



# ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini  
Chairman  
(315) 798-5900

Susan L. Crabtree  
Clerk  
(315) 798-5901

David J. Wood  
Majority Leader

Michael J. Hennessy  
Minority Leader

## COMMUNICATIONS FOR DISTRIBUTION MAY 13, 2009 (Correspondence relating to upcoming legislation, appointments, petitions, etc)

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**PETITION BY ONEIDA COUNTY, N. Y., BOARD OF LEGISLATORS**  
**For**  
**A MEMORIALIZING PETITION**

F.N. 2009-233

**SPONSORS:** Mr. Stephenson , Mr. Hennessy

**READ & FILED**

**A RESOLUTION OF THE BOARD OF LEGISLATORS OF THE  
COUNTY OF ONEIDA SUPPORTING THE REINTRODUCTION  
AND PASSAGE OF FEDERAL SENATE BILL S-889, THE  
FEDERAL MILK AND MARKETING IMPROVEMENT ACT**

**WHEREAS,** The cost to dairy farmers to produce one gallon of milk is approximately \$1.50, while said farmers receive only 95 cents as payment for that vital product, and with costs of production expected to continue to increase, dairy farmers cannot continue to operate their businesses at a loss while being hard-pressed to provide for their families, and

**WHEREAS,** United States Senators Arlen Specter and William Casey lead an effort to reintroduce the *Federal Milk Marketing Improvement Act of 2009 (S-889)*, which would "amend the *Agriculture Adjustment Act* to require the Secretary of Agriculture to determine the price of milk used for manufactured purposes, which shall be classified as Class II milk, by using the national average cost of production and for other purposes," and

**WHEREAS,** The U.S. Senate Bill S-889 is designed to correct the disparity in payment versus cost and its passage would result in a rise in the in the price per hundredweight to farmers from a current approximate \$12.00 to about \$22.46, thus allowing dairy farmers to continue their important work of supplying a much needed product to the American public. Under the legislation, values of Class I milk will be determined by adding the existing Class I differential in each Federal or state market to the Class II price. For instance, in Federal Order No. 1, if the Class II price were \$21 per cwt, then adding the Order No. 1 Class I differential of \$3.25 per cwt would establish a Class I price of \$24.25 per cwt. The price paid to dairy farmers would be slightly over \$22 per cwt.  
**Now therefore, be it**

**RESOLVED,** That this Board of Legislators requests and urges members of the United States Senate and the House of Representatives, whose constituents include residents of Oneida County NY to promptly and strongly support the introduction and passage of the S-889, the *Federal Milk Marketing Improvement Act of 2009*, and **be it further**

**RESOLVED,** That copies of this Petition shall be forwarded to President Barack Obama, U.S. Senators Charles Schumer, Kristen Gllibrand, Arlen Specter, and William Casey; to Congressman Michael Arcuri; Governor David Paterson; New York State Commissioner of Agriculture & Markets, Patrick Hooker; New York State Association of Counties and Progressive Agriculture Organization; New York State Assembly Representatives RoAnn M. Destito, David R. Townsend, and William Magee; New York State Senators Joseph Griffo, and David Valesky; New York State Assembly Speaker Sheldon Silver and New York State Senate Majority Leader Malcom A. Smith.

*g.*

LEGISLATORS SUPPORTING PETITION

LEGISLATORS OPPOSING PETITION

Paul Wood  
~~Michael Blunt~~  
 John Leach  
 Edna P. Welsh  
~~Steph G. Peff~~  
 Brendan Malli  
 Guy E. ...  
 Bill Mandel  
~~Richard ...~~  
 James ...  
 David Wilcox  
 M. ...  
 ...  
 Gerald ...

Gerald ...  
 Emil ...

The attached petition represents the opinion of those members of the Oneida County Board of Legislators signing the same regarding the contents or subject matter of the petition. Under the Rules of the Board, a Legislator may sign said petition or may, in the alternative, elect not to sign the petition. There are 29 members of the Oneida County Board of Legislators.

LEGISLATORS SUPPORTING PETITION

LEGISLATORS OPPOSING PETITION

Maria J. Keen  
 Joseph Jurgol  
 William Goodman  
 Patricia J. Heided  
 Frankuma  
 Shoumy J. Scott  
 Inbal, Amy  
 Eric Stigman  
 Jeffery J.  
 Michael Kellee  
 Jack Todurino  
 Chad Dant  
 Steve Ann Brown two  
 DeBell

The attached petition represents the opinion of those members of the Oneida County Board of Legislators signing the same regarding the contents or subject matter of the petition. Under the Rules of the Board, a Legislator may sign said petition or may, in the alternative, elect not to sign the petition. There are 29 members of the Oneida County Board of Legislators.



# ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini  
Chairman  
(315) 798-5900

Susan L. Crabtree  
Clerk  
(315) 798-5901

David J. Wood  
Majority Leader

Michael J. Hennessy  
Minority Leader

May 4, 2009

*FN 2009-234*

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

**COURTS, LAWS & RULES**

**WAYS & MEANS**

Honorable Members:

I am in receipt of a proposed Local Law from Legislator Tanoury to prohibit mid-term increases in the compensation of elected officials.

I hereby forward said request on to the Courts, Laws and Rules Committee for consideration.

Respectfully submitted,

GERALD J. FIORINI  
CHAIRMAN OF THE BOARD

GJF:pp

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2009 MAY -4 PM 12:18

*5*



# ONEIDA COUNTY BOARD OF LEGISLATORS

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

April 29, 2009

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

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2009 APR 29 PM 2:36

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 1<sup>st</sup> of the next elected term for said elected position.

As you know, I submitted this very law during last year's legislative session. The law was passed unanimously by the Courts, Laws and Rules Committee. However, unfortunately it was tabled by Legislator Wood for reasons still unknown to me. The proposed amendment is straight forward and simple. It changes no current procedures for providing raises. The law would simply preclude the raises from going into effect during an elected official's current term. I believe, along with many others, including the Observer Dispatch editorial board, that this is the proper action to take.

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

cc: Hon. Michael Hennessy, Minority Leader  
Hon. David Wood, Majority Leader

**ONEIDA COUNTY BOARD OF LEGISLATORS**

**AMENDMENT NO.**

**INTRODUCED BY:** Messrs. Tanoury, Scott and Hennessy

**2ND BY:**

**LOCAL LAW INTRODUCTORY -- OF 2009  
LOCAL LAW NO. OF 2009**

**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 1<sup>st</sup> 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

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 1<sup>st</sup> 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 1<sup>st</sup> 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 \_\_\_

# ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.  
ONEIDA COUNTY EXECUTIVE

DANIEL W. GILMORE, PH.D.  
DIRECTOR OF ENVIRONMENTAL HEALTH  
SUPERVISOR-IN-CHARGE

## ADMINISTRATION

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

7N2009-235

April 16, 2009

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

## PUBLIC HEALTH WAYS & MEANS

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2009 MAY -8 AM 9:24

Dear Mr. Picente:

C-019312

Attached are three (3) copies of an amendment between Oneida County through its Health Department – Women, Infants and Children (WIC) and the New York State Department of Health.

The purpose of this amendment is to provide Cost of Living Adjustment Funds (COLA) to be used for expenditures associated with the recruitment and retention of staff or other critical non-personal service costs. Reimbursement to Oneida County will be in the amount of \$88,494 for fiscal year April 1, 2008 through March 31, 2009. The WIC Program improves nutrition and health, provides food vouchers, nutrition education and referrals to health and human services to targeted population during critical times of growth and development.

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

Feel free to contact me should you require additional information.

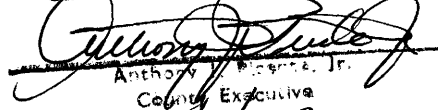
Sincerely,



Daniel W. Gilmore, Ph.D.  
Director of Environmental Health/Supervisor-in-Charge

attachments  
ry

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



Anthony J. Picente, Jr.  
County Executive

Date 5/1/09

**CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT**

**DIVISION:** Women, Infants and Children Program (WIC)

**NAME AND ADDRESS OF VENDOR:** Timothy Mooney, Director  
Bureau of Supplemental Food Programs  
Division of Nutrition, NYS Dept. of Health  
Riverview Center, 150 Broadway  
Albany, New York 12204-2719

**VENDOR CONTACT PERSON:** Daniel W. Gilmore, Director of Environmental Health/Supervisor-in-Charge

**DESCRIPTION OF CONTRACT:** The WIC Program improves nutrition and health, provides food vouchers, nutrition education and referrals to health and human services to targeted population during critical times of growth and development.

**SUMMARY STATEMENTS:** In 2008, WIC participated in the Farmer's Market Program to promote purchasing locally grown New York State produce. Services were provided to over 650 pregnant women, 300 breastfeeding women, 550 post partum women, 1,600 infants, and 3,000 children monthly.

**FISCAL YEAR:** April 1, 2008 through March 31, 2009

**TOTAL:** \$88,494 This is a Cost of Living Adjustment (COLA) to be used for expenditures associated with the recruitment and retention of staff or other critical non-personal service costs. All expenditures of the funds must occur between April 1, 2008 and March 31, 2009. These funds are 100% federally funded.

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

**FUNDING SOURCE:** Award for Cost of Living Adjustment A4082    C-019312

Less Revenues: \_\_\_\_\_

Federal Funds: \$88,494

State Funds:

County Dollars – Previous Contract    \$-0-

County Dollars – This Contract        \$-0-

**SIGNATURE:** Daniel W. Gilmore, Director of Environmental Health/  
Supervisor-in-Charge

**DATE:** April 13, 2009

# ONEIDA COUNTY HEALTH DEPARTMENT

Adirondack Bank Building, 5<sup>th</sup> Floor, 185 Genesee St., Utica, NY 13501

ANTHONY J. PICENTE, JR.  
ONEIDA COUNTY EXECUTIVE

DANIEL W. GILMORE, PH.D.  
DIRECTOR OF ENVIRONMENTAL HEALTH  
SUPERVISOR-IN-CHARGE

## EDUCATION OF HANDICAPPED CHILDREN PROGRAM

Phone: (315) 798-5277 Fax: (315) 798-6441

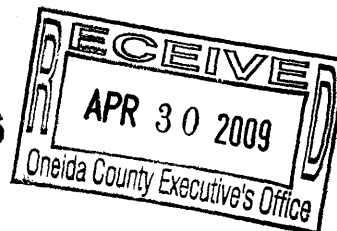
7N2009-236

April 28, 2009

**PUBLIC HEALTH**

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

**WAYS & MEANS**



Dear Mr. Picente:

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

Enclosed please find (3) three copies of an Agreement between Communicare Therapy Services., LLC and the Oneida County Health Department, Education/Transportation of Handicapped Children Program for the reimbursement of related services for the period July 1, 2009 through June 30, 2012.

We anticipate reimbursement will exceed \$50,000.00 July 1, 2009 through June 30, 2012 school years.

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

Sincerely,

Daniel W. Gilmore, PhD.  
Director of Environmental Health  
Supervisor-in-Charge

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2009 MAY -8 AM 9:22  
bc  
enclosures

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

Anthony J. Picente, Jr.  
County Executive

Date 5/1/09

**CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT**

**DIVISION:** Education and Transportation of Handicapped Children Program  
**Account Number:** A 2960.1953

**NAME AND ADDRESS OF VENDOR:** Communicare Therapy Services, LLC.  
601 Sherrill Road, Sherrill, NY 13461

**VENDOR CONTACT PERSON:** Heidi Fox 363-8288  
Billing Person: Lacy Andrew 363-8288

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

**CLIENT POPULATION SERVED:** 2008 – 64 Clients

**2008 RELATED SERVICES CONTRACT YEAR TOTAL:** \$ 53,527.50

**THIS CONTRACT YEAR:** Rate for Related Services \$45.00 per half hour session.

**THIS IS CONTRACT PERIOD:** July 1, 2009 to June 30, 2012

\_\_\_\_\_ NEW       X  RENEWAL      \_\_\_\_\_ AMENDMENT

**FUNDING SOURCE:** Contract Amount \$ \_\_\_\_\_ over \$50,000.00 \_\_\_\_\_

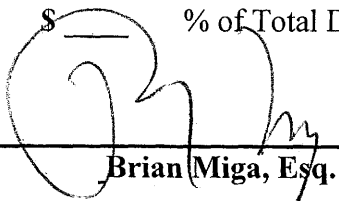
Less Revenues: \_\_\_\_\_

State Funds \_\_\_\_\_ 59.5% of Total Dollars \_\_\_\_\_

County Dollars - Previous Contract \$ \_\_\_\_\_ % of Total Dollars \_\_\_\_\_

County Dollars - This Contract \$ \_\_\_\_\_ % of Total Dollars \_\_\_\_\_

**Approved as to Form by County Attorney:** \_\_\_\_\_

  
Brian Miga, Esq.

**SIGNATURE:** THERESA KAPES , DIRECTOR OF SPECIAL CHILDRENS SERVICES

**DATE:** April 28, 2009

# ONEIDA COUNTY HEALTH DEPARTMENT

A *Oneida County Bank Building*, 5<sup>th</sup> Floor, 185 Genesee St., Utica, NY 13501

ANTHONY J. PICENTE, JR.  
ONEIDA COUNTY EXECUTIVE

DANIEL W. GILMORE, PH.D.  
DIRECTOR OF ENVIRONMENTAL HEALTH  
SUPERVISOR-IN-CHARGE

## ADMINISTRATION

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

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2009 MAY - 8 AM 9:28

7N2009-237

## PUBLIC HEALTH

## WAYS & MEANS

April 27, 2009

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

Dear Mr. Picente:

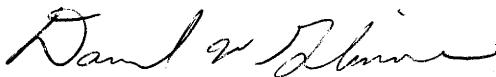
Attached are three (3) copies of an agreement between Oneida County through its Health Department – Special Children’s Services and Value Management Consultants (VMC).

