY (\$/HR)	AVERAGE RATE OF PAY (\$/HR)	@	HOURS		COST
A.	SERVICE GROUP MANAGER	\$73.20	\$63.30	X	2	=	\$127.00
B.	DEPARTMENT MANAGER	\$83.30	\$48.30	X	20	=	\$966.00
C.	MANAGING ENGINEER	\$45.60	\$44.10	X	0	=	\$0.00
D.	CHIEF ENGINEER	\$45.00	\$43.00	X	0	=	\$0.00
E.	SENIOR PROJECT ENGINEER	\$39.90	\$35.90	X	60	=	\$2,154.00
F.	PROJECT ENGINEER	\$38.10	\$32.50	X	40	=	\$1,300.00
G.	ENGINEER	\$34.10	\$31.60	X	70	=	\$2,212.00
H.	STAFF ENGINEER	\$28.40	\$24.70	X	28	=	\$692.00
I.	SENIOR DESIGNER	\$34.10	\$29.40	X	0	=	\$0.00
J.	DESIGNER	\$28.40	\$22.60	X	0	=	\$0.00
K.	CADD OPERATOR	\$20.30	\$18.70	X	0	=	\$0.00
L.	ADMINISTRATIVE ASSISTANT	\$22.50	\$18.70	X	20	=	\$374.00
M.	GRANTS ADMINISTRATOR	\$33.60	\$30.20	X	0	=	\$0.00
N.	MANAGER AIRPORT PLANNING	\$50.80	\$48.80	X	0	=	\$0.00
O.	SENIOR PLANNER	\$50.90	\$40.10	X	0	=	\$0.00
P.	PLANNER	\$35.70	\$33.10	X	0	=	\$0.00
Q.	STAFF PLANNER	\$27.30	\$25.20	X	0	=	\$0.00
R.	SENIOR PROJECT ARCHITECT	\$37.30	\$34.40	X	0	=	\$0.00
S.	PROJECT ARCHITECT	\$31.50	\$29.90	X	0	=	\$0.00
T.	MANAGING GEOLOGIST (SOILS ENG)	\$47.70	\$45.60	X	0	=	\$0.00
U.	GEOLOGIST	\$22.90	\$21.50	X	0	=	\$0.00
V.	ENVIRONMENTAL SCIENTIST	\$29.40	\$25.80	X	0	=	\$0.00
W.	SENIOR CONSTRUCTION SUPERVISOR	\$56.70	\$54.60	X	0	=	\$0.00
X.	CONSTRUCTION SUPERVISOR	\$45.50	\$44.10	X	0	=	\$0.00
Y.	RESIDENT ENGINEER	\$39.80	\$37.90	X	0	=	\$0.00
Z.	CHIEF INSPECTOR	\$31.50	\$29.90	X	0	=	\$0.00
AA.	SENIOR INSPECTOR	\$28.10	\$24.20	X	0	=	\$0.00
BB.	INSPECTOR	\$28.40	\$25.20	X	0	=	\$0.00
CC.	JUNIOR INSPECTOR	\$17.90	\$16.80	X	0	=	\$0.00
DD.	SENIOR TECHNICAL ADMINISTRATOR	\$26.80	\$25.20	X	0	=	\$0.00
EE.	PARTY CHIEF	\$48.90	\$46.80	X	0	=	\$0.00
FF.	INSTRUMENT MAN	\$46.10	\$44.00	X	0	=	\$0.00
GG.	RODMAN	\$46.10	\$44.00	X	0	=	\$0.00

TOTAL ESTIMATED DIRECT SALARY COST: \$7,625.00

II. OVERHEAD EXPENSES & PAYROLL BURDEN PER SCHEDULE "C" -
 (AUDITABLE, ESTIMATED AND EXPRESSED AS A PERCENTAGE
 OF DIRECT SALARY COST):

160.00% \$12,520.00

III. SUBTOTAL OF ITEMS I & II:

\$20,345.00

27.

IV. ESTIMATE OF DIRECT EXPENSES:

A.	TRAVEL, BY AUTO:	18 TRIPS @	100 MILES/TRIP @	\$0.505 =	\$909.00
B.	TRAVEL, BY AIR:	0 TRIPS @	0 PERSONS @	\$0.00 =	\$0.00
C.	PER DIEM:	0 DAYS @	0 PERSONS @	\$109.00 =	\$0.00
D.	LEGAL STENOGRAPHER:			=	\$0.00
E.	MISCELLANEOUS:			=	<u>\$194.00</u>

TOTAL ESTIMATE OF DIRECT EXPENSES: \$1,103.00

V. FIXED FEE (PROFIT, LUMP SUM):

A.	LABOR PLUS OVERHEAD:	15%	(OF III.)	\$3,052.00
B.	DIRECT EXPENSES:	15%	(OF IV.)	<u>\$165.00</u>
TOTAL FIXED FEE:				<u><u>\$3,217.00</u></u>

VI. TOTALS:

A.	ESTIMATE OF MAXIMUM TOTAL COST FOR PLANNING SERVICES, AGREEMENT TOTAL & FAA ELIGIBLE:	<u><u>\$24,665.00</u></u>
----	---	---------------------------

281



New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

199 CHURCH STREET, NEW YORK, N.Y. 10007-1100
Phone: (888) 997-3863

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

LOVELL SAFETY MGMT CO., LLC
110 WILLIAM STREET 12TH FLR
NEW YORK NY 10038

POLICYHOLDER H.R. BEEBE INC P.O. BOX 240 UTICA NY 13503		CERTIFICATE HOLDER ONEIDA COUNTY DEPARTMENT OF AVIATION 592 HANGER ROAD, SUITE 200 ROME NY 13441	
POLICY NUMBER G 1407 751-5	CERTIFICATE NUMBER 236958	PERIOD COVERED BY THIS CERTIFICATE 04/01/2008 TO 04/01/2009	DATE 6/17/2008

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1407 751-5 UNTIL 04/01/2009, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF SAID POLICY IS CANCELLED, OR CHANGED PRIOR TO 04/01/2009 IN SUCH MANNER AS TO AFFECT THIS CERTIFICATE, 30 DAYS WRITTEN NOTICE OF SUCH CANCELLATION WILL BE GIVEN TO THE CERTIFICATE HOLDER ABOVE. NOTICE BY REGULAR MAIL SO ADDRESSED SHALL BE SUFFICIENT COMPLIANCE WITH THIS PROVISION.

THIS CERTIFICATE DOES NOT APPLY TO BUILDING DEMOLITION.

THIS CERTIFICATE DOES NOT APPLY TO THOSE JOB SITES WHICH ARE COVERED BY OTHER INSURANCE AND ARE SPECIFICALLY EXCLUDED BY ENDORSEMENT.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

This certificate can be validated on our web site at <https://www.nysif.com/cert/certval.asp> or by calling (888) 875-5790
VALIDATION NUMBER: 794716958

60.

Exhibit E

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS / SPECIAL PROVISIONS

FOR BIDDING PURPOSES

Project: Construction & renovations work @ Griffiss Airfield Facility, Rome, NY

WHEN PROJECT AWARDED-THE FOLLOWING COVERAGES WILL BECOME EFFECTIVE

Certificate holder and all other parties as required by contract are listed as additional insured on the General Liability Policy on a primary & non-contributory basis & on the Auto Liability policy on a primary basis

Per Project Aggregate applies on the General Liability policy

Per Location Aggregate applies on the General Liability policy

Umbrella follows General Liability form

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.

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Exhibit E

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 6/16/2008
PRODUCER Phone: 315-673-2094 Fax: 315-673-1121 Reagan Insurance 8 E Main Street P O Box 191 Marcellus NY 13108	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 H R Beebe, Inc. 6153 Trenton Rd. PO Box 240 Utica NY 13503	INSURERS AFFORDING COVERAGE INSURER A: Cincinnati Insurance Company 10677 INSURER B: Columbia Casualty Company (CR INSURER C: RSUI Indemnity Company (AmWin 22314 INSURER D: INSURER E:	NAIC #

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 LTR INSRD	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 <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRG. <input type="checkbox"/> JECT <input checked="" type="checkbox"/> LOC	CPP0899213	1/1/2008	1/1/2009	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 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 <input checked="" type="checkbox"/> Hired Phys. Dmg. \$50,000	CAA5899403	1/1/2008	1/1/2009	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 EA ACC AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	CPP0899213	1/1/2008	1/1/2009	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 \$
B	OTHER	CZB133327338	1/1/2008	1/1/2009	\$2,000,000 Occ. \$2,000,000 Aggr
A	Professional Liab.	CPP0899213	1/1/2008	1/1/2009	\$200,000 \$1,000 Ded.
C	Leased/Rented Equip. **	207406	3/7/2008	3/7/2009	\$5,000,000 occ. \$5,000,000 aggr
	Excess Umbrella				

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

*Workers Compensation certificate to be issued by State Insurance Fund & follow under separate cover**
 Auto Hired Physical Damage Deductibles \$500 Comp/\$500 Collision
 **CPP0899213 policy includes Installation & Builders Risk Coverage \$3,000,000 \$2,500 Ded.
 Per project aggregate applies on the General Liability policy

Continued...

CERTIFICATE HOLDER Oneida County Department of Aviation 592 Hanger Rd., Ste. 300 Rome NY 13441	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
--	---

51.

EXHIBIT D

CERTIFICATION OF CONSULTANT

I hereby certify that I am the duly authorized representative of the firm of HR Beebe Inc., a company organized under the laws of the State of New York, having their principal office for the transaction of business at Utica, NY and that neither I nor the above firm I here represent has:

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this Contract, or


(b) agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person other than those named herein in connection with carrying out the Contract, or

(c) paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Contract; except as here expressly stated (if any):

I acknowledge that this contract shall be rendered null and void if subsequent to the date of this contract it is determined that a violation of such acts or regulations has occurred, and

I further acknowledge that this certificate is to be furnished to all agencies named in this contract and is subject to applicable State and Federal Laws, both criminal and civil.

Company: HR Beebe Inc.

By: 

Name: Robert A Korrie

Title: VP

Date: 8.6.08

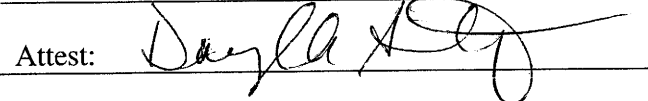
Attest: 

Exhibit C

CONSULTANT RECYCLING
AND
SOLID WASTE MANAGEMENT FORM
FOR ONEIDA COUNTY CONTRACTS

The Oneida County Board of Legislators at its May 26, 1999 meeting passed Resolution #249 dealing with the inclusion of recycling and solid waste management provision in Oneida County contract. All waste and recyclables generated by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority.

REGULATORY COMPLIANCE

- (a) The Consultant agrees to comply with all applicable Federal, State and Local Statutes, rules and regulations as some may from time to time be amended pursuant to law.
- (b) Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Consultant agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by performance of this contract by Consultant and any sub-consultants. Upon awarding of this contract, and before work commences, the Consultant will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Consultant and any sub-consultants in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

STATEMENT

"I understand and agree to comply with the terms and conditions of the Oneida County Recycling and Solid Waste Management Program (R-249). I further agree to provide Oneida County proof of such compliance."

<u>Robert A. Korrie</u>	
Printed Name of Signee	Signature
<u>VP</u>	<u>8.6.08</u>
Title	Date

SS.

Exhibit B
Hourly Rate Schedule & Reimbursable Expense Schedule

<u>HR Beebe, Inc.</u>	<u>Hourly Billing Rates</u>
Project Director	\$80.00
Project Manager	\$66.00
Field Inspector	\$55.00
Administrative Assistant	\$38.00

EXHIBIT A
ARTICLE 14 CONTINUATION

- 14.2.15. Should the removal and/or containment of hazardous substances be or become an element in this project, it is recognized by all parties that the Consultant has had no role nor has it shared in any profits from the generating, treating, storing, or disposing of hazardous waste or materials.
- 14.2.16. The Consultant agrees to immediately report any concerns or questions regarding hazardous substances and/or suspected handling or disturbance of hazardous substances to the Oneida County Commissioner of Public Works.
- 14.2.17. It is also recognized that Consultant is compensated largely on the basis of time spent in rendering services and not on the basis of the legal liabilities created by the risks associated with hazardous wastes or materials.

EXHIBIT A
ARTICLE 14 CONTINUATION

- 14.2.8.3.3. Construction Phase
- 14.2.8.3.3.1. Provide full time, on-site staff qualified to provide Project Management and Field Supervision.
- 14.2.8.3.3.2. Assist in the coordination of activities of utility companies and regulatory agencies.
- 14.2.8.3.3.3. Provide for Oneida County's approval, a complete critical path network planning and scheduling system; use the approved system for scheduling and controlling the procurement and utilization of contractors, methods, materials, and equipment; maintain the diagrams to indicate current status, updating as necessary or requested.
- 14.2.8.3.3.4. Conduct biweekly and specially scheduled job meetings involving the project team.
- 14.2.8.3.3.5. Assist in establishing and maintaining good relations with the surrounding community and building occupants by implement reasonable methods to control dust, noise, lighting, odors, etc. as required by the contract specifications.
- 14.2.8.4. Oneida County shall pay all permit fees.
- 14.2.8.5. Oneida County shall reproduce, distribute, receive, and open all bid packages.
- 14.2.8.6. Additional services shall not be performed unless requested and approved in advance by the County.
- 14.2.8.7. Consultant shall notify the County IMMEDIATELY of potential fee increases. Payment SHALL NOT be made for out of scope work performed without prior authorization.
- 14.2.8.8. Progress payments for out of scope work performed shall be based on the percentage of work completed and/or on completion of major tasks.
- 14.2.9. In compliance with the General Municipal and Finance Laws of New York State, the Consultant agrees to sign a waiver of immunity against criminal prosecution.
- 14.2.10. Consultant shall not discriminate against any individual in accordance with Local, State and Federal laws.
- 14.2.11. The Oneida County Board of Legislators at its May 26, 1999 meeting passed Resolution #249 dealing with the inclusion of recycling and solid waste management provisions in Oneida County contracts. All waste and recyclables generated within Oneida County by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority. Consultant shall be required to execute a certification reflecting these requirements.
- 14.2.12. If the County, becomes party to any litigation resulting from this project that is not the fault of the Consultant and that requires the Consultant's services, the additional fee to be paid shall be one that is mutually agreed upon between the County and the Consultant.
- 14.2.13. Consultant agrees to comply with all applicable provisions of the Labor Laws of New York State and the United States of America.
- 14.2.14. For the purpose of determining applicable laws, the principal place of business of all parties to this agreement is Oneida County, New York.

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EXHIBIT A
ARTICLE 14 CONTINUATION

- 14.2.8.1.3. Building renovations include the interior and exterior renovations of airfield facilities known as Building 100 administrative and heavy maintenance hangar, including minor door replacement to Building 41 (est. constr. cost \$6,597,000) and Building 220 maintenance hangar, which includes fire pump work in Building 210 (est. constr. cost \$1,487,000).
- 14.2.8.1.4. The work scopes consist of General, Electrical, Mechanical, and Plumbing construction improvements. The current project schedule is:
- | | |
|--|---------|
| 100% bid document advertise | 6/20/08 |
| Receive bids (4 weeks) | 7/18/08 |
| Award bids (assume the county will need 6 weeks min) | 8/29/08 |
| Substantial Completion (8 months) | 4/29/09 |
- 14.2.8.1.5. It is imperative that the project does not hinder daily operations at the Airport. Access to airport parking areas, hangar buildings, and ramps shall remain open to airport operations without inconvenience during regular business hours.
- 14.2.8.1.6. The estimated construction budget for the project is \$13,680,000. A detailed review of the construction cost estimate shall be performed by the selected Construction Manager upon the substantial completion of plans and specifications. The construction budget may be increased or decreased based upon the reviewed construction cost estimate.
- 14.2.8.2. Scope of Work
- 14.2.8.2.1. The Construction Manager shall be required to provide services necessary for the performance and completion of work in accordance with AIA Document B801/CMA-Electronic Format, 1992 Edition, as modified by Oneida County.
- 14.2.8.3. In addition to Basic Services identified in AIA document B801CMA, services shall include, but not be limited to, the following.
- 14.2.8.3.1. Staffing.
- 14.2.8.3.1.1. Construction Manager shall provide sufficient staffing in the Pre Construction phase to accomplish all work items and prevent unnecessary delays.
- 14.2.8.3.1.2. Construction Manager shall provide sufficient staffing in the Construction Phase to effectively manage all work, support the most current Project Schedule and Budget, and expedite paperwork in a timely manner.
- 14.2.8.3.1.3. If Oneida County determines that insufficient staffing is being provided in either the Pre Construction or Construction Phase, additional staffing shall be provided immediately. Additional staffing shall be provided at no additional cost unless the need for additional staffing is a result of Out Of Scope work.
- 14.2.8.3.1.4. All plans and specifications prepared, procedures and policies implemented, and actions taken shall conform to New York State General Municipal Law as it applies to public works projects.
- 14.2.8.3.2. Pre-Construction Phase
- 14.2.8.3.2.1. Pre-Construction Phase services are limited to services provided during bid opening and services typically provided after bids have been opened.

EXHIBIT A
ARTICLE 14 CONTINUATION

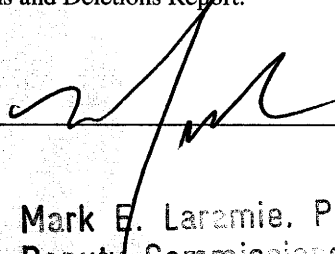
- 14.2.1. The provisions of this article take precedence over any conflicting provision of this agreement and shall survive termination of the agreement for any cause.
- 14.2.2. Delete Paragraph 2.2.17 in its entirety.
- 14.2.3. Paragraph 2.2.19
- 14.2.3.1. In the first sentence following the word "Manager" in insert the words "and Architect"
- 14.2.4. Delete Paragraph 2.3.20 in its entirety and insert:
- 14.2.4.1. 2.3.20 In collaboration with the Architect, the Construction Manager shall establish and implement procedures for expediting the processing of shop drawings, product data, samples, and other submittals. All copies of submittals shall be sent by the Contractor(s) to the Architect and one (1) copy to be sent concurrently to H.R. Beebe for review and comment. An approved copy will be given to H.R. Beebe for record and construction purposes. The Architect shall be responsible for copying and distribution of submittals back to the Contractor, Construction Manager, and Owner.
- 14.2.5. Delete paragraph 7.1 in its entirety and insert:
- 14.2.5.1. A. Original and generated computer diskettes, drawings and specification manuscripts are to remain the property of the County whether or not the project is completed. The Consultant may retain copies for reference. These documents shall not be used by the Consultant for other projects without prior written approval of the County. The County's use of this data for purposes other than originally intended without written verification or adaptation by Consultant shall be at the County's sole risk.
- 14.2.6. Delete ARTICLE 8, ARBITRATION, In its entirety.
- 14.2.7. The services to be provided by this consultant shall be in compliance with the accepted practice of the appropriate profession. The execution of this project shall be progressed in accordance with applicable Oneida County policies and design criteria.
- 14.2.8. Consultant Services shall include, but not be limited to, the following.
- 14.2.8.1. Project Description
- 14.2.8.1.1. The primary goal is the redevelopment of the Griffiss Airfield through the construction and renovation of various Griffiss Airfield facilities. Building 100 is being renovated to accommodate large aircraft maintenance. A Maintenance Repair and Overhaul (MRO) company currently occupies half of Building 100 hangar and will remain operational while renovations occur which will ultimately lead to their full occupancy. Building 220 is being renovated into a General Aviation aircraft storage and maintenance hangar. General Aviation and Fixed Base Operations currently occur in the remaining half of Building 100 and will be relocated to the New Corporate hangar, Building 220 hangar and Tee hangars.
- 14.2.8.1.2. New construction includes a 15,000 square foot Corporate Hangar (est. constr. cost \$2,535,000) and 17-bay Tee Hangars (est. constr. cost \$1,665,000) to house corporate and general aviation aircraft.

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Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, Mark E. Laramie, PE, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:56:53 on 08/05/2008 under Order No. 1000366365_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B801™CMA – 1992 - Standard Form of Agreement Between Owner and Construction Manager where the Construction Manager is NOT a Constructor, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)



Mark E. Laramie, P. E.
Deputy Commissioner

(Title)

Division of Engineering
Oneida County D. P. W.

(Dated)

08/05/08

Exhibit B contains job titles, salary rates and billing rates for all personnel associated with this project. Exhibit B shall be used in conjunction with AIA Document B801/CMa to calculate compensation for services performed that is not included in the original Scope of Work. Exhibit B shall also be used to calculate credits to Oneida County for services not performed that are included in the original Scope of Work.

...

§ 13.4.1 FOR REIMBURSABLE EXPENSES, as described in Section 12.2, and any other items included in Article 14 as Reimbursable Expenses, a multiple of ~~(One (1.00))~~ times the expenses incurred by the Construction Manager and the Construction Manager's employees and consultants in the interest of the Project.

...

§ 13.5.1 IF THE BASIC SERVICES covered by this Agreement have not been completed within Eight (8) months of the date hereof, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as provided in Sections 12.3.3 and 13.3.1.

§ 13.5.2 Payments are due and payable Forty-five (45) days from the date of the Construction Manager's invoice. Amounts unpaid Ninety (90) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

PAGE 14

per annum

...

Supplementary and other conditions of the Contract are attached hereto and as follows:

Exhibit A – Article 14 Continuation

Exhibit B – Expense Schedule

Exhibit C – Solid Waste Certification

Exhibit D – Consultant Certification

Exhibit E – Minimum Insurance Requirements

...

Type of insurance
See Exhibit E

Limit of liability ~~(\$0.00)~~
See Exhibit E

...

Anthony J. Picente Jr. Oneida County Executive

Gregory S. Benincasa, President

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Additions and Deletions Report for AIA[®] Document B801[™] CMa – 1992

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:56:53 on 08/05/2008.

PAGE 1

Oneida County
800 Park Ave
Utica, NY 13501

...

H.R. Beebe, Inc.
P.O. Box 240
Utica, NY 13503

...

Construction & Renovation of Griffiss Airfield Facilities
Rome, NY

...

C&S Engineering, Inc.
499 Col. Eileen Collins Blvd.
Syracuse, New York 13212

PAGE 13

§ 13.1 AN INITIAL PAYMENT of (~~\$~~—Zero Dollars and Zero Cents (\$ 0.00)) shall be made upon execution of this Agreement and credited to the owner's account at final payment.

...

Fee for Pre-Construction Phase Services included in Construction Phase Services Not-To-Exceed Lump Sum Fees.

...

Item 1. Building 100, including Building 41 Doors
Not -To-Exceed Lump Sum Fee of \$125,100.00
Item 2. New Corp. Hangar, New T-Hangars, and Building 220
Not -To-Exceed Lump Sum Fee of \$77,300.00
Reimbursable Expenses:
Not-To-Exceed Fee of \$6,000.00

...

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User Notes:

47. (1727559457)

per annum

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Construction Manager's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

§ 13.5.3 The rates and multiples set forth for Additional Services shall be annually adjusted in accordance with normal salary review practices of the Construction Manager.

ARTICLE 14 OTHER CONDITIONS OR SERVICES

(Insert descriptions of other services, identify Additional Services included within Basic Compensation and modifications to the payment and compensation terms included in this Agreement.)

Supplementary and other conditions of the Contract are attached hereto and as follows:

- Exhibit A – Article 14 Continuation
- Exhibit B – Expense Schedule
- Exhibit C – Solid Waste Certification
- Exhibit D – Consultant Certification
- Exhibit E – Minimum Insurance Requirements

§ 14.1 LIMITS ON INSURANCE

The insurance required by Article 11 shall be written for not less than the following limits, or greater if required by law:

(Insert the specific dollar amounts for the appropriate insurance limits of liability.)

Type of insurance	Limit of liability
See Exhibit E	See Exhibit E

This Agreement entered into as of the day and year first written above.

OWNER

CONSTRUCTION MANAGER

(Signature)
 Anthony J. Picente Jr, Oneida County Executive
(Printed name and title)

(Signature)
 Gregory S. Benincasa, President
(Printed name and title)
 ROBERT A. KERRIE, VP

Init.

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§ 12.6 CONSTRUCTION MANAGER'S ACCOUNTING RECORDS

§ 12.6.1 Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 13 BASIS OF COMPENSATION

The Owner shall compensate the Construction Manager as follows:

§ 13.1 AN INITIAL PAYMENT of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and credited to the owner's account at final payment.

§ 13.2 BASIC COMPENSATION

§ 13.2.1 FOR BASIC SERVICES, as described in Article 2, and any other services included in Article 14 as part of Basic Services, Basic Compensation shall be computed as follows:

For Pre-Construction Phase Services:

(Insert basis of compensation, including stipulated sums, multiples or percentages.)

Fee for Pre-Construction Phase Services included in Construction Phase Services Not-To-Exceed Lump Sum Fees.

For Construction Phase Services:

(Insert basis of compensation, including stipulated sums, multiples or percentages.)

Item 1. Building 100, including Building 41 Doors

Not -To-Exceed Lump Sum Fee of \$125,100.00

Item 2. New Corp. Hangar, New T-Hangars, and Building 220

Not -To-Exceed Lump Sum Fee of \$77,300.00

Reimbursable Expenses:

Not-To-Exceed Fee of \$6,000.00

§ 13.3 COMPENSATION FOR ADDITIONAL SERVICES

§ 13.3.1 FOR ADDITIONAL SERVICES OF THE CONSTRUCTION MANAGER, as described in Article 3, and any other services included in Article 14 as Additional Services, compensation shall be computed as follows:

(Insert basis of compensation, including rates and/or multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply, if necessary.)

Exhibit B contains job titles, salary rates and billing rates for all personnel associated with this project. Exhibit B shall be used in conjunction with AIA Document B801/CMA to calculate compensation for services performed that is not included in the original Scope of Work. Exhibit B shall also be used to calculate credits to Oneida County for services not performed that are included in the original Scope of Work.

§ 13.4 REIMBURSABLE EXPENSES

§ 13.4.1 FOR REIMBURSABLE EXPENSES, as described in Section 12.2, and any other items included in Article 14 as Reimbursable Expenses, a multiple of One (1.00) times the expenses incurred by the Construction Manager and the Construction Manager's employees and consultants in the interest of the Project.

§ 13.5 ADDITIONAL PROVISIONS

§ 13.5.1 IF THE BASIC SERVICES covered by this Agreement have not been completed within Eight (8) months of the date hereof, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as provided in Sections 12.3.3 and 13.3.1.

§ 13.5.2 Payments are due and payable Forty-five (45) days from the date of the Construction Manager's invoice. Amounts unpaid Ninety (90) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

(Insert rate of interest agreed upon.)

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claims-made basis, shall be maintained without interruption from date of commencement of operations under this Agreement until date of final payment and termination of any coverage required to be maintained after final payment.

ARTICLE 12 PAYMENTS TO THE CONSTRUCTION MANAGER

§ 12.1 DIRECT PERSONNEL EXPENSE

§ 12.1.1 Direct Personnel Expense is defined as the direct salaries of the Construction Manager's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

§ 12.2 REIMBURSABLE EXPENSES

§ 12.2.1 Reimbursable Expense are in addition to compensation for Basic and Additional Services and include expenses incurred by the Construction Manager and Construction Manager's employees and consultants in the interest of the Project, as identified in the following Clauses.

§ 12.2.1.1 Expense of transportation in connection with the Project, expenses in connection with authorized out-of-town travel; long-distance communications; and fees paid for securing approval of authorities having jurisdiction over the Project.

§ 12.2.1.2 Expense of reproductions, postage, express deliveries, electronic facsimile transmissions and handling of Drawings, Specifications and other documents.

§ 12.2.1.3 If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates.

§ 12.2.1.4 Expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Construction Manager.

§ 12.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES

§ 12.3.1 An initial payment as set forth in Section 13.1 is the minimum payment under this Agreement.

§ 12.3.2 Subsequent payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in Section 13.2.1.

§ 12.3.3 If and to the extent that the time initially established in Section 13.5.1 of this Agreement is exceeded or extended through no fault of the Construction Manager, compensation for any services rendered during the additional period of time shall be computed in the manner set forth in Section 13.3.1.

§ 12.3.4 When compensation is based on a percentage of Construction Cost and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with Section 13.2.1, based on (1) the lowest bona fide bids or negotiated proposals, or (2) if no such bids or proposals are received, the latest approved estimate of such portions of the Project.

§ 12.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES AND REIMBURSABLE EXPENSES

§ 12.4.1 Payments on account of the Construction Manager's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Construction Manager's statement of services rendered or expenses incurred.

§ 12.5 PAYMENTS WITHHELD

§ 12.5.1 No deductions shall be made from the Construction Manager's compensation on account of penalty, liquidated damages or other sums withheld from payments to Contractors, or on account of the cost of changes in Work other than those for which the Construction Manager has been found to be liable.

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§ 10.2 Terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201/CMA, General Conditions of the Contract for Construction, Construction Manager-Adviser Edition, current as of the date of this Agreement.

§ 10.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion, or the date of issuance of the final Project Certificate for Payment for acts or failures to act occurring after Substantial Completion.

§ 10.4 Waivers of Subrogation. The Owner and Construction Manager waive all rights against each other and against the Contractors, Architect, consultants, agents and employees of any of them, for damages, but only to the extent covered by property insurance during construction, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201/CMA, General Conditions of the Contract for Construction, Construction Manager-Adviser Edition, current as of the date of this Agreement. The Owner and Construction Manager each shall require similar waivers from their Contractors, Architect, consultants, agents, and persons or entities awarded separate contracts administered under the Owner's own forces.

§ 10.5 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Construction Manager shall assign this Agreement without the written consent of the other.

§ 10.6 This Agreement represents the entire and integrated agreement between the Owner and Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 10.7 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Construction Manager.

§ 10.8 Unless otherwise provided in this Agreement, the Construction Manager and the Construction Manager's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

ARTICLE 11 INSURANCE

§ 11.1 CONSTRUCTION MANAGER'S LIABILITY INSURANCE

§ 11.1.1 The Construction Manager shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Construction Manager from claims set forth below which may arise out of or result from the Construction Manager's operations under this Agreement and for which the Construction Manager may be legally liable.

- .1 claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the operations to be performed;
- .2 claims for damages because of bodily injury, occupational sickness or disease, or death of the Construction Manager's employees;
- .3 claims for damages because of bodily injury, sickness or disease, or death of any person other than the Construction Manager's employees;
- .4 claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Construction Manager, or (2) by another person;
- .5 claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in Article 14 or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or

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Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise.

§ 8.2 Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations.

§ 8.3 No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the Owner, Construction Manager, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.4 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 9 TERMINATION, SUSPENSION OR ABANDONMENT

§ 9.1 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Construction Manager shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Construction Manager's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Construction Manager's services.

§ 9.3 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Construction Manager in the event that the Project is permanently abandoned. If the Project is abandoned by the Owner for more than 90 consecutive days, the Construction Manager may terminate this Agreement by giving written notice.

§ 9.4 Failure of the Owner to make payments to the Construction Manager in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

§ 9.5 If the Owner fails to make payment when due the Construction Manager for services and expenses, the Construction Manager may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Construction Manager within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Construction Manager shall have no liability to the Owner for delay or damage caused to the Owner because of such suspension of services.

§ 9.6 In the event of termination not the fault of the Construction Manager, the Construction Manager shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are those costs directly attributable to termination for which the Construction Manager is not otherwise compensated.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 Unless otherwise provided, this Agreement shall be governed by the law of the place where the Project is located.

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§ 5.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, the Construction Manager shall be permitted to include contingencies for design, bidding and price escalation, and shall consult with the Architect to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to suggest reasonable adjustments in the scope of the Project, and to suggest inclusion of alternate bids in the Construction Documents to adjust the Construction Cost to the fixed limit. Fixed limits, if any, shall be increased in the amount of any increase in the Contract Sums occurring after execution of the Contracts for Construction.

§ 5.2.3 If the Bidding or Negotiation Phase has not commenced within 90 days after submittal of the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

§ 5.2.4 If a fixed limit of Construction Cost (adjusted as provided in Section 5.2.3) is exceeded by the sum of the lowest bona fide bids or negotiated proposals plus the Construction Manager's estimate of other elements of Construction Cost for the Project, the Owner shall:

- .1 give written approval of an increase in such fixed limit;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 if the Project is abandoned, terminate in accordance with Section 9.3; or
- .4 cooperate in revising the Project scope and quality as required to reduce the Construction Cost.

§ 5.2.5 If the Owner chooses to proceed under Section 5.2.4.4, the Construction Manager, without additional charge, shall cooperate with the Owner and Architect as necessary to bring the Construction Cost within the fixed limit, if established as a condition of this Agreement.

ARTICLE 6 CONSTRUCTION SUPPORT ACTIVITIES

§ 6.1 Construction support activities, if provided by the Construction Manager, shall be governed by separate contractual agreements unless otherwise provided in Article 14.

§ 6.2 Reimbursable expenses listed in Article 14 for construction support activities may be subject to trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment which shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be secured.

ARTICLE 7 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

§ 7.1 The Drawings, Specifications and other documents prepared by the Architect are instruments of the Architect's service through which the Work to be executed by the Contractors is described. The Construction Manager may retain one record set. The Construction Manager shall not own or claim a copyright in the Drawings, Specifications and other documents prepared by the Architect, and unless otherwise indicated the Architect shall be deemed the author of them and will retain all common law, statutory and other reserved rights, in addition to the copyright. All copies of them, except the Construction Manager's record set, shall be returned or suitably accounted for to the Architect, on request, upon completion of the Project. The Drawings, Specifications and other documents prepared by the Architect, and copies thereof furnished to the Construction Manager, are for use solely with respect to this Project. They are not to be used by the Construction Manager on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner and Architect. The Construction Manager is granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect appropriate to and for use in the performance of the Construction Manager's services under this Agreement.

All copies made under this license shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Architect. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's copyright or other reserved rights.

ARTICLE 8 ARBITRATION

§ 8.1 Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by arbitration in accordance with the Construction

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§ 4.6 The Owner shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

§ 4.7 The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services the Owner may require to verify the Contractors' Applications for Payment or to ascertain how or for what purposes the Contractors have used the money paid by or on behalf of the Owner.

§ 4.8 The Owner shall furnish the Construction Manager with a sufficient quantity of Construction Documents.

§ 4.9 The services, information and reports required by Sections 4.5 through 4.8 shall be furnished at the Owner's expense, and the Construction Manager shall be entitled to rely upon the accuracy and completeness thereof.

§ 4.10 Prompt written notice shall be given by the Owner to the Construction Manager and Architect if the Owner becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents.

§ 4.11 The Owner reserves the right to perform construction and operations related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will interfere with the Construction Manager's ability to perform the Construction Manager's responsibilities under this Agreement. When performing construction or operations related to the Project, the Owner agrees to be subject to the same obligations and to have the same rights as the Contractors.

§ 4.12 Information or services under the Owner's control shall be furnished by the Owner with reasonable promptness to avoid delay in the orderly progress of the Construction Manager's services and the progress of the Work.

ARTICLE 5 CONSTRUCTION COST

§ 5.1 DEFINITION

§ 5.1.1 The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

§ 5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, plus a reasonable allowance for the Contractors' overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction. Except as provided in Section 5.1.3, Construction Cost shall also include the compensation of the Construction Manager and Construction Manager's consultants.

§ 5.1.3 Construction Cost does not include the compensation of the Architect and Architect's consultants, costs of the land, rights-of-way, financing or other costs which are the responsibility of the Owner as provided in Article 4. If any portion of the Construction Manager's compensation is based upon a percentage of Construction Cost, then Construction Cost, for the purpose of determining such portion, shall not include the compensation of the Construction Manager or Construction Manager's consultants.

§ 5.2 RESPONSIBILITY FOR CONSTRUCTION COST

§ 5.2.1 Evaluations of the Owner's Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost prepared by the Construction Manager represent the Construction Manager's best judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials or equipment, over Contractors' methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Construction Manager cannot and does not warrant or represent that bids or negotiated prices will not vary from the Project budget proposed, established or approved by the Owner, or from any cost estimate or evaluation prepared by the Construction Manager.

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writing that all or part of such Contingent Additional Services are not required, the Construction Manager shall have no obligation to provide those services.

§ 3.2 CONTINGENT ADDITIONAL SERVICES

§ 3.2.1 Providing services required because of significant changes in the Project including, but not limited to, changes in size, quality, complexity or the Owner's schedule.

§ 3.2.2 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

§ 3.2.3 Providing services made necessary by the termination or default of the Architect or a Contractor, by major defects or deficiencies in the Work of a Contractor, or by failure of performance of either the Owner or Contractor under a Contract for Construction.

§ 3.2.4 Providing services in evaluating an extensive number of claims submitted by a Contractor or others in connection with the Work.

§ 3.2.5 Providing services in connection with a public hearing, arbitration proceeding or legal proceeding except where the Construction Manager is party thereto.

§ 3.3 OPTIONAL ADDITIONAL SERVICES

§ 3.3.1 Providing services relative to future facilities, systems and equipment.

§ 3.3.2 Providing services to investigate existing conditions or facilities or to provide measured drawings thereof.

§ 3.3.3 Providing services to verify the accuracy of drawings or other information furnished by the Owner.

§ 3.3.4 Providing services required for or in connection with the Owner's selection, procurement or installation of furniture, furnishings and related equipment.

§ 3.3.5 Providing services for tenant improvements.

§ 3.3.6 Providing any other services not otherwise included in this Agreement.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 The Owner shall provide full information regarding requirements for the Project, including a program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems, and site requirements.

§ 4.2 The Owner shall establish and update an overall budget for the Project based on consultation with the Construction Manager and Architect, which shall include the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.

§ 4.3 If requested by the Construction Manager, the Owner shall furnish evidence that financial arrangements have been made to fulfill the Owner's obligations under this Agreement.

§ 4.4 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner, or such authorized representative, shall render decisions in a timely manner pertaining to documents submitted by the Construction Manager in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager's services.

§ 4.5 The Owner shall retain an architect whose services, duties and responsibilities are described in the edition of AIA Document B141/Cma, Standard Form of Agreement Between Owner and Architect, Construction Manager-Adviser Edition, current as of the date of this Agreement. The Terms and Conditions of the Agreement Between the Owner and Architect shall be furnished to the Construction Manager and shall not be modified without written consent of the Construction Manager, which consent shall not be unreasonably withheld. The Construction Manager shall not be responsible for actions taken by the Architect.

Construction Manager shall review all Shop Drawings, Product Data, Samples and other submittals from the Contractors. The Construction Manager shall coordinate submittals with information contained in related documents and transmit to the Architect those which have been approved by the Construction Manager. The Construction Manager's actions shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner or Contractors.

§ 2.3.21 The Construction Manager shall record the progress of the Project. The Construction Manager shall submit written progress reports to the Owner and Architect including information on each Contractor and each Contractor's Work, as well as the entire Project, showing percentages of completion. The Construction Manager shall keep a daily log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require.

§ 2.3.22 The Construction Manager shall maintain at the Project site for the Owner one record copy of all Contracts, Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked currently to record changes and selections made during construction, and in addition, approved Shop Drawings, Product Data, Samples and similar required submittals. The Construction Manager shall maintain records, in duplicate, of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer. The Construction Manager shall make all such records available to the Architect and upon completion of the Project shall deliver them to the Owner.

§ 2.3.23 The Construction Manager shall arrange for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Project.

§ 2.3.24 With the Architect and the Owner's maintenance personnel, the Construction Manager shall observe the Contractors' final testing and start-up of utilities, operational systems and equipment.

§ 2.3.25 When the Construction Manager considers each Contractor's Work or a designated portion thereof substantially complete, the Construction Manager shall, jointly with the Contractor, prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

§ 2.3.26 The Construction Manager shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall evaluate the completion of the Work of the Contractors and make recommendations to the Architect when Work is ready for final inspection. The Construction Manager shall assist the Architect in conducting final inspections.

§ 2.3.27 The Construction Manager shall secure and transmit to the Architect warranties and similar submittals required by the Contract Documents for delivery to the Owner and deliver all keys, manuals, record drawings and maintenance stocks to the Owner. The Construction Manager shall forward to the Architect a final Project Application for Payment upon compliance with the requirements of the Contract Documents.

§ 2.3.28 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Construction Manager, Architect and Contractors. Consent shall not be unreasonably withheld.

ARTICLE 3 ADDITIONAL SERVICES

§ 3.1 GENERAL

§ 3.1.1 The services described in this Article 3 are not included in Basic Services unless so identified in Article 14, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. The Optional Additional Services described under Section 3.3 shall only be provided if authorized or confirmed in writing by the Owner. If services described under Contingent Additional Services in Section 3.2 are required due to circumstances beyond the Construction Manager's control, the Construction Manager shall notify the Owner prior to commencing such services. If the Owner deems that such services described under Section 3.2 are not required, the Owner shall give prompt written notice to the Construction Manager. If the Owner indicates in

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§ 2.3.11.3 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's determinations at the site as provided in Section 2.3.13 and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Construction Manager. The issuance of a Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified.

§ 2.3.11.4 The issuance of a Certificate for Payment shall not be a representation that the Construction Manager has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences for the Contractor's own Work, or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 2.3.12 The Construction Manager shall review the safety programs developed by each of the Contractors for purposes of coordinating the safety programs with those of the other Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 2.3.13 The Construction Manager shall determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents, endeavoring to guard the Owner against defects and deficiencies in the Work. As appropriate, the Construction Manager shall have authority, upon written authorization from the Owner, to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. The Construction Manager, in consultation with the Architect, may reject Work which does not conform to the requirements of the Contract Documents.

§ 2.3.14 The Construction Manager shall schedule and coordinate the sequence of construction in accordance with the Contract Documents and the latest approved Project construction schedule.

§ 2.3.15 With respect to each Contractor's own Work, the Construction Manager shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's responsibility under the Contract for Construction. The Construction Manager shall not be responsible for a Contractor's failure to carry out the Work in accordance with the respective Contract Documents. The Construction Manager shall not have control over or charge of acts or omissions of the Contractors, Subcontractors, or their agents or employees, or any other persons performing portions of the Work not directly employed by the Construction Manager.

§ 2.3.16 The Construction Manager shall transmit to the Architect requests for interpretations of the meaning and intent of the Drawings and Specifications, and assist in the resolution of questions that may arise.

§ 2.3.17 The Construction Manager shall review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect and Owner, and, if they are accepted, prepare Change Orders and Construction Change Directives which incorporate the Architect's modifications to the Documents.

§ 2.3.18 The Construction Manager shall assist the Architect in the review, evaluation and documentation of Claims.

§ 2.3.19 The Construction Manager shall receive certificates of insurance from the Contractors and forward them to the Owner with a copy to the Architect.

§ 2.3.20 In collaboration with the Architect, the Construction Manager shall establish and implement procedures for expediting the processing and approval of Shop Drawings, Product Data, Samples and other submittals. The

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§ 2.3 CONSTRUCTION PHASE-ADMINISTRATION OF THE CONSTRUCTION CONTRACT

§ 2.3.1 The Construction Phase will commence with the award of the initial Construction Contract or purchase order and, together with the Construction Manager's obligation to provide Basic Services under this Agreement, will end 30 days after final payment to all Contractors is due.

§ 2.3.2 The Construction Manager shall provide administration of the Contracts for Construction in cooperation with the Architect as set forth below and in the edition of AIA Document A201/CMA, General Conditions of the Contract for Construction, Construction Manager-Adviser Edition, current as of the date of this Agreement.

§ 2.3.3 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Contractors with each other and with those of the Construction Manager, the Owner and the Architect to endeavor to manage the Project in accordance with the latest approved estimate of Construction Cost, the Project Schedule and the Contract Documents.

§ 2.3.4 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress and scheduling. The Construction Manager shall prepare and promptly distribute minutes to the Owner, Architect and Contractors.

§ 2.3.5 Utilizing the Construction Schedules provided by the Contractors, the Construction Manager shall update the Project construction schedule incorporating the activities of the Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery of products requiring long lead time and procurement. The Project construction schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project construction schedule as required to show current conditions. If an update indicates that the previously approved Project construction schedule may not be met, the Construction Manager shall recommend corrective action to the Owner and Architect.

§ 2.3.6 Consistent with the various bidding documents, and utilizing information from the Contractors, the Construction Manager shall coordinate the sequence of construction and assignment of space in areas where the Contractors are performing Work.

§ 2.3.7 The Construction Manager shall endeavor to obtain satisfactory performance from each of the Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled.

§ 2.3.8 The Construction Manager shall monitor the approved estimate of Construction Cost. The Construction Manager shall show actual costs for activities in progress and estimates for uncompleted tasks by way of comparison with such approved estimate.

§ 2.3.9 The Construction Manager shall develop cash flow reports and forecasts for the Project and advise the Owner and Architect as to variances between actual and budgeted or estimated costs.

§ 2.3.10 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

§ 2.3.11 The Construction Manager shall develop and implement procedures for the review and processing of applications by Contractors for progress and final payments.

§ 2.3.11.1 Based on the Construction Manager's observations and evaluations of each Contractor's Application for Payment, the Construction Manager shall review and certify the amounts due the respective Contractors.

§ 2.3.11.2 The Construction Manager shall prepare a Project Application for Payment based on the Contractors' Certificates for Payment.

Init.

3e.

§ 2.2.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. The Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

§ 2.2.9 The Construction Manager shall provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors.

§ 2.2.10 The Construction Manager shall advise on the division of the Project into individual Contracts for various categories of Work, including the method to be used for selecting Contractors and awarding Contracts. If multiple Contracts are to be awarded, the Construction Manager shall review the Construction Documents and make recommendations as required to provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project have been assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes has been minimized, and (4) proper coordination has been provided for phased construction.

§ 2.2.11 The Construction Manager shall prepare a Project construction schedule providing for the components of the Work, including phasing of construction, times of commencement and completion required of each Contractor, ordering and delivery of products requiring long lead time, and the occupancy requirements of the Owner. The Construction Manager shall provide the current Project construction schedule for each set of bidding documents.

§ 2.2.12 The Construction Manager shall expedite and coordinate the ordering and delivery of materials requiring long lead time.

§ 2.2.13 The Construction Manager shall assist the Owner in selecting, retaining and coordinating the professional services of surveyors, special consultants and testing laboratories required for the Project.

§ 2.2.14 The Construction Manager shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations for actions designed to minimize adverse effects of labor shortages.

§ 2.2.15 The Construction Manager shall assist the Owner in obtaining information regarding applicable requirements for equal employment opportunity programs for inclusion in the Contract Documents.

§ 2.2.16 Following the Owner's approval of the Construction Documents, the Construction Manager shall update and submit the latest estimate of Construction Cost and the Project construction schedule for the Architect's review and the Owner's approval.

§ 2.2.17 The Construction Manager shall submit the list of prospective bidders for the Architect's review and the Owner's approval.

§ 2.2.18 The Construction Manager shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager, with the assistance of the Architect, shall issue bidding documents to bidders and conduct prebid conferences with prospective bidders. The Construction Manager shall assist the Architect with regard to questions from bidders and with the issuance of addenda.

§ 2.2.19 The Construction Manager shall receive bids, prepare bid analyses and make recommendations to the Owner for the Owner's award of Contracts or rejection of bids.

§ 2.2.20 The Construction Manager shall assist the Owner in preparing Construction Contracts and advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Contractors.

§ 2.2.21 The Construction Manager shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the various Contractors. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. The Construction Manager shall assist the Owner and Architect in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

Init.

ARTICLE 1 CONSTRUCTION MANAGER'S RESPONSIBILITIES

§ 1.1 CONSTRUCTION MANAGER'S SERVICES

§ 1.1.1 The Construction Manager's services consist of those services performed by the Construction Manager, Construction Manager's employees and Construction Manager's consultants as enumerated in Articles 2 and 3 of this Agreement and any other services included in Article 14.

§ 1.1.2 The Construction Manager's services shall be provided in conjunction with the services of an Architect as described in the edition of AIA Document B141/CMA, Standard Form of Agreement Between Owner and Architect, Construction Manager-Adviser Edition, current as of the date of this Agreement.

§ 1.1.3 The Construction Manager shall provide sufficient organization, personnel and management to carry out the requirements of this Agreement in an expeditious and economical manner consistent with the interests of the Owner.

§ 1.1.4 The services covered by this Agreement are subject to the time limitations contained in Section 13.5.1.

ARTICLE 2 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES

§ 2.1 DEFINITION

§ 2.1.1 The Construction Manager's Basic Services consist of those described in Sections 2.2 and 2.3 and any other services identified in Article 14 as part of Basic Services.

§ 2.2 PRE-CONSTRUCTION PHASE

§ 2.2.1 The Construction Manager shall review the program furnished by the Owner to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner.

§ 2.2.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 2.2.3 Based on early schematic designs and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of Construction Cost for program requirements using area, volume or similar conceptual estimating techniques. The Construction Manager shall provide cost evaluations of alternative materials and systems.

§ 2.2.4 The Construction Manager shall expeditiously review design documents during their development and advise on proposed site use and improvements, selection of materials, building systems and equipment, and methods of Project delivery. The Construction Manager shall provide recommendations on relative feasibility of construction methods, availability of materials and labor, time requirements for procurement, installation and construction, and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, and possible economies.

§ 2.2.5 The Construction Manager shall prepare and periodically update a Project Schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the preliminary project schedule relating to the performance of the Architect's services. In the Project Schedule, the Construction Manager shall coordinate and integrate the Construction Manager's services, the Architect's services and the Owner's responsibilities with anticipated construction schedules, highlighting critical and long-lead-time items.

§ 2.2.6 As the Architect progress with the preparation of the Schematic, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of Construction Cost of increasing detail and refinement. The estimated cost of each Contract shall be indicated with supporting detail. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall advise the Owner and Architect if it appears that the Construction Cost may exceed the latest approved Project budget and make recommendations for corrective action.

§ 2.2.7 The Construction Manager shall consult with the Owner and Architect regarding the Construction Documents and make recommendations whenever design details adversely affect constructability, cost or schedules.

Init.

 **AIA**® Document B801™ CMa – 1992

Standard Form of Agreement Between Owner and Construction Manager where the Construction Manager is NOT a Constructor

AGREEMENT made as of the _____ day of _____ in the year of _____
(In words, indicate day, month and year)

BETWEEN the Owner:
(Name and address)

Oneida County
800 Park Ave
Utica, NY 13501

and the Construction Manager:
(Name and address)

H.R. Beebe, Inc.
P.O. Box 240
Utica, NY 13503

for the following Project:
(Include detailed description of Project, location, address and scope.)

Construction & Renovation of Griffiss Airfield Facilities
Rome, NY

The Architect is:
(Name and address)

C&S Engineering, Inc.
499 Col. Eileen Collins Blvd.
Syracuse, New York 13212

The Owner and Construction Manager agree as set forth below.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with the 1992 editions of AIA Documents B141/CMa, A101/CMa and A201/CMa.

Init.

Oneida County Department: Aviation

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators Contract Summary

Name of Proposing Organization: H.R. Beebe, Inc.
Utica, NY

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

Client Population/Number to be Served: N/A

Summary Statements:

1) Narrative Description of Proposed Services:

Provide Professional Construction Management Services for the renovations to Bldg 100, Bldg 220 Hangar & Corporate & new T-Hangars. H.R. Beebe will work closely with the C&S.

2) Program/Service Objectives and Outcomes:

Redevelopment of Griffiss Airfield for aviation and economic development purposes.

3) Program Design and Staffing Level:

N/A

Total Funding Requested: **\$208,400.00**

Oneida County Department Funding Recommendation: **\$208,400.00** Account # **H-408/369**

Proposed Funding Source: Federal \$0 State \$0 County **\$208,400.00**

Cost Per Client Served: N/A

Past Performance Data: N/A

Oneida County Department Staff Comments: Approved by Acquisition & Contract 7/30/08.

Oneida County Department of Aviation

Oneida County Airport at Griffiss Airfield (RME)

592 Hangar Road, Suite 200

Rome, New York 13441

ANTHONY J. PICENTE, JR.
County Executive

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

ROGER B. SORRELL, C.M.
Commissioner

airport@ocgov.net

August 6, 2008

7N 2008-390

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

AIRPORT

WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATION
2008 AUG 20 PM 2:54

Dear County Executive Picente,

Capital Project H-369, was amended to provide for the development and construction of Airport hangars. Also, Capital Project H-408 was established to continue for renovations to Building 100 (Phase II). The Department of Aviation is submitting the following Construction Management Services proposal with H.R. Beebe, Inc. that provides for the construction phase of Building # 220 Hangar Improvements (H-369), Building #100 Improvements (H-408), New Corporate Hangar (H-369), and; New T-Hangars (H-369).


H.R. Beebe was selected following a Request for Proposals which provided the following responses:

Construction Manager	Fee:
H.R. Beebe, Utica, NY	\$208,400
GRG Construction Services New Hartford, NY	\$209,900
Park City Builders on NY Hamilton, NY	\$369,780
Charles A. Gaetano Constr. Corp. Utica, NY	\$463,450

The Construction Manager will work closely with C&S Engineers as the design professionals and C&S Engineers will also provide construction phase administration services. Approval from the Board of Acquisition of Acquisition and Contract was received on July 30, 2008.


The Department of Aviation recommends acceptance of this proposal with H.R. Beebe Inc., for \$208,400.00 (\$79,600 /H-369 and \$128,800 /H-408) to provide Construction Management services. Please consider the enclosed agreement and if acceptable present to the Oneida County Board of Legislators for approval. These are important projects to the development of the airport and I respectfully request this proposal be acted on at their earliest opportunity. Should you have any question, please contact me. Thank you.

Sincerely,


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

RBS:wfa
Attach.

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


Anthony J. Picente, Jr.
County Executive

Date 8/18/08

31.

IV. ESTIMATE OF DIRECT EXPENSES:

A.	TRAVEL, BY AUTO:	32	TRIPS @	100	MILES/TRIP @	\$0.505	=	\$1,616.00
B.	TRAVEL, BY AIR:	0	TRIPS @	0	PERSONS @	\$0.00	=	\$0.00
C.	PER DIEM:	0	DAYS @	0	PERSONS @	\$109.00	=	\$0.00
D.	LEGAL STENOGRAPHER:						=	\$0.00
E.	MISCELLANEOUS:						=	<u>\$0.00</u>

TOTAL ESTIMATE OF DIRECT EXPENSES: \$1,616.00

V. FIXED FEE (PROFIT, LUMP SUM):

A.	LABOR PLUS OVERHEAD:	15%	(OF III.)	\$9,246.00
B.	DIRECT EXPENSES:	15%	(OF IV.)	<u>\$242.00</u>

TOTAL FIXED FEE: \$9,488.00

VI. TOTALS:

A.	ESTIMATE OF MAXIMUM TOTAL COST FOR PLANNING SERVICES, AGREEMENT TOTAL & FAA ELIGIBLE:	<u><u>\$72,742.00</u></u>
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**ARCHITECTURAL/ENGINEERING
COST SUMMARY
SCHEDULE "B"
CONSTRUCTION ADMINISTRATION
PHASE**

PROJECT NAME: Bldg 220 renovations, corporate hangar & t hangar development
 PROJ DESCRIPTION provide construction administration services

DATE: 11-Jul-08
 A/E: C & S ENGINEERS, INC.
 PROJECT NO: 146
 C&S CONTACT: RN

CLIENT: Oneida County
 CLIENT MANAGER: Ralph Napolitano

I. DIRECT SALARY COSTS:

TITLE	MAXIMUM RATE OF PAY (\$/HR)	AVERAGE RATE OF PAY (\$/HR)	@	HOURS	COST
A. SERVICE GROUP MANAGER	\$73.20	\$63.30	X	2	\$127.00
B. DEPARTMENT MANAGER	\$63.30	\$48.30	X	60	\$2,898.00
C. MANAGING ENGINEER	\$45.50	\$44.10	X	0	\$0.00
D. CHIEF ENGINEER	\$45.00	\$43.00	X	0	\$0.00
E. SENIOR PROJECT ENGINEER	\$39.90	\$35.90	X	200	\$7,180.00
F. PROJECT ENGINEER	\$38.10	\$32.50	X	150	\$4,875.00
G. ENGINEER	\$34.10	\$31.60	X	160	\$5,056.00
H. STAFF ENGINEER	\$28.40	\$24.70	X	84	\$2,075.00
I. SENIOR DESIGNER	\$34.10	\$29.40	X	0	\$0.00
J. DESIGNER	\$28.40	\$22.60	X	0	\$0.00
K. CADD OPERATOR	\$20.30	\$18.70	X	0	\$0.00
L. ADMINISTRATIVE ASSISTANT	\$22.50	\$18.70	X	80	\$1,496.00
M. GRANTS ADMINISTRATOR	\$33.60	\$30.20	X	0	\$0.00
N. MANAGER AIRPORT PLANNING	\$50.80	\$48.80	X	0	\$0.00
O. SENIOR PLANNER	\$50.90	\$40.10	X	0	\$0.00
P. PLANNER	\$35.70	\$33.10	X	0	\$0.00
Q. STAFF PLANNER	\$27.30	\$25.20	X	0	\$0.00
R. SENIOR PROJECT ARCHITECT	\$37.30	\$34.40	X	0	\$0.00
S. PROJECT ARCHITECT	\$31.50	\$29.90	X	0	\$0.00
T. MANAGING GEOLOGIST (SOILS ENG)	\$47.70	\$45.60	X	0	\$0.00
U. GEOLOGIST	\$22.90	\$21.50	X	0	\$0.00
V. ENVIRONMENTAL SCIENTIST	\$29.40	\$25.80	X	0	\$0.00
W. SENIOR CONSTRUCTION SUPERVISOR	\$56.70	\$54.60	X	0	\$0.00
X. CONSTRUCTION SUPERVISOR	\$45.50	\$44.10	X	0	\$0.00
Y. RESIDENT ENGINEER	\$39.80	\$37.90	X	0	\$0.00
Z. CHIEF INSPECTOR	\$31.50	\$29.90	X	0	\$0.00
AA. SENIOR INSPECTOR	\$28.10	\$24.20	X	0	\$0.00
BB. INSPECTOR	\$28.40	\$25.20	X	0	\$0.00
CC. JUNIOR INSPECTOR	\$17.90	\$16.80	X	0	\$0.00
DD. SENIOR TECHNICAL ADMINISTRATOR	\$26.80	\$25.20	X	0	\$0.00
EE. PARTY CHIEF	\$48.90	\$46.80	X	0	\$0.00
FF. INSTRUMENT MAN	\$46.10	\$44.00	X	0	\$0.00
GG. RODMAN	\$46.10	\$44.00	X	0	\$0.00

TOTAL ESTIMATED DIRECT SALARY COST: \$23,707.00

II. OVERHEAD EXPENSES & PAYROLL BURDEN PER SCHEDULE "C" -
 (AUDITABLE, ESTIMATED AND EXPRESSED AS A PERCENTAGE
 OF DIRECT SALARY COST):

160.00% \$37,931.00

III. SUBTOTAL OF ITEMS I & II:

\$61,638.00

29

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

NICHOLAS A. DEROSA
DIRECTOR OF HEALTH

ADMINISTRATION

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



Public Health
Prevent. Promote. Protect.