The purpose of this agreement is to provide transportation consultation services. The contracted services shall be performed in connection with the management of the transportation of preschool/early intervention children from each child’s childcare location to such child’s special services or programs and return. First and second contract years include contract fee, annual services, bid specifications, payment. County dollars for year one (1) is \$56,093. However, if County realizes annual savings of \$100,000, Oneida County shall pay contractor \$35,000. The \$35,000 will be reimbursed by \$20,825 in State funds, net County cost is \$14,175. The term of this agreement shall become effective on August 1, 2009 to continue for one (1) year (“First Contract Year”) with option to extend the term for an additional one (1) year period.

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

Feel free to contact me should you require additional information.

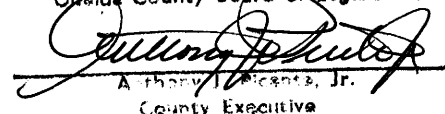
Sincerely,



Daniel W. Gilmore, Ph.D.  
Director of Environmental Health/Supervisor-in-Charge

attachments  
ry

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



Anthony J. Picente, Jr.  
County Executive

Date 5/7/09

**CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT**

**DIVISION:** Special Children's Services

**NAME AND ADDRESS OF VENDOR:** The VMC Group, Inc.  
9701 Niagara Falls Boulevard, Suite 1A  
Niagara Falls, New York 14304

**VENDOR CONTACT PERSON:** Theresa Kapes, Director of Special Children Services

**DESCRIPTION OF CONTRACT:** For the provision of transportation consultant services.

**SUMMARY STATEMENTS:** The contracted services shall be performed in connection with the management of the transportation of preschool/early intervention children from each child's childcare location to such child's special services or programs and return.

**THIS CONTRACT YEAR:** August 1, 2009 through July 31, 2010 with option to renew after July 31, 2010.

**Year 1** (Level #2) Funding Source: Contract \* \$131,000 Annual Services  
7,500 Bid Specifications

Less Revenues: \_\_\_\_\_  
State Funds: \$ 82,407  
County Dollars – Previous Contract \$62,408  
County Dollars – This Contract \$56,093

\* If County realizes annual savings of \$100,000, County will pay contractor \$35,000. The \$35,000 will be reimbursed by \$20,825 in State funds, net County cost of \$14,175.

**Year 2** The second year of contract at the County's election shall renew at Level #2 or Level #1 with funding as follows.

Funding Source: Contract \$ 98,000 Level #1  
Less Revenues: \_\_\_\_\_  
County Dollars – Previous Contract \$ N/A  
County Dollars – This Contract \$ 39,690

\_\_\_\_\_ **NEW**        X   **RENEWAL**      \_\_\_\_\_ **AMENDMENT**

**SIGNATURE:** Daniel W. Gilmore, Director of Environmental Health/  
Supervisor-in-Charge

**DATE:** April 27, 2009



# Oneida County Department of Public Works

ANTHONY J. PICENTE JR.  
County Executive

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

DIVISIONS  
Buildings and Grounds  
Engineering  
Highways, Bridges & Structures  
Reforestation

JOHN J. WILLIAMS  
Commissioner

April 27, 2009

712009-238

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

**PUBLIC WORKS**

**WAYS & MEANS**

Dear County Executive Picente:

RE: PIN 2754.21.321,.322 (D031771)  
Judd Road (CR 40): Halsey Road to Interstate 90  
Town of Whitestown

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2009 MAY -8 AM 9:27

Enclosed you will find five (5) originals of Supplemental Agreement #1 and two (2) original signature pages, along with a model Resolution for the above referenced project.

The Supplemental Agreement #1 is necessary due to orders-on-contract increasing the total construction cost by \$99,747.35. The resolution is necessary to secure reimbursement for 95% of these additional costs.

When Supplemental Agreement #1 is fully executed, the county can be reimbursed an additional \$94,759.98 (\$79,797.88 federal and \$14,962.10 state [Marchiselli] funds) as expenditures are made per Schedule A. The total project cost would be increased to \$1,876,572.00 (\$1,501,257.60 federal, \$281,485.80 state [Marchiselli] funds, and \$93,828.60 County).

Please forward the enclosed sample resolution to the Oneida County Board of Legislators for consideration at your earliest convenience.

If approved by the Oneida County Board of Legislators, please sign the Supplemental Agreements and **return four (4) original Supplemental Agreements and two (2) original signature pages and five (5) original certified Resolutions** to the Deputy Commissioner, Division of Engineering, for further processing.

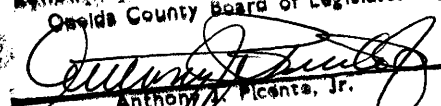
Sincerely,



John J. Williams  
Commissioner of Public Works

Enclosures

cc: Mark E. Laramie, P.E, Deputy Commissioner  
Project File

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by  
  
Anthony J. Picente, Jr.  
County Executive  
Date 5/1/09

Oneida County Department: Public Works

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_

## Oneida County Board of Legislators Contract Summary

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

Title of Activity or Service: **Grant**

Client Population/Number to be Served:

Summary Statements:

1) Narrative Description of Proposed Services:

**Supplemental Agreement #1 for federal and state aid related to reconstruction of Judd Road, Phase 1.**

2) Program/Service Objectives and Outcomes:

**Reconstruct Judd Road beginning at Halsey Road and ending at Westmoreland Road and reconstruct traffic control signal at Westmoreland Road.**

3) Program Design and Staffing Level:

Total Funding Requested: **\$99,747.35**

Oneida County Department Funding Recommendation:

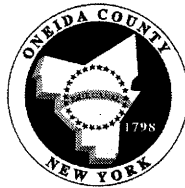
Account #

Proposed Funding Source: Federal \$79,797.88 State \$14,962.10 County \$4,987.37

Cost Per Client Served:

Past Performance Data:

Oneida County Department Staff Comments



**ONEIDA COUNTY DEPARTMENT OF PERSONNEL**

County Office Building 800 Park Avenue Utica, New York 13501-2986  
Phone: (315) 798-5725 Fax: (315) 798-6490 Email: personnel@ocgov.net  
Web site: www.ocgov.net

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2009 MAY -8 AM 9:23

April 30, 2009

7N2009-239  
**PUBLIC SAFETY**

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

**WAYS & MEANS**

Dear County Executive Picente:

Attached for your review and approval is correspondence from Sheriff Daniel G. Middaugh, requesting the creation of four (4) new Correction Officer positions and one (1) Correction Officer-Lieutenant position in Cost Center 3150.

As stated in Sheriff Middaugh's letter, this request is a result of a notice of violation by the State Commission of Correction: 9 NYCRR Part 7041 Staffing Requirements.

Therefore, I recommend the creation of four (4) Correction Officer positions Grade 1J Step 2 at \$32,356 (Correction Officers will be paid at 85% of the step to rate \$27,503 until completion of the academy) and one (1) Correction Officer-Lieutenant position Grade 3J Step 2 at \$40,590.

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

Sincerely,

  
John P. Talerico  
Commissioner of Personnel

Copy: Sheriff  
County Attorney  
Budget

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

  
Anthony J. Picente, Jr.  
County Executive

Date 5/1/09



# OFFICE OF THE SHERIFF

COUNTY OF ONEIDA

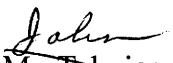
DANIEL G. MIDDAGH  
SHERIFF

M. PETER PARAVATI  
UNDERSHERIFF

April 30, 2009

John Talerico  
Acting Oneida County Personnel Commissioner  
800 Park Avenue  
Utica, New York 13501

Re: New (1) Lieutenant Corrections and New (4) Correction Officer Positions

  
Dear Mr. Talerico,


I am requesting the creation of four new Correction Officer positions and one new Lieutenant position for staffing the Oneida County Correctional Facility. This request is a result of a notice of violation by the State Commission of Correction: 9 NYCRR Part 7041 Staffing Requirements. The Commission has met with me, the County Executive and County Legislative leaders to discuss the violation and staffing requirements. Those present were in agreement to modify the original plan submitted by the County and to proceed toward compliance. Please reference the attached correspondence. The creation of these five positions would be targeted for hiring by June 30, 2009.

Please create the following positions in A3150.101 as follows:

Four (4) Correction Officers:	<sup>03</sup> 1J Step 2	\$ 27,503 (85% of \$32,356 prior to Academy)
One (1) Lieutenant	3J Step 2	\$ 40,590

Thank you for your anticipated cooperation and please feel free to contact me if you have any questions.

Sincerely,

  
Daniel G. Middaugh,  
Sheriff

cc: Anthony Picente Jr. County Executive

**Administrative Office**  
6065 Judd Road Oriskany, NY 13424  
Voice (315) 736-8364  
Fax (315) 765-2205

**Law Enforcement Division**  
6065 Judd Road Oriskany, NY 13424  
Voice (315) 736-0141  
Fax (315) 736-7946

**Correction Division**  
6075 Judd Road Oriskany, NY 13424  
Voice (315) 768-7804  
Fax (315) 765-2327

**Civil Division**  
200 Elizabeth Street Utica, NY 13501  
Voice (315) 798-5862  
Fax (315) 798-6495



STATE OF NEW YORK • EXECUTIVE DEPARTMENT  
**STATE COMMISSION OF CORRECTION**  
 80 WOLF ROAD, 4TH FLOOR  
 ALBANY, NY 12205-2670  
 (518) 485-2346  
 FAX (518) 485-2467

*3/19/09*

CHAIRMAN  
 Thomas A. Beilein

COMMISSIONERS  
 Daniel L. Stewart  
 Phyllis Harrison-Ross, M.D.

March 4, 2009

Sheriff Daniel G. Middaugh  
 Oneida County Office of the Sheriff  
 Oneida County Law Enforcement Complex  
 6065 Judd Road  
 Oriskany, New York 13424

RECEIVED BY  
 2009 MAR 4 11:56  
 STATE COMMISSION OF CORRECTION

RE: **Part 7041 Staffing Requirements**

Dear Sheriff Middaugh:

Thank you for your letter dated February 19, 2009 in which you outline the proceeds of our meeting of January 29, 2009 with County Executive Picente and the leadership of the Legislature concerning implementation of an agreement to comply with the requirements of Part 7041 Staffing Requirements at the Oneida County Jail.

Your letter notes that pursuant to the restoration of our phased compliance agreement, four new correction officer positions and a promotion to lieutenant with backfilling originally scheduled for February will be created with an effective target date of March 31, 2009. This will confirm that we have had additional discussions with your office in which you requested some additional flexibility on this schedule in view of the substantial fiscal constraints imposed by current and expected economic conditions. The Commission is aware that you have been concerned with the economic impact of jail staffing throughout your tenure as sheriff, necessary to safe and secure jail operation as it may be.

For those reasons, the Commission is willing to favorably consider your request to extend the phasing of these new hires and promotion until June 30, 2009. This should provide some additional relief in this fiscal year while still completing implementation in a 2009 timeframe.

Please be advised that the Commission stands ready to assist you with the implementation of this plan and thanks you for your excellent cooperation in this matter.

Sincerely,

*Thomas A. Beilein*

Thomas A. Beilein  
 Chairman

RECEIVED BY  
 2009 MAR 4 12:09  
 ONEIDA COUNTY OFFICE OF THE SHERIFF

- cc: Anthony J. Picente, Jr., Oneida County Executive  
 Gerald J. Fiorini, Chairman, Oneida County Board of Legislators  
 Lester Porter, Chairman, Ways and Means Committee  
 Brian D. Miller, Chairman, Public Safety Committee

*21.*



# OFFICE OF THE SHERIFF

COUNTY OF ONEIDA

DANIEL G. MIDDAGH  
SHERIFF

M. PETER PARAVATI  
UNDERSHERIFF

February 19, 2009

Chairman Thomas A. Beilein  
State Commission of Correction  
80 Wolf Road, 4<sup>th</sup> Floor  
Albany, NY 12205

*Tom*  
Dear Chairman Beilein:

In response to your January 06, 2009 letter regarding the Notice of Violation on our minimum staffing levels at the Oneida County Correctional Facility, our County Executive joined with myself and county legislative leaders in a meeting on January 29 to discuss in detail our status and plans for staffing. A lively dialogue with Commission Executive Director Jim Lawrence and Counsel Mike Donnegan resulted in clearer understanding of the staffing needs, requirements and current financial hardships being encountered by Oneida County and all other counties at this difficult time in history.

As a result, everyone present agreed to going forward with a modified second step toward actualizing our staffing plan and moving toward compliance with 9 NYCRR 7041.

As a result, I will submit requests for creation of four (4) new Correction Officer positions and one (1) new Correction Lieutenant position to our Board of Legislators with a target date of March 31, 2009.

Thank you for sending your executive team to meet with us. It was a cordial and productive meeting. Please inform me as to your position on this plan.

Very truly yours,

*Dan*  
Daniel G. Middaugh

DGM:cjb

Cc: Anthony Picente, County Executive  
Les Porter, Chairman of Ways and Means  
Richard Flisnik, Chairman of Public Safety  
Daniel LaBella, Legislator

---

**Administrative Office**  
6065 Judd Road Oriskany, NY 13424  
Voice (315) 736-8364  
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STATE OF NEW YORK • EXECUTIVE DEPARTMENT  
**STATE COMMISSION OF CORRECTION**  
 80 WOLF ROAD, 4TH FLOOR  
 ALBANY, NY 12205-2670  
 (518) 485-2346  
 FAX (518) 485-2467

CHAIRMAN  
 Thomas A. Beilein  
 COMMISSIONERS  
 Daniel L. Stewart  
 Phyllis Harrison-Ross, M.D.

January 6, 2009

Sheriff Daniel G. Middaugh  
 Oneida County Office of the Sheriff  
 Oneida County Law Enforcement Complex  
 6065 Judd Road  
 Oriskany, New York 13424

**RE: Notice of Violation: 9 NYCRR Part 7041 Staffing Requirements**

Dear Sheriff Middaugh:

As you know, Commission staff visited the Oneida County Correctional Facility (OCCF) during the period November 4-6, 2008 in order to conduct an annual 9NYCRR *Minimum Standards* (Cycle 4) compliance evaluation. A report detailing the overall result of the evaluation will be provided to you under separate cover.

However, the evaluation revealed a more urgent and compelling problem that warrants immediate attention: Oneida County has been and continues to be in violation of 9NYCRR Part 7041, Staffing Requirements at the correctional facility, where severe staffing shortages violate New York State regulations and present a threat to the safety and security of the facility, and, by extension, to the public. The Commission is aware that you have personally gone to great lengths throughout your tenure as sheriff to attempt to resolve the problem of compliance with minimum staffing regulations. Indeed, it was you who proposed and secured Commission agreement to a phased compliance plan to extend the time period for hiring required staff in order to mitigate the fiscal impact on Oneida County. Yet, based upon staff observations during the recent site visit and the county's third Quarterly Classification Report, the Oneida County Correctional Facility is currently operating with a staffing deficit of one (1) manager (Lt.) and 14 uniformed correction officers. Use of part time staff has been extended to its practical limits, yet the staffing shortage has nevertheless resulted in an expected annualized overtime payroll expenditure of \$2.2 million for fiscal 2008, twice the budgeted amount. From the standpoint of operation of a large maximum security jail with a dangerous and otherwise at-risk population, these facts amount to an unsafe condition at the OCCF.

While six (6) correction officers were hired in 2008 in accordance with the agreement by the county to implement a phased staff hiring plan, the agreed-upon promotion of a lieutenant did not occur and the 2009 correction officer hiring set forth in the second phase of the hiring plan (seven positions), as originally proposed by the County Executive to the Board of Legislators, was eliminated from the Oneida County Budget. A review of the Budget for 2009 also reveals substantial reductions in correctional facility staff overtime (\$1.125 million for 2009) and in part time employment (-20%) authority despite every indication that these expenditure requirements will increase without redress of the staffing deficit.

23.

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Based upon these facts, it has become apparent to the Commission that Oneida County Correctional Facility, having been chronically and dangerously understaffed since 2006, will not be able under its proposed 2009 county budget to comply with the requirements of the 2007 Position and Staffing Analysis and will remain in violation of 9NYCRR, Part 7041 Staffing Requirements despite having agreed with the Commission to comply.

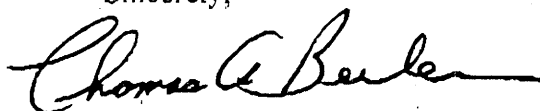
The Commission is required by law and public policy to take steps to remedy violations of state regulations for minimum jail staffing, as such violations directly impact the safety and security of these facilities. In the absence of restoration of some agreement that will bring about hiring of sufficient uniformed staff to safely operate the correctional facility, the Commission will be compelled to act to reduce the inmate population burden at the facility to a level that will be manageable by the depleted staff.

Please keep in mind that the Commission is charged with authority and responsibility to set a maximum facility capacity for local correctional facilities and for every inmate housing area within such facilities. Failure to implement a satisfactory minimum staffing compliance plan may result in a reduction of as much as 40% of adult male inmate capacity with an attendant impact on Oneida County's authority, as conferred by the Commission, to serve as a substitute jail for other counties.

It is of utmost importance that Oneida County move to develop a plan to redress these serious violations of state minimum staffing regulations in a timely manner. Please advise the Commission at your earliest convenience as to next steps to be taken by Oneida County officials to comply with 9NYCRR *Minimum Standards*, specifically, minimum staffing requirements at the Oneida County Correctional Facility. A response is requested by **January 27, 2009**.

Thank you for your attention to matters of mutual concern.

Sincerely,



Thomas A. Beilein  
Chairman

cc: Anthony J. Picente, Jr., Oneida County Executive  
Gerald J. Fiorini, Chairman, Oneida County Board of Legislators  
Lester Porter, Chairman, Ways and Means Committee  
Brian D. Miller, Chairman, Public Safety Committee  
M. Peter Paravati, Undersheriff  
William Chapple, Chief  
William Benjamin, Field Supervisor

24.





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

May 4, 2009

7N2009-240

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

**WAYS & MEANS**

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2009 MAY -0 AM 9:33

Honorable Members:

In order to close the County accounting records for 2008, the need for fund transfers appeared in various departmental appropriation accounts throughout the County. These transfers are required primarily due to the need to charge 2008 accounts for actual and anticipated 2008 expenditures occurring in 2009, as required under Generally Accepted Accounting Principles (GAAP).

The transfers are fully covered by surplus funds in the 2008 budgets of other related accounts and will not require the use of funds from the Fund Balance. In most cases, the following transfers are made from unencumbered funds in other appropriation accounts within the respective departments.

The most notable deficits are in the Department of Social Services' Child Care and Family Assistance-TANF cost centers, both of which were partially covered by additional revenue in the respective cost centers. The Psychiatric Expense in Criminal Acts account was also problematic due to the NYS mandate that costs associated with placing residents in state mental health facilities be charged back to the county of residence. Several accounts were known to be running high during 2008, but the exact magnitude of the deficit was not known until GAAP charges were computed in January, February and March, 2009. GAAP rules also require us to recognize gross sales tax revenues and record amounts that are shared with the cities and towns in the county.

Other significant deficits, in the Sheriff salary accounts, was due to the settlement of the Sheriff Deputies PBA contract which required the payment of retroactive wages to the staff covered by this agreement.

Therefore, in accordance with Section 610, Oneida County Administrative Code, I hereby request your Board approval for the following **2008** fund transfers. I also request that these closeouts be acted on at the **May 27, 2009** meeting.

**TO:**

AA# A1010.455 - - - Board of Legislators, Travel & Subsistence .....	\$	8,804.
AA# A1010.4951 - - Board of Legislators, Other Expenses.....		93.
AA# A1165.103 - - - District Attorney Office, Overtime .....		5,913.
AA# A1165.109 - - - District Attorney Office, Other Salaries.....		16,460.

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**Board of Legislators**

**May 4, 2009**

**Page 2.**

**TO, continued:**

AA# A1165.416 - - - District Attorney Office, Telephone .....	365.
AA# A1165.4163 - - District Attorney Office, Cellular Telephone.....	489.
AA# A1165.452 - - - District Attorney Office, Auto Repairs .....	138.
AA# A1165.456 - - - District Attorney Office, Gas & Oil.....	2,437.
AA# A1165.491 - - - District Attorney Office, Other Materials & Supplies .....	585.
AA# A1165.4951 - - District Attorney Office, Other Expenses .....	236.
AA# A1165.495125 District Attorney Office, Recruit/Retension Grant Exp.....	1,831.
AA# A1170.1951 - - Public Defender-Criminal, Other Fees & Services .....	6,886.
AA# A1170.455 - - - Public Defender-Criminal, Travel & Subsistence.....	9,256.
AA# A1170.491 - - - Public Defender-Criminal, Other Materials & Supplies .....	4,209.
AA# A1170.4951 - Public Defender-Criminal, Other Expenses.....	10,354.
AA# A1171.1951 - - Legal Defense Assigned Council, Other Fees & Services .....	54,911.
AA# A1173.454 - - - Public Defender-Civil, Travel & Meetings.....	119.
AA# A1185.1951 - - - Coroners, Other Fees & Services .....	42,790.
AA# A1411.109 - - - Motor Vehicle Bureau, Other Salaries .....	9,716.
AA# A1411.195 - - - Motor Vehicle Bureau, Other Fees & Services.....	5,386.
AA# A1411.212 - - - Motor Vehicle Bureau, Computer Hardware .....	702.
AA# A1430.1952 - - Personnel, Civil Service Test Services .....	6,898.
AA# A1451.417 - - - Board of Elections-HAVA, Rent Lease Space .....	578.
AA# A1451.19512 - Board of Elections-HAVA, Poll Worker Fees.....	20,124.
AA# A1451.19513 - Board of Elections-HAVA, Voting Machine Custodian .....	22,443.
AA# A1451.19518 - Board of Elections-HAVA, Site Access Security .....	400.
AA# A1610.1951 - - Central Services, Other Fees & Services .....	2,365.
AA# A1620.414 - - - Buildings & Grounds, Utilities .....	15,244.
AA# A1620.456 - - - Buildings & Grounds, Gasoline & Oil.....	46,808.
AA# A1620.493 - - - Buildings & Grounds, Maintenance & Repair.....	21,746.
AA# A1620.4951 - - Buildings & Grounds, Other Expenses .....	51,845.
AA# A1620.495121 Buildings & Grounds, Courthouse Art Restoration.....	4,208.
AA# A1930.1951 - - Law Department, Other Fees & Services.....	1,341.
AA# A1930.420 - - - Law Department, Judgements & Claims .....	42,715.
AA# A2490.4941 - - Students in Other Community Colleges, All Other C/C.....	36,336.
AA# A2960.1952 - - -Education of Handicapped Children, Evaluations .....	22,104.
AA# A2960.4957 - - -Education of Handicapped Children, Tuition .....	180,363.
AA# A2960.4959 - - Education of Handicapped Children, NYS Chargebacks .....	117,392.
AA# A2970.19513 - Early Intervention Services, Family Support .....	647.
AA# A2970.495116 Early Intervention Services, Transportation.....	269.
AA# A3020.101 - - - Emergency Communications, Salaries.....	53,576.
AA# A3110.456 - - - Sheriff-Administration, Gasoline & Oil .....	78,087.
AA# A3111.101 - - - Sheriff-Stop DWI, Salaries .....	6,076.
AA# A3112.101 - - - Sheriff-Security, Salaries .....	40,955.
AA# A3117.101 - - - Sheriff-Court Attendants, Salaries .....	9,324.
AA# A3120.101 - - - Sheriff-Law Enforcement, Salaries.....	235,326.
AA# A3120.412 - - - Sheriff-Law Enforcement, Insurance & Bonding .....	7,091.
AA# A3140.211 - - - Probation Office, Office Equipment .....	1.
AA# A3140.411 - - - Probation Office, Office Supplies.....	1.
AA# A3140.413 - - - Probation Office, Rent Lease Equipment .....	1.

26 -

**Board of Legislators**

**May 4, 2009**

**Page 3.**

**TO, continued:**

AA# A3140.4163	-- Probation Office, Cellular Telephones.....	321.
AA# A3140.418	--- Probation Office, Meter Postage.....	515.
AA# A3140.425	--- Probation Office, Training & Special Schools.....	1,988.
AA# A3140.455	--- Probation Office, Travel & Subsistence .....	142.
AA# A3140.491	--- Probation Office, Other Materials & Supplies.....	79.
AA# A3140.4951	-- Probation Office, Other Expenses.....	1.
AA# A3141.413	--- Domicile Restriction Program, Rent Lease Equipment .....	4,034.
AA# A3142.455	--- PINS Diversion Program, Travel & Subsistence .....	1.
AA# A3142.4951	-- PINS Diversion Program, Other Expenses .....	104.
AA# A3145.425	--- Rome Safe School Program, Training & Special Schools.....	686.
AA# A3145.455	--- Rome Safe School Program, Travel.....	5.
AA# A3146.425	--- Intensive Supervision Program, Training & Special Schools .....	11.
AA# A3146.455	--- Intensive Supervision Program, Travel & Subsistence.....	955.
AA# A3150.101	--- Sheriff-Jail Inmates, Salaries .....	8,295.
AA# A3150.107	--- Sheriff-Jail Inmates, Salaries 207-C .....	9,744.
AA# A3313.416	--- Stop DWI Program, Telephone.....	1.
AA# A3313.4163	-- Stop DWI Program, Cellular Telephone.....	543.
AA# A3313.418	--- Stop DWI Program, Meter Postage.....	80.
AA# A3313.455	--- Stop DWI Program, Travel & Subsistence .....	1,618.
AA# A3313.456	--- Stop DWI Program, Gas & Oil .....	184.
AA# A3430.211	--- Drug Enforcement Task Force, Office Equipment .....	3,920.
AA# A3430.456	--- Drug Enforcement Task Force, Gasoline & Oil.....	18,061.
AA# A3430.4163	-- Drug Enforcement Task Force, Cellular Telephone .....	3,366.
AA# A3610.195	--- Traffic Safety, Other Fees & Services .....	1,483.
AA# A3610.418	--- Traffic Safety, Meter Postage .....	87.
AA# A3610.491	--- Traffic Safety, Other Materials & Supplies .....	383.
AA# A3610.4951	--- Traffic Safety, Other Expenses .....	1,964.
AA# A3640.101	--- Emergency Services, Salaries .....	1,554.
AA# A4011.412	--- Physically Handicapped Children, Insurance & Bonding.....	159.
AA# A4012.412	--- Public Health Clinic, Insurance & Bonding.....	14,267.
AA# A4018.412	--- Environmental Health, Insurance & Bonding.....	9,405.
AA# A4018.413	--- Environmental Health, Rent Lease Equipment.....	404.
AA# A4018.418	--- Environmental Health, Meter Postage .....	1,191.
AA# A4018.451	--- Environmental Health, Auto Supplies .....	9.
AA# A4018.452	--- Environmental Health, Auto Repairs.....	168.
AA# A4018.456	--- Environmental Health, Gas & Oil.....	769.
AA# A4018.4135	-- Environmental Health, HN-Rent Lease Equipment.....	196.
AA# A4019.109	--- Community Health Outreach Program, Other Salaries.....	41.
AA# A4021.495	--- Community Wellness, Other Expenses.....	246.
AA# A4059.1951	-- Early Intervention Program, Other Fees & Services.....	43.
AA# A4059.418	--- Early Intervention Administration, Meter Postage .....	487.
AA# A4060.412	--- Education Handicapped Children Admin, Insurance.....	1,306.
AA# A4060.416	--- Education Handicapped Children Admin, Telephone .....	181.
AA# A4060.418	--- Education Handicapped Children Admin, Meter Postage .....	271.
AA# A4060.492	--- Education Handicapped Children Admin, Computer Software .....	1,346.
AA# A4062.418	--- Lead Poisoning Prevention, Meter Postage .....	345.

27.