7/12008-391

PUBLIC HEALTH

WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 AUG 20 PM 3:01

July 30, 2008

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

Dear Mr. Picente:

Re: C023455

Attached are four (4) copies of an agreement between Oneida County through its Health Department and the New York State Department of Health – Integrated Cancer Services Contract.

The purpose of this contract is to provide no cost breast and cervical cancer screening to uninsured or underinsured women in Oneida, Madison and Herkimer counties, age 40 and over. Follow-up care and case management is provided for women who need further services. The term of this agreement shall become effective April 1, 2008 through March 31, 2013 with reimbursement in the amount of \$2,025,146. **No county dollars will be expended as this contract is 100% funded.** This contract is being forwarded to you after the start date as our office received the contract on July 23, 2008.

If this agreement meets with your approval, please sign and notarize where indicated.

Sincerely,

Nicholas A. DeRosa
Director of Health

attachments
ry

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

Anthony J. Picente, Jr.
County Executive

Date 8/18/08

6/1.

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Community Wellness (Integrated Cancer Services)

NAME AND ADDRESS OF VENDOR: New York State Department of Health
Empire State Plaza
Corning Tower, Room 515
Albany, New York 12237-0675

VENDOR CONTACT PERSON: Barbara S. Devore, Deputy Director, Center for Community Health

DESCRIPTION OF CONTRACT: Build and maintain collaborative relationships with health, human service, education and other community organizations to provide and promote utilization of cancer screening services among the priority populations throughout the entire proposed service area, enroll members of the priority populations into comprehensive, age-appropriate breast, cervical and colorectal cancer screening services, identify and recruit licensed medical providers throughout the entire service area to join the partnership, ensure that all men and women with abnormal screening results are assessed for their need for case management services, provide leadership, coordinate and administer the program to implement all required activities.

CLIENT POPULATION SERVED: To provide no cost breast and cervical cancer screening to uninsured or underinsured women in Oneida, Herkimer and Madison counties, age 40 and over. Follow-up care and case management is provided for those individual that require further services. In 2007, 446 clinical breast examinations were performed, 417 mammograms, 421 pap and pelvic examinations, 80 ultrasounds.

PREVIOUS CONTRACT YEAR: April 1, 2007 through March 31, 2008

TOTAL: \$147,003

THIS CONTRACT YEAR: April 1, 2008 through March 31, 2013

TOTAL: \$2,025,146 (Please note this is a five year contract)

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

FUNDING SOURCE: A3451 Grant Award \$2,025,146

Less Revenues: _____

State Funds _____ \$ 2,025,146

County Dollars - Previous Grant \$ * -0-

County Dollars - This Grant \$ -0-

SIGNATURE: Nicholas A. DeRosa, Director of Health

DATE: July 30, 2008

62.

ONEIDA COUNTY

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE



DEPARTMENT OF FINANCE

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501
(315) 798-5750 ♦ Fax: (315) 735-8371 ♦ www.ocgov.net

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 AUG 20 PM 3:06

7N 2008-392

July 17, 2008

INTERNAL AFFAIRS

WAYS & MEANS

Mr. Anthony J. Picente, Jr.
Oneida County Executive
800 Park Ave.
Utica, N.Y. 13501

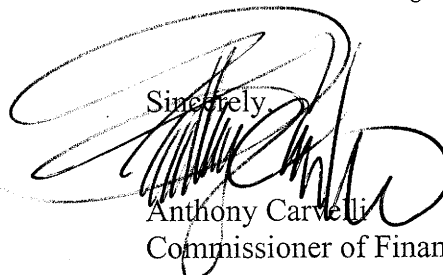
Dear Mr. Picente, Jr.

Pursuant with Title 3 of Article 5 of the Real Property Tax Law, the enclosed petitions are submitted with the recommendations as cited.

Please forward said petitions to the Oneida County Board of Legislators for their consideration.

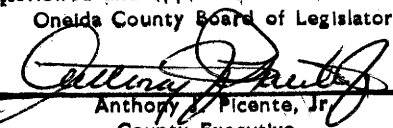
<u>NUMBER</u>		<u>AMOUNT</u>
10	REFUND	\$ 7,706.85
8	CORRECTIONS	\$ 1,387.96

Sincerely,


Anthony Carvelli
Commissioner of Finance

AC:kp
Enclosure

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


Anthony Picente, Jr.
County Executive
Date 8/18/08

43.

REAL PROPERTY TAX SERVICE		ERRONEOUS ASSESSMENTS			DATE		7/17/2008	
TOWN	YEAR	NAME	TAX MAP NUMBERS	TAX UNPAID	AMOUNT CANCEL	TAX PAID	AMOUNT REFUND	AMOUNT CORRECT TO "0"
AVA	2008	ROCKHILL, FRANCES	61.000-1-11.2			\$ 2,546.13	\$ 1,715.59	\$ 830.54
BOONVILLE	2008	COLLIER, JANICE	32.000-1-56			\$ 2,160.87	\$ 496.35	\$ 1,664.52
NEW HARTFORD	2008	MARLOF, HAROLD	328.000-2-16.66			\$ 341.09	\$ 107.64	\$ 233.45
NEW HARTFORD	2008	KELLY, BRENDA	340.010-1-54			\$ 1,606.81	\$ 324.84	\$ 1,281.97
NEW HARTFORD	2008	CIERI, DONALD	349.000-3-27.1			\$ 355.89	\$ 182.19	\$ 173.70
NEW HARTFORD	2008	LINDER, ERIC & ROSANNE	350.000-2-15.2			\$ 1,655.80	\$ 364.38	\$ 1,291.42
NEW HARTFORD	2008	ZINSKI, TED & WANDA	350.000-2-15.5			\$ 2,783.98	\$ 364.38	\$ 2,419.60
VERONA	2008	JOHN D. GEORGE PUBLIC SCHOOL	286.003-1-45			\$ 2,805.18	\$ 1,844.83	\$ 960.35
VIENNA	2008	THURSTON, GARY	236.011-3-34			\$ 2,260.60	\$ 2,260.60	\$ -
WESTERN	2006 & 2007	AMIDON, DAVID	189.001-3-8			\$ 46.05	\$ 46.05	\$ -
CAMDEN	2008	MURLING, CECILE	128.014-1-13	\$468.88	\$257.84			\$ 211.04
FLOYD	2008	BOMBAJ, PILO	261.000-1-12	\$2,115.70	\$108.60			\$ 2,007.10
FORESTPORT	2008	BEHNK, ROSALBA	25.000-1-7.12	\$450.02	\$292.95			\$ 157.07
NEW HARTFORD	2008	COLE, CHARLES & NANCY	350.000-3-19	\$1,763.06	\$392.17			\$ 1,370.89
PARIS	2008	ONEIDA COUNTY	386.000-2-41	\$15.74	\$15.74			\$ -
PARIS	2008	ONEIDA COUNTY	386.000-2-42	\$15.74	\$15.74			\$ -
WESTERN	2008	AMIDON, DAVID	189.001-3-8	\$15.63	\$15.63			\$ -
WESTMORELAND	2008	SCHMIDT, ERIC	302.000-2-4.10	\$2,139.15	\$289.29			\$ 1,849.86
TOTAL					\$1,387.96		\$ 7,706.85	\$ -

64.

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

NICHOLAS A. DEROSA
DIRECTOR OF HEALTH

ADMINISTRATION

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



Public Health
Prevent. Promote. Protect.

7N2008-393

PUBLIC HEALTH

WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 AUG 20 PM 3:02

July 16, 2008

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

Dear Mr. Picente:

Attached are five (5) copies of a contract between Oneida County through its Health Department and New York State Department of Health – Bureau of Tuberculosis Control.

The purpose of this contract is to report information on all newly reported TB cases electronically through the Health Information Network, increase the percentage of TB patients who complete a course of curative TB treatments within twelve months and other related goals listed in the contract workplan. The term of this agreement shall become effective on March 31, 2008 and remain in effect until March 30, 2011 with reimbursement in the amount of \$147,000. **This is a state funded contract. No county dollars will be expended.**

If this agreement meets with your approval, please submit to the Board of Legislators.

Sincerely,

Nicholas A. DeRosa
Director of Health

attachments
ry

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

Anthony J. Picente, Jr.
County Executive

Date: 8/18/08

65.

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Diagnostic & Treatment at 406 Elizabeth Street

NAME AND ADDRESS OF VENDOR: Joann Macclutsky
Bureau of Tuberculosis Control
NYS Department of Health
GNAR-ESP Corning tower – Room 840
Albany, New York 12237-0669

VENDOR CONTACT PERSON: Joann Maclutsky

DESCRIPTION OF CONTRACT: To report information on all newly reported TB cases electronically through the Health Information Network, increase the percentage of TB patients who complete a course of curative TB treatments within twelve months, decrease the case rate in United States born African Americans, as well as several other goals which are listed in the contract.

CLIENT POPULATION SERVED: The goal of the TB program is to prevent the spread of TB. Program efforts are to ensure that TB patients receive and complete adequate treatment, ensure that patients with TB infection and those at high risk for progression to TB disease are identified and receive adequate treatment. Efforts also include educating health care workers and the public about TB. At least 95% of active TB cases will be placed on directly observed therapy; at least 95% will complete their prescribed course of therapy; at least 95% of active TB cases will be interviewed within two working days of notification of the report; at least 95% of the TB cases will be examined within 30 days of their identification.

PREVIOUS CONTRACT YEAR: March 31, 2006 through March 30, 2008

TOTAL: \$77,717

THIS CONTRACT YEAR: March 31, 2008 through March 30, 2011

TOTAL: \$147,000 This is a three year contract.

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

<u>FUNDING SOURCE:</u>	Grant Award	A3414	\$147,000
Less Revenues:	_____		-0-
State Funds			\$ 147,000
County Dollars - Previous Grant			-0-
County Dollars - This Grant			-0-

1 – Three year grant, \$49,000 per year

SIGNATURE: Nicholas A. DeRosa, Director of Health

DATE: July 16, 2008

66.

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

7N2008-394

August 15, 2008

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 AUG 20 PM 2:57

HUMAN RESOURCES

WAYS & MEANS

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

Dear Mr. Picente:

There is a need to transfer funds to cover a shortage in the General Administration, Rent/Lease account. Previously, when leasing copiers, the copy overages were paid separately through the Services Contracts account. In 2008, the copy overages were included in the copy lease and no longer paid separately, which makes this transfer necessary.

Therefore, we are asking for your approval and, subsequent Board approval of the following transfer:

To:	A6010.413	General Administration – Rent/Lease Equipment	\$11,000
From:	A6010.493	General Administration – Services Contracts	\$11,000

Sincerely,

Lucille A. Soldato
Commissioner

Cc: Tom Keeler

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

Anthony J. Picente, Jr.
County Executive

Date: 8/18/08

67.

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

7N2008-395

August 15, 2008

HUMAN RESOURCES
WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 AUG 20 PM 2:57

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

Dear Mr. Picente:

There is a need to transfer funds to cover a shortage in three of our insurance accounts. The insurance charges in our Child and Adult Services account were less than anticipated and we are requesting that funds from this account be transferred to the General Administration, Temporary Assistance and Medicaid Administration accounts.

Therefore, we are asking for your approval and, subsequent Board approval of the following transfers:

To:	A6010.412	General Administration – Insurance	\$17,719
	A6012.412	Temporary Assistance – Insurance	5,320
	A6013.412	Medicaid Administration – Insurance	2,855
From:	A6011.412	Child and Adult Services – Insurance	\$25,894

Sincerely,

Lucille A. Soldato
Commissioner

Cc: Tom Keeler

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

Anthony J. Picente, Jr.
County Executive
Date 8/18/08

68

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

August 15, 2008

7N 2008-396

HUMAN RESOURCES

WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 AUG 20 PM 2:56

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

Dear Mr. Picente:

On July 30, 2008, the Board of Legislators approved a full time Social Welfare Examiner position for the Home Energy Assistance Program. The employee, who will fill this position, previously had a temporary status, which will now be permanent full time. We are asking for a transfer of funds from the Heap temporary help account to the salary account for the remainder of 2008 and also a transfer to cover the increased fringe benefits.

Therefore, we are asking for your approval and, subsequent Board approval of the following transfer:

To:	A6015.101	Heap Salaries	\$9,202
	A6015.810	Retirement	835
	A6015.830	Social Security	704
	A6015.840	Workmen's Compensation	230
	A6015.850	Unemployment Insurance	23
	A6015.860	Health Insurance	3,750
From:	A6015.102	Temporary Help	\$9,202
	A6015.495	Other Expenses	5,542

Sincerely,

Lucille A. Soldato
Commissioner

Cc: Tom Keeler

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

Anthony J. Picente, Jr.
County Executive
Date 8/18/08 69.

**INTRODUCTORY
NO. 310**

F.N. 2008-337

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. 311

**INTRODUCED BY: Messrs. Paparella, Porter, LaBella
2ND BY: Mr. Puma**

**RE: APPROVAL TO CREATE POSITION OF SOCIAL WELFARE EXAMINER, GRADE W17,
IN AA#A6015, DSS-HOME ENERGY ASSISTANCE PROGRAM**

WHEREAS, Oneida County Executive Anthony J. Picente, Jr. is in receipt of correspondence from Paulette Z. Nickerson, Commissioner of Personnel, and Lucille Soldato, Commissioner of Social Services, requesting authorization to add the title of Social Welfare Examiner, Grade W17 (Step 1) (\$21,749) for the Home Energy Assistance Program, and

WHEREAS, Said request must be approved by the Oneida County Board of Legislators, now, therefore, be it hereby

RESOLVED, That the title of Social Welfare Examiner, Grade W17 (Step 1) (\$21,749) is hereby added for the Department of Social Services Home Energy Assistance Program. This position will be 100% supported by federal HEAP administrative funds with no additional local cost.

APPROVED: Human Resources Committee (June 25, 2008)
Ways and Means Committee (July 16, 2008)

DATED: July 30, 2008

Adopted by the following v.v. vote:
AYES 28 NAYS 0 ABSENT 1 (Mr. Miller)

70.

ONEIDA COUNTY

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE



DEPARTMENT OF FINANCE

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501
(315) 798-5750 ♦ Fax: (315) 735-8371 ♦ www.ocgov.net

August 14, 2008

7N2008-397

INTERNAL AFFAIRS

WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 AUG 20 PM 2:56

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

Dear Mr. Picente:

New York State recently awarded money to the county to conduct two (2) studies, the first on Collaborative Assessing and a second on developing a Centralized Tax Database. Therefore, we are requesting a supplemental appropriation as follows:

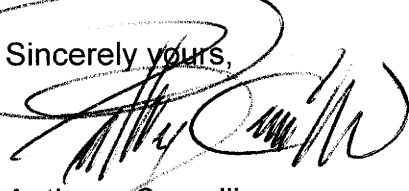
To:	<u>Account No.</u>	<u>Account Name</u>	<u>Amount</u>
AA#	1312.1951	Other Fees and Services	\$50,000.00

This appropriation is fully supported by unanticipated State grants in:

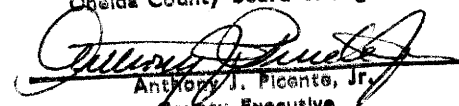
RA#	<u>Account No.</u>	<u>Account Name</u>	<u>Amount</u>
	3045	State Aid, Collaborative Assessing	\$25,000.00
RA#	3046	State Aid, Prop Tax Database	\$25,000.00

As such, there is no additional cost to the County required in support of this request.

Please forward this to the Board of Legislators at your earliest convenience.

Sincerely yours,

Anthony Carvelli
Commissioner of Finance

CC: Thomas Keeler, Budget Director

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

Anthony J. Picente, Jr.
County Executive
Date 8/15/08

71.



Lee Kyriacou
Executive Director

STATE OF NEW YORK
EXECUTIVE DEPARTMENT
OFFICE OF REAL PROPERTY SERVICES
16 SHERIDAN AVENUE
ALBANY, NEW YORK 12210-2714

TEL. (518) 474-5711 FAX (518) 474-9276
www.orps.state.ny.us

RECEIVED

JUL 22 2008

ONEIDA COUNTY
COMMISSIONER OF FINANCE

July 18, 2008

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

Dear Mr. Picente:

Congratulations on your county being awarded a \$50,000 assessment improvement study grant under the Centralized Property Tax Administration Program (2007-08). By now you should have received or will shortly receive the initial \$25,000 payment. You are in good company – over 50 counties applied.

The assessing study grant allows each county, and the communities within it, to find their own path to improved assessing. You will define that path by fully documenting the existing system, identifying problems, costs, service levels and ideas for improvement, and coming up with a set of changes and a plan to get there.

Minimal Requirements. We impose only one requirement on your study – that you develop a plan to review at least one system of assessing that will apply common standards to every parcel in the county. We see several ways of getting there in terms of structure: a county-run assessing system; a municipal-run system where communities contract with the county for key support services such as appraisal; a municipal-run system where communities contract among themselves to treat all parcels identically; and possibly more. In addition to reviewing one countywide system, you may choose to study intermediate options of collaborative assessing and common standards.

The grant does not require recommendations in the study report, or that any changes be adopted. Rather, to receive the remaining \$25,000, the study need only be presented to your legislative body. We believe that simply by doing the study, your county will engage in a meaningful dialogue on assessing, and that a better system will result.

Shared Goals. All of us – both at state and local levels – want for our taxpayers a property tax system that is *transparent* (Is it simple enough for taxpayers to understand?), *fair* (Does it

treat every parcel the same way?), and *efficient* (Is it the lowest cost for a given level of service?). These are the core goals of a good property tax system.

From your perspective, if you can get to common treatment for all parcels in your county, you will undoubtedly improve on all three goals for your taxpayers. ***And you will be in control of your own taxes***, as opposed to leaving it to ORPS to set equalization rates – which have the potential to shift school and county taxes among the assessing jurisdictions in your county. ***You may also be able to qualify for enhanced aid from ORPS for quality assessing that affects all parcels in a county.***

From ORPS' perspective, as the manager of the statewide property tax system, we face a system with over 1,100 assessing units and no common statewide assessing standards, which performs poorly compared to almost all other states. We know that, if communities within each county can achieve uniform standards and a common level of assessment, then the statewide system will also substantially improve. That is a win-win for all.

Help from ORPS. We believe the best improvements will come from local efforts, with some guidance and structure. We view our role as providing the grants, communicating overall objectives, helping you organize your efforts, and providing you with as much support, advice and comparative data as you want. Everyone in the Office of Real Property Services (ORPS) stands ready to help the counties in their studies.

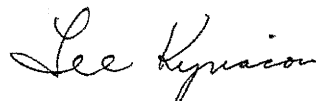
Specifically, we are assigning an ORPS staff member and manager from our regional office as your liaisons for this study. We expect one or both to attend your meetings, provide support and guidance, and pitch in directly in the work. We would also like your county to identify an individual as liaison to ORPS, whether your county RPT director or anyone else you choose. Please send their contact information to:

Teresa Frank
Central Regional Office
401 South Salina Street, 5th Floor
Syracuse, NY 13202-2415
(315) 471-2347
teresa.frank@orps.state.ny.us

To help the counties along, we will separately provide you more detailed suggested materials on: whom to involve; timeline; data to collect; questions to ask; possible structures to consider; potential costs / benefits; options on data management; and how your changes might qualify for state aid. Those suggestions will appear in a study outline on our website (www.orps.state.ny.us/cptap) along with other assistance. We expect to post progress of other counties as well, so you can see what others are thinking about and compare notes with colleagues elsewhere.

Again, congratulations on your grant. I am confident your efforts will lead to a better property tax system for taxpayers in your county and a better system statewide.

Sincerely,



Lee Kyriacou

cc: Kathy Pilbeam, Real Property Tax Director
Anthony Carvelli, Commissioner of Finance

73



Lee Kyriacou
Executive Director

STATE OF NEW YORK
EXECUTIVE DEPARTMENT
OFFICE OF REAL PROPERTY SERVICES
16 SHERIDAN AVENUE
ALBANY, NEW YORK 12210-2714

TEL. (518) 474-5711 FAX (518) 474-9276
www.orps.state.ny.us

July 18, 2008

RECEIVED

JUL 22 2008

ONEIDA COUNTY
COMMISSIONER OF FINANCE

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

Dear Mr. Picente:

Congratulations on your county being awarded a \$50,000 study grant for a shared tax collection database under the Centralized Property Tax Administration Program (2007-08). By now you should have received or will shortly receive the initial \$25,000 payment.

The tax collection study grant enables counties to explore options for harnessing technology to the benefit of taxing jurisdictions and taxpayers alike. As part of your study, you will be documenting the existing system, identifying problems, costs, service levels and opportunities for improvement, as well as determining a plan to bring about those improvements.

Minimal Requirements. The only requirement for the initial \$25,000 of the centralized tax collection grant is that you prepare a study for the implementation of a common database through which the taxable status and tax and payment history of every real property parcel in the county may be ascertained. Beyond that, you may opt to explore county-run, municipal-coordinated and/or hybrid collection options for property tax collaborative collection.

The second \$25,000 payment is available to defray the implementation expense for those counties that opt to create a common tax collection database. In terms of requirements, that means your county must choose to implement a countywide database, and that ORPS will defray the actual costs of implementation up to the second \$25,000. Thus, there is up to \$50,000 available for those counties that study and implement this database.

74.

Help from ORPS. We believe the best improvements will come from local efforts, with some guidance and structure. We view our role as setting up the grants, communicating overall objectives, helping you organize your efforts, and providing you as much support, advice and comparative data as you could want. Everyone in the Office of Real Property Services (ORPS) stands ready to help the counties in their studies.

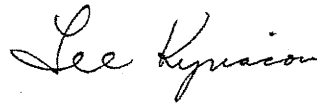
Specifically, we are assigning an ORPS staff member and manager from our regional office as your liaisons for this study. We expect one or both to attend your meetings, provide support and guidance, and pitch in directly in the work. We would also like your county to identify an individual as liaison to ORPS, whether your county RPT director or anyone else you choose. Please send their contact information to:

Teresa Frank
Central Regional Office
401 South Salina Street, 5th Floor
Syracuse, NY 13202-2415
(315) 471-2347
teresa.frank@orps.state.ny.us

To help the counties along, we will separately provide you more detailed suggested materials on: whom to involve; timeline; data to collect; questions to ask; possible structures to consider; potential costs / benefits; options on data management; and how your changes might qualify for state aid. Those suggestions will appear in a study outline on our website (www.orps.state.ny.us/cptap) along with other assistance. We expect to post progress of other counties as well, so you can see what others are thinking about and compare notes with colleagues elsewhere.

Again, congratulations on your grant. I am confident your efforts will lead to a better property tax system for taxpayers in your county and a better system statewide.

Sincerely,



Lee Kyriacou

cc: Kathy Pilbeam, Real Property Tax Director
Anthony Carvelli, Commissioner of Finance

25.

Oneida County Department of Public Works

ANTHONY J. PICENTE, JR.
County Executive

JOHN J. WILLIAMS
Commissioner

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

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

7/12008-398

August 5, 2008

PUBLIC WORKS

WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 AUG 20 PM 2:55

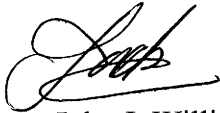
Hon. Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

Dear County Executive Picente,

Attached is a copy of a roadside ditching agreement for consideration and approval with various towns in Oneida County. These agreements are an effort to utilize existing resources to accomplish a common goal. The agreement shows the range of an hourly rate of between \$225.00 and \$275.00 per hour with an estimated amount of \$10,000.00 and a not to exceed maximum amount of \$11,000.00. There are a few towns that will utilize the Shared Services Agreement with a combined town/county crew and no monetary exchange.

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.

Sincerely,




John J. Williams
Commissioner

JJW/mk
Attach.

cc: Thomas Keeler - Budget Director
Joseph Timpano - Comptroller

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



Anthony J. Picente, Jr.
County Executive

Date 8/18/08

Oneida County Department: Public Works

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators Contract Summary

Name of Proposing Organization: Various Towns in Oneida County

Title of Activity or Service: Roadside Ditching Agreements

Client Population/Number to be Served: N/A

Summary Statements:

1) Narrative Description of Proposed Services: Utilize existing resources to accomplish a common goal. The agreement shows the range of an hourly rate of between \$225.00 and \$275.00 with an estimated amount of \$10,000 and a not to exceed maximum amount of \$11,000.

2) Program/Service Objectives and Outcomes: N/A

3) Program Design and Staffing Level: N/A

Total Funding Requested: \$178,200

Oneida County Department Funding Recommendation:

Account # D5110

Proposed Funding Source: Federal _____ State \$ _____ County X

Cost Per Client Served: N/A

Past Performance Data: N/A

Oneida County Department Staff Comments:

ROADSIDE DITCHING AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20__ by and between the **County of Oneida**, hereinafter referred to as "**County**" acting through Dennis S. Davis, Deputy Commissioner, Oneida County DPW, and the **Town of _____**, County of Oneida, State of New York, hereinafter referred to as "**Town**"

WITNESSETH

That for the consideration and upon the terms and conditions hereinafter provided, the Town agrees to furnish some machinery and labor to the County for the purpose of providing the County with roadside ditching services to keep Right of Way portions of the highway ditched in accordance with the rules and regulations as set forth by the County, which rules and regulations are attached herewith and made a part hereof this agreement for the construction season dating from April 2008 through December 2008.

It is further agreed that the governing board of said Town, by resolution, accepts the following proposal of the County of Oneida for roadside ditching on the improved County Road System of said Town for the consideration appearing in the "Additions" below. The Town agrees to expend up to 40 hours, upon the terms and conditions hereinafter provided, to ditch county roads within the Town of _____ and the County agrees to reimburse the Town of _____ for its labor and its equipment use at the rates as listed below, the total cost not to exceed \$11,000.00(\$275/hour).

The Town agrees to indemnify and hold harmless the County from any property damage and personal injury, including death, which is caused by the Town's negligent performance under the terms of this Agreement and shall at all times maintain the necessary insurance coverage to provide such indemnification to the County

ADDITIONS

The Town shall ditch County roadsides as specified below:

1. The County will designate the areas to be cleaned.
2. The hourly rates shall be as follows:

A. gradall, 2- single axle trucks, flag-person and operators	\$250 per hour.
B. gradall, 1- tandem, 1-single axle trucks, flag-person and operators	\$260 per hour.
C. gradall, 2- tandem axle trucks, flag-person and operators	\$275 per hour.
D. gradall, 2- tandem axle trucks and operators	\$250 per hour.
E. gradall, 2- single axle trucks and operators	\$225 per hour.

IN WITNESS WHEREOF, the County and the Town, through their authorized representatives, place their signatures on this agreement on the day and date first above written.

COUNTY OF ONEIDA

TOWN OF _____

BY: _____
Deputy Commissioner
Oneida County DPW

BY: _____
Supervisor

BY: _____
Highway Supt.

COUNTY OF ONEIDA

BY: _____
County Executive

Approved As To Form
ONEIDA COUNTY ATTORNEY

By _____

TOWN	Contract	Est. Hours	Rate	Est. Cost	Sent	Received
ANNSVILLE	Yes	40	275.00	\$ 11,000.00		
AUGUSTA	No	0		\$ -		
AVA	Yes	40	260.00	\$ 10,400.00		
BOONVILLE	No	0	0.00	\$ -		
BRIDGEWATER	Yes	40	225.00	\$ 9,000.00		
CAMDEN	Yes	40	250.00	\$ 10,000.00		
DEERFIELD	No	0	0.00	\$ -		
FLORENCE	Yes	40	275.00	\$ 11,000.00		
FLOYD	No	0	0.00	\$ -		
FORESTPORT	No	0	0.00	\$ -		
KIRKLAND	Yes	40	275.00	\$ 11,000.00		
LEE	No	0	0.00	\$ -		
MARCY	Yes	40	275.00	\$ 11,000.00		
MARSHALL	Yes	40	260.00	\$ 10,400.00		
NEW HARTFORD	Yes	40	275.00	\$ 11,000.00		
PARIS	Yes	40	225.00	\$ 9,000.00		
REMSEN	No	40	0.00	\$ -		
ROME	Yes	40	250.00	\$ 10,000.00		
SANGERFIELD	Yes	40	260.00	\$ 10,400.00		
STEUBEN	Yes	40	275.00	\$ 11,000.00		
TRENTON	No	0	0.00	\$ -		
VERNON	No	0	0.00	\$ -		
VERONA	Yes	40	250.00	\$ 10,000.00		
VIENNA	Yes	40	275.00	\$ 11,000.00		
WESTERN	No	0	0.00	\$ -		
WESTMORELAND	Yes	40	275.00	\$ 11,000.00		
WHITESTOWN	Yes	40	275.00	\$ 11,000.00		
TOTAL		720		\$ 178,200.00		
WEEKS		18				

79.