**Board of Legislators**

**May 4, 2009**

**Page 4.**

**TO, continued**

AA# A4089.4163 - -	Immunization Consortium Program, Cellular Telephone.....	87.
AA# A4089.455 - - -	Immunization Consortium Program, Travel & Subsistence ..	424.
AA# A4090.411 - - -	Healthy Families Program, Office Supplies.....	20.
AA# A4090.412 - - -	Healthy Families Program, Insurance & Bonding .....	332.
AA# A4091.455 - - -	Healthy Living Partnership Program, Travel & Subsistence .	1,135.
AA# A4091.491 - - -	Healthy Living Partnership Program, Other Materials .....	580.
AA# A4092.4163 - - -	Emergency Preparedness Program, Cellular Telephones .....	141.
AA# A4312.495 - - -	Mental Health-Psych Exp in Criminal Acts.....	195,266.
AA# A5620.411 - - -	Department of Aviation, Office Supplies .....	476.
AA# A5620.416 - - -	Department of Aviation, Telephone.....	6,892.
AA# A5620.4163 - - -	Department of Aviation, Cellular Telephones .....	1,388.
AA# A5620.425 - - -	Department of Aviation, Training & Special Schools .....	7,660.
AA# A5620.451 - - -	Department of Aviation, Automotive Supplies .....	10,089.
AA# A5620.456 - - -	Department of Aviation, Gas & Oil .....	12,351.
AA# A5620.495135	Department of Aviation, Credit Card Processing .....	112,922.
AA# A6010.195 - - -	DSS Administration, Other Fees & Services .....	23,998.
AA# A6010.454 - - -	DSS Administration, Travel & Meetings.....	133.
AA# A6010.456 - - -	DSS Administration, Gasoline & Oil.....	8,761.
AA# A6010.49536 -	DSS Administration, NYS DSS Chargebacks .....	11,503.
AA# A6011.417 - - -	Children & Adult Services, Rent Lease Space.....	51,811.
AA# A6011.456 - - -	Children & Adult Services, Gas & Oil .....	6,228.
AA# A6012.417 - - -	Temporary Assistance, Rent Lease Space.....	42,072.
AA# A6012.456 - - -	Temporary Assistance, Gas & Oil .....	6,747.
AA# A6012.49541 -	Temporary Assistance, Codes Project.....	18,522.
AA# A6012.495139 -	Temporary Assistance, SNAP Program.....	2,862.
AA# A6013.417 - - -	Medicaid Administration, Rent Lease Space .....	29,127.
AA# A6014.417 - - -	Welfare Employment Reform Program, Rent Lease Space...	8,561.
AA# A6015.109 - - -	DSS - H.E.A.P., Other Salaries.....	6,013.
AA# A6109.495 - - -	Family Assistance(TANF), Other Expenses .....	1,138,018.
AA# A6119.495 - - -	Child Care, Other Expenses .....	910,854.
AA# A6141.495 - - -	Safety Net Part County, Other Expenses .....	336,589.
AA# A6772.109 - - -	Office for the Aging, Other Salaries .....	4,571.
AA# A6772.295 - - -	Office for the Aging, Other Equipment .....	92.
AA# A6772.413 - - -	Office for the Aging, Rent Lease Equipment.....	1,886.
AA# A6772.495115 -	Office for the Aging, Other Expenses.....	303.
AA# A6773.4163 - - -	Senior Nutrition Program, Cellular Telephones .....	4.

“A” Fund Total: \$ 4,255,321.

AA# D5144.413 - - - Snow Removal-State, Rent Lease Equipment .....

“D” Fund Total: \$ 650.

**Board of Legislators**

**May 4, 2009**

**Page 5.**

**TO, continued**

AA# J6293.495 - - -	Summer Youth Employment Program, Other Expenses .....	\$ 11,155.
AA# J6300.412 - - -	Workforce Development Administration, Insurance .....	545.
AA# J6300.416 - - -	Workforce Development Administration, Telephone.....	4,156.
AA# J6300.4163 - - -	Workforce Development Administration, Cell Telephones ..	654.
AA# J6300.417 - - -	Workforce Development Administration, Rent Lease Space	20,200.
AA# J6300.451 - - -	Workforce Development Administration, Auto Supplies.....	221.
AA# J6300.453 - - -	Workforce Development Administration, Charter Vehicle ...	304.
AA# J6300.456 - - -	Workforce Development Administration, Gas & Oil .....	156.
AA# J6300.495 - - -	Workforce Development Administration, Other Expenses ...	62,009.
AA# J6303.411 - - -	College Student Corps, Office Supplies .....	60.
AA# J6340.4952 - - -	MHA Grants, ND Peters Manor .....	1,959.
AA# J6340.4953 - - -	MHA Grants, ML King School.....	16,424.
AA# J6341.425 - - -	Youth Engagement Services, Training & Special Services ...	4,850.
AA# J6342.455 - - -	Local Re-entry Task Force Initiative, Travel .....	41.
AA# J6342.495 - - -	Local Re-entry Task Force Initiative, Other Expenses .....	102,889.
AA# J6343.411 - - -	Life Skills Grant Program, Office Supplies .....	113.
	<b>“J” Fund Total:</b>	<b>\$ 225,736.</b>

**FROM:**

AA# A1010.411 - - -	Board of Legislators, Office Supplies .....	\$ 556.
AA# A1111.453 - - -	County Court-Parking, Charter of Vehicle .....	15,526.
AA# A1120.454 - - -	Youth Court Program, Travel Meetings Seminars.....	2,564.
AA# A1162.196 - - -	District Attorney Law Enforcement, Investigations.....	4,400.
AA# A1162.211 - - -	District Attorney Law Enforcement, Office Equipment .....	4,093.
AA# A1162.496 - - -	District Attorney Law Enforcement, Prosecution Expenses ..	6,142.
AA# A1165.101 - - -	District Attorney Office, Salaries.....	5,913.
AA# A1165.1951 - - -	District Attorney Office, Other Fees & Services .....	7,639.
AA# A1170.416 - - -	Public Defender-Criminal, Telephone .....	6,894.
AA# A1171.109 - - -	Legal Defense Assigned Council, Other Salaries .....	23,280.
AA# A1240.195 - - -	Land Claim Task Force, Other Fees & Services .....	37,004.
AA# A1362.4951 - - -	Tax Advertising, Other Expenses .....	17,930.
AA# A1410.418 - - -	County Clerk-Registrar, Meter Postage .....	5,375.
AA# A1410.4951 - - -	County Clerk-Registrar, Other Expenses .....	19,707.
AA# A1450.101 - - -	Board of Elections, Salaries .....	3,960.
AA# A1450.418 - - -	Board of Elections, Meter Postage.....	4,074.
AA# A1450.455 - - -	Board of Elections, Travel & Subsistence .....	1,512.
AA# A1451.19511 - - -	Board of Elections-HAVA, Poll Worker Training .....	6,905.
AA# A1451.19514 - - -	Board of Elections-HAVA, Machine Transport Fee.....	10,352.
AA# A1480.1951 - - -	Health Insurance Administration, Other Fees & Services ....	3,050.
AA# A1610.411 - - -	Central Services, Office Supplies .....	4,435.
AA# A1610.413 - - -	Central Services, Rent Lease Equipment.....	4,032.
AA# A1620.416 - - -	Buildings & Grounds, Telephone .....	37,231.
AA# A1620.491 - - -	Buildings & Grounds, Other Material & Supplies.....	15,592.
AA# A1900.412 - - -	Insurance on County Property, Insurance & Bonding.....	5,123.
AA# A1992.9 - - -	Budget-Special Items, Contingent Salaries.....	140,500.

*29.*

**Board of Legislators**

**May 4, 2009**

**Page 6.**

**FROM, continued**

AA# A2960.1953 -- EHC Program, Related Services .....	38,049.
AA# A2960.4956 -- -EHC Program, Transportation .....	39,809.
AA# A2960.4958 -- -EHC Program, NYSSD Expense NYS Chargeback .....	18,421.
AA# A2970.19511 - Early Intervention Services, Service Coordination .....	54,295.
AA# A2970.495115 - Early Intervention Services, Services.....	119,655.
AA# A3020.414 --- Emergency Communications, Utilities .....	3,088.
AA# A3020.416 --- Emergency Communications, Telephone .....	8,351.
AA# A3113.101 --- Sheriff – Special Initiatives, Salaries .....	8,022.
AA# A3115.101 --- Sheriff – Civil, Salaries.....	29,133.
AA# A3120.103 --- Sheriff – Law Enforcement, Overtime.....	32,929.
AA# A3150.1951 -- Sheriff – Jail Inmates, Other Fees & Services .....	44,749.
AA# A3150.197 --- Sheriff – Jail Inmates, Medical Services.....	42,557.
AA# A3150.412 --- Sheriff - Jail Inmates, Insurance & Bonding.....	9,723.
AA# A3150.455 --- Sheriff – Jail Inmates, Travel & Subsistence.....	15,155.
AA# A3150.49511 - Sheriff – Jail Inmates, NYS Psychiatric Chargeback.....	41,936.
AA# A3150.49512 - Sheriff – Jail Inmates, Medical Expenses-Hospitals.....	61,578.
AA# A3151.414 --- Sheriff – Correctional Facility, Utilities .....	78,654.
AA# A3151.416 --- Sheriff – Correctional Facility, Telephone.....	27,789.
AA# A3151.492 --- Sheriff – Correctional Facility, Computer Software .....	27,551.
AA# A3313.412 --- Stop DWI Program, Insurance & Bonding .....	1,348.
AA# A3313.491 --- Stop DWI Program, Other Materials & Supplies .....	8,149.
AA# A3610.1092 -- Traffic Safety, Other Salaries.....	7,665.
AA# A4010.455 --- Public Health Administration, Travel & Subsistence.....	4,840.
AA# A4012.447 --- Public Health Nurses, Pharmaceuticals .....	16,196.
AA# A4018.495 --- Environmental Health, Other Expenses .....	10,941.
AA# A4018.495135 - Environmental Health, HN Other Expenses .....	14,623.
AA# A4021.102 --- Community Wellness, Temporary Help .....	6,326.
AA# A4059.412 --- Early Intervention Administration, Insurance & Bonding ....	1,393.
AA# A4060.495 --- EHC Administration, Other Expenses .....	5,913.
AA# A4062.495 --- Lead Poisoning Prevention, Other Expenses .....	7,726.
AA# A4090.495 --- Healthy Families Program, Other Expenses .....	16,141.
AA# A4310.195 --- Mental Health Administration, Other Fees & Services .....	41,217.
AA# A4310.196 --- Mental Health Administration, Investigations .....	14,183.
AA# A4310.412 --- Mental Health Administration, Insurance & Bonding .....	9,548.
AA# A4310.4951 - Mental Health Administration, Other Expenses .....	27,231.
AA# A4310.49517 - Mental Health Administration, Cerebral Palsy.....	35,422.
AA# A4310.49526 - Mental Health Administration, Neighborhood Center.....	41,198.
AA# A4311.495 --- Mental Health Federal HUD, Other Expenses.....	26,467.
AA# A5620.412 --- Department of Aviation, Insurance & Bonding .....	63,249.
AA# A5620.414 --- Department of Aviation, Utilities .....	88,529.
AA# A6010.417 --- DSS Administration, Rent Lease Space.....	29,315.
AA# A6011.101 --- Children & Adult Services, Salaries .....	99,780.
AA# A6012.101 --- Temporary Assistance, Salaries .....	129,290.
AA# A6013.101 --- Medicaid Administration, Salaries.....	259,804.
AA# A6015.102 --- DSS - H.E.A.P., Temporary Help .....	65,867.
AA# A6055.495 --- Day Care Activities, Other Expenses.....	1,024,523.

**Board of Legislators**

**May 4, 2009**

**Page 7.**

**FROM, continued**

AA# A6129.495 - - - Payments to State Training Schools, Other Expenses .....	993,230.
AA# A6773.456 - - - Senior Nutrition Program, Gasoline & Oil .....	2,759.
AA# A6774.101 - - - Office for Continuing Care, Salaries.....	4,097.
AA# A6774.49599 - - Office for Continuing Care, In Home Services.....	42,857.
AA# A7310.49596 - - Youth Bureau, Youth Recreation.....	<u>60,261.</u>
“A” Fund Total: \$	4,255,321.

AA# D5144.425 - - - Snow Removal-State, Training & Special Schools .....	\$ 650.
“D” Fund Total:	\$ 650.

AA# J6293.102 - - - Summer Youth Employment Program, Temporary Help .....	\$ 11,155.
AA# J6293.412 - - - Summer Youth Employment Program, Insurance & Bonding	545.
AA# J6293.417 - - - Summer Youth Employment Program, Rent Lease Space ....	4,100.
AA# J6300.101 - - - Workforce Development Administration, Salaries.....	61,000.
AA# J6300.411 - - - Workforce Development Administration, Office Supplies....	1,009.
AA# J6300.413 - - - Workforce Development Administration, Rent Equipment ..	9,900.
AA# J6300.425 - - - Workforce Development Administration, Training.....	11,691.
AA# J6303.495 - - - College Student Corps, Other Expenses .....	60.
AA# J6340.4954 - - MHA Grants, Homeless Assist.....	39,614.
AA# J6340.4955 - - MHA Grants, Gilmore Village.....	33,230.
AA# J6340.4956 - - MHA Grants, Ross Family Contract.....	25,874.
AA# J6343.495 - - - Life Skills Grant Program, Other Expenses.....	<u>27,558.</u>
“J” Fund Total: \$	225,736.

I also request your Board approval for the following **2008** supplemental appropriations:

AA# A1985.4	Sales Tax Payments to Other Governments.....	\$ 32,173,213.
AA# A6109.495 - - -	DSS Family Assistance TANF, Other Expenses .....	606,265.
AA# A6119.495 - - -	DSS-Child Care, Other Expenses .....	2,420,121.
AA# A6141.495 - - -	DSS-Safety Net Part County, Other Expenses .....	381,782.
AA# A7220.495 - - -	Oneida County Sports Facility Authority, Other Expenses.....	<u>20,496.</u>
		\$ 35,601,877.

AA# G8130.414 - - -	W.P.C.- Sewage Treatment, Utilities.....	\$ <u>112,112.</u>
		\$ 112,112.

AA# J6300.495 - - -	Workforce Development Administration, Other Expenses .	\$ <u>245,826.</u>
		\$ 245,826.

**Board of Legislators**  
**May 4, 2009**  
**Page 8.**  
**FROM, continued**

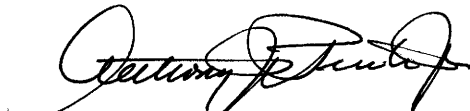
These supplemental appropriations will be fully supported by additional revenue in:

RA# A1112 - - - - -	Sales Tax Receipts for Other Governments .....	\$	32,173,213.
RA# A1841 - - - - -	Repayments Safety Net Part County .....		208,785.
RA# A3080 - - - - -	State Aid - Recreation Grant .....		20,496.
RA# A3609 - - - - -	State Aid - Family Assistance .....		606,265.
RA# A3641 - - - - -	State Aid - Safety Net Part County .....		172,997.
RA# A4610 - - - - -	Federal Aid - DSS Administration .....		617,303.
RA# A4619 - - - - -	Federal Aid - Child Care .....		910,914.
RA# A4630 - - - - -	Federal Aid - TANF Administration .....		215,538.
RA# A4661 - - - - -	Federal Aid - Family & Child Block Grant .....		<u>676,366.</u>
		\$	35,601,877.

RA# G2769 - - - - -	Haulers Fees .....	\$	<u>112,112.</u>
		\$	112,112.

RA# J2920 - - - - -	Reimbursement from Employers .....	\$	51,158.
RA# J3764 - - - - -	State Aid Local Re-entry Task Force .....		102,929.
RA# J4795 - - - - -	Federal Aid WIA Adults .....		75,316.
RA# J4817 - - - - -	ML King School Grant .....		<u>16,423.</u>
		\$	245,826.

Respectfully submitted,



Anthony J. Picente  
 Oneida County Executive  
 AJP: gpb  
 CC: County Attorney  
 Comptroller  
 Budget Director  
 Affected Department Heads





# ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini  
Chairman  
(315) 798-5900

Susan L. Crabtree  
Clerk  
(315) 798-5901

David J. Wood  
Majority Leader

Michael J. Hennessy  
Minority Leader

FN 2009-241

May 7, 2009

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

## PUBLIC SAFETY

## WAYS & MEANS

Honorable Members:

I have received a request from Sheriff Middaugh to reinstate the position of Court Attendant.

I hereby refer this request to the Public Safety Committee for review and consideration.

Respectfully submitted,

GERALD J. FIORINI  
CHAIRMAN OF THE BOARD

GJF:pp

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2009 MAY - 7 PM 12: 39



**OFFICE OF THE SHERIFF**

**COUNTY OF ONEIDA**

**DANIEL G. MIDDAUGH  
SHERIFF**

**M. PETER PARAVATI  
UNDERSHERIFF**

May 5, 2009

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

Re: Urgent – Reinstatement of Vacant (Public Safety) Positions

Dear Mr. Fiorini: *Jerry*

Please review position summary and reinstate the following open position that was deleted from our budget.

**Sheriff Court Attendant.** A Court Attendant maintains decorum in courtroom and judges' chambers by opening courtroom doors, turning on lights, inspecting premises for foreign objects, arranging courtroom furniture, and placing legal materials on judges' benches; administers oaths during legal proceedings; acts as crier to open and close legal proceedings; and takes legal materials and exhibits from attorneys and brings same to judges; takes messages for judges and attorneys; takes legal books and documents from law library and brings same to judges, and brings legal material to court offices; guards jurors from prejudicial access when the latter are at meals, hotel rooms or deliberation; gives information to the public concerning locations, times, and types of legal proceedings that are scheduled in the courthouse; provides such other assistance to courts, as may be required.

Vacant positions requested for reinstatement – Court Attendant

**Department 3117:**

**#3, Grade 16C, Step 2, Vacant 4/24/09 – salary = \$21,065.00 or \$10.13/Hr**

We are requesting Board Action on this proposal on  
Your consideration and prompt action in this matter is appreciated.

Sincerely, *Dan*  
Daniel G. Middaugh, Sheriff

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

*Anthony Picante, Jr.*  
Anthony Picante, Jr.  
County Executive

Date 5/5/09

cc: Honorable Anthony Picante, County Executive  
Honorable Les Porter  
Honorable Richard Flisnik

34.

**Administrative Office**  
6075 Judd Road Oriskany, NY 13424  
Voice (315) 736-8364  
Fax (315) 765-2205

**Law Enforcement Division**  
6065 Judd Road Oriskany, NY 13424  
Voice (315) 736-0141  
Fax (315) 736-7946

**Correction Division**  
6075 Judd Road Oriskany, NY 13424  
Voice (315) 768-7804  
Fax (315) 765-2327

**Civil Division**  
200 Elizabeth Street Utica, NY 13501  
Voice (315) 798-5862  
Fax (315) 798-6495

JOSEPH J. TIMPANO  
Comptroller



SHERYL A. BROWN  
Deputy Comptroller

DEBORAH S. JOANIS  
Deputy Comptroller - Administration

**ONEIDA COUNTY DEPARTMENT OF AUDIT & CONTROL**

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

# Memo

*FN2009-242*

2009 MAY 11 PM 3:05  
RECEIVED  
ONEIDA COUNTY LEGISLATURE

## WAYS & MEANS

*Tony*  
**To:** Anthony J. Picante Jr., County Executive  
Board of Legislators  
**From:** Joseph J. Timpano, Comptroller *JT*  
**Date:** May 11, 2009  
**Re:** Bond Resolutions

Attached is a bond authorization resolution that corresponds to the Sheriff's capital project request for the Correctional Facility HVAC system that will be acted upon by the Board at their May 13, 2009 meeting.

I would ask that this resolution be considered by both the Ways and Means Committee and the full Board on May 13<sup>th</sup>, so that we can add this amount to the 2009 bond sale which is currently in process, therefore reducing the issuance costs.

Thank you.

Cc: Susan Crabtree, Clerk of the Board  
Sheryl Brown, Deputy Comptroller  
Daniel Ruzbasan, Auditor III

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by  
*[Signature]*  
Anthony J. Picante, Jr.  
County Executive  
Date 5-11-09

**INTRODUCTORY**  
**NO. \_\_\_\_\_**

**F.N. 2009-**

**ONEIDA COUNTY BOARD OF LEGISLATORS**

**RESOLUTION NO. \_\_\_\_\_**

**INTRODUCED BY: \_\_\_\_\_**

A RESOLUTION AUTHORIZING THE REPAIR, RENOVATION AND UPGRADE OF THE HVAC SYSTEM AT THE PUBLIC SAFETY COMPLEX AND CORRECTIONAL FACILITY IN AND FOR THE COUNTY OF ONEIDA, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$1,009,800, AND AUTHORIZING THE ISSUANCE OF \$1,009,800 BONDS OF SAID COUNTY TO PAY THE COST THEREOF.

**2ND BY: \_\_\_\_\_**

WHEREAS, all conditions precedent to the financing of the capital project hereinafter described, including compliance with the provisions of the State Environmental Quality Review Act, have been performed; and

WHEREAS, it is now desired to authorize the financing of such capital project, NOW, THEREFORE,

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

Section 1. The repair, renovation and upgrade of the HVAC system at the Public Safety Complex and Correctional Facility in and for said County, including incidental expenses, is hereby authorized at a maximum estimated cost of \$1,009,800.

Section 2. The plan for the financing of such maximum estimated cost is by the issuance of \$1,009,800 bonds of said County hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is ten years, pursuant to subdivision 13 of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said County of Oneida, New York, are hereby irrevocable pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. To the extent not paid from other sources, there shall annually be levied on all the taxable real property of said County, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Comptroller, consistent with the provisions of the Local Finance Law.

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

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

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

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

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

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

Section 9. This resolution, which takes effect immediately, shall be published in summary form in the *Observer Dispatch* and in the *Rome Sentinel*, the official newspapers of such County, together with a notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.

APPROVED:

DATED:

Adopted by the following roll call vote:

AYES \_\_\_\_\_ NAYS \_\_\_\_\_ ABSENT \_\_\_\_\_



# ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini  
Chairman  
(315) 798-5900

Susan L. Crabtree  
Clerk  
(315) 798-5901

David J. Wood  
Majority Leader

Michael J. Hennessy  
Minority Leader

May 11, 2009

*7N2009-243*

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

## PUBLIC SAFETY

## WAYS & MEANS

Honorable Members:

Attached is a request for reinstatement of a position of Building Maintenance Worker within the Sheriff's Department.

I hereby forward this request on to the Public Safety Committee for consideration.

Respectfully submitted,

Gerald J. Fiorini  
Chairman of the Board

GJF:pp

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2009 MAY 11 PM 12:57



# OFFICE OF THE SHERIFF

COUNTY OF ONEIDA

DANIEL G. MIDDAUGH  
SHERIFF

M. PETER PARAVATI  
UNDERSHERIFF

May 7, 2009

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

Re: Urgent – Reinstatement of Vacant (Public Safety) Positions

Dear *Jerry* Mr. Fiorini:

Please review position summary and reinstate the following open position that was deleted from our budget.

**The Sheriffs Correctional Facility.** Vacant positions requested for reinstatement – **Building Maintenance Worker:** A Building Maintenance Worker is responsible for independently performing a variety of mechanical and other building maintenance tasks or for serving as a helper to a journeyman tradesman. The employee must have a working knowledge of one or more trades. Tasks may involve operation of a truck, automobile, or other automotive equipment and supervision of others.

**Department 3150:**  
**#230, Grade 17C, Step 2, Vacant 5/21/09 – salary = \$21,886.00 or \$10.52/Hr**

We are requesting Board Action on this proposals on **MAY 27 2009**.  
Your consideration and prompt action in this matter is appreciated.

Sincerely, *Dan*  
Daniel G. Middaugh, Sheriff

cc: Honorable Anthony Picente, County Executive  
Honorable Les Porter  
Honorable Richard Flisnik

**Administrative Office**  
6075 Judd Road Oriskany, NY 13424  
Voice (315) 736-8364  
Fax (315) 765-2205

**Law Enforcement Division**  
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Fax (315) 736-7946

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Fax (315) 765-2327

**Civil Division**  
200 Elizabeth Street Utica, NY 13501  
Voice (315) 798-5862  
Fax (315) 798-6495

40.





# ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini  
Chairman  
(315) 798-5900

Susan L. Crabtree  
Clerk  
(315) 798-5901

David J. Wood  
Majority Leader

Michael J. Hennessy  
Minority Leader

May 11, 2009

7N2009-244

Oneida County  
Board of Legislators  
800 Park Avenue  
Utica, NY 13501

## PUBLIC HEALTH COURTS, LAWS & RULES WAYS & MEANS

Honorable Members:

I've received a request from Legislators Goodman and Paparella asking that Oneida County adopt the Pesticide Notification Law. The purpose of this law would be to require uniform notification standards for lawn pesticide applications and must mirror the State law exactly with no modifications.

I hereby refer Mr. Goodman's and Mr. Paparella's request to the appropriate committees for consideration.

Respectfully submitted

GERALD J. FIORINI  
CHAIRMAN OF THE BOARD

GJF:pp

ONEIDA COUNTY LEGISLATURE  
RECEIVED  
2009 MAY 11 PM 12:42



# ONEIDA COUNTY BOARD OF LEGISLATORS

*William B. Goodman, 13<sup>th</sup> Legislative District, 5113 Wilcox Rd., Whitesboro, NY 13492 (315) 736-1591*  
*Emil R. Paparella, 24<sup>th</sup> Legislative District, 613 Locust Dr., Utica, NY 13502 (315) 735-8973*

April 27, 2009

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

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2009 MAY - 6 PM 3:54

Dear Chairman Fiorini:

We are writing to you once again about the Pesticide Notification Law. As you are aware, New York State enacted legislation for a Pesticide Neighborhood Notification Law in 2000 which allowed counties and the City of New York to opt in to the law and adopt uniform notification standards for lawn pesticide applications. Since then Neighborhood Notification laws have been adopted by Suffolk, Nassau, Westchester, Albany, Rockland, Tompkins, Erie, Monroe and Ulster Counties and the City of York.


As we all know pesticides can cause many health problems such as headaches, dizziness, nausea, seizures, and respiratory problems and long-term damage such as neurological impairment, hormone disruption, reproductive disorders and cancer. Infants and children are especially vulnerable. Advance notification of pesticide application allows people to take precautions to minimize their exposure to hazardous pesticides in their communities.

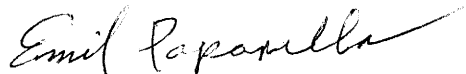
We believe that the time has come for Oneida County to adopt a Pesticide Notification Law. The local law must mirror the state law and cannot be modified. For your information, we have enclosed copies of documents provided, which we believe might be of interest in reviewing this option and a copy of the local law adopted by Westchester County that can be used as a guide. We would respectfully propose that the Oneida County Board of Legislators enact such a local law at the earliest opportunity.

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

Respectfully submitted,

Sincerely,

  
WILLIAM B. GOODMAN  
ONEIDA COUNTY LEGISLATOR  
13TH DISTRICT

  
EMIL R. PAPARELLA  
ONEIDA COUNTY LEGISLATOR  
24<sup>TH</sup> DISTRICT

WBG:p  
Enc.

cc: Hon. Anthony J. Picente, Jr., Oneida County Executive  
Hon. David Wood, Majority Leader  
Hon. Michael J. Hennessy, Minority Leader  
Daniel Gilmore, Public Health Director  
Linda M. S. Dillon, Esq., Oneida County Attorney

42.