Oneida County Department of Public Works

Anthony J. Picente Jr.
County Executive

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

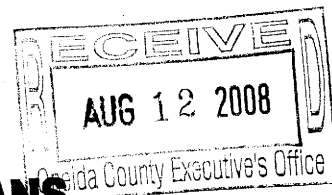
DIVISIONS
Buildings and Grounds
Engineering
Highways, Bridges & Structures
Reforestation

JOHN J. WILLIAMS
Commissioner

7/12/08-399

August 11, 2008

PUBLIC WORKS



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

WAYS & MEANS

Dear County Executive Picente,

In accordance with Section 115 of the Highway Law of the State of New York, the County Superintendent of Highways, or in this case the Commissioner of Public Works, is authorized to update the Official Highway Map of the County Highway System. Therefore, I am asking that the enclosed resolution be presented to the Board of Legislators for consideration.

The resolution involves re-designation of County Route 40, Judd Road in the Town of Whitestown, to County Route 840; re-designation of a portion of County Route 40, Colemans Mills Road in the Town of Whitestown, to County Route 840; and re-designation of County Route 90, Sutliff Road in the Town of Whitestown, to County Route 840. The subject highways now act as an extension of New York State Route 840 and provide a connection between New York State Route 840 and New York State Route 233. The new County Route number designations will provide more uniform and less confusing route signage.

If you concur, please present the aforementioned resolution to the Board of Legislators for consideration. If approved, please forward 6 certified copies of the resolution to Mark Laramie for further processing.

Thank you for your assistance.

Sincerely,

John J. Williams
Commissioner of Public Works

cc: Dennis Davis, Deputy Commissioner
Mark Laramie, Deputy Commissioner
Highway Inventory File

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

Anthony J. Picente, Jr.
County Executive

Date 8/18/08

2008 AUG 20 PM 2:54

RECEIVED
ONEIDA COUNTY LEGISLATURE

80.

BOARD OF COUNTY LEGISLATORS, ONEIDA COUNTY
RESOLUTION NO. _____

INTRODUCED BY: _____

2ND BY: _____

RE: APPROVAL OF AMENDMENT TO OFFICIAL MAP OF THE ONEIDA COUNTY HIGHWAY SYSTEM

WHEREAS, In accordance with Section 115 of the New York State Highway Law, the Commissioner of Public Works is required to prepare a map showing the County Highway System to be constructed, reconstructed and maintained from the County Road Fund, and

WHEREAS, Said Map currently designates Judd Road and Colemans Mills Road as County Route 40 and Sutliff Road as County Route 90, in the Towns of Whitestown and Rome, and upon completion of State Route 840 some confusion exists as to the continuation of the route to State Route 233 in the Town of Rome, therefore it is necessary to change the county route designation of these roads and provide consistent signage and

WHEREAS, Any additions or deletions to the County Highway System must be approved by the County Board of Legislators, now, therefore, be it hereby

RESOLVED, That the Official Map of the Oneida County Highway System be and hereby is amended and approved, in accordance with Section 115 of the New York State Highway Law, to change the County Route numbers as follows (road names will remain unchanged):

1. **Judd Road** – from Halsey Road to Airport Road – 3.79 miles – T/O Whitestown - Change designation to **County Route 840**.
2. **Colemans Mills Road** – from Airport Road to Sutliff Road – 0.51 miles – T/O Whitestown – Change designation to **County Route 840**.
3. **Sutliff Road** – from Colemans Mills Road to State Route 233 – 2.29 miles – T/O Whitestown – Change designation to **County Route 840**.

RESOLVED, That upon approval by this Board, a copy of the updated Official Map of the Oneida County Highway System shall be filed with the Oneida County Clerk, the Commissioner of Public Works, and the Regional Traffic Engineer of the New York State Department of Transportation.

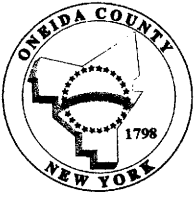
APPROVED: Public Works Committee (_____,2008)
Ways & Means Committee(_____,2008)

DATED: _____,2008

Adopted by the following vote:

AYES: _____ NAYS: _____

81.



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
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FN 2008-400

August 22, 2008

READ & FILED

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

RE: Draft Land Lease-Oneida County to Griffiss Local Development Corporation

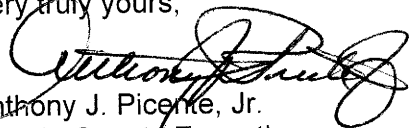
Honorable Members:

At the request of the Chairman of the Board of Legislators, I enclose herewith a **draft copy** of the proposed land lease between the County of Oneida and the Griffiss Local Development Corporation (GLDC) relative to the placement and construction of the new Fixed Base Operations building at the Griffiss International Airport.

Please note that this draft copy is FOR INFORMATIONAL PURPOSES ONLY. The draft is not in a form acceptable for Board action but is being provided so that the Board, and more particularly its Airport Committee, may begin to review the provisions of the lease.

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

Very truly yours,


Anthony J. Picente, Jr.
Oneida County Executive

Cc: Law Department
Mark Reynolds
Al Candido
Joseph E. Saunders, Esq.

w/encl

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ONEIDA COUNTY LEGISLATURE

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DRAFT

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease"), dated as of _____, 2008 (the "Effective Date"), is by and between the **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 "Lessor") and **GRIFFISS LOCAL DEVELOPMENT CORPORATION**, a New York local development corporation with its offices at 153 Brooks Road, Rome, New York 13441 (the "Lessee").

WITNESSETH:

WHEREAS, Lessee desires to lease the Demised Premises (as such term is hereinafter defined) from Lessor and develop the Project (as such term is hereinafter defined) thereon; and

WHEREAS, Lessor is willing to lease the Demised Premises (as such term is hereinafter defined) to Lessee upon the terms, covenants and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the sum of One and 00/100 Dollars (\$1.00), paid by Lessee to Lessor, and other good and valuable consideration, the payment, receipt and legal sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

ARTICLE 1 - DEFINITIONS

1.1 As used in this Lease, the following underlined capitalized words in this Section "1.1" shall have the following meanings:

1.1.1 Access Road – means that certain 24± foot wide access road to be constructed by Lessor, at Lessor's own cost and expense, within the bounds of the parcel of land designated as "Parcel D" on the Survey Map.

1.1.2 Access Road Plans and Specifications – means those certain final plans and specifications, to be prepared by Lessor's Architect, for the construction of the Access Road (within the bounds of the parcel of land designated as "Parcel D" on the Survey Map).

1.1.3 Actual Project Cost – means all construction or "hard" costs and all non-construction or "soft" costs actually incurred or paid for by Lessee in connection with the Project including, without limitation, (i) all costs of surveying, legal, engineering, architectural and other professional services (e.g., the costs of test borings, environmental assessments, environmental remediations, surveys, maps, estimates, plans and specifications), and of supervising construction as well as the performance of all other duties required by or consequent upon the proper construction of, and the making of the alterations, renovations, additions and improvements in connection with the design, construction and/or completion of the Project; (ii) all costs paid or incurred for labor, materials, services, supplies, machinery, equipment and other expenses and to contractors, suppliers, builders and materialmen; (iii) all costs of surety bonds and of insurance that may be required or necessary during the construction phase of the Project;

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(iv) all costs of title work and/or title insurance (including owner's and/or loan policies of title insurance); (v) all costs of and/or related to obtaining and closing upon the Financing of the Project, including appraisal fees, lender's application and commitment fees, lender's attorneys' fees and disbursements, and recording and/or filing charges and fees, etc., (vi) the interest due and payable on the Financing during the construction phase of the Project; (vii) all costs incurred or paid in connection with the preparation of the Lease and/or the other Lease Documents and the Sublease and/or the other Sublease Documents, including the fees and disbursements of Lessee's attorneys; (viii) all costs of and/or related to the Agency Transaction including the Agency's fees, and the fees and disbursements of the Agency's attorneys and Lessee's attorneys in connection with the Agency Transaction; (ix) all costs which Lessee shall be required to pay, under the terms of any contract or contracts, for the design, construction and/or completion of the Project, including any amounts required to reimburse Lessee for advances made for any item otherwise constituting a Project cost or for any other costs incurred and for work done which are properly chargeable to the Project; and (x) all other costs and expenses relating to the design, construction and completion of the Project.

1.1.4 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, and its successors and assigns.

1.1.5 Agency Transaction – shall have the meaning ascribed to such term in Section “27.1” hereof.

1.1.6 Air Force – means the United States of America, acting by and through the Secretary of the Air Force and/or the Air Force Real Property Agency (f/k/a Air Force Base Conversion Agency).

1.1.7 Air Force Deed – means that certain New York Quitclaim Deed from The United States of America, acting by and through the Secretary of the Air Force to the Oneida County Industrial Development Agency dated August 12, 2005 and recorded on September 30, 2005 in the Oneida County Clerk's Office as Instrument No. 2005-020891.

1.1.8 Airport – means that certain 1,593± acre portion of the Base owned by the County and commonly known and referred to as the Oneida County Airport at the former Griffiss Air Force Base. At present, the Airport is certificated under Part 139 of the FAA Regulations as a Class IV airport.

1.1.9 Airport Rules and Regulations – shall have the meaning ascribed to such term in Section “3.1” hereof.

1.1.10 Base – means the former Griffiss Air Force Base, Rome, New York.

1.1.11 Blanket Insurance Policy – shall have the meaning ascribed to such term in Section “14.5” hereof.

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1.1.12 Building – means that certain 10,000 ± square foot building to be constructed on the Land by Lessee, at Lessee’s own cost and expense, pursuant to the provisions of this Lease. The Building shall include any and all alterations and replacements thereof, additions thereto and substitutions therefor made by Lessee. The Building shall also include that portion of the Building Connector to be constructed by Lessee.

1.1.13 Building Connector – means that certain enclosed building connector connecting the General Aviation Hangar to the Building. Lessor, at its own cost and expense, shall construct that portion of the Building Connector which is to extend between the northerly face of the main portion of the General Aviation Hangar to the northerly boundary of Parcel B and Lessee, at its own cost and expense, shall construct that portion of the Building Connector which is to extend between the southerly face of the main portion of the Building and the southerly boundary of Parcel A so that the portions of the Building Connector constructed by Lessor and Lessee, respectively, meet at the Point of Demarcation situate on the Common Boundary.

1.1.14 Closing on Option Property - shall have the meaning ascribed to such term in Section “48.1” hereof.

1.1.15 Commencement Date – means the first day of the Term, as is more particularly set forth in Section “4.1” below.

1.1.16 Commencement Date of Sublease – means the “Commencement Date” of the Sublease, as the term “Commencement Date” is defined in the Sublease.

1.1.17 Commencement Date of Operating Agreement – means the “Commencement Date” of the Operating Agreement, as the term “Commencement Date” is defined in the Operating Agreement.

1.1.18 Common Boundary – means the common boundary line between Parcel A on the north and Parcel B on the south.

1.1.19 Construction Period – means the period of time from the Effective Date up to, but not including, the Commencement Date.

1.1.20 County – means the County of Oneida, a New York municipal corporation with its principal offices at the County Office Building, 800 Park Avenue, Utica, New York 13501, and its successors and assigns. The County and Lessor are one and the same entity.

1.1.21 Demised Premises – means, collectively, the Land, the Building, and the Related Improvements.

1.1.22 EDGE – means Economic Development Growth Enterprises Corporation, a New York not-for-profit corporation with its principal offices at 153 Brooks Road, Rome, New

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York 13441, and its successors and assigns. At present, EDGE provides staff services to Lessor pursuant to an agreement between them.

1.1.23 Effective Date – means the day and year first above written.

1.1.24 Expiration/Termination Date Balance – means the sum of (a) the Unpaid Balance of Financing plus (b) the Maintenance and Repair Costs Overrun (both measured as of the expiration or earlier termination hereof).

1.1.25 FAA – means the Federal Aviation Administration, an agency of the United States Government, and its successors.

1.1.26 Financing – means, collectively, the Institutional Financing and Internal Financing.

1.1.27 General Aviation Hangar – means that certain 15,000± square foot general aviation hangar to be constructed by Lessor, at Lessor's own cost and expense, within the bounds of the parcel of land designated as "Parcel B" on the Survey Map. The General Aviation Hangar shall include that portion of the Building Connector which is to be constructed by Lessor.

1.1.28 General Aviation Hangar Plans and Specifications – means those certain final plans and specifications, to be prepared by Lessor's Architect, for the construction of the General Aviation Hangar (within the bounds of the parcel of land designated as "Parcel B" on the Survey Map).

1.1.29 GUSC – means Griffiss Utility Services Corporation, a New York local development corporation with offices at 153 Brooks Road, Rome, New York 13441, and its successors and assigns.

1.1.30 Institutional Financing – means, collectively, all loans, borrowings and/or other financings and/or re-financings (including construction loans and permanent loans) obtained or to be obtained by Lessee from one or more banking organizations, trust companies, insurance companies, economic development agencies and/or lenders and/or other institutional lenders (collectively, the "Institutional Lenders") for the purposes of financing and/or re-financing all or some portion of the design, construction and completion of the Project and/or the Actual Project Cost.

1.1.31 Institutional Lenders – shall have the meaning ascribed to such term in Section "1.1.30" hereof.

1.1.32 Internal Financing – means, collectively, all equity investments which Lessee makes for the purpose of financing and/or re-financing all or some portion of the design, construction and completion of the Project and/or the Actual Project Cost, which equity investments Lessee elects, for its own accounting and/or other purposes, to treat as internal loans and/or borrowings (amortized over a period of time not to exceed, in the aggregate, 20 years, and

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at a fixed rate of interest not to exceed 7.5% per annum). Lessee, in its sole discretion, may evidence the Internal Financing with one or more promissory notes and/or otherwise make such notation or notations thereof in its books and records (including, without limitation, its financial statements) as it deems appropriate.

1.1.33 Land – means that certain _____ ± square foot tract or parcel of land designated as “Parcel A” on the Survey Map. The Building (including Lessee’s portion of the Building Connector) and the Related Improvements are to be constructed by Lessee on the Land pursuant to the provisions of this Lease, all at Lessee’s own cost and expense.

1.1.34 Lease – means this Lease Agreement by and between Lessor and Lessee with respect to the Land and the other matters set forth herein, as the same may be amended by Lessor and Lessee from time to time. A memorandum of this Lease is to be recorded in the Oneida County Clerk’s Office.

1.1.35 Lease Documents – means this Lease, that certain memorandum of this Lease, dated as of the Effective Date, by and between Lessor and Lessee, and any other documents executed and delivered by the parties hereto in connection with or pursuant to this Lease.

1.1.36 Lease Year – means each period of twelve (12) consecutive months occurring during the Term, the first Lease Year to commence on the Commencement Date and each subsequent Lease Year to commence on each subsequent anniversary of the Commencement Date. By way of illustration, if the Commencement Date were September 1, 2009, the first Lease Year would run from September 1, 2009 through and including August 31, 2010. The second Lease Year would run from September 1, 2010 through and including August 31, 2011.

1.1.37 Lessee – means Griffiss Local Development Corporation, a New York local development corporation with its offices at 153 Brooks Road, Rome, New York 13441, and its permitted successors and assigns.

1.1.38 Lessee’s Architect – means C&S Engineers, Inc., with its principal offices at 409 Col. Eileen Collins Boulevard, Syracuse, New York 13212.

1.1.39 Lessee’s Final Plans and Specifications – means those certain final plans and specifications, to be prepared by Lessee’s Architect, for the construction by Lessee on the Land of the Building (including Lessee’s portion of the Building Connector) and the Related Improvements, as more particularly described in Section “5.2” hereof. Lessee’s Final Plans and Specifications shall be annexed hereto and made a part hereof as **Exhibit D**.

1.1.40 Lessee’s Insurance - shall have the meaning ascribed to such term in Section “14.5” hereof.

1.1.41 Lessee’s Maintenance and Repair Budget – means the aggregate amount budgeted by Lessee to cover the cost of maintaining, repairing and/or replacing all or any

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portion of the Building (including Lessee's portion of the Building Connector) and related improvements during the Original Term and Renewal Term, to wit: the sum of \$_____.

1.1.42 Lessee's Post-Commencement Date Plans and Specifications – any plans and specifications for improvements, additions and/or modifications to the Demised Premises by Lessee prepared pursuant to the provisions of Article 7 below.

1.1.43 Lessee's Proposed Plans and Specifications – means those certain proposed plans and specifications, to be prepared by Lessee's Architect, for the construction by Lessee of the Building and the Related Improvements.

1.1.44 Lessee's Work – means the work Lessee is required to perform, or to have performed, according to Lessee's Final Plans and Specifications, in connection with the construction of the Building (including Lessee's portion of the Building Connector) and the Related Improvements on the Land so to make the same substantially ready for occupancy, all as is more particularly set forth in Article 5 below. Lessee's Work shall be performed at Lessee's own cost and expense.

1.1.45 Lessee's Work Punch List – shall have the meaning ascribed to such term in Section "5.4" hereof.

1.1.46 Lessor – means the County of Oneida, a New York municipal corporation with its principal offices at the County Office Building, 800 Park Avenue, Utica, New York 13501, and its successors and assigns.

1.1.47 Lessor's Architect – means C&S Engineers, Inc., with its principal offices at 409 Col. Eileen Collins Boulevard, Syracuse, New York 13212.

1.1.48 Lessor's Final Plans and Specifications – means, collectively, the General Aviation Hangar Plans and Specifications, the Access Road Plans and Specifications and the Parking Lot Plans and Specifications, all as more particularly described in Section "4A.1" hereof.

1.1.49 Lessor's Proposed Plans and Specifications – means those certain proposed plans and specifications, to be prepared by Lessor's Architect, for the construction of the General Aviation Hangar, the Access Road and the Parking Lot.

1.1.50 Lessor's Work – means the work Lessor is required to perform, or to have performed, according to Lessor's Final Plans and Specifications, in connection with the construction of the General Aviation Hangar, the Access Road and the Parking Lot so as to make each substantially ready for occupancy or use, as the case may be, all as is more particularly set forth in Article 4A below. Lessor's Work shall be performed at Lessor's own cost and expense.

1.1.51 Lessor's Work Punch List – shall have the meaning ascribed to such term in Section “4A.3” hereof.

1.1.52 Maintenance and Repair Costs Overrun – means, as of the date when measured, the aggregate amount by which Lessee's costs of maintaining, repairing and/or replacing all or any portion of the Building (including Lessee's portion of the Building Connector) and the Related Improvements exceeds the Lessee's Maintenance and Repair Budget.

1.1.53 New Sublease – shall have the meaning ascribed to such term in Section “7A.2” hereof.

1.1.54 Operating Agreement – means that certain Griffiss Air Field Operational and Management Agreement for Fixed Base Operator, dated as of _____, 2008, by and between Lessor and Sublessee relating to the provision and/or management of fixed base operations at the Airport. A copy of the Operating Agreement shall be annexed hereto as **Exhibit A**.

1.1.55 Opinion – means the opinion given by Lessor's counsel to Lessee, Lessee's counsel, the Institutional Lenders and the Title Insurers, dated as of the Effective Date or as of any other date reasonably requested by the Opinion recipients. The Opinion shall be in substantially the same form as the sample Opinion which is annexed hereto and made a part hereof as **Exhibit** _____, or in such other form as may be reasonably requested by the Opinion recipients.

1.1.56 Option Exercise Notice - shall have the meaning ascribed to such term in Section “48.2” hereof.

1.1.57 Option Expiration Date - shall have the meaning ascribed to such term in Section “48.3” hereof.

1.1.58 Option Property – shall have the meaning ascribed to such term in Section “48.1” hereof.

1.1.59 Option Property Closing Date - shall have the meaning ascribed to such term in Section “48.1” hereof.

1.1.60 Option to Purchase - shall have the meaning ascribed to such term in Section “48.1” hereof.

1.1.61 Original Term – shall have the meaning ascribed to such term in Section “4.1” hereof.

1.1.62 Original Term of Sublease – means the “Original Term” of the Sublease, as the term “Original Term” is defined in the Sublease.

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1.1.63 Parcel A – means that certain _____ ± square foot parcel of land designated as “Parcel A” on the Survey Map. Parcel A is the same as the Land for the purposes of this Lease. Parcel A is the parcel of land upon which the Building (including Lessee’s portion of the Building Connector) and the Related Improvements are to be constructed by Lessee pursuant to the provisions of this Lease.

1.1.64 Parcel B – means that certain _____ ± acre parcel of land designated as “Parcel B” on the Survey Map. Parcel B is the parcel of land upon which the General Aviation Hangar is to be constructed by Lessor.

1.1.65 Parcel C – means that certain _____ ± acre parcel of land designated as “Parcel C” on the Survey Map. Parcel C is the parcel of land upon which the Parking Lot is to be constructed by Lessor.

1.1.66 Parcel D – means that certain _____ ± acre parcel of land designated as “Parcel D” on the Survey Map. Parcel D is the parcel of land upon which the Access Road is to be constructed by Lessor.

1.1.67 Park – the Griffiss Business & Technology Park, Rome, New York, which Park is a part of the lands comprising the Base.

1.1.68 Parking Lot – means that certain surface parking lot containing at least _____ (_____) standard-size parking spaces. The Parking Lot is to be constructed by Lessor, at Lessor’s own cost and expense, within the bounds of the parcel of land designated as “Parcel C” on the Survey Map.

1.1.69 Parking Lot Plans and Specifications – means those certain final plans and specifications, to be prepared by Lessor’s Architect, for the construction of the Parking Lot (within the bounds of the parcel of land designated as “Parcel C” on the Survey Map).

1.1.70 Permitted Alterations – any non-structural alterations costing less than \$50,000.00 in the aggregate (when measured over the Term hereof), made by the Lessee to the Demised Premises from and after the Commencement Date in accordance with the provisions of Article 7 hereof.

1.1.71 PILOT Payments – shall have the meaning ascribed to such term in Section “9.1” hereof.

1.1.72 Point of Demarcation – means that _____ + foot long portion of the Common Boundary where those portions of the Building Connector to be built by Lessor and Lessee, respectively, are designed to meet.

1.1.73 Project – means that certain project consisting of the design, construction and completion by Lessee on the Land of the Building (including Lessee’s portion of the Building Connector) and the Related Improvements, and all matters related thereto.

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1.1.74 Purchase Price - shall have the meaning ascribed to such term in Section “48.1” hereof.

1.1.75 Related Improvements – means any improvements (e.g., sidewalks, utility connections, etc.) other than the Building (including Lessee’s portion of the Building Connector), to be constructed on the Land by Lessor pursuant to the provisions of this Lease.

1.1.76 Renewal Term – means that certain ten (10) year renewal term of this Lease more particularly described in Section “4.2” hereof. The tenth (10th) anniversary of the Commencement Date, i.e., the first (1st) day of the eleventh (11th) Lease Year, would be the first (1st) day of the Renewal Term.

1.1.77 Renewal Term of Sublease – means the “Renewal Term” of the Sublease, as the term “Renewal Term” is defined in the Sublease.

1.1.78 Sublease – means that certain Sublease Agreement, dated as of _____, 2008, by and between Lessee, as sublessor, and Sublessee, as sublessee with respect to the Demised Premises and the other matters set forth therein. A copy of the Sublease is annexed hereto and made a part hereof as **Exhibit B**.

1.1.79 Sublease Documents – means the Sublease, that certain memorandum of the Sublease, dated as of the Effective Date (as such term is defined in the Sublease), by and between Sublessor and Sublessee, that certain Environmental Compliance Agreement (as such term is defined in the Sublease), dated as of the Effective Date (as such term is defined in the Sublease), by and among Sublessor, Sublessee, the County and, if applicable, the Agency, and any other documents executed and delivered by the parties hereto in connection with or pursuant to this Sublease.

1.1.80 Sublessee – means Freeman Holdings of New York, L.L.C., a New York limited liability company with its principal offices at Main Terminal - Forbes Field, Topeka, Kansas 66619, and its permitted successors and assigns.

1.1.81 Sublessee’s Architect – means Ashton Smith, with its offices at _____.

1.1.82 Sublessee’s Conceptual Design – means that certain conceptual design for the Building (including Lessee’s portion of the Building Connector) and the Related Improvements to be prepared by Sublessee’s Architect.

1.1.83 Sublessee’s Final Pre-Commencement Date Plans and Specifications – means those certain final plans and specifications, to be prepared by Sublessee’s Architect, for the construction and/or installation in the Building by Sublessee of Sublessee’s Pre-Commencement Date Improvements, as more particularly described in Section “6.2” hereof. Sublessee’s Final Pre-Commencement Date Plans and Specifications shall be annexed hereto and made a part hereof as **Exhibit E**.

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1.1.84 Sublessee's Pre-Commencement Date Improvements— means the furniture, fixtures, equipment and other improvements to be constructed and/or installed in the Building by Sublessee, at Sublessee's own cost and expense, prior to the Commencement Date.

1.1.85 Sublessee's Pre-Commencement Date Work – means the work Sublessee is required to perform, or to have performed, in the Building prior to the Commencement Date according to Sublessee's Final Pre-Commencement Date Plans and Specifications. Sublessee's Pre-Commencement Date Work shall be performed at Sublessee's own cost and expense.

1.1.86 Sublessee's Proposed Pre-Commencement Date Plans and Specifications - means those certain proposed plans and specifications, to be prepared by Sublessee's Architect, for the construction and/or installation in the Building by Sublessee of Sublessee's Pre-Commencement Date Improvements.

1.1.87 Sublessor – means Griffiss Local Development Corporation, a New York local development corporation with its offices at 153 Brooks Road, Rome, New York 13441, and its permitted successors and assigns. Lessee and Sublessor are one and the same entity.

1.1.88 Survey Map – means that certain survey map entitled “_____” City of Rome, County of Oneida, State of New York” made by _____, P.L.S. _____, dated _____, 2008, and to be filed in the Oneida County Clerk's Office. A copy of the Survey Map shall be annexed hereto and made a part hereof as **Exhibit** _____.

1.1.89 Term – the Original Term of this Lease and, if and when in effect, the Renewal Term of this Lease, unless expressly stated otherwise or unless the context clearly indicates otherwise.

1.1.90 Term of Sublease – means the “Term” of the Sublease, as the term “Term” is defined in the Sublease.

1.1.91 Title Insurers – means any title insurance company or companies requested by Lessee to issue title insurance policies (including leasehold owner's policies and/or loan policies) in connection with this Lease and/or the Financing.

1.1.92 Unpaid Balance of Financing – means, as of the date in question, the amount necessary to pay off the Financing, in full, including, without limitation, all principal, interest, and other sums then due thereon (e.g. prepayment penalties, breakage fees, etc.).

ARTICLE 2 – LEASE

2.1 Subject to the terms and conditions of this Lease, Lessor hereby leases to Lessee, and Lessee hereby hires and takes from Lessor, the Demised Premises. During the Term hereof, Lessee and Lessee's employees, customers, contractors, and invitees, shall also have the non-exclusive right (in common with others) to use (a) the Access Road (for the purposes of ingress to the Demised Premises from Ellsworth Road and egress from the Demised Premises to

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Ellsworth Road, by means of vehicular and pedestrian traffic) and (b) the Parking Lot (for the purpose of parking passenger vehicles Lessee's occupancy and/or use of the Demised Premises and its non-exclusive use of the Access Road and the Parking Lot provided for under this Section "2.1" shall be subject to all easements, agreements, rights, rights-of-way, conditions, restrictions and/or covenants (whether or not of record) applicable to and/or affecting the Airport, the Park, the Base or any part of any of them, now or at any future times including, without limitation, any covenants, conditions or restrictions imposed by the Air Force by deed, easement, license or otherwise, provided, however, that any such future easements, agreements, rights, rights of way, conditions, restrictions and/or covenants do not have a material adverse effect on Lessee's possession, use and enjoyment of the Demised Premises and its non-exclusive use of the Access Road and the Parking Lot during the Term. Lessee's occupancy and/or use of the Demised Premises and its non-exclusive use of the Access Road and the Parking Lot shall also be subject to all governmental laws, rules and regulations, and any state of facts that an accurate survey would disclose.

2.2 During the Construction Period, Lessee and Lessee's employees, contractors and invitees shall have such access to the Land as may be necessary, in Lessee's sole discretion, to enable Lessee to construct the Building and the Related Improvements on the Land and otherwise undertake and perform the Project.

ARTICLE 3 – RESTRICTIONS ON USE

3.1 Subject to and in accordance with all rules, regulations, laws, ordinances, statutes and requirements of all governmental authorities and the Board of Fire Underwriters and any similar bodies having jurisdiction thereof, including, without limitation, any Rules and Regulations and Minimum Standards for the Airport promulgated by Lessor (collectively, the "Airport Rules and Regulations"), the Demised Premises shall be used for fixed based operations conducted at the Airport, and for accessory uses reasonably related thereto, and for no other purpose.

3.2 Lessor hereby warrants and represents to Lessee that the execution and delivery of this Lease, the Sublease and the Operating Agreement do not require the consent or approval of any governmental authority or agency including, without limitation, the FAA, which has not heretofore been obtained.

3.3 Lessor hereby warrants and represents to Lessee that the Building and the Related Improvements (if constructed according to Lessee' Final Plans and Specifications) will comply with all applicable laws, rules and regulations including, without limitation, the Airport Rules and Regulations and with the applicable provisions of the Air Force Deed. Lessor further warrants and represents that the use of the Demised Premises for the purposes specified in Section "3.1" above is permitted under all applicable laws, rules and regulations including, without limitation, the Airport Rules and Regulations, and with the applicable provisions of the Air Force Deed.