**INTRODUCTORY  
NO.**

**F.N.**

**ONEIDA COUNTY BOARD OF LEGISLATORS**

**RESOLUTION NO.**

**INTRODUCED BY:  
2ND BY:**

**LOCAL LAW INTRODUCTORY " " OF 2008**

**LOCAL LAW NO. OF 2008**

**A LOCAL LAW ENACTING AN ONEIDA COUNTY PESTICIDE NOTIFICATION LAW IN ACCORDANCE WITH NEW YORK STATE ENVIRONMENTAL CONSERVATION LAW**

Legislative Intent: The intent of this local law, to be known as the Oneida County Pesticide Notification Law, is to adopt the special notice requirements for commercial and residential applications of pesticides to lawns as established by the State of New York and as set forth in Section 33-1004 of the New York State Environmental Conservation Law.

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

**Section I. DEFINITIONS.**

For the purposes of this local law, the following words shall have the meanings indicated:

1. "Abutting property" shall mean any property which has any boundary or boundary point in common with the property on which the pesticide is to be applied.
2. "Commercial application" shall mean any application of any pesticide except as defined in private or residential application of pesticides.
3. "Dwelling" shall mean any building or structure or portion thereof which is occupied in whole or in part as the home, residence or sleeping place for one or two families.
4. "Multiple dwelling" shall mean any dwelling which is to be occupied by or is occupied as the residence or home of three or more families living independently of each other.

5. "Multiple dwelling unit" shall mean that portion of a multiple dwelling occupied by one or more persons as the residence or home of such persons.
6. "Premises" shall mean land and improvements or appurtenances or any part thereof.
7. "Residential lawn application" shall mean the application of general use pesticides to the ground, trees or shrubs on property owned or leased to the applicator. For the purposes of this law, the following shall not be considered a residential lawn application:
  - a. the application of pesticides for the purpose of producing an agricultural commodity;
  - b. the application of pesticides around or near the foundation of a building for the purpose of indoor pest control;
  - c. the application of pesticides by or on behalf of agencies, which shall include county departments, and which shall be subject to the visual notification requirements of Section 33-1003 of the New York State Environmental Conservation Law where such application is within one hundred feet of a dwelling, multiple dwelling, public building or public park; and
  - d. the application of pesticides on golf courses or turf farms.

## **Section II. NOTIFICATION.**

1. Retail Establishments.
  - a. All retail establishments that sell general use pesticides for commercial or residential lawn application shall display in a conspicuous place a sign meeting the standards established by the Commissioner of the New York State Department of Environmental Conservation. Such signs shall be placed as close as possible to the place where such pesticides are displayed.
  - b. Such signs shall contain the following information at a minimum:
    - i. a warning notice directing consumers to follow the directions on labels;
    - ii. a provision to inform the customer of the posting requirements set forth in this local law;

**This notice is to inform you of a pending pesticide application to neighboring property. You may wish to take precautions to minimize pesticide exposure to yourself, family members, pets or family possessions. Further information about the product or products being applied, including any warnings that appear on the labels of such pesticide or pesticides that are pertinent to the protection of humans, animals or the environment can be obtained by calling the National Pesticides Telecommunications Network at 1-800-858-7378 or the New York State Department of Health Center for Environmental Health INFO LINE at 1-800-458-1158.**

4. Exceptions to Notification. The prior notification provisions of this section shall NOT apply to the following:
- a. The application of anti-microbial pesticides and anti-microbial products as defined by FIFRA in 7 U.S.C. §136 (mm) and 7 U.S.C. § 136q(h)(2);
  - b. the use of an aerosol product with a directed spray, in containers of 18 fluid ounces or less, when used to protect individuals from an imminent threat from stinging or biting insects, including venomous spiders, bees, wasps and hornets. This section shall NOT exempt from notification the use of any fogger product or aerosol product that discharges to a wide area;
  - c. the use of non-volatile insect or rodent bait in a tamper resistant container;
  - d. the application of a pesticide classified by the U.S. Environmental Protection Agency as an exempt material under 40 CFR Section 152.25;
  - e. the application of a pesticide which the U.S. Environmental Protection Agency has determined satisfies its reduced risk criteria, including biopesticide;
  - f. the use of boric acid and disodium octaborate tetrahydrate;
  - g. the use of horticultural soap and oils that do not contain synthetic pesticides or synergists;
  - h. the application of a granular pesticide, where granular pesticide means any ground applied solid pesticide that is not a dust or powder;
  - i. the application of a pesticide by direct injection into a plant or the ground;

- iii. a recommendation that the customer notify neighbors prior to the application of pesticides so that neighbors may take precautions to avoid pesticide exposure.
2. Commercial Applications. At least 48 hours prior to any commercial lawn application of a pesticide, the person or business making such application shall supply and post written notice of such application to:
- a. Occupants of all dwellings on abutting property with a boundary that is within 150 feet of the site of such application; and to
  - b. Owners, owner's agents or other persons in a position of authority for all other types of premises that are on abutting property with a boundary that is within 150 feet of the site of such application, and
    - i. Owners and owner's agents of multiple family dwellings shall provide this written notice to the occupants of such multiple family dwellings.
    - ii. For all other types of premises, owners, owner's agents or other persons in a position of authority shall post such written notice in a manner specified by the Commissioner of the New York State Department of Environmental Conservation.
3. Content and Form of Notices. The content and form of all such written notices shall conform to the standards established by the Commissioner of the New York State Department of Environmental Conservation and shall consist of at least the following:
- a. the address of the premises where the application is to be done;
  - b. the name and telephone number and pesticide business registration number or certified applicator number of the person providing the commercial lawn application;
  - c. the specific date of each pesticide application and two alternative dates to the proposed date of each application if the application on the proposed date is precluded due to weather conditions. The alternative dates shall be consecutive business days to the proposed date;
  - d. the common and scientific name or names of the pesticide or pesticides to be used and the U.S. Environmental Protection Agency registration number or numbers of the pesticide or pesticides to be applied, and;
  - e. a prominent statement that reads:

- j. the spot application of a pesticide, where spot application means the application of a pesticide in a manually pressurized or non-pressurized container of 32 fluid ounces or less to an area of ground less than nine square feet;
- k. the application of a pesticide to the ground or turf of any cemetery; and
- l. an emergency application of a pesticide when necessary to protect against an imminent threat to human health; provided, however, that a written declaration has been issued by the New York State Commissioner of Health or the Oneida County Director of Health that a public health emergency exists requiring the emergency application of a pesticide during the period of such public health emergency. Prior to making an emergency pesticide application, the person making such application shall:
  - i. provide the Oneida County Director of Health, using a form developed by the Commissioner of Health for such purposes that shall minimally include: the name of the person making such application, the pesticide business registration number or certified applicator number of the person making such application, the location of such application, the date of such application, the product name and U.S. Environmental Protection Agency Registration Number of the pesticide applied and the reason for such application;
  - ii. make a good faith effort to supply the written notice required pursuant to subsections 2 and 3 of this section.

### **Section III. Markers.**

1. All persons performing residential lawn applications treating an area of more than 100 square feet shall affix markers to be placed within or along the perimeter of the area where the pesticides will be applied. Markers are to be placed so as to be clearly visible to persons immediately outside the perimeter of such property. Such markers shall be posted at least 12 inches above the ground and shall be at least four inches by five inches in size.
2. The markers required pursuant to this section shall be in place on the day during which the pesticide is being applied and shall instruct persons not to enter the property and not to remove the signs for a period of at least 24 hours. Such instruction shall be printed boldly in letters at least three-eighths of an inch in height.

#### **Section IV. Enforcement.**

1. Oneida County shall have concurrent authority with the State of New York to enforce this local law.
2. The Director of the Oneida County Department of Health shall promulgate rules and regulations not inconsistent with any other provisions of law specifying procedures for the investigation and processing of alleged violations of this local law that pertains to persons performing residential lawn applications of pesticides.
3. The Oneida County Department of Health shall enforce the provisions of this local law on behalf of Oneida County, providing, however, that all penalties that shall be assessed after a hearing or providing an opportunity to be heard, as appropriate, shall be as set forth in Section 7 below and shall be payable to Oneida County.

#### **Section V. Penalties.**

1. Civil Penalties.
  - a. Commercial and residential lawn applications. Notwithstanding any provision of law to the contrary, an owner or owner's agent of a multiple dwelling, or owner or owner's agent or a person in a position of authority for all other types of premises who violates any provision of this local law or Section 33-1004(2)(c) of the N.Y. State Environmental Conservation Law with respect to written notice of commercial lawn applications, and any person who violates any provision of this local law or Section 33-1004(3) of the N.Y. State Environmental Conservation Law with respect to markers for residential lawn applications shall be issued a written warning at the time of the first violation, and shall also be issued educational materials published by or in accordance with the N.Y. State Department of Environmental Conservation in conjunction with the New York State Department of Health. For a second and subsequent violation, such person shall be liable for a civil penalty not to exceed \$100.00, and not to exceed \$250.00 for any subsequent violation.
  - b. Disclosure signs in retail establishments and other violations. Notwithstanding any provision of law to the contrary, any person who violates a provision of this local law or the N.Y. State Environmental Conservation Law Section 33-1004 regarding disclosure signs in retail establishments, or who violates any rule, regulation or order issued pursuant to this local law or pursuant to such Section 33-1004 of the N.Y. State Environmental Conservation Law, shall be issued a warning for the first violation, and shall be given seven days to correct such



violation. In addition, such person shall be liable for a civil penalty not to exceed \$100.00 for a second violation and not to exceed \$250.00 for a subsequent violation.

- c. The Director of the Oneida County Department of Health, acting through the County Attorney, may bring suit for collection of any such assessed civil penalty in any court of competent jurisdiction. Such civil penalty may be released or compromised by the Director of the Oneida County Health Department before the matter has been referred to the County Attorney, and any such penalty may be released or compromised and any action commenced to recover same may be settled and discontinued by the County Attorney. Any civil penalty assessed by the Oneida County Director of Health under this subdivision shall be reviewable in a proceeding under Article 78 of the New York Civil Practice Laws and Rules.

2. **Criminal penalties for persons providing commercial lawn applications.**  
Any person providing a commercial lawn application who, having the culpable mental state defined in New York State Penal Law Sections 15.05(1) or 20.20, violates any provision of this local law or of the N.Y. State Environmental Conservation Law Section 33-1004 with respect to commercial lawn applications of pesticides shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine not to exceed \$5,000.00 for each day during which such violation continues or by imprisonment for a term of not more than one year, or by both such fine and imprisonment. If the conviction is for a subsequent offense committed after the first conviction of such person under this subdivision, punishment shall be by a fine not to exceed \$10,000.00 for each day during which such violation continues or by imprisonment for a term of not more than one year, or by both such fine and imprisonment. Prosecution hereunder shall be conducted by the Oneida County District Attorney consistent with Section 71-0403 of the N.Y. State Environmental Conservation Law.

#### **Section VI. Severability.**

If any clause, sentence, paragraph, subdivision, section or part of this local law or the application thereof to any person, individual, corporation, firm, partnership, entity or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this local law, or in its application to the person, individual, corporation, firm, partnership, entity or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

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

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

DATED:

Adopted by the following roll call vote:  
AYES \_\_\_ NAYS \_\_\_ ABSENT \_\_\_

SD.

**COUNTY PESTICIDE NEIGHBOR NOTIFICATION LAW:  
SUMMARY OF PROVISIONS**

	<b>Commercial Pesticide Applicators</b>	<b>Multiple Dwellings and Other Premises</b>	<b>Residential Lawn Pesticide Users</b>	<b>Retail Stores</b>
<b>NOTICE REQUIREMENT</b>	Lawn care companies must provide 48-hour written advance notice to occupants of all abutting properties within 150 feet of an eligible pesticide application, and to owners or owners' agents of all other types of premises that are on abutting property within 150 feet of the site of such application.	Owners or owners' agents of multiple-family dwellings must supply a copy of any written notice they receive to all occupants.  Owners or owners' agents of all other types of premises shall post such written notice in a prominent location.	Residents must post flags if they apply pesticides on more than 100 square feet of lawn, as commercial applicators do.	Stores that sell lawn care pesticides to the general public must post signs informing consumers about the new law and how to comply.
<b>APPLICABILITY</b>	Applies to all commercial lawn pesticide applications except: certain nontoxic and low-toxicity pesticides; granular pesticides; spot treatments of less than 9 square feet; emergency applications; and spot treatments for stinging and biting insect control.	Applies to any dwelling of three or more unrelated families, or to other types of premises that are nonresidential.	Applies to all general use lawn pesticides.	Applies to all stores that sell general use lawn pesticides.
<b>PENALTIES</b>	Commercial applicators will be subject to the same penalties as they are under other aspects of the pesticide law: a civil penalty of up to \$5,000 for the first violation, and up to \$10,000 for each subsequent offense. Violators may also be subject to criminal sanctions with steeper fines and possible prison terms depending on the type of pesticides involved and culpable mental state.	First-time violators would receive a written warning and educational materials. They would be liable for a civil penalty of up to \$100 for the second violation, and up to \$250 for any subsequent violation.	First-time violators would receive a written warning and educational materials. They would be liable for a civil penalty of up to \$100 for the second violation, and up to \$250 for any subsequent violation.	First-time violators would receive a warning and would be given seven days to correct the violation. They would be liable for a civil penalty of up to \$100 for the second violation, and up to \$250 for any subsequent violation.

## The Neighbor Notification Law is fair and cost-effective for counties and taxpayers.

Most counties that have adopted Pesticide Neighbor Notification have folded in enforcement of the law into other programs run by their Health Departments. As a result, the law has not been overly burdensome or costly to enforce.

Albany County estimated that the first year the program cost just over \$11,000 (). Some counties have pursued innovative ways to incorporate implementation of the Neighbor Notification law into their existing programs. Tompkins County, for instance, spread the tasks among several agencies, giving the County Health Department the primary enforcement role, the Department of Weights and Measures the task of inspecting retailers, and their Environmental Management Council the role of providing public education about the law. Many of the individuals responsible for passing and implementing the law in other counties have expressed a willingness to act as a resource for Onondaga County legislators, and we would be happy to provide you with the names and phone numbers of these individuals at your request.

**A voluntary registry is not a viable alternative to the Pesticide Neighbor Notification law for many reasons.** The term “voluntary” means that notification would be optional for the lawn care companies and without the force of the law leaves neighbors no recourse if applicators fail to provide notice under the voluntary approach., . Registries are uniformly under-subscribed to because of the many challenges to make people aware of their existence. A registry also assumes individuals have prior knowledge of the chemicals to which they are sensitive; which for many people, their first encounter with the hazards of pesticides takes the form of an accidental exposure from pesticides sprayed on a neighboring property that drifted onto their property or into their homes. **The Neighbor Notification Law ensures that all people receive notification when toxic pesticides are sprayed on adjacent properties, and allows people who do not want notice to formerly decline it.**

Former County Health Commissioner Lloyd Novick researched the idea of a voluntary registry in 2001 and concluded that it would be expensive and unenforceable, and that the registry “raises people’s expectations with no evidence that [it] will be effective” (see attached report from the Onondaga County Health Department.) In Erie County, where a voluntary registry was attempted in 2003, the county spent more than \$100,000 and found that nearly three quarters of the people who signed up for the registry (more than 12,000 residents!) never received advance notice. **Onondaga County adopting Pesticide Neighbor Notification is the only fair and reasonable method to ensure residents’ right to receive the decency of notification when the most toxic pesticides are sprayed adjacent to their property.**

## Correcting Industry's Claims Against Pesticide Neighbor Notification

The pesticide applicator industry in New York State consistently works to prevent counties from adopting the requirements of the state's new Pesticide Neighbor Notification Law. Under the law's provisions, counties may adopt a local law requiring commercial pesticide applicators to provide advance notice to abutting neighbors before certain lawn and ornamental pesticide applications are made to neighboring properties.

While the industry's opposition may be organized, its claims are without merit and easily answered. These flawed arguments have failed to convince the New York State Legislature and the Albany, Erie, Nassau, Rockland, Suffolk, Tompkins, Westchester County Legislatures and most recently New York City and Monroe County Legislature, all counties that have adopted pesticide neighbor notification. Below is a response to some of the main objections raised by industry concerning the Neighbor Notification Law.

***Industry Claim #1:** Because the Pesticide Neighbor Notification Law exempts granular pesticides, it will result in an increase in their use, which will threaten groundwater.*

**Response:** No evidence supports the statement that pesticides formulated as granules pose any greater water pollution risk than other types of pesticide formulations. Granular pesticides represent a subset of pesticide use and cannot be substituted for applications to trees, shrubs, and flowers – applications that have resulted in some of the worst drift episodes. The exemption applies only to granular pesticides applied to the ground. Additionally, the Neighbor Notification law exempts many organic and least-toxic pesticides. There is no reason to assume that a shift in use will only be in the direction of greater granular use. An increase in the use of least-toxic materials is equally likely.

Granular pesticides were exempted from the law as a result of intense industry lobbying, which led the Legislature to decide that, because granular formulations are heavier and less likely to drift, people did not need prior warning to close windows and take other precautions when granulars are applied. The Legislature concluded that posting at the time of application, as is required under current law, would allow sufficient time for the kind of precautions needed to address risks from granulars.

***Industry Claim #2:** Pesticide Neighbor Notification will cause industry to move away from integrated pest management (IPM), which is intended to minimize pesticide use, and instead make routine scheduled pesticide applications.*

**Response:** Integrated Pest Management (IPM) is a holistic concept. When it comes to lawns and ornamental plants, IPM takes into account soil fertility, soil aeration, appropriate plantings that are well adapted to the environment (disease and pest-resistant), pruning, mowing height, and a host of other factors. It also takes into account the natural balance of soil biota, such as earthworms, and natural predators for pests. Each time an applicator resorts to using a pesticide, he or she zeroes out the beneficial effects of many of these previous practices – killing earthworms and natural predators and allowing opportunistic pests, weeds, and fungi to flourish.

Furthermore, the law exempts from notice pesticide applications made to less than 100 square feet as well as many treatment techniques considered lower risk; such as pesticides classified by the EPA as exempt materials due to lack of toxicity, and horticultural soaps and oils that do not contain synthetic pesticides or synergists. The New York State Department of Environmental Conservation determined that pesticide neighbor notification would not have an effect on IPM practices, due to the least-toxic exemption.

***Industry Claim #3:** A voluntary registry, rather than mandatory notification, would be more efficient because it would target notice to those people who want it.*

**Response:** On the surface, voluntary registries may sound like a good idea, but practice has proven that without the force of law, voluntary registries are neither fair nor effective. First, counties lack the legal authority to craft their own pesticide laws and cannot enact a legally-binding notification registry. Second, a voluntary registry places the burden of notification on the individual that may or may not know of the registry. Preventing injury and exposure for *everyone*, not just the lucky few who happen to hear of a voluntary registry, should be a public health priority.

In the costliest experiment with a voluntary registry so far, Erie County launched a county-run voluntary registry in May 2003 as an alternative to adopting the Neighbor Notification Law. In a few short months, the county was flooded with requests from more than 12,000 citizens requesting to be added to the registry. Erie County spent more than \$100,000 to publicize and administer this registry, which was developed with significant input from local pesticide applicators. Environmental and public health advocates insisted, however, that the County also allocate \$18,000 for an independent evaluation of the program at the end of the first season.

This evaluation, which can be found at [www.erie.gov](http://www.erie.gov), provides the most conclusive evidence to date that voluntary registries are not effective. **A survey found that nearly three quarters of the people who signed up for the voluntary registry never received advance notice!** As a result of the strong public interest in this program, as well as the flaws with the voluntary registry that were revealed through the evaluation, Erie County Executive Joel Giambra announced his support for opting into the Neighbor Notification Law, and the Erie County Legislature passed the local law shortly thereafter.

***Industry Claim #4:** Pesticide Neighbor Notification will add cost burdens sufficient to put applicators out of business.*

**Response:** There has been no documented case of a business folding due to a county adopting Pesticide Neighbor Notification. Lawn care companies have choices and the Neighbor Notification law does not limit these choices. The law simply requires advance notification of certain toxic chemicals. Applicators can choose to use exempted materials, or no pesticides at all. But if they choose to use pesticides covered under this law – the ones most likely to spray and drift onto neighboring properties -- they would have to notify neighbors in advance. The health effects of pesticides, like secondhand smoke, impact more than just the user, and people have a right to be warned about impending exposures in order to protect themselves and their families.

As more and more evidence about health risks from pesticide accumulates, businesses which use these inherently dangerous products must recognize that they will be subject to increasing scrutiny and attempts to protect people from harm. Just as other industries evolve as understanding of risks evolves, so too must the pesticide applicator industry. *No individual's health should ever be balanced against a crabgrass-free lawn.*

**Industry Claim #5:** *Pesticide Neighbor Notification will increase the number of homeowners who apply pesticides on their own, resulting in greater harm to human health and the environment.*

**Response:** This argument assumes that the cost to consumers of lawn care services will rise so steeply as a result of the Neighbor Notification law that many will cancel their contracts with professional landscapers and apply pesticides on their own; however, there is no evidence to date that supports this assertion. It could as easily be argued that, as people learn more about pesticide hazards due to this law, they will switch to safer, nontoxic alternatives for lawn care and to hiring services that use these practices. No one is forced to make cosmetic pesticide applications to their lawn – they do so by choice.

The pesticide industry repeatedly argues that homeowners pose the most harm when applying pesticides because they do not have the same training and equipment as certified applicators and ignore product label warnings. In contrast, most homeowners do read label instructions and can be presumed to be extra careful when applying pesticides to their own property. A local survey conducted in Geneva, New York found that 91% of the survey respondents who applied pesticides on their own lawns said they read the product label before applying. Furthermore, commercial applicators have access to far more potent products than the general public.

**Conclusion:** In those counties where notice is currently in effect, neighbors have already received valuable information regarding a host of chemicals to which they can choose to take steps to reduce their families' exposure, including some products that are classified by the U.S. Environmental Protection Agency (EPA) as suspected carcinogens, and others that are being phased out by the EPA because of their high risk to infants and children. **Enacting Pesticide Neighbor Notification in Onondaga County is essential public health information, and a modest step at that.**

Revised, 05/18/06

55.

## Frequently Asked Questions About The Pesticide Neighbor Notification Law

### **Q: What does New York's Pesticide Neighbor Notification Law do?**

The state law, which was enacted on August 21, 2000, has two major components. It requires schools and day care centers to provide certain types of notification before and after pesticides are applied on their premises, beginning July 1, 2001. It also allows counties, and the City of New York, to adopt uniform notification standards for lawn pesticide applications (see below).

### **Q: Who supports it and why?**

This law was passed after years of grassroots lobbying by environmental, breast cancer, children's health, and other public interest advocates from across the state who were concerned about the health effects of pesticides. Pesticides can cause a myriad of acute impacts, such as headaches, dizziness, nausea, seizures, and respiratory problems, and long-term damage, such as neurological impairment, hormone disruption, reproductive disorders, and cancer. Children and developing infants are especially vulnerable. Advance notice allows people to take common-sense precautions to minimize their families' exposure to hazardous pesticides in their communities.

### **Q: What can counties do to require Neighbor Notification?**

Counties can pass a local law to adopt the state's lawn notification requirements. These local laws must mirror the state law exactly and cannot be modified. So far, the Neighbor Notification law has been adopted by: Suffolk, Nassau, Westchester, Albany, Rockland, Tompkins, Erie, and Monroe Counties, and New York City.

### **Q: What is covered under the lawn notification requirements?**

At least 48 hours before treating a lawn or yard with certain pesticides, commercial applicators will have to provide a written warning notices to abutting properties within 150 feet of the application. In most cases, this would mean five properties: one on each side, and three in the rear. In addition, people who apply their own lawn pesticides will have to flag the treated areas, the way lawn care companies already do. Stores that sell lawn care pesticides to the general public will have to post information signs about the new law and how to comply with it.

### **Q: Are there exemptions from 48-hour advance notice?**

Yes. Lawn care companies do not have to provide advance notice if they use nontoxic pesticides, such as horticultural soaps and oils, or certain low toxicity pesticides, such as boric acid. Spot treatments of areas less than nine square feet are exempt, as are spot treatments of stinging insects such as bees and wasps. In addition, granular pesticides are exempt, since they are less likely to drift during application than other types of pesticides such as sprays, dusts, and powders. However, all commercial lawn pesticide applications, including granular pesticides, still require flagging after the fact, so that people will not inadvertently enter the treated area.

### **Q: Can municipalities pass their own laws requiring advance notice?**

No. New York State does not allow local governments to regulate any aspect of pesticide use in their communities. In fact, Nassau County tried to pass its own Neighbor Notification law in 1996, but was prohibited by state law from doing so.



**Q: What will the notice include, and how can I protect my family?**

The notice will include the location of the application, scheduled application date and two rain dates, the name of the pesticides that will be used, the name of the company making the application, and a hotline you can call for more information. Advance notice allows you to take whatever steps you feel are necessary to protect your family and property from exposure. Simple precautions you can take to minimize your exposure include: closing windows; keeping pets and kids indoors; covering barbecues, pools, and outdoor furniture; bringing in children's toys, pet bowls, and laundry; and covering vegetable gardens, valuable ornamental plants, and birdfeeders. People who have chemical sensitivities may choose to go away for a few days.

**Q: Does the Neighbor Notification law cover all outdoor pesticide use?**

No. This law addresses prior notice for commercial pesticide applications on lawns, shrubs, and trees only. It does not address the use of pesticides for agriculture, structural pest control (such as termites or carpenter ants), or vector-borne disease control (such as mosquitoes). Public agencies are exempt from the notification requirements. The law also exempts golf courses, cemeteries, and turf farms.

**Q: What impact will this law have on overall pesticide use?**

As people become more aware of pesticide hazards and the ready availability of safe and effective alternatives, they will choose to reduce their use of hazardous lawn pesticides. This law will help spur this transition because it exempts nontoxic pesticides, such as horticultural soaps and oils, from the advance notice requirements, and because it will inform citizens about the pesticides used in their neighborhoods. People can have healthy and beautiful lawns and gardens without the use of synthetic chemicals.

**Q: What can I do to help?**

You can help by urging your County Legislature or Board of Supervisors to adopt the Neighbor Notification law, if they haven't already done so. You can also help by maintaining your lawn without synthetic pesticides and informing your friends and neighbors about safe and effective lawn care alternatives.

Updated: 4/11/06

## **Chapter 691 PESTICIDE NOTIFICATION\***

**\*Cross references:** Pesticide reduction, Ch. 690.

Sec. 691.01. Purpose.  
Sec. 691.02. Definitions.  
Sec. 691.21. Notification.  
Sec. 691.31. Markers.  
Sec. 691.41. Enforcement.  
Sec. 691.51. Penalties.  
Sec. 691.61. Severability.

### **Sec. 691.01. Purpose.**

The purpose of this law, to be known as the Westchester County Pesticide Notification Law, is to adopt the special notice requirements for commercial and residential applications of pesticides to lawns as established by the State of New York and as set forth in Section 33-1004 of the New York State Environmental Conservation Law.

(Added by L.L. No. 22-2000)

### **Sec. 691.02. Definitions.**

For purposes of this chapter, the following words shall have the meanings indicated:

1. "Abutting property" shall mean any property which has any boundary or boundary point in common with the property on which the pesticide is to be applied.
2. "Commercial application" means any application of any pesticide except as defined in private or residential application of pesticides.
3. "Dwelling" shall mean any building or structure or portion thereof which is occupied in whole or in part as the home, residence or sleeping place for one (1) or two (2) families.
4. "Multiple dwelling" shall mean any dwelling which is to be occupied by or is occupied as the residence or home of three (3) or more families living independently of each other.
5. "Multiple dwelling unit" shall mean that portion of a multiple dwelling occupied by one (1) or more persons as the residence or home of such persons.
6. "Premises" shall mean land and improvements or appurtenances or any part thereof.
7. "Residential lawn application" shall mean the application of general use pesticides to the ground, trees or shrubs on property owned by or leased to the applicator. For the purposes of this law, the following shall not be considered a residential lawn application:

- a. The application of pesticides for the purpose of producing an agricultural commodity;
- b. The application of pesticides around or near the foundation of a building for the purpose of indoor pest control;
- c. The application of pesticides by or on behalf of agencies, which shall include county departments, and which shall be subject to the visual notification requirements of Section 33-1003 of the New York State Environmental Conservation Law as provided for in section 690.09 of the Laws of Westchester County where such application is within one hundred (100) feet of a dwelling, multiple dwelling, public building or public park; and
- d. The application of pesticides on golf courses or turf farms.