3.4 Lessor warrants and represents to Lessee that, on or before the date that Lessee commences Lessee's Work, Lessor will have good and marketable title to Parcel A, Parcel B,

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Parcel C and Parcel D, free and clear of all liens and encumbrances, except for this Lease, the Sublease and the covenants, conditions, restrictions, etc. contained in the Air Force Deed.

ARTICLE 4 – TERM

4.1 The original term (the “Original Term”) of this Lease, which shall be a period of ten (10) years, shall commence on the date (the “Commencement Date”) which is the earlier of (i) the first (1st) day of the first full month following the date that Lessee “substantially completes” the Building and the Related Improvements (in accordance with Section “5.4” hereof) and gives Lessor notice thereof together with a copy of the temporary or permanent Certificate of Occupancy for the Building issued by the municipal agency or other governmental authority having jurisdiction thereof or (ii) _____, 2009, unless sooner terminated in accordance with the provisions hereof, provided, however, that Lessor has “substantially completed” the General Aviation Hangar, the Access Road and the Parking Lot. Notwithstanding anything to the contrary herein contained, Lessor and Lessee agree to coordinate the Commencement Date with the Commencement Date of Sublease and the Commencement Date of Operating Agreement so that the Commencement Date, the Commencement Date of Sublease and the Commencement Date of Operating Agreement are all the same date. Within ten (10) days after the Commencement Date, Lessor and Lessee shall execute a supplement to and/or amendment of this Lease acknowledging and fixing the Commencement Date thereby establishing for the record the beginning date of the Original Term.

4.2 In the event that Lessee is not then in default of any of Lessee’s obligations under this Lease, upon the expiration of the Original Term Lessee shall have the option to extend this Lease for a renewal term (the “Renewal Term”) of ten (10) years upon all of the same terms and conditions as were applicable during the Original Term, except that Lessee shall have no further option to extend this Lease upon the expiration of the Renewal Term. In order to exercise its option to extend for the Renewal Term, Lessee shall give Lessor written notice thereof at least eleven (11) months prior to the expiration of the Original Term.

ARTICLE 4A – LESSOR’S WORK

4A.1 Within thirty (30) days after the Effective Date, Lessor shall furnish Lessee with Lessor’s Proposed Plans and Specifications. From and after the date that Lessor furnishes Lessee with Lessor’s Proposed Plans and Specifications, Lessor and Lessee shall review the same and work with one another (and with Sublessee) to make whatever changes thereto that are necessary or desirable in order to develop Lessor’s Final Plans and Specifications. If, within thirty (30) days after the date that Lessor furnishes Lessee with Lessor’s Proposed Plans and Specifications, Lessor and Lessee (and Sublessee) are unable to agree upon Lessor’s Final Plans and Specifications, then, and in such event, either Lessor or Lessee may terminate this Lease by giving written notice of such termination to the other. If Lessor and Lessee (and Sublessee) agree upon Lessor’s Final Plans and Specifications, they shall evidence such agreement by initialing each page of Lessor’s Final Plans and Specifications, and shall cause the same to be annexed hereto and made a part hereof as **Exhibit C**, or they shall provide some other written

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evidence of such agreement in form and content which is mutually satisfactory to Lessor, Lessee and Sublessee.

4A2. Within fifteen (15) days after Lessor and Lessee (and Sublessee) have agreed upon Lessor's Final Plans and Specifications, Lessor shall, at its own cost and expense, commence performing Lessor's Work. Without limiting the generality of the foregoing sentence, within fifteen (15) days after Lessor and Lessee (and Sublessee) have agreed upon Lessor's Final Plans and Specifications, Lessor shall, at its own cost and expense, commence construction of (a) the General Aviation Hangar (within the bounds of the parcel of land designated as "Parcel B" on the Survey Map) in accordance with the General Aviation Hangar Plans and Specifications, (b) the Parking Lot (within the bounds of the parcel of land designated as "Parcel C" on the Survey Map) in accordance with the Parking Lot Plans and Specifications, and (c) the Access Road (within the bounds of the parcel of land designated as "Parcel D" on the Survey Map) in accordance with the Access Road Plans and Specifications. All construction shall be performed in a first-class and workmanlike manner in compliance with all applicable federal, state and local laws, rules, regulations, orders and codes. All materials used shall be new and of first-class quality. Lessor shall "substantially complete" Lessor's Work on or about _____, 2009, and shall "fully complete" Lessor's Work within a reasonable time thereafter.

4A.3 Lessor's Work shall be deemed "substantially completed" upon the occurrence of all of the following: (i) construction by Lessor of each component part of Lessor's Work in accordance with the set of Lessor's Plans and Specifications applicable thereto to the extent that the remaining work to be done consists solely of a list of minor details of construction, mechanical adjustments, decoration or the like (the "Lessor's Work Punch List") which will not interfere with the use and enjoyment (by those individuals or entities entitled and/or permitted to use and enjoy the same) of the General Aviation Hangar, the Parking Lot, and the Access Road, (ii) the issuance of a temporary or permanent Certificate of Occupancy with respect to the General Aviation Hangar by the municipal agency or other governmental authority having jurisdiction thereof, and (iii) certification by Lessor's Architect and Lessee's Architect that Lessor's Work is "substantially complete" as aforesaid, except for Lessor's Work Punch List items.

4A.4 At or about the time that Lessor's Work is "substantially completed", Lessee and Lessor (and Sublessee) shall jointly prepare the Lessor's Work Punch List and Lessor shall submit said Lessor's Work Punch List to the general contractor who performed Lessor's Work so that said general contractor may complete the same. Lessor shall see to it that the items on the Lessor's Work Punch List are "fully completed" by said general contractor to the reasonable satisfaction of Lessee (and Sublessee) within a reasonable time after the Lessor's Work is "substantially completed".

4A.5 Lessor shall keep Lessee (and Sublessee) apprised of the progress of Lessor's Work and shall invite Lessee (and Sublessee) to attend the periodic construction meetings which Lessor intends to hold with the general contractor and/or others while Lessor's Work is underway. Lessor shall endeavor to give Lessee (and Sublessee) at least fifteen (15) days' advance notice of the date upon which it expects that Lessor's Work will be "substantially

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complete”.

4A.6 From and after the date that it “substantially completes” the Access Road, and throughout the Term hereof, Lessor shall maintain and repair the Access Road and keep the same open, as if the same were a dedicated County road open to the general public. Without limiting the generality of the foregoing, Lessor shall take such steps as may be reasonably necessary to remove snow and ice from the Access Road and sand or salt the same.

4A.7 From and after the date that it “substantially completes” the Parking Lot, and throughout the Term hereof, Lessor shall maintain and repair the Parking Lot. Without limiting the generality of the foregoing, Lessor shall take such steps as may be reasonably necessary to remove snow and ice from the Parking Lot (and any service roads located within Parcel C) and sand or salt the same.

ARTICLE 5 – LESSEE’S WORK

5.1 Lessee shall furnish Sublessee’s Conceptual Design to Lessor within five (5) days after the date Lessee receives the same from Sublessee. Within twenty-five (25) days after its receipt of Sublessee’s Conceptual Design, Lessee shall furnish Lessor with Lessee’s Proposed Plans and Specifications (which shall be based on Sublessee’s Conceptual Design).

5.2 From and after the date that Lessee furnishes Lessee’s Proposed Plans and Specifications to Lessor, Lessee and Lessor shall review the same and shall work with one another (and with Sublessee) to make whatever changes thereto that may be necessary or desirable in order to develop Lessee’s Final Plans and Specifications. If, within sixty (60) days after the date that Lessee furnishes Lessor with Lessee’s Proposed Plans and Specifications, Lessee and Lessor (and Sublessee) are unable to agree upon Lessee’s Final Plans and Specifications, then, and in such event, either Lessee or Lessor may terminate this Lease by giving written notice of such termination to the other. If Lessee and Lessor (and Sublessee) agree upon Lessee’s Final Plans and Specifications, they shall evidence such agreement by initialing each page of said Lessee’s Final Plans and Specifications, and shall cause the same to be annexed hereto and made a part hereof as **Exhibit D**, or they shall provide some other written evidence of such agreement in form and content which is mutually satisfactory to Lessor, Lessee and Sublessee.

5.3 Within one (1) month after the date the parties agree, in writing, upon Lessee’s Final Plans and Specifications, Lessee shall, at its own cost and expense, commence performing Lessee’s Work in accordance with said Lessee’s Final Plans and Specifications. All construction shall be performed in a first class and workmanlike manner in compliance with all applicable federal, state and local laws, rules, regulations, orders and codes. All materials used shall be new and of first-class quality. Lessee shall “substantially complete” Lessee’s Work on or about _____, 2009, and shall “fully complete” Lessee’s Work within a reasonable time thereafter.

5.4 Lessee’s Work shall be deemed “substantially completed” upon the occurrence of all of the following: (i) construction by Lessee of Lessee’s Work in accordance with Lessee’s

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Final Plans and Specifications to the extent that the remaining work to be done consists solely of a list of minor details of construction, mechanical adjustments, decoration or the like (the "Lessee's Work Punch List") which will not interfere with Lessee's use and enjoyment of the Demised Premises, (ii) the issuance of a temporary or permanent Certificate of Occupancy for the Demised Premises by the municipal agency or other governmental authority having jurisdiction thereof, and (iii) certification by Lessee's Architect and Lessor's Architect that Lessee's Work is "substantially complete" as aforesaid, except for Lessee's Work Punch List items.

5.5 At or about the time that Lessee's Work is "substantially completed", Lessee and Lessor (and Sublessee) shall jointly prepare the Lessee's Work Punch List and Lessee shall submit said Punch List to the general contractor who performed Lessee's Work so that said general contractor may complete the same. Lessee shall see to it that the items on the Lessee's Work Punch List are "fully completed" by said general contractor to the reasonable satisfaction of Lessee within a reasonable time after the Lessee's Work is "substantially completed".

5.6 Lessee shall keep Lessor (and Sublessee) apprised of the progress of Lessee's Work and shall invite Lessor (and Sublessee) to attend the periodic construction meetings which Lessee intends to hold with the general contractor and/or others while Lessee's Work is underway. Lessee shall endeavor to give Lessor (and Sublessee) at least fifteen (15) days' advance notice of the date upon which it expects that Lessee's Work will be "substantially complete".

5.7 Lessor shall reasonably cooperate with Lessee to facilitate Lessee's construction, maintenance and operation of the Building and the Related Improvements throughout the Term, including, without limitation, Lessor's executing (as owner of the Land) documents related to the granting of entitlements, easements, zoning changes, or similar matters affecting the Land, all of which must be reasonably satisfactory in form and content to Lessor.

ARTICLE 6 – SUBLESSEE'S PRE-COMMENCEMENT DATE IMPROVEMENTS

6.1 Lessee shall furnish Lessor with Sublessee's Proposed Pre-Commencement Date Plans and Specifications within five (5) days after the date Lessee receives the same from Sublessee.

6.2 From and after the date that Lessee furnishes Sublessee's Proposed Pre-Commencement Date Plans and Specifications to Lessor, Lessee and Lessor shall review the same and shall work with one another (and with Sublessee) to make whatever changes thereto that may be necessary or desirable in order to develop Sublessee's Final Pre-Commencement Date Plans and Specifications. If, within twenty-five (25) days after the date that Lessee furnishes Lessor with Sublessee's Proposed Pre-Commencement Date Plans and Specifications, Lessee and Lessor (and Sublessee) are unable to agree upon Sublessee's Final Pre-Commencement Date Plans and Specifications, then, and in such event, either Lessor or Lessee may terminate this Lease by giving written notice of such termination to the other. If Lessor and Lessee (and Sublessee) agree upon Sublessee's Final Pre-Commencement Date Plans and Specifications, they shall evidence such agreement by initialing each page of said Sublessee's

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Final Pre-Commencement Date Plans and Specifications, and shall cause the same to be annexed hereto and made a part hereof as **Exhibit E**, or they shall provide some other written evidence of such agreement in form and content which is mutually satisfactory to Lessor, Lessee and Sublessee.

6.3 When, in Lessee's sole judgment, the construction of the Building has progressed to the point where it is reasonably practicable for Sublessee to commence Sublessee's Pre-Commencement Date Work, Lessee shall so notify Sublessee (and, simultaneously therewith notify Lessor). Upon receiving Lessee's notification that it may proceed, Sublessee is supposed to, at its own cost and expense, commence performing Sublessee's Pre-Commencement Date Work in accordance with said Sublessee's Final Pre-Commencement Date Plans and Specifications. All construction is supposed to be performed by Sublessee in a first class and workmanlike manner in compliance with all applicable federal, state and local laws, rules, regulations, orders and codes. All materials used by Sublessee are supposed to be of new and of first-class quality and shall not be subject to any lien, encumbrance, conditional sales contract or the like. Sublessee is supposed to coordinate Sublessee's Pre-Commencement Date Work with Lessee so that it does not unreasonably hinder, delay or otherwise interfere with Lessee's Work.

ARTICLE 7 – LESSEE'S POST-COMMENCEMENT DATE IMPROVEMENTS

7.1 With the exception of non-structural alterations (the "Permitted Alterations") costing less than Fifty Thousand Dollars (\$50,000.00) in the aggregate, (when measured over the Term hereof), from and after the Commencement Date Lessee shall not improve, construct, renovate, make additions to, demolish, modify, remove or alter the Demised Premises or any part thereof without the prior written consent of Lessor, which consent shall not be unreasonably withheld, delayed or conditioned. Lessee shall make or perform any improvements, construction, renovations, additions, demolition, modifications, removal or alterations permitted hereunder (i.e., the "Permitted Alterations") or consented to by Lessor, at Lessee's own cost and expense, subject to the following conditions:

7.1.1 Such work shall be performed in a first class workmanlike manner, and shall not weaken or impair the structural strength of the Demised Premises, or any part thereof or change the purposes for which the Demised Premises may be used.

7.1.2 Such work shall be accomplished according to Lessee's Post-Commencement Date Plans and Specifications which shall be first submitted to and, except in the case of Lessee's Post-Commencement Date Plans and Specifications relating to Permitted Alterations, approved by the Lessor, which approval shall not be unreasonably withheld, delayed or conditioned. Before the commencement of such work:

- (i) Lessee's Post-Commencement Date Plans and Specifications shall be filed with and approved by all governmental departments or authorities having jurisdiction thereof, and all such work shall be done subject to and in accordance with the requirements of law and local regulations of all governmental departments or authorities

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having jurisdiction, and Lessee shall obtain any and all necessary building permits and any other required permits and/or authorizations and immediately furnish Lessor with copies thereof; and

- (ii) except in the case of Permitted Alterations, Lessee shall, if requested, give Lessor surety company performance and payment bonds from a responsible insurance company authorized to do business in the State of New York, in the amount specified by Lessor, guarantying (a) the completion of such work in accordance with Lessee's Post-Commencement Date Plans and Specifications therefor, free and clear of all liens, encumbrances, security agreements, chattel mortgages and conditional bills of sale, and (b) payment of the cost of such work and containing such other terms and provisions as may be required by Lessor; and
- (iii) if required by Lessor, any contract or agreement for labor, services, materials or supplies in connection with any alterations, building construction, reconstruction, building, rebuilding, renovation, replacement, change, addition or improvement shall provide that the contractor or supplier shall not place any mechanic's lien against the Demised Premises or any part thereof or any of the equipment thereof. Lessee shall deliver to Lessor either a duplicate original of such contract or a written waiver by the architect, engineer, contractor, materialman, mechanic, person or corporation named in such contract of all right of lien which he, she or it might otherwise have upon or against the Demised Premises or any part thereof or any equipment therein, or the interest of Lessor in any of the foregoing on account of any work, labor, materials or other thing done or provided with respect thereto.

7.2 Nothing contained in Section "7.1" or elsewhere in this Lease shall be deemed or construed in any way as constituting the consent or request of Lessor, expressed or implied, for the performance of any labor or the furnishing of any materials for the specific improvement, alteration or repair of or to the Demised Premises, or as giving Lessee the right, power or authority to contract for or permit the rendering of any services or the furnishing of any material that would give rise to the filing of any liens against the Demised Premises or any part thereof.

ARTICLE 7A - ADDITIONAL LESSOR OBLIGATIONS.

7A.1 Lessor hereby assumes and agrees to perform all of Sublessee's duties, covenants, and obligations under and pursuant to the Sublease during the Original Term hereof and, if Sublessee exercises its option to renew, during the Renewal Term hereof, including, without limitation, Sublessee's covenant and obligation to pay Sublessor the annual minimum rent due

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each Lease Year hereunder, with Lessor's performance of Sublessee's duties, covenants and obligations to take effect immediately upon the earliest of the following to occur:

- a) Sublessee defaults under the Sublease (and fails to cure such default within the applicable period of notice and/or grace provided to it therein, if any) and Lessee notifies Lessor of such uncured default and demands that Lessor commence performing Sublessee's duties, covenants and obligations under the Sublease;
- b) Sublessee defaults under the Operating Agreement (and fails to cure such default within the applicable period of notice and/or grace provided to it therein, if any) and Lessee notifies Lessor of such uncured default and demands that Lessor commence performing Sublessee's duties, covenants and obligations under the Sublease;
- c) Lessor or Sublessee terminates the Operating Agreement (or said Operating Agreement is otherwise terminated) prior to the expiration of the then current term thereof, and Sublessor demands that Lessor commence performing Sublessee's duties, covenants and obligations under the Sublease.

7A.2 If Sublessee fails to exercise its option to renew the Sublease for the Renewal Term of Sublease or fails to exercise its option to renew or otherwise extend the Operating Agreement for the ten (10) year period of time coinciding with the Renewal Term of Sublease, then, and in either of such events, Lessor shall be deemed to have exercised its Option to Purchase in accordance with Article 48 hereof. Notwithstanding the foregoing, Lessor may rescind its exercise of said Option to Purchase by entering into a new sublease (the "New Sublease") with Lessee, whereby Lessee, as sublessor, subleases the Demised Premises to Lessor, as sublessee, upon all of the same terms, covenants and conditions as would have been applicable during the Renewal Term of Sublease if Sublessee had exercised its option to renew the same for said Renewal Term of Sublease.

7A.3 Notwithstanding anything to the contrary contained in this Lease, in the event that Lessor agrees to, authorizes or permits the sale, conveyance or other transfer of the Demised Premises, or any interest therein, without Lessee's prior written consent, Lessor shall be deemed to have exercised its Option to Purchase in accordance with Article 48 hereof.

7A.4 Nothing contained in this Lease shall be deemed to relieve Sublessee of its duties, covenants and obligations under the Sublease, or its duties, covenants and obligations under the Operating Agreement.

ARTICLE 8 – ANNUAL MINIMUM RENT

8.1 During each Lease Year of the Original Term hereof and, if Lessee exercises its option to extend pursuant to Section "4.2" above, during each Lease Year of the Renewal Term hereof, Lessee shall pay to Lessor, without notice from or demand by Lessor, and without offset or deduction by Lessee, annual minimum rent (at the rate of twenty cents per square foot (\$0.20/square foot) times the number of square feet comprising the Land), in equal monthly installments, in advance, in accordance with the following Rent Schedule with the first such

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monthly installment being due on the Commencement Date and each subsequent monthly installment being due on the same day each month as the day of the month on which the Commencement Date falls:

RENT SCHEDULE

ORIGINAL TERM

<u>Lease Year</u>	<u>Annual Minimum Rent</u>	<u>Monthly Installment</u>
1 st Lease Year	\$ _____	\$ _____
2 nd Lease Year	\$ _____	\$ _____
3 rd Lease Year	\$ _____	\$ _____
4 th Lease Year	\$ _____	\$ _____
5 th Lease Year	\$ _____	\$ _____
6 th Lease Year	\$ _____	\$ _____
7 th Lease Year	\$ _____	\$ _____
8 th Lease Year	\$ _____	\$ _____
9 th Lease Year	\$ _____	\$ _____
10 th Lease Year	\$ _____	\$ _____

RENEWAL TERM

<u>Lease Year</u>	<u>Annual Minimum Rent</u>	<u>Monthly Installment</u>
11 th Lease Year	\$ _____	\$ _____
12 th Lease Year	\$ _____	\$ _____
13 th Lease Year	\$ _____	\$ _____
14 th Lease Year	\$ _____	\$ _____
15 th Lease Year	\$ _____	\$ _____
16 th Lease Year	\$ _____	\$ _____
17 th Lease Year	\$ _____	\$ _____
18 th Lease Year	\$ _____	\$ _____
19 th Lease Year	\$ _____	\$ _____
20 th Lease Year	\$ _____	\$ _____

ARTICLE 9 – REAL ESTATE TAXES, ASSESSMENTS, ETC.

9.1 Lessee shall bear, pay and discharge punctually during the Term all real estate taxes, payments-in-lieu-of-real estate taxes (“PILOT Payments”), assessments, and other governmental or similar charges assessed, levied or otherwise imposed upon or payable with respect to the Demised Premises and provide Lessor with evidence of the real estate taxes, PILOT Payments, assessments, and other governmental or similar charges so due and the payment thereof within thirty (30) days following the last day the same were payable without

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interest and/or penalties accruing thereon. For the purposes of this Section "9.1", a real estate tax, PILOT Payment, assessment, or other governmental or similar charge shall be deemed imposed, levied or charged on the first day such real estate tax, PILOT Payment, assessment or other governmental or similar charge becomes due and payable. In the event Lessee desires to challenge the amount of the assessed valuation of the Demised Premises for real estate tax or PILOT Payment purposes, Lessor agrees to cooperate in signing any documents necessary for the purpose of such challenge, provided, however, Lessee holds Lessor harmless from, and indemnifies Lessor against, any cost or expense which Lessor incurs in connection with such challenge. Real estate taxes, PILOT Payments, assessments, and other governmental or similar charges which cover a period falling both within and outside of the Term shall be paid by Lessor if the last day for paying the same without interest and/or penalties accruing thereon falls before or after the Term and shall be paid by Lessee, as additional rent, if such last day falls within the Term, but in either event, the same shall be equitably prorated between Lessor and Lessee and the party who did not pay the same shall reimburse the other therefore within thirty (30) days after the party who did not pay the same is given evidence of the amount of the real estate tax, PILOT Payment, assessment or other governmental or similar charge and of payment thereof.

ARTICLE 10 – ENVIRONMENTAL PROTECTION

10.1 Lessee shall comply, at its own cost and expense, with all Federal, State, and local environmental laws, regulations, and standards that are or may become applicable to Lessee's activities at, on, over, under or in the Demised Premises.

10.2 Lessee shall be responsible for obtaining, at its own cost and expense, any environmental permits required by law, rule or regulation for its operations at or in the Demised Premises under this Lease, independent of any existing permits.

10.3 During the Construction Period and during the Term hereof, Lessee shall, to the extent permitted under applicable law, indemnify, defend, and hold harmless Lessor, against and from any damages, costs, expenses (including reasonable attorneys' fees, reasonable environmental engineers' fees and reasonable experts' fees), liabilities, fines, or penalties resulting from releases, discharges, emissions, spills, storage, treatment, disposal, or any other acts or omissions by Lessee, at, on, over, under or in the Demised Premises giving rise to Lessor liability, civil or criminal, or responsibility under Federal, State, or local environmental laws.

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ARTICLE 11 – UTILITIES AND SERVICES

11.1 Lessee shall, at Lessee's own cost and expense, provide and pay for all utilities and services used or consumed by Lessee or others at, in or on the Demised Premises, including, but not limited to, steam, gas, water, electricity, sewer service, telecommunications service, solid waste disposal service, janitorial service, snow removal, building maintenance and grounds maintenance. Lessee shall pay for all such utilities and services before payment therefor becomes delinquent, and shall indemnify Lessor against and hold Lessor harmless with respect to all such charges.

ARTICLE 12 – MAINTENANCE AND REPAIRS

12.1 Lessee shall, at its own cost and expense, undertake and perform such items of maintenance and make such repairs as may be necessary to keep the Demised Premises in good order and repair, except for any such items of maintenance or repairs which are necessitated by the act or omission of Lessor or Lessor's agents, servants, employees, contractors and/or invitees.

12.2 Lessor shall, at its own cost and expense, undertake and perform such items of maintenance and make such repairs as are necessitated by the act or omission of Lessor or Lessor's agents, servants, employees, contractors and/or other invitees.

ARTICLE 13 – COMPLIANCE WITH LAWS AND REGULATIONS

13.1 Lessee shall, at Lessee's own cost and expense, execute and comply with all laws, orders, ordinances and regulations at any time issued or in force applicable to the Demised Premises, made by any governmental body and each and every department, official and bureau thereof, and by the appropriate Board of Fire Underwriters or similar authority relating to Lessee's use and occupancy of the Demised Premises or any condition caused therein, thereat or thereon by Lessee. The provisions of this Section "13.1" shall require, even if not specifically required by law, Lessee to remove and dispose of, at its own cost and expense, any hazardous waste, originated and/or generated as a result of Lessee's use and occupancy of the Demised Premises.

ARTICLE 14 – INSURANCE

14.1 Lessee shall, at Lessee's own cost and expense, at all times during the Construction Period and the Term, provide and keep in force a combined single limit liability insurance policy in the amount of at least Three Million and 00/100 Dollars (\$3,000,000.00) for injury or death to any one or more persons and damage to property, all with respect to any one (1) accident, protecting and indemnifying Lessor from liability for injuries to persons or damage to property occurring in, at or about the Demised Premises. Such policy shall designate Lessor, the Agency, Economic Development Growth Enterprises Corporation ("EDGE"), Griffiss Utility Services Corporation ("GUSC"), and any designees of Lessor as additional insureds thereunder.

14.2 Lessee shall, during the Construction Period, maintain builders' risk insurance upon

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the Lessor's Work on or in the Demised Premises to the current 100% replacement value thereof or equivalent coverage against physical loss or damage.

14.3 Lessee shall, at Lessee's own cost and expense, at all times during the Term, provide and keep in force a fire insurance policy with extended coverage endorsement on all Lessee's trade fixtures, equipment and leasehold improvements located at or in the Demised Premises in an amount equal to the full replacement cost thereof.

14.4 Lessee shall, upon the Effective Date, deliver to Lessor, together with proof of payment of the premium therefor, duplicate originals or a certificate of all policies of insurance required to be provided by Lessee under this Article 14, which policies shall include an endorsement which states that such insurance may not be materially reduced or canceled except on at least thirty (30) days' prior written notice to Lessor, the Agency, EDGE, GUSC, and Lessor's designees. All such policies shall be written by one or more responsible insurance companies "admitted" in the State of New York and shall waive any rights of subrogation on the part of the insurer against Lessor, the Agency, EDGE, GUSC and Lessor's designees. At least twenty (20) days prior to expiration of each such policy, Lessee shall deliver to Lessor a duplicate original or a certificate of all policies procured in replacement or renewal thereof, which policy or policies, if in replacement, shall have a similar cancellation provisions.

14.5 During the Term, Lessee shall arrange for and maintain replacement value property and casualty insurance (the "Lessee's Insurance") with respect to the Demised Premises, and provide proof thereof to Lessor. Lessee shall bear the cost and expense and pay for that portion of Lessee's Insurance. Lessee, at its election, may satisfy its obligation to arrange for and maintain Lessee's Insurance by either (i) obtaining a separate policy of property and casualty insurance for the Demised Premises or by designating the Demised Premises as an insured property on any blanket policy of property and casualty insurance (the "Blanket Insurance Policy") which it keeps in force with respect to its properties in the Park. All policies of Lessee's Insurance so obtained and maintained by Lessee shall be written by one or more responsible insurance companies authorized to do business in the State of New York.

14.6 Lessor shall not be liable for any damage to or destruction of any of Lessee's goods, merchandise, fixtures, equipment and/or leasehold improvements, by fire or other casualty, no matter how caused, it being understood that Lessee will look solely to Lessee's insurer for reimbursement and not to Lessor.

14.7 Notwithstanding anything to the contrary herein contained, once each Lease Year, Lessor, acting in its reasonable discretion, may adjust the policy limits, coverages, deductibles, and other provisions of the various policies of insurance which Lessee is required to provide Lessor under this Lease (taking into consideration levels of inflation, risk of loss, premium expenses, and other relevant factors, including the then practice of other prudent property owners in the vicinity of the Demised Premises) and may require Lessee to furnish one or more additional insurance coverages.

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ARTICLE 15 – CASUALTY LOSS

15.1 Lessee shall give Lessor immediate notice of any fire or other damage to, or destruction of, the Demised Premises. Lessee shall, at Lessee's own cost and expense, in the event of damage to or destruction of the Demised Premises by fire or other cause, repair or rebuild the same within a reasonable time (Lessee's recovery of insurance proceeds shall be a factor considered in determining a reasonable time) provided, that if such cause is not insured against under Lessee's Insurance or otherwise and is due to the fault of Lessor or Lessor's agents, servants, employees, or invitees, Lessee shall have no such duty to repair or rebuild. No claim shall be made by Lessee against Lessor in any case for compensation or damages by reason of interruption of Lessor's business, practice or occupation as a result of any damage to, or destruction of, the Demised Premises by fire or other cause, or arising from the necessity of repairing and rebuilding the same. Lessee shall be entitled to equitable abatement of rent during any period of time that Lessee is unable to use the Demised Premises for those purposes permitted under Section "3.1" by reason of damage thereto or destruction thereof by fire or other cause. Notwithstanding any provision of this Section "15.1" hereinbefore to the contrary, if more than fifty percent (50%) of the Demised Premises, or if such damage or destruction to the Demised Premises shall occur during the last Lease Year of the Term and there is no renewal right which Lessee has elected, or can elect, to exercise, Lessee shall have the right, upon notice to Lessor, to terminate this Lease, upon which termination neither Lessee nor Lessor shall have any further rights or obligations under this Lease or to or with respect to each other except as may be expressly provided for herein, provided, however, that Lessor shall not be relieved of any obligation of which Lessor was in default at the time of such termination, which obligation shall survive such termination, and provided further, that Lessee shall be entitled to receive, as Lessee's sole and exclusive property, all insurance proceeds payable by reason of such damage to or destruction of the Demised Premises. In order to exercise the right of termination provided by this Section "15.1", Lessee shall give Lessor notice thereof within thirty (30) days after damage to or destruction of the Demised Premises by fire or other cause.

15.2 In the event that the Demised Premises are damaged or destroyed, Lessee shall have the right to terminate this Lease (i) if such damage or destruction materially impairs Lessee's ability to make use of the Demised Premises in the customary operation of Lessee's business thereat and (ii) the Demised Premises cannot within a period of twelve (12) months be repaired or restored to the same or better condition than they were in immediately prior to the occurrence of such damage or destruction.

ARTICLE 16 – NEGATIVE COVENANT

16.1 Lessee shall not deface or disfigure the Demised Premises or any part thereof or suffer the same to be done. Lessee shall not do anything, or suffer anything to be done, which causes or may cause structural injury to the Demised Premises or any part thereof provided, however, that Lessee shall not be liable for any structural injury to the Demised Premises or any part thereof by reason of any act performed with Lessor's prior written consent and not performed in a negligent fashion.

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ARTICLE 17 – EMINENT DOMAIN

17.1 If the whole of Demised Premises shall be taken and condemned by any competent authority for any public use or purpose, the Term shall cease at the time of such taking or condemnation.

17.2 If part, but not the whole, of Demised Premises shall be taken and condemned by any competent authority for any public use or purpose, and Lessee is unable to substantially use the Demised Premises for the uses it was making thereof immediately prior to such taking or condemnation, the Term shall cease at the time of such taking or condemnation.

17.3 If part, but not the whole, of Demised Premises shall be taken and condemned by any competent authority for any public use or purpose, and Lessee is still substantially able to use the Demised Premises for the uses it was making thereof immediately prior to such taking or condemnation, this Lease and the Term shall continue and rent shall be equitably abated; provided, however, that in such event, Lessee shall, at Lessee's own cost and expense, make all necessary repairs or alterations to Demised Premises so as to constitute that portion of Demised Premises not taken a complete architectural unit and as nearly similar in character to Demised Premises immediately prior to the taking, provided, however, that more than one (1) Lease Year remains in the Term at the time of the taking and provided further that such repairs or alterations are reasonably feasible. If, during the period of any such repair or alterations, Lessee is prevented from using the Demised Premises in whole or in part by reason thereof, rent shall be equitably abated while Lessee is so prevented.

17.4 Any award resulting from any taking or condemnation of any part or the whole of Demised Premises by any competent authority for any use or purpose shall belong to, and be the sole and exclusive property of, Lessee. Lessor hereby assigns to Lessee all right and claim which Lessor may otherwise have to such award and agrees to execute any and all instruments or other documents which at any time may be necessary or requested therefor.

17.5 If the Term shall cease due to a taking or condemnation as provided in this Article 17, rent, minimum or additional, shall be apportioned accordingly to the date the Term ceases.

17.6 Notwithstanding anything to the contrary contained in this Article 17, if the award resulting from any taking or condemnation of the Demised Premises exceeds an amount equal to the sum of (a) the then Unpaid Balance of Financing, plus (b) the Maintenance and Repairs Costs Overrun, if any, plus (c) the attorneys' fees and disbursements incurred by Lessee in connection with the condemnation proceeding, if any, then, and in such event, Lessee shall allocate and distribute the condemnation award as follows:

First, Lessee shall pay off the Financing, in full;

Second, Lessee shall reimburse itself for the Maintenance and Repair Costs Overrun, if any;

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Third, Lessee shall reimburse itself for the attorneys' fees and disbursements incurred by it in the condemnation proceeding, if any, and

Last, Lessee shall pay over the remaining balance of condemnation award to Lessor.

ARTICLE 18 – CONDITION OF DEMISED PREMISES

18.1 Lessee will inspect, know, and accept the condition and state of repair of the Demised Premises as of the date it takes occupancy thereof. It is understood and agreed that the Demised Premises are leased to Lessee in their "as is, where is" condition and "with all faults" and without any representation or warranty by Lessor concerning their condition and without obligation on the part of Lessor to make any alterations, repairs, improvements or additions thereto except as specifically set forth in this Lease. It is further understood and agreed that by taking occupancy, Lessee shall be deemed to have accepted the Demised Premises in their then existing "as is", "where is" condition and state of repair and "with all faults" then existing, subject only to the completion by Lessee of the items on the Lessee's Work Punch List to the reasonable satisfaction of Lessee. Lessor shall not be liable for any latent or patent defects in the Demised Premises. Lessor shall not be liable for any business losses or lost profits or opportunity or any other loss, expense or damage attributable or incident to the condition or state of repair of the Demised Premises. Lessee acknowledges that Lessor has not made any representation or warranty, express or implied, concerning the condition and/or state of repair of the Demised Premises, nor any agreement or promise to alter, improve, adapt or repair the Demised Premises which has not been specifically and expressly set forth in this Lease.

ARTICLE 19 – LESSOR'S NON-LIABILITY

19.1 Lessor shall not be liable to Lessee for any shortage or failure of heat, utilities or services at or in the Demised Premises or for interference with other incorporeal hereditaments, unless such shortage, failure or interference is due to the act or omission of Lessor, its employees, agents, servants, contractors or representatives. No diminution or abatement of annual minimum rent or additional rent or any of Lessee's other obligations hereunder shall be allowed for any reason or circumstance whatsoever unless expressly provided for in this Lease. No interruption or curtailment of any utilities including, without limitation, steam, water, electricity, sewer and/or telecommunications services shall be deemed a constructive eviction.

19.2 No claim shall be made by Lessee against Lessor in any case for compensation or damages by reason of interruption of Lessee's business or occupation as a result of any damage to, or destruction of, the Demised Premises or any part thereof by fire or any other cause (unless due to the act or omission of Lessor, its employees, agents, servants, contractors or representatives), or arising from the necessity of repairing and rebuilding the same.

19.3 Lessor shall not be liable to Lessee for any loss or damage occasioned by or through the acts or omissions of other owners, tenants or occupants of the Airport, the Park or the Base (besides Lessor).

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ARTICLE 20 – INSPECTION

20.1 Lessor and its agents or designated representatives shall be permitted to enter the Demised Premises at all reasonable times during Lessee's usual business or office hours, and in the case of an emergency, at any time, for the purpose of inspecting the Demised Premises and making any necessary repairs thereto or rebuilding the same or performing any work therein which Lessor desires to perform that may be necessary by reason of Lessee's default under the terms of this Lease. Nothing herein shall imply any duty on the part of Lessor to do any work which under any provision of this Lease which Lessee is required to perform, and the performance thereof by Lessor shall not constitute a waiver of any default by Lessee. Lessor shall be not liable for inconvenience, annoyance, disturbance, loss of business or other damage to Lessee by reason of making such repairs or performing any such work on or in the Demised Premises, or on account of bringing materials, supplies, tools, or equipment into or to the Demised Premises during the course of such work, and the obligations of Lessee under this Lease shall not thereby be relieved, diminished or otherwise affected in any manner.

20.2 During the last eleven (11) months of the Original Term, provided that Lessee has not exercised its right to extend for the Renewal Term, Lessor shall have the right, at reasonable times, upon prior notice to Lessee, provided it does not unreasonably interfere with the business or occupation of Lessee, to enter the Demised Premises and show the same to prospective lessees thereof and may, during such final eleven (11) month period, affix to any suitable part of the Demised Premises a notice of letting of the Demised Premises or any part thereof and shall have the right to keep the same affixed without hindrance or molestation, provided no such sign shall unreasonably interfere with light coming into the Demised Premises or with any sign of Lessee at the Demised Premises.

20.3 During the last eleven (11) months of the Renewal Term, Lessor shall have the right, at reasonable times, upon prior notice to Lessee, provided it does not unreasonably interfere with the business or occupation of Lessee, to enter the Demised Premises and show the same to prospective lessees thereof and may, during such final eleven (11) month period, affix to any suitable part of the Demised Premises a notice of letting of the Demised Premises or any part thereof and shall have the right to keep the same affixed without hindrance or molestation, provided no such sign shall unreasonably interfere with light coming into the Demised Premises or with any sign of Lessee at the Demised Premises.

20.4 Lessee shall permit an inspection of the Demised Premises by or on behalf of prospective purchasers of all or any portion of the Demised Premises at all reasonable times upon prior notice to Lessee, provided such inspection does not unreasonably interfere with the business or occupation of Lessee and Lessor may, at any time, affix to any suitable part of the Demised Premises a notice that the Demised Premises or some portion thereof is for sale and shall have the right to keep the same affixed without hindrance or molestation, provided no such sign shall unreasonably interfere with light coming into the Demised Premises or with any sign of Lessee at the Demised Premises.

ARTICLE 21 – MECHANIC'S LIEN

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21.1 If a notice of mechanic's lien be filed against the Demised Premises or any part thereof for, or purporting to be for, labor or materials alleged to have been furnished to or for the Demised Premises at the request of Lessee, Lessee shall remove or discharge the same within forty-five (45) days thereafter, and if Lessee shall fail to remove or discharge such lien within such forty-five (45) day period, Lessor shall have the right, but not the obligation, to pay the amount of such lien, or discharge the same by deposit or bonding proceedings, without regard to the validity of such lien, and, in the event of such deposit or bonding proceedings, Lessor may require the lienor to prosecute an appropriate action to enforce the lienor's claim. In such case, Lessor may pay any judgment recovered on such claim. Any liability or expense paid by Lessor as provided in this Section "21.1" shall be deemed additional rent and shall be due and payable from Lessee to Lessor concurrently with the next monthly installment of annual minimum rent due after Lessor gives Lessee notice of such payment by Lessor.

ARTICLE 22 – ATTORNMENT

22.1 In the event the Demised Premises or any part thereof is sold voluntarily or pursuant to any mortgage foreclosure sale, or pursuant to the exercise of any power of sale under any mortgage made by Lessor covering the Demised Premises or any part thereof, Lessee shall attorn to the purchaser at such sale and recognize such purchaser as the "Lessor" under this Lease.

ARTICLE 23 – OPERATING AGREEMENT

23.1 The Operating Agreement, a copy of which shall be annexed hereto as **Exhibit A**, may not be amended or modified without Lessee's prior written consent.

23.2 Lessor acknowledges and agrees that the Operating Agreement shall be subject and subordinate to the Sublease. This subordination shall be self-operative. However, Lessor shall execute and deliver such agreements, documents and/or instruments as Lessee may request to confirm, evidence and/or implement said subordination (including, without limitation, a subordination agreement by and among Lessor, Lessee and Sublessee).

23.3 Lessor immediately shall notify Lessee in the event that Sublessee defaults under the Operating Agreement (which default is not cured within the applicable period notice and/or grace provided to Sublessee therein, if any) or in the event that either Lessor or Sublessee terminates the Operating Agreement (or said Operating Agreement is otherwise terminated).

ARTICLE 24 – ASSIGNMENT AND SUBLETTING

24.1 Lessee shall not, whether voluntarily, involuntarily, or by operation of law, assign this Lease, sublet all or any part of the Demised Premises or permit any other person to occupy the same without Lessor's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Lessor's consent to any assignment or subletting shall not release Lessee from any of its obligations hereunder including, without limitation, the payment

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of minimum rent, additional rent or other sums provided for herein. Lessor's acceptance of rent, additional rent or other sums from any other person shall not be deemed a waiver of any provision hereof or a consent to the assignment or subletting of the Demised Premises.

24.2 If Lessee is a corporation, then the sale, issuance or transfer of any voting capital stock of Lessee or any corporate entity which directly or indirectly controls Lessee (unless Lessee is a corporation whose stock is traded on the New York Stock Exchange, the American Stock Exchange, NASDAQ or any other nationally recognized exchange) which shall result in a change in the voting control of Lessee or the corporate entity which controls Lessee shall be deemed to be a prohibited assignment of this Lease. If Lessee is a partnership, a limited liability company or an unincorporated association, then the sale, issuance or transfer of a majority interest therein, or the transfer of a majority interest in or a change in the voting control of any partnership, limited liability company or unincorporated association or corporation which directly or indirectly controls Lessee, or the transfer of any portion or all of any general partnership or managing partnership interest, or membership interest shall be deemed to be a prohibited assignment of this Lease.

24.3 Notwithstanding anything to the contrary contained in this Lease, Lessor hereby consents to the Sublease, a copy of which is shall be annexed hereto and made a part hereof as **Exhibit B**.

ARTICLE 25 – NOTICE

25.1 All notices, demands or other communications hereunder shall be in writing and shall be either delivered personally or sent by certified mail postage prepaid, return receipt requested or by a nationally recognized overnight courier service (e.g., UPS, Airborne or Federal Express) paid by shipper, receipt requested, addressed as follows or to such other address as either party may specify in writing to the other:

If to Lessor:

County of Oneida
County Office Building
800 Park Avenue
Utica, New York 13501
Attention: Commissioner of Aviation

With a copy (which shall not constitute notice) to:

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

If to Lessee:

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Griffiss Local Development Corporation
153 Brooks Road
Rome, New York 13441
Attention: Mr. Steven J. DiMeo, Its Authorized Representative

With a copy (which shall not constitute notice) to:

Saunders, Kahler, Amoroso & Locke, L.L.P.
185 Genesee Street, Suite 1400
Utica, New York 13501-2194
Attention: Joseph E. Saunders, Esq.

25.2 In the event that Sublessee defaults under the Operating Agreement, or the Operating Agreement is terminated by either Lessor or Sublessee, Lessor shall give written notice thereof to Lessee. Lessor shall give Lessee a copy of any notice of default and/or notice of termination which it gives to, or receives from, Sublessee within five (5) days after Lessor gives or receives the same.

ARTICLE 26 – PAYMENT

26.1 All payments or evidence of payment required to be made or provided by Lessee to Lessor shall be made and provided to Lessor at its offices at the Oneida County Airport, 592 Hangar Road, Suite 200, Rome, New York, 13441, marked “Attention: Commissioner of Aviation” or at such other place or places of which Lessor may from time to time give notice to Lessee. All payments shall be in lawful money of the United States of America. With the exception of annual minimum rent, all monetary sums due to Lessor from Lessee pursuant to this Lease shall be deemed additional rent. No payment to, or receipt by, Lessor of a lesser amount than the amount then required to be paid hereunder shall be deemed to be other than on account of the earliest amount of any obligations then due hereunder, notwithstanding any notation, legend or instruction of Lessee to the contrary, which notations, legends or instructions shall be null and void. No endorsement or statement on any check or other communication accompanying a check for payment of any amounts payable hereunder shall be deemed an accord and satisfaction, and Lessor may accept such check in payment without prejudice to Lessor’s right to recover the balance of any sums owed by Lessee hereunder or to pursue any other remedy available in this Lease, or under law, against Lessee.

26.2 Lessee shall not withhold any rent, additional rent or other sums due to Lessor for any reason. In the event Lessee has a good faith claim against or dispute with Lessor, Lessee shall deliver all rent, additional rent and other sums currently due to Lessor together with a letter of protest identifying each and every claim against or dispute with Lessor and itemizing all sums in dispute.

26.3 In the event that Lessee shall pay any rent, additional rent or other charge under protest, Lessor and Lessee shall resolve the dispute in the following manner: as soon as reasonably convenient, and in no event later than thirty (30) days after Lessee’s protest, the

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parties shall negotiate and attempt in good faith to resolve the dispute. Thereafter, if the matter remains unresolved, the dispute may be submitted to arbitration or to a court of competent jurisdiction for resolution.

ARTICLE 27 – SUBORDINATION TO LESSOR – AGENCY TRANSACTION

27.1 Lessor has advised Lessee that Lessor may, in the future, enter into a sale-leaseback, lease-leaseback or other arrangement or agreement with the Agency (the “Agency Transaction”) relating to all or some portion of the Airport for the purpose of obtaining one or more forms of financial assistance from the Agency including, without limitation, relief from sales tax and/or mortgage recording tax. This Lease automatically shall be subject and subordinate to any such sale-leaseback, lease-leaseback or other arrangement or agreement between the Agency and Lessor. This subordination shall be self-operative. However, Lessee shall execute and deliver such agreements, documents and/or instruments as the Agency, and/or Lessor may request to consummate said sale-leaseback, lease-leaseback, or other arrangement or agreement as well as to confirm and/or evidence said subordination.

ARTICLE 28 – HOLDOVER

28.1 Should Lessee continue to occupy the Demised Premises after expiration of the Term, or after a forfeiture incurred, whether with or without the consent of Lessor, then, unless expressly provided otherwise in a writing signed by Lessor, such tenancy shall be from month-to-month and in no event from year-to-year or term-to-term, and such month-to-month tenancy shall be under all the terms, covenants and conditions of this Lease, including, in the case of expiration, one and one-half (1½) times the monthly rent payable immediately preceding such expiration and, in the case of forfeiture, one and one-half (1½) times the monthly rent which would thereafter have been payable but for such forfeiture.

ARTICLE 29 – CHANGES

29.1 This Lease may not be modified, changed, discharged or terminated except by a written instrument executed by both Lessor and Lessee expressly so providing.

ARTICLE 30 – DEFAULT

30.1 If, before or after the commencement of the Term, Lessee shall file in any court pursuant to any statute, either of the United States or of any state, a petition in bankruptcy or insolvency, or for reorganization or arrangement, or for appointment of a receiver or trustee of all or any portion of Lessee’s property, or a petition in bankruptcy or insolvency shall be filed against Lessee in any court pursuant to any statute, either of the United States or of any state and such petition shall not be dismissed within thirty (30) days after the filing thereof, the Term shall thereby, at the option of Lessor, cease, and Lessee shall immediately quit and surrender the Demised Premises to Lessor, and in that case, neither Lessee nor anybody claiming under Lessee shall be entitled to possession, or to go into possession, of the Demised Premises, except for the temporary purpose of removing any alterations or personalty which it is permitted or required to remove under this Lease.

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30.2 If, after commencement of the Term, (i) any of the events mentioned in the immediately preceding Section "30.1" shall occur, (ii) the Demised Premises become vacant, abandoned or deserted for a period of thirty (30) days or more, (iii) the Demised Premises are used for some purpose other than a use permitted under this Lease or for some purpose restricted under this Lease, and any such use continues for more than thirty (30) days after notice from Lessor, (iv) any execution, attachment or other process of law which deprives Lessee of Lessee's estate created by this Lease is issued and Lessee fails to vacate or set aside such execution, attachment or other process within thirty (30) days after such issuance, (v) Lessee shall make default in fulfilling any of the covenants of this Lease other than the provisions for the payment of annual minimum rent or additional rent for more than thirty (30) days after notice from Lessor, (vi) Lessee shall fail to pay any item of annual minimum rent or additional rent or any part of either for a period of more than thirty (30) days after the same is first due and payable, (vii) Lessee shall default in removal of a mechanic's lien within the forty-five (45) day time period specified in Article 21 hereof, or (viii) Lessee shall otherwise be in default with respect to any term, covenant, condition or provision of this Lease or any of the Lease Documents, then, in any of such events, the Term shall thereby, at the option of Lessor, on the day specified in a notice to Lessee of exercise of such option, cease, and Lessee shall immediately quit and surrender the Demised Premises to Lessor, but Lessee shall remain liable as hereinafter provided in Section "30.3".

30.3 If Lessor has exercised the option to cause the Term to cease as hereinbefore provided in this Article 30, Lessor may immediately or at any time thereafter, re-enter the Demised Premises and remove all persons and all or any property therefrom, either by summary proceedings or by any suitable action or proceeding at law, or by force or otherwise, without being liable, in the case of summary proceedings, for indictment, prosecution or damages therefor, and may repossess and enjoy the Demised Premises. Whether or not Lessor exercises such option to cause the Term to cease, Lessor may either relet the Demised Premises or any part or parts thereof for Lessor's own account, or may, at Lessor's option, relet the Demised Premises or any part or parts thereof as the agent of Lessee, and, in either such event, receive the rents therefrom, applying the same first to payment of such expenses as Lessor may have incurred in reletting, then to the fulfillment of Lessee's covenants herein and, if there be any excess then remaining, such excess shall belong to Lessee. Lessee shall remain liable for any deficiency. Lessor may relet the Demised Premises for a term extending beyond the Term and Lessee shall nevertheless remain liable as hereinafter provided. In the event the Term shall cease as provided in this Article 30, then whether or not the Demised Premises be relet, Lessee shall remain liable for, and Lessee hereby agrees to pay to Lessor until the time when this Lease would have expired but for such termination or early expiration, the equivalent of the amount of all the annual minimum rent and additional rent reserved herein, less the avails of reletting, if any, and the same shall be due and payable by Lessee to Lessor on the several rent days above specified, that is, upon each of such rent days Lessee shall pay to Lessor the amount of the deficiency then existing. Lessee hereby expressly waives any and all right of redemption granted by or under any present or future laws in case Lessee shall be dispossessed by judgment or warrant of any court or judge and Lessee shall waive and hereby waives all right to trial by jury in any summary proceedings hereafter instituted by Lessor against Lessee with respect to

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the Demised Premises. The words "re-enter" and "re-entry" as used in this Lease are not restricted to their technical legal meanings.

30.4 If not already provided in this Lease, if Lessee shall default in performing any covenant contained in this Lease on Lessee's part to be performed, Lessor shall have the right, but not the obligation, immediately or at any time thereafter, without notice, to perform the same for the account of Lessee, and, in the event Lessor pays any monies in connection with such performance on account of Lessee, the amount thereof shall be deemed additional rent due and payable concurrently with the next monthly installment of annual minimum rent following Lessor giving Lessee notice of such payment.

30.5 In the event of the breach by Lessee of any of the terms, covenants, conditions and provisions of this Lease, Lessor shall have the right of injunction and a right to invoke any remedy at law or in equity as if re-entry, summary proceedings and other remedies were not provided herein.

30.6 In the event the Demised Premises shall become vacant by reason of Lessee's removal therefrom, whether with respect to a default or not, Lessor shall have no obligation to attempt to relet the Demised Premises or to repair any damages thereto caused by Lessee.

30.7 Notwithstanding anything to the contrary herein contained, in the event the Term shall cease as provided in this Article 30 due to Lessee's failure to pay any item of annual minimum rent or additional rent or any part of either for a period of more than thirty (30) days after the same is first due and payable, or otherwise due to a default by Lessee (which default continues beyond the applicable period of notice and/or grace set forth herein, if any), then whether or not the Demised Premises be relet, Lessee shall remain liable for, and Lessee hereby agrees to pay to Lessor until the time when this Lease would have expired but for such termination or early expiration, the equivalent of the amount of all the annual minimum rent and additional rent reserved herein, less the avails of reletting, if any, and the same shall be immediately due and payable, in full, by Lessee to Lessor upon notice and demand by Lessor.

30.8 No receipt of monies by Lessor from or for the account of Lessee or from anyone in possession or occupancy of the Demised Premises after the termination of this Lease or after the giving of any notice of termination shall reinstate, continue or extend the Term or affect any notice given to Lessee prior to the receipt of such money.

ARTICLE 31 – WAIVER

31.1 Failure of Lessor to insist in any one or more instances upon strict performance of any of the covenants of this Lease which Lessee is required to perform, or to exercise any option herein contained, shall not be considered or construed as a waiver or relinquishment for the future of such covenants or option, but the same shall continue and remain in full force and effect. Receipt by Lessor of annual minimum rent or additional rent with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach and no waiver by Lessor of any provision of this Lease or any of the other Lease Documents shall be deemed to have been made unless made in accordance with the provisions of Section "31.3" hereof. Any written consent by Lessor required

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under this Lease shall not, if given, be construed as a waiver of the need for such consent in the future. No act or thing done by Lessor or Lessor's agents during the Term shall be deemed an acceptance of a surrender of the Demised Premises and no agreement to accept such surrender shall be valid unless in writing signed by Lessor. No employee of Lessor or of Lessor's agents shall have any power to accept the keys of said Demised Premises prior to the termination of the Lease. The delivery of keys to any employee of Lessor or of Lessor's agents shall not operate as a termination of the Lease or a surrender of the Demised Premises.

31.2 Failure of Lessee to insist in any one or more instances upon strict performance of any of the covenants of this Lease which Lessor is required to perform, or to exercise any option herein contained, shall not be considered or construed as a waiver or relinquishment for the future of such covenants or option, but the same shall continue and remain in full force and effect. No waiver by Lessee of any provision of this Lease shall be deemed to have been made unless clearly expressed in writing, signed by Lessee. Any written consent by Lessee required under this Lease shall not, if given, be construed as a waiver of the need for such consent in the future.

31.3 Lessor may unilaterally waive, release or terminate any of the Lessee's covenants, duties or obligations under this Lease or under any of the other Lease Documents provided, however, that, in order to be effective, any such waiver, release or termination must (a) be in writing and signed by an authorized representative of Lessor, (b) clearly state the particular covenant, duty or obligation of Lessee which Lessor is waiving, releasing or terminating, and (c) recite that such waiver, release or termination is being made pursuant to this Section "31.3".

ARTICLE 32 – GENERAL

32.1 Any covenant mentioned in this Lease to be performed by Lessee shall be performed, unless otherwise provided and if not already so stated, at Lessee's own cost and expense, and shall be deemed a condition as well as a covenant. Any covenant mentioned in this Lease to be performed by Lessor shall be performed, unless otherwise provided and if not already so stated, at Lessor's own cost and expense, and shall be deemed a condition as well as a covenant. All monetary sums due to Lessor under this Lease which do not constitute annual minimum rent shall be deemed to constitute additional rent.

ARTICLE 33 – REAL ESTATE BROKER

33.1 Lessor and Lessee each warrant and represent to the other that no real estate broker or any other person entitled to commissions has been instrumental in bringing about this Lease. Furthermore, if any person makes claim for such commissions and either party is required to pay for the same or incur any expense in connection therewith on account of it being established that such person was retained by the other party or acted at the other party's request, expressed or implied, the party responsible therefor shall hold the other party harmless therefrom and indemnify such other party for any payment or expense which such other party is required to so make or incur.

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ARTICLE 34 – INVALIDITY

34.1 The invalidity or unenforceability of any provision of this Lease shall in no way affect the validity or enforceability of any other provision hereof.

ARTICLE 35 – INDEMNITY

35.1 Lessee agrees to indemnify and save Lessor harmless from and against any and all claims, demands, costs, expenses (including reasonable attorneys' fees and disbursements) and liabilities (except such as result from the intentional or negligent act of Lessor or Lessor's agents, servants or employees or the failure of Lessor to perform any act or do anything required of Lessor under this Lease) for or in connection with any accident, injury or damage whatsoever caused to any person or property arising or occurring at, under or in the Demised Premises or any part thereof, directly or indirectly out of the business or occupation conducted, or the improvements made by the Lessee at, under or in the Demised Premises or arising from any act or omission of Lessee or any contractor, subcontractor, materialman, supplier, vendor or concessionaire of Lessee or their respective agents, servants and employees or in any other respect associated with, occurring at, under or in, or relating to the Demised Premises.

The indemnity contained in this Section 35.1 shall survive the expiration or termination of this Lease, and Lessee's obligations hereunder shall apply whenever the Lessor suffers or incurs claims, demands, costs, expenses or liabilities for the actions or omissions of Lessee or any contractor, subcontractor, materialman, supplier, vendor or concessionaire of Lessee or their respective agents, servants or employees, of the types described in this Section 35.1, regardless of when such actions or omissions occur.

35.2 Lessor agrees to indemnify and save Lessee harmless from and against any and all claims, demands, costs, expenses (including reasonable attorneys' fees and disbursements) and liabilities (except such as result from the intentional or negligent act of Lessee or Lessee's agents, servants or employees or the failure of Lessee to perform any act or do anything required of Lessee under this Lease) for or in connection with any accident, injury or damage whatsoever caused to any person or property arising or occurring at, under or in the Demised Premises or any part thereof, directly or indirectly out of the business or occupation conducted, or the improvements made by the Lessor at, under or in the Demised Premises or arising from any act or omission of Lessor or any contractor, subcontractor, materialman, supplier, vendor or concessionaire of Lessor or their respective agents, servants and employees or in any other respect associated with, occurring at, under or in, or relating to the Demised Premises.

The indemnity contained in this Section 35.2 shall survive the expiration or termination of this Lease, and Lessor's obligations hereunder shall apply whenever the Lessee suffers or incurs claims, demands, costs, expenses or liabilities for the actions or omissions of Lessor or any contractor, subcontractor, materialman, supplier, vendor or concessionaire of Lessor or their respective agents, servants or employees, of the types described in this Section 35.2, regardless of when such actions or omissions occur.

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ARTICLE 36 – MORTGAGES

36.1 Notwithstanding anything to the contrary contained in this Lease, Lessor acknowledges and agrees that Lessor shall not mortgage, hypothecate, grant a lien upon or security interest in, or otherwise encumber, its fee interests and/or other interests in Parcel A, Parcel B, Parcel C, and/or Parcel D , or any part of any of them.

36.2 Lessee shall have the right to grant one or more leasehold mortgages and/or assignments of its interest in this Lease, without Lessor's prior consent. If Lessee grants any leasehold mortgages and/or assignments of its interest in this Lease, so long as such leasehold mortgage(s) and/or assignment(s) remain in effect the following provisions will apply:

(a) **Lease Surrender.** There shall be no cancellation, surrender, acceptance of surrender, or modification of this Lease, without each leasehold mortgagee's and/or assignee's prior written consent.

(b) **Notice of Default, Cure.** Lessor shall, upon serving on Lessee any notice of default or any other notice under this Lease, simultaneously serve a copy of such notice upon each leasehold mortgagee and/or assignee, and no notice of such default shall be deemed to have been duly given until a copy thereof has been so served. Each leasehold mortgagee and/or assignee shall thereupon have the same time within which to remedy or cause to be remedied the defaults complained of as is allowed to Lessee, and Lessor shall accept such performance by or at the instigation of each leasehold mortgagee and/or assignee as if such performance had been accomplished by Lessee.

(c) **Due Diligence, Cure.** For the purpose of this Article, no default by Lessee in the performance of work to be performed, acts to be done, or conditions to be remedied, which cannot reasonably be completed within the grace period, shall be deemed to exist, if steps, in good faith, have been commenced promptly to rectify the same, and are prosecuted to completion with diligence and continuity.

(d) **Leasehold Mortgage Assignee Compliance.** Notwithstanding any other provision herein, Lessor may not terminate this Lease while any leasehold mortgage and/or assignment remains in effect, if, within ten (10) days after the date of service of a notice to terminate this Lease for any reason, a leasehold mortgagee and/or assignee has paid Lessor all rent and additional rent and has complied, or taken reasonable steps to comply, with the requirements of this Lease so as to cure the default or defaults claimed by Lessor. In such case, any notice of termination by Lessor shall be void.

(e) **Extension of Time to Cure.** If Lessor elects to terminate this Lease by reason of any default of Lessee, each leasehold mortgagee and/or assignee shall not only have and be subrogated to all rights of Lessee with respect to curing such default, but shall also have the right to postpone and extend the specified date for the termination of this Lease as fixed by Lessor in its notice of termination, for a period of not more than six (6) months, if: (1) the leasehold mortgagee and/or assignee cures any existing default, and meanwhile pays the rent and additional rent and performs all of Lessee's other obligations under this Lease; (2) no further

117.

defaults accrue hereunder during such extended period; or (3) if the nature of the default is such that the leasehold mortgagee and/or assignee is unable to take reasonable steps to cure the same, the leasehold mortgagee and/or assignee immediately proceeds to acquire Lessee's interest in this lease by foreclosure of its leasehold mortgage and/or assignment or otherwise.

(f) **Insurance.** The name of each leasehold mortgagee and/or assignee may be added to the "mortgagee clause" of any and all insurance policies required to be carried by Lessee hereunder. Subject to the provisions of any fee mortgage, Lessor will make available jointly to Lessee and to each leasehold mortgagee and/or assignee, all insurance or condemnation proceeds to which Lessee may be entitled hereunder, for purposes of restoration of the Demised Premises.

(g) **Estoppel Certificate.** Lessor, within ten (10) days after a written request by Lessee or any leasehold mortgagee and/or assignee, shall furnish a written statement, duly acknowledged, that this Lease is in full force and effect and that Lessee is not in default hereunder. If there is a default, the statement shall specify the nature thereof claimed by Lessor.

(h) **Extension of Lease.** Lessor shall notify each leasehold mortgagee and/or assignee if Lessee fails to exercise any extension or renewal option hereunder. Each leasehold mortgagee may exercise any such option on Lessee's behalf, within ten (10) days after receipt of such notice, provided that Lessee's indebtedness to each leasehold mortgagee and/or assignee has not been fully paid.

(i) **Lease Modifications.** In the event Lessee, at any time, seeks to obtain or modify a leasehold mortgage and/or assignment, then Lessor agrees to amend this Lease from time to time to the extent requested by the leasehold mortgagee and/or assignee, provided that the form and content of such amendments are reasonably satisfactory to Lessor and that such proposed amendments do not reduce the annual minimum rent hereunder or similarly materially and adversely affect the rights of Lessor hereunder or its interest in the Demised Premises.

(j) **Additional Instruments.** Lessor agrees to execute such agreements, documents and/or instruments (e.g., recognition and non-disturbance agreements) as may be reasonably requested by any leasehold mortgagee and/or assignee. Nothing contained herein shall obligate Lessor to sign any leasehold mortgage and/or assignment or to mortgage or otherwise encumber its fee estate in any property.

ARTICLE 37 – SIGNS

37.1 Lessee shall not place or install any signs on the exterior walls of the Building or elsewhere within the Demised Premises or permit the placement or installation of such signs without Lessor's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned. Any sign installed by Lessee shall conform in every way with the rules and regulations of any governmental, department or agency having jurisdiction thereover, and with any law of the state, county and/or municipality with regard thereto. No sign placed by Lessee or others on the exterior of the Building or elsewhere within the Demised Premises with Lessor's consent shall be "flashing" or "animated" or one which would otherwise have variations in the intensity of illumination, except with Lessor's prior written consent.

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ARTICLE 38 – RELATIONSHIP

38.1 No provision of this Lease is intended to create a partnership or agency relationship between Lessor and Lessee, or make Lessor and Lessee joint venturers, or make Lessor and Lessee in any way responsible for the debts or losses of the other.

ARTICLE 39 – INTENTIONALLY OMITTED

ARTICLE 40 – QUIET ENJOYMENT

40.1 Except as may otherwise be provided herein, Lessee, upon paying the annual minimum rent and additional rent and other charges provided for by this Lease, and performing all the other terms of this Lease on Lessee's part to be performed, shall quietly have, hold and enjoy the Demised Premises during the Term without hindrance or molestation, subject, however, to the reservations and conditions of this Lease, the Agency Transaction and any mortgage to which this Lease is now or hereafter may be subordinate.

ARTICLE 41 – CAPTIONS

41.1 The Article and Section captions contained in this Lease are for convenience only and do not define, limit or construe the contents of such Articles and Sections and are in no way to be construed as part of this Lease.

ARTICLE 42- REFERENCES

42.1 Wherever in this Lease the singular number is used, the same shall include the plural, and the masculine, feminine and neuter gender shall include each other, if otherwise applicable or appropriate. Any reference in this Lease to "Section" or "Article", unless expressly indicated otherwise, refers to a Section or Article of this Lease.

ARTICLE 43 – SURVIVAL.

43.1 Any provision of this Lease which by its nature should survive the expiration or earlier termination of this Lease shall survive such expiration or earlier termination, even if not expressly so stated.

ARTICLE 44 – LATE CHARGES; INTEREST

44.1 In the event that any payment provided herein shall become overdue for a period in excess of fifteen (15) days, a late charge of five cents (5¢) for each dollar so overdue shall become immediately due to Lessor as liquidated damages for failure to make prompt payment. Said late charge shall be additional rent and shall be payable together with the next installment of annual minimum rent.

119.

44.2 Any item of annual minimum rent and additional rent becoming due under this Lease and not paid when due shall bear interest from the date upon which the Lessor gives the Lessee written notice that such payment is past due until received by the Lessor in immediately available funds at the lesser of (i) four percent (4%) per annum above the prime rate announced from time to time by Bank of America or its successor or (ii) the highest lawful rate of interest permitted by law at the time.

ARTICLE 45 – BENEFIT

45.1 This Lease shall be binding upon and inure to the benefit of the Lessor and its successors and assigns, and Lessee and its permitted successors and assigns. If there be more than one person jointly referred to as “Lessee”, each such person so jointly referred to shall be jointly and severally liable for all of the covenants, agreements and obligations of this Lease required to be performed or observed by the Lessee.

ARTICLE 46 – ATTORNEYS’ FEES

46.1 Except as may otherwise be provided in this Lease, in the event Lessee retains one or more attorneys to bring any legal action (whether informally by way of telephone conferences, meetings, correspondence, etc. or formally by way of an arbitration or administrative proceeding or court proceeding) to recover any monies due from Lessor under this Lease, or to compel Lessor to perform any other covenant and/or condition which Lessor is obligated to perform under this Lease, or in the event Lessee retains one or more attorneys to defend against any obligation imposed or intended to be imposed upon Lessee on account of Lessor’s failure or alleged failure to perform Lessor’s obligations under this Lease or on account of any other act or failure to act on the part of Lessor, Lessor shall be responsible for, and pay to Lessee, all reasonable attorneys’ fees and any other reasonable costs and disbursements incurred by Lessee in connection therewith, provided, however, that Lessee is the successful or prevailing party.

ARTICLE 47- LESSEE’S CONTINGENCIES

47.1 Lessee’s obligation to perform under this Lease is contingent upon each of the following occurring (or being waived by Lessee, in writing), within one hundred eighty (180) days after the Effective Date:

(a) The execution and delivery by Sublessee of the Sublease, in form and content satisfactory to Lessee, in its sole discretion;

(b) The execution and delivery by Lessor and Sublessee of the Operating Agreement, in form and content satisfactory to Lessee, in its sole discretion;

(b) Lessee’s obtaining an unconditional commitment for, and closing upon, the Institutional Financing, which Institutional Financing shall be in such amounts and otherwise on such terms and conditions as are satisfactory to Lessee, in its sole discretion; and

(c) Lessee’s Board of Directors having given its approval to this Lease.

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ARTICLE 48 – LESSOR’S OPTION TO PURCHASE

48.1 At any time during the Term hereof, up to but not including the Option Expiration Date (as hereinafter defined), Lessor shall have the option to purchase (the "Option to Purchase") from Lessee the following property (collectively, the "Option Property"): (a) Lessee’s leasehold estate, as lessee, under and pursuant to this Lease, (b) Lessee’s leasehold estate, as sublessor, under and pursuant to the Sublease, and (c) all of Lessee’s right, title and interest in and to the Building and the Related Improvements. The purchase price (the "Purchase Price") for the Option Property shall be an amount equal to the sum of (x) the Unpaid Balance of the Financing, measured as of the Option Property Closing Date (as hereinafter defined) plus (y) the Maintenance and Repair Costs Overrun, measured as of the Option Property Closing Date (as hereinafter defined) plus (z) One and 00/100 Dollar (\$1.00). If Lessor exercises its Option to Purchase, then, and in such event, its purchase of the Option Property shall be upon the terms and conditions set forth and contained in the Purchase and Sale Agreement to be annexed hereto as **Exhibit G**. The closing (the "Closing on Option Property") shall take place on a business day (the "Option Property Closing Date") occurring within thirty (30) days following the date on which Lessee receives the Option Exercise Notice (as hereinafter defined).

48.2 If Lessor elects to exercise its Option to Purchase, it shall give written notice thereof (the "Option Exercise Notice") to Lessee.

48.3 Notwithstanding anything to the contrary herein contained, the Option to Purchase shall automatically expire and terminate on the date (the "Option Expiration Date") which is the earliest of (a) the date this Lease expires, (b) the date that this Lease terminates or is terminated, regardless of the reason therefor, and (c) the date which is the day preceding the twenty-first (21st) anniversary of the Effective Date.

ARTICLE 49– MEMORANDUM OF LEASE

49.1 This Lease shall not be recorded. If requested by either Lessor or Lessee, the parties hereto shall execute a memorandum of this Lease in proper form for the purpose of recording (together with any other documents which may be required in order to record such memorandum) and cause the same to be recorded at Lessee’s cost and expense. Such memorandum shall not be deemed to modify or change any provision of this Lease.

ARTICLE 50 – FURTHER ASSURANCES

50.1 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 Lease and the parties’ agreement hereunder.

ARTICLE 51 – GOVERNING LAW

51.1. All matters arising out of or relating to this Lease shall be governed by and construed in accordance with the law of the State of New York, without reference to its choice of

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law rules or principles.

ARTICLE 52 – COUNTERPARTS

52.1 This Lease may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

ARTICLE 53 – ESTOPPEL CERTIFICATES

53.1. Lessee shall, within ten (10) days after a request by Lessor, execute, acknowledge and deliver to Lessor a written statement certifying that this Lease is unmodified and in full force and effect (or that it is in full force and effect as modified, listing the instruments of modification), the dates to which the rent and other charges have been paid, whether or not to the best of Lessee's knowledge, Lessor is in default hereunder (and, if so, specifying the nature of each default), and whether or not the Lessee has any offset, counterclaim or defense (and, if so, specifying the nature of such offset, counterclaim or defense).

53.2. Lessor shall, within ten (10) days after a request by Lessee, execute, acknowledge and deliver to Lessee a written statement certifying that this Lease is unmodified and in full force and effect (or that it is in full force and effect as modified, listing the instruments of modification), the dates to which the rent and other charges have been paid, whether or not to the best of Lessor's knowledge, Lessee is in default hereunder (and, if so, specifying the nature of each default), and whether or not the Lessor has any offset, counterclaim or defense (and, if so, specifying the nature of such offset, counterclaim or defense).

ARTICLE 54 – FORCE MAJEURE

54.1. If Lessee is delayed, hindered or prevented from performing any act required under this Lease by reason of construction delays, strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive government laws or regulations, riots, insurrections, the act, failure to act or default of Lessor, war, terrorist act, or other reason beyond Lessee's control, then performance of the act shall be excused for the period of the delay. In that event, the period for the performance of the act shall be extended for a period equivalent to the period of the delay.

ARTICLE 55 – WAIVER OF JURY TRIAL

55.1. Lessor and Lessee hereby waive, to the extent not prohibited by law, the right to a jury trial in any action, summary proceeding or legal proceeding between them arising out of or relating to this Lease.

ARTICLE 56- OWNERSHIP OF BUILDING AND RELATED IMPROVEMENTS

56.1 During the Construction Period and the Term of this Lease, the Building and the Related Improvements constructed by Lessee, including without limitation all additions, alterations and improvements thereto or replacements thereof and all appurtenant fixtures, machinery and equipment installed therein, shall be the property of Lessee. At the expiration

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or earlier termination of this Lease, the Building and the Related Improvements, and all additions, alterations and improvements thereto or replacements thereof and all appurtenant fixtures, machinery and equipment installed therein shall become the property of Lessor, upon the payment by Lessor to Lessee of the Expiration/Termination Date Balance.

ARTICLE 57 – SURRENDER UPON EXPIRATION OR EARLIER TERMINATION

57.1 Upon the expiration or earlier termination of this Lease, Lessor shall pay the Expiration/Termination Date Balance to Lessee whereupon Lessee shall surrender to Lessor the Demised Premises (including the Building and the Related Improvements) and all furniture, fixtures, equipment and other items of tangible personal property located at, in or on the Demised Premises. The property surrendered by Lessee to Lessor shall be surrendered in its then “AS IS” condition, “WITH ALL FAULTS” (as of the date of surrender) and without representation or warranty of any kind by Lessee. Lessee shall not remove any fixtures, furniture, equipment or other items of tangible personal property from the Demised Premises, or any additions to or replacements thereof made during or before the Term of this Lease, it being the intent of the parties that, upon the expiration or earlier termination hereof and payment of the Expiration/Termination Date Balance by Lessor to Lessee, Lessor shall receive the Building and the Related Improvements and all such fixtures, machinery, equipment and other items of tangible personal property. At the request of Lessor, Lessee shall assign to Lessor Lessee's interest in any subleases of any portion or the Demised Premises with a term continuing beyond the term of this Lease (but the foregoing shall not be construed as the consent of Lessor to any such sublease).

ARTICLE 58 – MISCELLANEOUS

58.1 Lessor and Lessee acknowledge and agree that this Lease has been freely negotiated by both parties and that in any controversy dispute or contest over the meaning, interpretation, validity, or enforceability of this Lease or any of its terms and provisions, there shall be no inference, presumption or conclusion drawn whatsoever against either party by virtue of that party having drafted this Lease or any portion thereof.

58.2 Any and all rights and remedies which the Lessor may have under this Lease and at law or in equity shall be cumulative and shall not be deemed inconsistent with each other, and any two or more or all of such rights and remedies may be exercised at the same time.

58.3 Lessor represents and warrants to Lessee that (i) the execution and delivery by Lessor of this Lease and the other Lease Documents were duly authorized by all necessary Lessor legal action, (ii) that each of the Lease and the other Lease Documents was duly executed and delivered by Lessor's duly authorized officer, and (iii) that each of the Lease Documents is Lessor's legal and valid binding obligation and is enforceable against Lessor in accordance with its respective terms. Upon the execution and delivery of the Lease, Lessor shall furnish Lessee, the Institutional Lenders and the Title Insurers with the opinion of Lessor's counsel (the “Opinion”) in substantially the same form as the sample Opinion annexed hereto as **Exhibit F**, or in such other form as may be reasonably requested by the Opinion recipients.

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ARTICLE 59 – ENTIRE AGREEMENT

59.1 This Lease (including the exhibits hereto) contains the entire agreement of the parties with respect to the subject matter hereof and no oral statement or written matter prior to the date of this Lease shall have any effect or force. The submission by Lessor of the within Lease in draft form shall be deemed submitted solely for Lessee's consideration and not for acceptance, and execution shall confer no rights or impose any obligations, including brokerage obligations, upon either Lessor or Lessee or assignees unless and until Lessor and Lessee shall both have executed this Lease and duplicate originals thereof shall have been delivered to and received by each.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

124.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease as of the day and year first above written.

LESSOR: COUNTY OF ONEIDA

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

LESSEE: GRIFFISS LOCAL DEVELOPMENT CORPORATION

By: _____
Steven J. DiMeo
Its Authorized Representative



EXHIBIT A

(Operating Agreement)

127.

EXHIBIT B
(Sublease Agreement)

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EXHIBIT C

(Lessor's Final Plans and Specifications)

129.

EXHIBIT D

(Lessee's Final Plans and Specifications)

130.

EXHIBIT E

(Sublessee's Final Pre-Commencement Plans and Specifications)

131.

EXHIBIT F

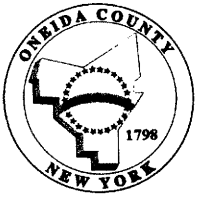
(Opinion of Lessor's Counsel)

132.

EXHIBIT G

(Purchase and Sale Agreement)

133.



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

JN 2008-401

August 27, 2008

WAYS & MEANS

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

RE: Judd Road Connector Wetland Mitigation

Honorable Members:

I enclose herewith four (4) originals of a Federal Highway and Local Project Agreement for construction work on the above referenced project.

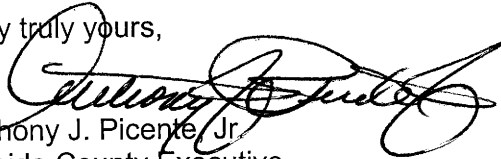
The County will be advancing the federal and state project costs for the wetland mitigation and will be reimbursed for same by the Department of Transportation.

The actual project will be conducted by the Oneida County Soil and Water Conservation District with whom Oneida County will have a separate contract to perform these services.

I respectfully request the Board's immediate action on this matter. I apologize for the lateness of this presentation to the Board but we were awaiting the final contract language from the State DOT and I do not wish to forego the funding if we do not meet the State's September deadline for action.

Thank you.

Very truly yours,


Anthony J. Picente Jr.
Oneida County Executive

Cc: Mark E. Laramie
Linda M.H. Dillon, Esq.

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

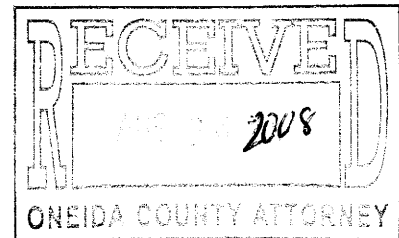
MICHAEL A. SHAMMA, P.E.
REGIONAL DIRECTOR

Regional Planning & Program Management (315) 793-2450
Internet: NYS DOT2@dot.state.ny.us
Fax: (315) 793-2719

ASTRID C. GLYNN
COMMISSIONER

August 26, 2008

Mr. Mark Laramie
Deputy Commissioner of Engineering
Oneida County Department of Public Works
6000 Airport Road
Oriskany, NY 13424



Dear Mr. Laramie:

RE: PIN2801.27.322
Judd Road Connector Wetland Mitigation
Town of Whitestown

Enclosed you will find four (4) originals of a Federal-Aid Highway and Local Project Agreement and two (2) original signature pages for the Construction work for the above-referenced project. Also included is a sample Resolution.

The Agreement is necessary to begin the Construction phase for the project. When the Agreement is fully executed, Oneida County can be reimbursed up to \$522,000 (\$417,600 Federal and \$104,400 State dedicated funds) as expenditures are made, per Schedule A of the Agreement.

You are requested to have the Agreements signed by the appropriate officials and return the four (4) original Agreements, two (2) original signature pages and five (5) original certified Resolutions to this office for further processing.

If you have any questions, please call Stephan Pilipczuk of my office at (315) 793-2450.

Sincerely,

ROBERT E. RICE, P.E.
Regional Planning and Program Manager

RER:SP:kr
Enclosures

cc: S. Pilipczuk, Reg. Planning & Program Mgmt. Group, R-2

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ONEIDA COUNTY HEALTH DEPARTMENT

A *divondack 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



August 18, 2008



Public Health
Prevent. Promote. Protect.



7/2008-402

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

PUBLIC HEALTH

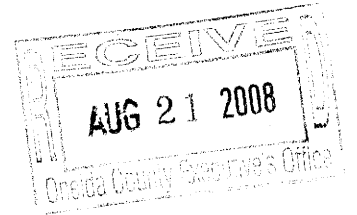
WAYS & MEANS

Dear Mr. Picente:

As you are aware the Oneida County Public Health Department is in the midst of developing the Community Health Assessment (CHA). The aim of this assessment is to describe the health of the community by presenting information on health status and community health needs and resources.

In developing this required assessment the department has incurred additional costs which were not anticipated in the 2008 budget. In order to continue to support this county wide collaborative effort we are requesting the following transfer for the 2008 fiscal year.

From: A4012.101 – Salaries.....	\$ 6,000
A4018.101 – Salaries.....	10,000
A4059.101 – Salaries.....	10,000
A4060.101 – Salaries.....	6,900
Total:	\$ 32,900
To: A4010.195 – Other Fees & Services.....	\$ 10,500
A4010.411 – Office Supplies.....	3,000
A4010.455 – Travel & Subsistence.....	4,500
A4010.495 – Other Expenses.....	14,900
Total:	\$ 32,900



RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 AUG 22 AM 11:30

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

Cc: T. Keeler, Director of Budget

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

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

Date 8/20/08

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ONEIDA COUNTY DEPARTMENT OF HEALTH

Date: 08-18-08

ONEIDA COUNTY BOARD OF LEGISLATORS

APPROPRIATION / SUMMARY

Appropriation _____
Transfer **X**
Fiscal Year 2008

1.) Appropriation or Transfer Description –

Cost Center: Public Health/ - Administration / A4018

From:	Salaries, 4012.....	\$6,000
	Salaries, 4018.....	\$10,000
	Salaries, 4059.....	\$10,000
	Salaries, 4060.....	\$6,900
	Total:	\$32,900

To:	4010 - Administration	
	Other Fees & Services.....	\$10,500
	Office Supplies.....	\$3,000
	Travel & Subsistence.....	\$4,500
	Other Expenses.....	\$14,900
	Total	\$32,900

2.) Activity or Service –

To provide the required funds to develop the Community Health Assessment, which has been defined as “the ongoing process of regular and systematic collection, assembly, analysis, and distribution of information on the health of the community”. These funds will support the MAPP (Mobilizing for Action through Planning & Partnerships) process which will require broad participation from a wide variety of community members and agencies. MAPP helps communities prioritize community health issues and identify resources for addressing them. Broad community participation is essential to this process because a wide range of organizations and individuals contribute to the community health.

2.) Client population to be served –

All residents of Oneida County, assessing the health of the county is a core function of our local public health department and is the foundation of public health practice. Information within the Community Health Assessment provides diagnosis of the health status of the county based on a comprehensive analysis of health-related data and other factors that influence community health. With this assessment we will be better able to develop strategies to resolve identified problems. The CHA serves as a guide in the development of the Municipal Health Services Plan which is used as a basis of State funding for public health programs and initiatives.

3.) Explanation of Appropriation /Transfer –

To provide the necessary funds to facilitate the CHA using the MAPP process.

4.) Funding Source –

The funding will continue to be at 36% as was projected for original budget.

Oneida County Department Staff Comments:

165.

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) 793-6200
Fax: (315) 768-6299

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

August 14, 2008

7N2008-403

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

PUBLIC WORKS

WAYS & MEANS

Dear County Executive Picente,

Barton & Loguidice, P.C. of Syracuse was previously approved by Oneida County Board of Legislators to provide preliminary engineering/design services for Maintenance Repairs and Maintenance Painting of Multiple County Bridges, for a not to exceed fee of \$95,000. The preliminary engineering/design phase is complete and it is now necessary to advance the project to construction.

During the construction phase of the project it is necessary to provide construction inspection services to insure compliance with the contract documents. Barton & Loguidice has submitted Supplemental Agreement No. 1 for construction inspection services to Oneida County and NYSDOT for review and approval. NYSDOT has approved same for a not to exceed fee of \$178,000.


Federal funds for this phase of the project have been allocated and will cover 80% of the project costs. Marchiselli Funds (State) may become available for an additional 15% of the project costs. Oneida County's participation would then be 5% of the project costs.

On August 13, 2008 the Oneida County Board of Acquisition and Contract approved Supplemental Agreement No. 1 for \$178,000 (\$142,400 Federal, \$26,700 State, and \$8,900 County) to provide construction inspection services. The total contract fee would be increased to \$273,000 (\$218,400 Federal, \$40,950 State, and \$13,750 County).

If acceptable, please forward Supplemental Agreement No. 1 to the Oneida County Board of Legislators for consideration.

Thank you for your support.

Sincerely,


John J. Williams
Commissioner of Public Works

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


Anthony J. Picente, Jr.
County Executive

Date 8/20/08

cc: Mark E. Laramie, P.E., Deputy Commissioner

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ONEIDA COUNTY LEGISLATURE
2008 AUG 22 AM 11:05

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Oneida County Board of Legislators Contract Summary

Name of Proposing Organization: **Barton & Loguidice, P.C.**
Title of Activity or Service: **Professional Consulting Services**
Client Population/Number to be Served: **N/A**
Summary Statements: **N/A**

1) Narrative Description of Proposed Services:
Construction Inspection Services for Maintenance Repairs and Maintenance Painting of Multiple County Bridges.

2) Program/Service Objectives and Outcomes:
As noted above.

3) Program Design and Staffing Level:
N/A

Total Funding Requested: **\$178,000**

Oneida County Department Funding Recommendation: **\$178,000** Account # **H-298**

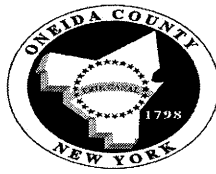
Proposed Funding Source: Federal **\$142,400** State **\$26,700** Town **\$8,900**

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

Past Performance Data: **N/A**

Oneida County Department Staff Comments

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

August 18, 2008

JN 2008-404

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

HUMAN RESOURCES

WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 AUG 22 AM 11:04

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 the Purchase of Services Agreement for Neighborhood Center Day Care 293 Genesee Street, Utica, New York. This center provides safe Day Care Services at (3) sites for children 6 weeks to 14 years. 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 the Agreement is October 1, 2008 through September 30, 2009. The rates for Day Care are the "Market Rates" determined by New York State Office of Children and Family Services. The total paid to the Neighborhood Center for Day Care Services for August 1, 2007 through July 31, 2008 was \$672,012 with a local share of 3.2 % or \$ 21,504.

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 8/20/08

168

8/18/08
18605

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization:

The Neighborhood Center Inc.
293 Genesee Street
Utica, New York 13501

Title of Activity or Services: Day Care Services

Proposed Dates of Operations: October 1, 2008 through September 30, 2009

Client Population/Number to be Served: Licensed for a total of 308 children at 3 sites.

Neighborhood Center at the following sites:

615-616 Mary Street
Utica, New York 13501
6 WEEKS - 14 YRS.

628 Mary Street
Utica, New York 13501
3 YRS - 5 YRS.

195-199 W. Dominick Street
Rome, New York 13440
3 YRS. - 8 YRS.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

Day Care Services located at the Day Care Centers stated above.

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.

169.

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 %	\$ 504,009
State	21.8 %	\$ 146,499
County	3.2 %	\$ 21,504

Cost Per Client Served: Paid a total of \$ 672,012 for contract period August 1, 2007 through July 31, 2008. The Department had an average of 82 children per month.

Past performance Served:

O.C. Department Staff Comments: The Department has contracted with this provider since 1989 for this service. The Department contracts with a number of providers to ensure the availability of services.

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

August 18, 2008

JK 2008-405

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

HUMAN RESOURCES

WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 AUG 22 AM 11:08

Dear Mr. Picente:

I am submitting the following Purchase of Services Agreement for review and approval of 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 the Purchase of Services Agreement with the Rome Family YMCA for Day Care Services. This center provides safe Day Care Services for children 18 months to 5 years. 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 the Agreement is September 29, 2008 through September 28, 2008. The rates for Day Care are the "Market Rates" determined by New York State Office of Children and Family Services. The total paid for the period July 1, 2007 through June 30, 2008 was \$ 66,347 with a local share of 3.2% or \$ 2,123.

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 8/20/08

8/18/08
17502

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization:

Rome Family YMCA
301 W. Bloomfield Street
Rome, New York 13440

Title of Activity or Services: Day Care Services

Proposed Dates of Operations: September 29, 2008 through September 28, 2009

Client Population/Number to be Served: Licensed for a total of children 18 months to 5 years.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

Day Care Services located at:
Rome Family YMCA
301 W. Bloomfield Street
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 %	\$ 49,760
State	21.8 %	\$ 14,464
County	3.2 %	\$ 2,123

Cost Per Client Served:

Past performance Served: The Department has contracted with this provider since 1990 for this service. The Department paid a total of \$ 66,347 for the period of July 1, 2007 through June 30, 2008. The Department had an average of eight (8) children per month.

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

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

August 18, 2008

FN 2008-406

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

HUMAN RESOURCES
WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 AUG 22 AM 11:03

Dear Mr. Picente:

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

The Safe Schools Program contract with Utica Safe Schools/Healthy Students Partnership Inc. is a program to target high-risk students and their families at twelve Utica Schools. The renewal Agreement will create and provide concentrated services to students. The program goals are to reduce negative and violent behavior, reduce substance abuse, improve school attendance, academic performance and reduce suspensions, reduce family problems and increase the family's involvement in the youth's education, and improve efficiency in the private and public services delivered with cost effectiveness benefits for the community.

This Agreement will run from October 1, 2008 through September 30, 2009 with a budget of \$512,500.00 with a local cost of 24.68% or \$ 126,485.00. The Contractor will spend an additional \$275,961.54 on the project.

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 8/20/08

174

8/18/08
31801

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Utica Safe Schools/Healthy Students Partnership Inc.
1115 Mohawk Street
Utica, New York 13501

Title of Activity or Services: Safe Schools Program

Proposed Dates of Operations: October 1, 2008 – September 30, 2009

Client Population/Number to be Served:

The target population will be high-risk eligible students and their families, at twelve Utica Public Schools: Albany Elementary School, Columbus Elementary School, General Herkimer Elementary School, Hughes Elementary School, Jefferson Elementary School, Jones Elementary School, Kernan Elementary School, Martin Luther King Elementary School, Watson-Williams Elementary School, Donovan Middle School, J.F. Kennedy Middle School, and Proctor High School

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

The Contractor will concentrate services for high-risk youth within the school and neighborhood at a more intensive level than available in the past.

The Contractor will provide the following services:

- Complete assessment, using specified instructions, of each referred child and, when appropriate, his or her Family.
- Review assessment results and develop a plan of service with the Child Study Team (Student Support Group) and the Safe School clinical team.
- Link Individual children to Safe School and other services.
- Consult with school leadership to ensure effective delivery of Safe Schools and other services, including the Before and After School Programs. This may include activities such as working to schedule meeting space, etc.
- Oversee the provision of services to a child/family to ensure fidelity to the prescribed, evidence-based models.
- Conduct outreach and use technology to quickly identify students who can benefit from Safe Schools and other services.
- Collect and analyze the data needed to meet the objectives and goals determined by the program assessment and service plan.

175.

- Act as a resource and liaison between the education team and community partners such as Law Enforcement, Probation, Family Court, Department of Social Services, etc.
- Act as single point of access for services and programs being provided in the assigned schools.
- Be available to principals and all other school staff for consultation and support regarding the security, safety, and emotional well being of students and families.
- Other services deemed necessary by the contractor and Department.

2). Program/Service Objectives and Outcomes -

The Contractor has the following Goals and outcomes for the 2008-2009 School year:

Goal:

- The goal of this project is to create and provide concentrated services to students at nine Elementary Schools, two Middle Schools and One High School in the Utica School District that will:
 - reduce negative and violent behavior
 - reduce substance abuse
 - improve school attendance academic performance and reduce suspensions
 - reduce family problems and increase the family's involvement in the youth's education
 - improve efficiency in the private and public services delivered with cost-effectiveness benefits for the community.

Outcomes:

- 60% of Safe Schools students will maintain 75-80% attendance
- 80% of Safe Schools students will achieve at least a "C" average in classes.
- Safe Schools will assist in reducing the number of discipline referrals by 10%
- Safe Schools will increase the number of social skills groups from the number offered in the 2007-2008 school year within the elementary schools.
- Decrease the number of incidents reported to the School Resource Officers by 5%

3). Program Design and Staffing Level -

- One (1) Director
- One (1) Assoc. Director of Programs
- One (1) Finance Manager
- One (1) IT Specialist
- One (1) Administrative Assistant
- Eleven (11) Site Coordinators

Total Funding Requested: \$ 512,500.00

Oneida County Dept. Funding Recommendation: Account #:A6070.49549

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

Federal	34.97 % =	\$ 179,221.25
State	40.35 % =	\$ 206,793.75
County	24.68 % =	\$ 126,485.00

176.

Cost Per Client Served:

Past performance Served:

Utica Safe Schools Program has:

- Provided direct service to an average of 220 students per month.
 - Individual Student Support: Meet with students individually to address needs, mentoring, homework assistance, mediation, make appropriate assessments, intervention support to students in crisis, support student behavior plans developed by school staff, bull prevention, and intervention, coordinator services with other building staff to support the student, homeless assistance and support, identify and reduce barriers to learning, etc.
 - Group Activities: Offer alternatives to violence or negative behavior, promote positive problem solving, reduce aggressive behaviors, enhance skills for anger management, encourage bullying prevention, learning ways to effectively communicate with peer and adults, identify and address self-esteem concerns, grief and loss, etc.
 - Family Support: Reaching out to parents through mail, phone or in person, working with parents to encourage involvement at the school level, make referrals to school and community based agencies, develop plans to support and encourage their children in pro social skills and academic achievement, make home visits when deemed necessary, completing assessments on students, completing consent forms and preventative services questionnaire, etc.
 - Referrals: Refer students to programs within the school to provide support and improve behavior or academics as deemed appropriate. Make referrals to families for students to outside agencies as deemed necessary and appropriate depending on students' individual needs. Offer and accept referrals at school based Instructional Support Team (IST) meetings based on issues brought to the meeting.

O.C. Department Staff Comments: The Department has contracted with this contractor since 2004. This Contract will be funded partially by TANF 200% funds and New York State 65% preventive funding. The Local Share is \$ 126,485.00. The Contractor will spend an additional \$275,961.54 for this program.

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

August 18, 2008

JN 2008-407

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

**HUMAN RESOURCES
WAYS & MEANS**

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 AUG 22 AM 11:01

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 Purchase of Services Agreement for Personal Care Services will be provided by Cathie Lee's Home Health Care, P.O. Box 526-528 8th Avenue, Sylvan Beach, New York 13157. Personal Care 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.

This Agreement is established for the year November 1, 2008 through October 31, 2009. New York State Department of Health establishes the Personal Care Rates. The department spent \$ 69,073 in 2007 with a local share of 16% or \$ 11,051.68.

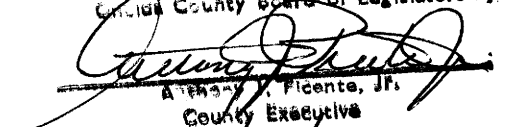
I am respectfully requesting that this matter be forwarded to the Board of Legislators for action as soon as possible. Thank you for your consideration.

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 8/20/08

8/18/08
67202

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Cathie Lee's Home Health Care
P.O. Box 526-228 8th Avenue
Sylvan Beach, New York 13517

Title of Activity or Services: Personal Care Services

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

Client Population/Number to be Served: Physically or Mentally disabled individuals in receipt of Medicaid who are residing in their own home.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

Personal Care Services is defined as some or total assistance with personal hygiene, dressing and feeding, nutritional and environmental support functions and health-related tasks. Such services shall be essential to the maintenance of the patient's health and safety within his/her own home, ordered by the attending physician, based on an assessment of the patient's needs provided by a qualified person in accordance with a plan of care and supervised by a registered professional nurse.

2). Program/Service Objectives and Outcomes -

To enable disabled Medicaid recipients to remain in their own home and delay or divert entrance to a higher level of care.

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

Total Funding Requested: \$ 20.38 to \$ 24.00 per hour.

Rates are determined by New York State quoted is the highest rates and vary by level of care needed.

Oneida County Dept. Funding Recommendation: Account # A6102.495

179.

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

Federal	50 % -	\$ 34,536.50
State	34 % -	\$ 23,484.82
County	16 % -	\$ 11,051.68

Cost Per Client Served: Rates vary as to the level of care required and are set by New York State Department of Health.

Past performance Served: The department has contracted with this provider since 1997 for personal care services. The Department spent \$ 69,073 in 2007.

O.C. Department Staff Comments: The Department contracts with a number of agencies to ensure availability of service.



Anthony J. Picente, Jr.
County Executive

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



Linda M. Nelson
Acting Director

235 Elizabeth Street, Utica, NY 13501

Phone 315-798-5456

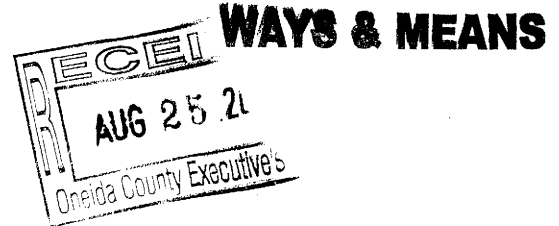
Fax 315-798-6444

E-mail: ofa@ocgov.net

August 25, 2008

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

7/1 2008-408
PUBLIC HEALTH



Re: Supplemental Appropriations/COLA Adjustments

Dear Mr. Picente:

Office for the Aging/Continuing Care has recently been notified of cost of living increases (COLA) in several aging services and programs. These programs include Community Services for the Elderly (CSE); Expanded In-Services for the Elderly (EISEP); Supplemental Nutrition Assistance Program (SNAP). At the same time there continues to be a growing need to provide services to frail elderly individuals served through these programs. Specifically, there continues to be a waitlist for non-medical in home personal care services, and social adult day care placements. The nutrition program provider has also experienced substantial increases in food costs and delivery expenses to provide congregate and home delivered meals. Therefore, I respectfully recommend that supplemental appropriation be made into the following expense lines:

A6772.495116 Adult Daycare.....	\$24,238
A6774.49599 In-Home Services	\$12,301
A6773.495100 Nutrition Program.	\$53,318
A6773.456 Gasoline and Oil	\$10,000
A6774.492 Computer Software and Licenses	\$12,000

RECEIVED
 ONEIDA COUNTY LEGISLATURE
 2008 AUG 25 PM 2:27

This request for supplemental appropriations will be fully offset by unanticipated revenue in the following revenue accounts:

A3777 State Aid Community Services.....	\$24,238
A3778 State Aid – EISEP	\$12,301
A3776 State Aid – SNAP	\$75,318

This request will not require additional County dollars. I am available should you have any questions or concerns regarding this request for supplemental appropriation.

Sincerely,

Michael J. Romano
Michael J. Romano,
Director

CC: Tom Keeler, Budget Director
Sue Perritano, Fiscal Supervisor

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by
Anthony J. Picente, Jr.
Anthony J. Picente, Jr.
County Executive
Date 8/25/08

181

NOTIFICATION OF GRANT AWARD - SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM

Name and Address of Area Agency: Oneida County Office for Aging and Continuing Care 235 Elizabeth Street Utica, NY 13501-2211	Name and Address of Sponsoring Agency/Payee: Oneida County
--	---

Program Year - Beginning: 4/1/2008 Ending: 3/31/2009

Fiscal Year from which funds are awarded: 2008

This award is **New**

<u>Section I - Cost Categories</u>	<u>Amount</u>
Personnel	\$38,569.00
Fringe Benefits	11,570.00
Equipment	23,200.00
Travel	1,200.00
Maint. & Operations	3,241.00
Other Expenses	340.00
Subcontracts	601,988.00
Food	0.00
Approved Costs	\$680,108.00
Less:	
NSIP	70,379.00
Anticipated Income	111,000.00
Net Cost	<u>\$498,729.00</u>

<u>Section II - Grantee Budget - State Funding:</u>	
State Share (see remark 1)	\$498,729.00
Other Resources Cash	0.00
Other Resources In-Kind	0.00
Net Cost	<u>\$498,729.00</u>

<u>Section III - State Funds Ceiling:</u>	
A. SNAP Base Allocation	\$394,986.00
B. SNAP Supplemental Award	103,743.00
State Funds Ceiling (see remark 1)	<u>\$498,729.00</u>

Remarks: In addition to the conditions contained in the Four Year Plan, Annual Implementation Plan and Application for Funding, the conditions checked below apply to this award:

- (XX) 1. State reimbursement is limited to the **lower** of the "State Share" in Section II or the "State Funds Ceiling" in Section III of this award notice.
- (XX) 2. Receipt of State funds (either through advance or reimbursement) does not constitute earning of these funds. The State share of the project cost is earned only when allowable costs have been incurred and paid.
- (XX) 3. The State share of administrative expenditures will not exceed 5% of the State dollars expended under this award.
- (XX) 4. A separate audit trail is to be maintained for these funds and copies of all receipts and other pertinent documentation are to be maintained by the recipient for subsequent audit.
- (XX) 5. The final claim must be submitted to the State Office for the Aging no later than 90 days after the close of the program period.
- () 6. Other:

Name and Title of Authorizing Official: Michael J. Burgess, Director	Signature: 	Date: June 26, 2008
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182

NOTIFICATION OF GRANT AWARD
COMMUNITY SERVICES FOR THE ELDERLY PROGRAM

Name and Address of Area Agency: Oneida County Office for Aging and Continuing Care 235 Elizabeth Street Utica, NY 13501-2211	Name and Address of Sponsoring Agency/Payee: Oneida County
--	---

Program Year - Beginning: 4/1/2008 Ending: 3/31/2009

Fiscal Year from which funds are awarded: 2008

This award is New

Section I - Grantee Budget

	<u>Amount</u>
Personnel	\$34,646.00
Fringe Benefits	10,394.00
Equipment	0.00
Travel	0.00
Maint. & Operations	14,570.00
Other Expenses	200.00
Subcontracts	394,919.00
Food:	0.00
Approved Costs	<u>\$454,729.00</u>
Less:	
NSIP	0.00
Anticipated Income	7,000.00
Net Cost	<u><u>\$447,729.00</u></u>

Section II - Grantee Budget - State and Matching Funds:

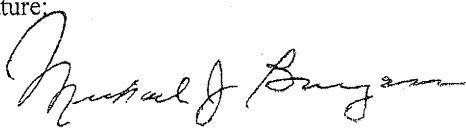
1. State Share (see remark 1)	\$338,873.00
2. Matching Share of Net Cost	
A. In-Kind	0.00
B. Cash	108,856.00
3. Net Cost	<u>\$447,729.00</u>

Section III - State Funds Ceiling:

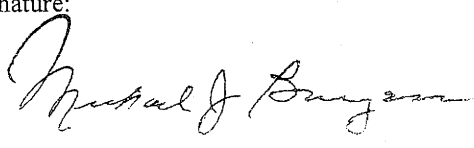
A. CSE Planning and Implementation	\$48,607.00
B. CSE Project - 75%	212,575.00
C. CSE Supplemental Award	77,691.00
State Funds Ceiling (see remark 1)	<u>\$338,873.00</u>

Remarks: In addition to the conditions contained in the Four Year Plan, Annual Implementation Plan and Application for Funding, the conditions checked below apply to this award:

- (XX) 1. State reimbursement is limited to the lower of the "State Share" in Section II or the "State Funds Ceiling" in Section III of this award notice.
- (XX) 2. Receipt of State funds (either through advance or reimbursement) does not constitute earning of these funds. The State share of the project cost is earned only when allowable costs have been incurred and paid; and the local share of the costs has been contributed.
- (XX) 3. The funds herein awarded are to be expended in accordance with Section 214 of the New York State Elder Law and the applicable State Regulations.
- () 4. Other:

Name and Title of Authorizing Official: Michael J. Burgess, Director	Signature: 	Date: June 26, 2008 183
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NOTIFICATION OF GRANT AWARD - EXPANDED IN-HOME SERVICES FOR THE ELDERLY PROGRAM

Name and Address of Area Agency: Oneida County Office for Aging and Continuing Care 235 Elizabeth Street Utica, NY 13501-2211	Name and Address of Sponsoring Agency/Payee: Oneida County																																																
Program Year - Beginning: 4/1/2008 Ending: 3/31/2009																																																	
Fiscal Year from which funds are awarded: 2008 This award is New																																																	
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Remarks: In addition to the conditions contained in the Four Year Plan, Annual Implementation Plan and Application for Funding, the conditions checked below apply to this award:																																																	
<p>(XX) 1. State reimbursement is limited to the lower of the "State Share" in Section II or the "State Funds Ceiling" in Section III of this award notice. 75% funding must be expended first.</p> <p>(XX) 2. Receipt of State funds (either through advance or reimbursement) does not constitute earning of these funds. The State share of the project cost is earned only when allowable costs have been incurred and paid; and the local share of the costs has been contributed.</p> <p>(XX) 3. The funds herein awarded are to be expended in accordance with Section 214 of the New York State Elder Law and the applicable State Regulations.</p> <p>() 4. Other</p>																																																	
Name and Title of Authorizing Official: Michael J. Burgess, Director	Signature: 	Date: June 26, 2008 184																																															

ANTHONY J. PICENTE, JR.
County Executive



ROBERT J. ROTH
Director

ONEIDA COUNTY YOUTH BUREAU
County Office Building ♦800 Park Avenue ♦Utica, New York 13501
Phone: (315) 798-5027 ♦Fax: (315) 798-6438

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 AUG 26 AM 10:26

7N2008-409

EDUCATION, YOUTH & AGRICULTURE

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

Dear Mr. Picente:

Pursuant to the Board of Legislators Resolution # 291 of 1977 and the Oneida County Charter and Administrative Code, I hereby recommend the following appointments to the Oneida County Youth Bureau Advisory Board.

Appointment to a Two Year term Expiring on 9/30/10

- | | | |
|--|--|---|
| Tom Brognano
612 N. George Street
Rome, NY 13440 | Al Calogero
2650 Oneida Street
Sauquoit, NY 13456 | Mike Colangelo
200 Base Road Suite 3
Oriskany, NY 13424 |
| Meyoshi Collins
401 Columbia Street
Utica, NY 13502 | Amy Dickinson
22 Elm Street
Clinton, NY 13323 | Steve Gigliotti
2216 Portal Road
Utica, NY 13502 |
| Elaine Hage
17 Talcott Road
Utica, NY 13502 | Gary Heenan
6715 Dix Road
Rome, NY 13340 | Richard Hunt
75 Chenango Avenue
Clinton, NY 13323 |
| Ralph Leo
9485 Jaclyn Avenue
Sauquoit, NY 13456 | Brandon Long
948 Cherry Street
Utica, NY 13502 | Brian Lynch
63 Second Street
Camden, NY 13316 |
| Cary Meltzer
5948 Skinner Road
Vernon Center, NY 13477 | David O'Brien
124 East Bacon Street
Waterville, NY 13480 | Mary Beth Redmond
245 Genesee Street
Utica, NY 13501 |
| Tom Smith
714 Camp Street
Rome, NY 13440 | Patrick Sullivan
6354 Trenton Road
Utica, NY 13502 | *Yolanda Sanders
163 Pleasant Street
Utica, NY 13501 |
| *Carilynn Sterling
105 French Road
Utica, NY 13502 | **Brian Miller
9195 Red Hill Road
New Hartford, NY 13413 | **Frank Puma
620 William Street
Rome, NY 13440 |


To insure the Youth Bureau is serving the needs and interests of the youth of this area, we have appointed two youth to the Youth Bureau Advisory Board. * Denotes Youth Members.

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In compliance with the Oneida County Youth Bureau By-Laws, we have appointed two County Legislators to serve in an ex-officio capacity. One of the legislators is required to be a member of the Education, Youth and Agriculture Committee. **Denotes County Legislator.

We, therefore, request that you approve these appointments and forward to the County Board of Legislators.

Very truly yours,

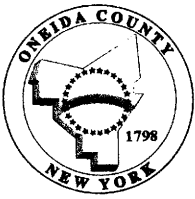

Robert Roth
Oneida County Youth Bureau Director

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


Anthony J. Picente, Jr.
County Executive

Date 8/26/08

186



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

2008-1012

7/2008-410

WAYS & MEANS

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

Honorable Members:

The Oneida County Soil & Water Conservation District has been approached by the NYSDOT to join them and the NYSDEC as the contractor to complete the mitigation site work needed to be done on the Judd Road Connector project.

As explained in the attached letter from the Executive Director of the Oneida County Soil and Water Conservation District, the NYSDOT can not provide the up front funding needed to start the project which is a contract requirement according to Federal Aid Highway and Marchiselli Project Agreement.

NYSDOT has requested Oneida County Soil & Water Conservation District to do the up front funding which will be refunded within four months after the project is completed. It is estimated the project should be completed within eight weeks from start to finish.

I therefore request your Board approval for the following **2008** supplemental appropriation:

TO;
AA# A8730.495 - Budget – Home & Community/ OC Soil & Water Conservation..... \$522,000.

This supplemental appropriation will be fully supported by revenue in:

RA# A4755 – Federal Aid – OC Soil and Water..... \$522,000.

I also request your full Board act on this legislation at your meeting on **August 27, 2008**.

Thank you for your courtesies!

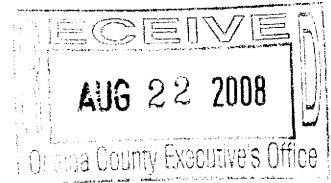
Respectfully submitted,

Anthony J. Picente, Jr.
Oneida County Executive

AJP:tbk

CC: County Attorney
Comptroller
Budget Director
OC Soil & Water

187.



Oneida County Soil & Water Conservation District
9025 River Rd.
Marcy, NY 13403

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

August 21, 2008

Dear Mr. Picente

Re: Judd Road Connector Wetland Mitigation

The NYSDOT has been pursuing a way to complete the stream and wetland impacts mitigation requirements from the Judd Road Connector project in a way that is somewhat unconventional. This effort involves partnering with NYSDEC and utilizing the Oneida County Soil and Water Conservation District as the contractor to complete the mitigation site work.

The mitigation project includes the construction of a 2000 ft stream channel in addition to enhancing 1.26 acres of existing wetlands and creating 5 acres of new wetlands at the NYSDEC-owned Oriskany Flats Wildlife Management Area. This work will allow NYSDOT to complete the permit obligations for the construction of the Judd Road Connector project. It will also provide enhanced waterfowl habitat at the management area which has been a desire of the Oneida County Sportsmen's for over 20 years.

However, NYSDOT will be using Federal-Aid Highway funds for the project and cannot 'first instance' (allocate upfront) the cost of the project. First instancing of the project cost is a contract requirement according to the Federal -Aid Highway and Marchiselli Project Agreement.

We are requesting the County to please consider first instancing the project cost of \$522,000.00 to the Oneida County SWCD. These monies will be reimbursed to the County within 4 months after the project is completed. The project's construction duration is estimated to be eight weeks.

Sincerely,

Kevin L. Lewis
Executive Director

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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

August 27, 2008

7M2008-411

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

COURTS, LAWS & RULES

WAYS & MEANS

Honorable Members:

Attached is a proposal regarding the compensation of elected officials that I hereby refer the Board for consideration.

Respectfully submitted,

GERALD J. FIORINI
CHAIRMAN OF THE BOARD

RECEIVED
ONEIDA COUNTY LEGISL
2008 AUG 27 PM 12:00

189.



ONEIDA COUNTY BOARD OF LEGISLATORS

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

August 18, 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 AUG 19 AM 10:52

Dear Chairman Fiorini:

I am submitting a local law proposing to amend Article VI, Section 614 of the County Charter and Article VI, Section 615 of the County Code. The intent of this local law is to prohibit mid-term increases in the compensation of elected officials and further define that any legislatively enacted increases in said compensation will not take effect until January 1st of the next elected term for said elected position.

As you know, I was opposed to legislation giving a mid-term pay raise to the Oneida County Sheriff. This opposition was predicated in most part due to my disapproval of elected officials receiving pay raises during the middle of their elected term. It is my opinion that this weakens the public's trust in government and is simply bad policy.

Therefore, I submit the attached local law for referral to the appropriate committee and ask for your support on this very important matter.

Respectfully submitted,

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

LT:p

cc: Hon. Michael Hennessy, Minority Leader
Hon. James D'Onofrio, Majority Leader

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ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO.

INTRODUCED BY: Messrs. Tanoury, Scott and Hennessy

2ND BY:

**LOCAL LAW INTRODUCTORY "E" OF 2008
LOCAL LAW NO. OF 2008**

RE: LOCAL LAW INTRODUCTORY "E" OF 2008 AMENDING ARTICLE VI, SECTION 614 OF THE ONEIDA COUNTY CHARTER AND ARTICLE VI, SECTION 615 OF THE ONEIDA COUNTY ADMINISTRATIVE CODE

Legislative Intent: The intent of this Local Law is to amend Article VI, Section 614 of the Oneida County Charter in order to prohibit mid-term increases in the compensation of elected officials and further define that any legislatively enacted increases in said compensation will not take effect until January 1st of the next elected term for said elected position.

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

(1) That upon the effective date of this local law, Article VI, Section 614 of the Oneida County Charter shall be amended to read as follows:

Art. VI, Section 614. Compensation of Elected Officials.

- (a) All elected offices filled by the electors of the County of Oneida whose compensation is established in the county budget may be increased [~~during their term of office~~] in the manner set forth herein: in the case of the members of the County Board of Legislators, the salary fixed and paid during a fiscal year shall not exceed the salary specified in the notice of public hearing on the tentative budget prepared for such fiscal year and published pursuant to Section 606 of this charter; in the case of the other elected County officials, with the exception of the District Attorney, whose salary is fixed by Section 183-a of the Judiciary Law, such salaries may be increased [~~during the term of such elected official~~] by enactment of a local law subject to a referendum on petition, except that a cost of living adjustment or other yearly increment in salary may be allowed at the beginning of any year during the term of office, provided that a schedule of cost of living adjustments and/or yearly increments

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was in existence prior to the commencement of such term of office; these offices shall include the County Executive, the Comptroller, the County Clerk, the Sheriff and the County Coroners.

- (b) *No increase in the compensation of any County elected official, as defined in this section, except that a cost of living adjustment or other yearly increment in salary may be allowed at the beginning of any year during the term of office, shall take effect before the start of the next term of that office. Any increase in compensation of a County elected official, enacted by local law, shall take full effect on January 1st following the beginning of the next elected term of office for such position.*
- (c) There shall be a bipartisan subcommittee of the Board of Legislators, convened at the request of the Chairman of the Board of Legislators, to research and recommend to the full Board increases in the compensation paid to County elected officials. Such subcommittee shall consist of seven members who shall be appointed by the Chairman of the Board from the then current membership of the Board. The subcommittee shall be chaired by the Majority Leader and Minority Leader of the Board.
- (d) The subcommittee shall, not less one month prior to the date of the County Executive's submission of a budget to the Board of Legislators, have made its recommendations to the County Executive and the Board of Legislators regarding any increase in compensation for those elected offices, other than the District Attorney, and the Board of Legislators may take the necessary procedural steps to enact a local law to increase such salaries.
- (e) The County Executive shall include such increases in compensation in his or her annual budget submitted to the Board of Legislators,

(2) That upon the effective date of this local law, Article VI, Section 615 of the Oneida County Administrative Code shall be amended to read as follows:

Art. VI, Section 615. Compensation of Elected Officials.

- (a) All elected offices filled by the electors of the County of Oneida whose compensation is established in the county budget may be increased [~~during their term of office~~] in the manner set forth herein: in the case of the members of the County Board of Legislators, the salary fixed and paid during a fiscal

year shall not exceed the salary specified in the notice of public hearing on the tentative budget prepared for such fiscal year and published pursuant to Section 606 of this charter; in the case of the other elected County officials, with the exception of the District Attorney, whose salary is fixed by Section 183-a of the Judiciary Law, such salaries may be increased [~~during the term of such elected official~~] by enactment of a local law subject to a referendum on petition, except that a cost of living adjustment or other yearly increment in salary may be allowed at the beginning of any year during the term of office, provided that a schedule of cost of living adjustments and/or yearly increments was in existence prior to the commencement of such term of office; these offices shall include the County Executive, the Comptroller, the County Clerk, the Sheriff and the County Coroners.

- (b) *No increase in the compensation of any County elected official, as defined in this section, except that a cost of living adjustment or other yearly increment in salary may be allowed at the beginning of any year during the term of office, shall take effect before the start of the next term of that office. Any increase in compensation of a County elected official, enacted by local law, shall take full effect on January 1st following the beginning of the next elected term of office for such position.*
- (c) There shall be a bipartisan subcommittee of the Board of Legislators, convened at the request of the Chairman of the Board of Legislators, to research and recommend to the full Board increases in the compensation paid to County elected officials. Such subcommittee shall consist of seven members who shall be appointed by the Chairman of the Board from the then current membership of the Board. The subcommittee shall be chaired by the Majority Leader and Minority Leader of the Board.
- (d) The subcommittee shall, not less one month prior to the date of the County Executive's submission of a budget to the Board of Legislators, have made its recommendations to the County Executive and the Board of Legislators regarding any increase in compensation for those elected offices, other than the District Attorney, and the Board of Legislators may take the necessary procedural steps to enact a local law to increase such salaries.

(e) The County Executive shall include such increases in compensation in his or her annual budget submitted to the Board of Legislators.

APPROVED:

DATED:

Adopted by the following roll call vote:

AYES ___ NAYS ___ ABSENT ___

194.