(Added by L.L. No. 22-2000)

**Sec. 691.21. Notification.**

- 1. *Retail establishments.*
  - a. All retail establishments that sell general use pesticides for commercial or residential lawn application shall display in a conspicuous place a sign meeting standards established by the Commissioner of the New York State Department of Environmental Conservation. Such signs shall be placed as close as possible to the place where such pesticides are displayed.
  - b. Such signs shall contain the following information at a minimum:
    - i. A warning notice directing consumers to follow directions on labels;
    - ii. A provision to inform the customer of the posting requirements set forth in section 691.31 1. of this chapter;
    - iii. A recommendation that the customer notify neighbors prior to the application of pesticides so that neighbors may take precautions to avoid pesticide exposure.
- 2. *Commercial applications.* At least 48 hours prior to any commercial lawn application of a pesticide, the person or business making such application shall supply and post written notice of such application to:
  - a. Occupants of all dwellings on abutting property with a boundary that is within 150 feet of the site of such application; and to
  - b. Owners, owners' agents, or other persons in a position of authority for all other types of premises that are on abutting property with a boundary that is within 150 feet of the site of such application, and
    - i. Owners or owners' agents of multiple family dwellings shall provide this written notice to the occupants of such multiple family dwellings.
    - ii. For all other types of premises, owners, owners' agents or other

persons in a position of authority shall post such written notice in a manner specified by the Commissioner of the New York State Department of Environmental Conservation.

3. *Content and form of notices.* The content and form of all such written notices shall conform to standards established by the Commissioner of the New York State Department of Environmental Conservation and shall consist of at least the following:

- a. The address of the premises where the application is to be done;
- b. The name and telephone number and pesticide business registration number or certified applicator number of the person providing the commercial lawn application;
- c. The specific date of each pesticide application and two alternative dates to the proposed date of each application if the application on the proposed date is precluded due to weather conditions. The alternative dates shall be consecutive business days to the proposed date;
- d. The common and scientific name or names of the pesticide or pesticides to be used and the United States Environmental Protection Agency Registration Number or Numbers of the pesticide or pesticides to be applied; and
- e. A prominent statement that reads:

This notice is to inform you of a pending pesticide application to neighboring property. You may wish to take precautions to minimize pesticide exposure to yourself, family members, pets or family possessions. Further information about the product or products being applied, including any warnings that appear on the labels of such pesticide or pesticides that are pertinent to the protection of humans, animals or the environment can be obtained by calling the National Pesticides Telecommunications Network at 1-800-858-7378 or the New York State Department of Health Center for Environmental Health INFO LINE at 1-800-458-1158.

4. *Exceptions to notification.* The prior notification provisions of this section shall not apply to the following:

- a. The application of anti-microbial pesticides and anti-microbial products as defined by FIFRA in 7 U.S.C. § 136(mm) and 7 U.S.C. § 136q(h)(2);
- b. The use of an aerosol product with a directed spray, in containers of 18 fluid ounces or less, when used to protect individuals from an imminent threat from stinging and biting insects, including venomous spiders, bees, wasps and hornets. This section shall not exempt from notification the use of any fogger product or aerosol product that discharges to a wide area;
- c. The use of non-volatile insect or rodent bait in a tamper resistant container;
- d. The application of a pesticide classified by the United States Environmental Protection Agency as an exempt material under 40 CFR

Section 152.25;

- e. The application of a pesticide which the United States Environmental Protection Agency has determined satisfies its reduced risk criteria, including a biopesticide;
- f. The use of boric acid and disodium octaborate tetrahydrate;
- g. The use of horticultural soap and oils that do not contain synthetic pesticides or synergists;
- h. The application of a granular pesticide, where granular pesticide means any ground applied solid pesticide that is not a dust or powder;
- i. The application of a pesticide by direct injection into a plant or the ground;
- j. The spot application of a pesticide, where spot application means the application of pesticide in a manually pressurized or non-pressurized container of 32 fluid ounces or less to an area of ground less than nine square feet;
- k. The application of a pesticide to the ground or turf of any cemetery; and
- l. An emergency application of a pesticide when necessary to protect against an imminent threat to human health; provided, however, that a written declaration has been issued by the New York State or County Commissioner of Health that a public health emergency exists requiring the emergency application of a pesticide during the period of such public health emergency. Prior to making an emergency pesticide application, the person making such application shall:
  - i. Provide the Commissioner of the Westchester County Department of Health, using a form developed by the Commissioner of Health for such purposes that shall minimally include: the name of the person making such application, the pesticide business registration number or certified applicator number of the person making such application, the location of such application, the date of such application, the product name and United States Environmental Protection Agency Registration Number of the pesticide applied and the reason for such application; and
  - ii. Make a good faith effort to supply the written notice required pursuant to subsections 2. and 3. of this section.

(Added by L.L. No. 22-2000)

**Sec. 691.31. Markers.**

- 1. All persons performing residential lawn applications treating an area of more than 100 square feet shall affix markers to be placed within or along the perimeter of the area where pesticides will be applied. Markers are to be placed so as to be clearly visible to persons immediately outside the perimeter of such property. Such markers shall be posted at least 12 inches above the ground and shall be at least four inches by five inches in size.
- 2. The markers required pursuant to this section shall be in place on the day during

61.

which the pesticide is being applied and shall instruct persons not to enter the property and not to remove the signs for a period of at least 24 hours. Such instruction shall be printed boldly in letters at least three-eighths of an inch in height.

(Added by L.L. No. 22-2000)

**Sec. 691.41. Enforcement.**

1. Westchester County shall have concurrent authority with the State of New York to enforce this Local Law.
2. The Commissioner of the Westchester County Department of Health shall promulgate rules and regulations not inconsistent with any other provisions of law specifying procedures for the investigation and processing of alleged violations of this chapter that pertain to persons performing residential lawn applications of pesticides.
3. The Westchester County Board of Health shall coordinate with the Westchester County Department of Health to enforce the provisions of this Local Law on behalf of Westchester County, providing, however, that all penalties that shall be assessed after a hearing or providing an opportunity to be heard, as appropriate, shall be as specified in section 691.51 below and shall be payable to Westchester County.

(Added by L.L. No. 22-2000)

**Sec. 691.51. Penalties.**

1. *Civil penalties.*
  - a. Commercial and residential lawn applications. Notwithstanding any provision of law to the contrary, an owner or owner's agent of a multiple dwelling, or owner, owner's agent or a person in a position of authority for all other types of premises who violates any provision of this chapter or Section 33-1004(2)(c) of New York State Environmental Conservation Law with respect to written notice of commercial lawn applications, and any person who violates any provision of this chapter or Section 33-1004(3) of New York Environmental Conservation Law with respect to markers for residential lawn applications, shall be issued a written warning at the time of the first violation, and shall also be issued educational materials published by or in accordance with the New York State Department of Environmental Conservation in conjunction with the New York State Health Department. For a second and subsequent violation, such person shall be liable for a civil penalty not to exceed \$100.00, and not to exceed \$250.00 for any subsequent violation.
  - b. Disclosure signs in retail establishments and other violations. Notwithstanding any provision of law to the contrary, any person who violates a provision of this chapter or of New York State Environmental Conservation Law Section 33-1004 regarding disclosure signs in retail establishments, or who violates any rule, regulation or order issued pursuant to this chapter or pursuant to such Section 33-1004 of the

62.

Environmental Conservation Law, shall be issued a warning for the first violation, and shall be provided seven days to correct such violation. In addition, such person shall be liable for a civil penalty not to exceed \$100.00 for a second violation, and not to exceed \$250.00 for a subsequent violation.

- c. The Commissioner of the Westchester County Department of Health, acting through the County Attorney, may bring suit for collection of any such assessed civil penalty in any court of competent jurisdiction. Such civil penalty may be released or compromised by the Commissioner of the Westchester County Department of Health before the matter has been referred to the County Attorney, and any such penalty may be released or compromised and any action commenced to recover the same may be settled and discontinued by the County Attorney. Any civil penalty assessed by the Westchester County Commissioner of Health under this subdivision shall be reviewable in a proceeding under Article 78 of the New York Civil Practice Law and Rules.
2. *Criminal penalties for persons providing commercial lawn applications.* Any person providing a commercial lawn application who, having the culpable mental states defined in New York State Penal Law Sections 15.05(1) or (2) or 20.20, violates any provision of this chapter or of New York State Environmental Conservation Law Section 33-1004 with respect to commercial lawn applications of pesticides shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine not to exceed \$5,000.00 for each day during which such violation continues or by imprisonment for a term of not more than one year, or by both such fine and imprisonment. If the conviction is for a subsequent offense committed after a first conviction of such person under this paragraph, punishment shall be by a fine not to exceed \$10,000.00 for each day during which such violation continues or by imprisonment for a term of not more than one year, or by both such fine and imprisonment. Prosecution hereunder shall be conducted by the District Attorney consistent with Section 71-0403 of the New York Environmental Conservation Law.

(Added by L.L. No. 22-2000)

#### **Sec. 691.61. Severability.**

If any clause, sentence, paragraph, subdivision, section or part of this chapter or the application thereof to any person, individual, corporation, firm, partnership, entity, or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this chapter, or in its application to the person, individual, corporation, firm, partnership, entity, or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

(Added by L.L. No. 22-2000)

# 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

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2009 MAY 11 PM 3:09

7N2009-245

May 5, 2009

## PUBLIC WORKS

## WAYS & MEANS

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

Dear County Executive Picente:

This is a request to consider agreements between the County of Oneida and the involved towns and villages in Oneida County for road striping for the 2009 season.

Attached is a copy of the typical agreements. The language in most of the agreements is the same with the exception of those who utilize sharing of services, i.e. we will stripe certain roads, and in turn, that municipality will mow or ditch County roads. The County purchases the materials and is reimbursed by the Towns.

I respectfully request that the Public Works and Ways and Means Committees consider this agreement, with presentation to the Board of Legislators at their **May 27, 2009** regular scheduled meeting.

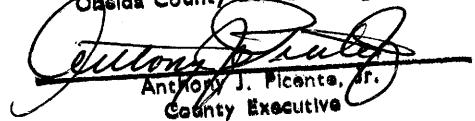
Sincerely,



Dennis S. Davis, Deputy Commissioner  
on behalf of  
John J. Williams, Commissioner

cc: County Attorney  
Highways, Bridges & Structures

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



Anthony J. Picente, Jr.  
County Executive

Date 5-11-09



## Oneida County Board of Legislators Contract Summary

Name of Proposing Organization: Various towns and villages

Title of Activity or Service: Pavement Marking Agreements

Client Population/Number to be Served: N/A

**Summary Statements:**

1) Narrative Description of Proposed Services: 2009 road striping agreements. Certain municipalities may either mow or ditch County roads, and in turn, we will stripe certain roads. Other municipalities reimburse for materials, labor and equipment monetarily. Charges are directly related to miles striped.

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

3) Program Design and Staffing Level: N/A

Total Funding Requested: Revenue

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

65.

# Oneida County Department of Public Works

ANTHONY J. PICENTE JR.  
County Executive

JOHN J. WILLIAMS  
Commissioner

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

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

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2009 MAY 11 PM 3:09

May 6, 2009

JN2009-246

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

**PUBLIC WORKS  
WAYS & MEANS**

Dear County Executive Picente,

The New York State Department of Transportation has designated federal funds from the American Recovery and Reinvestment Act (ARRA) for the resurfacing of Hamilton Ave. in the City of Sherrill. Hamilton Ave. turns into Hamilton Street, County Route 25, at the city line, continues northerly for a distance of .13 miles, and ends at New York State Route 5. The New York State Department of Transportation has designated additional federal funds from the ARRA for the resurfacing of Hamilton St. (CR 25) thereby allowing for resurfacing of the entire highway corridor.

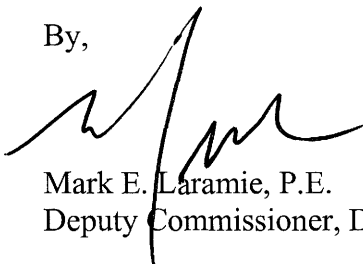
The New York State Department of Transportation has requested execution of the enclosed sample resolution. If executed, the project would be financed utilizing 100% federal funding with no costs to be incurred by Oneida County. Please note that timing is critical. If you concur, please present the enclosed sample resolution to the Public Works Committee, Ways & Means Committee, and the Oneida County Board of Legislators for consideration on **May 27, 2009**.

Thank you for your support.

Sincerely,

John J. Williams  
Commissioner

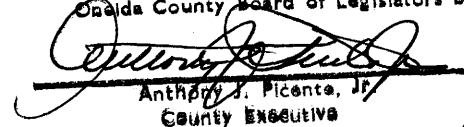
By,



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

cc: File/RF

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



Anthony J. Picente, Jr.  
County Executive

Date 5-11-09 66.

## Oneida County Board of Legislators Contract Summary

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

Title of Activity or Service: **Grant**

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

Summary Statements: **N/A**

1) Narrative Description of Proposed Services:

**Resolution providing NYSDOT authorization to utilize federal funds from the American Recovery and Reinvestment Act (ARRA) to resurface .13 miles of Hamilton Street (County Route 25), in the Town of Vernon.**

2) Program/Service Objectives and Outcomes:

**Resurface .13 miles of Hamilton Street (County Route 25) in the Town of Vernon.**

3) Program Design and Staffing Level:

**N/A**

Total Funding Requested: **\$0.00**

Oneida County Department Funding Recommendation: **\$0.00**

Account # **H-298**

Proposed Funding Source: Federal **100%** State **0%** Town **0%**

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

Past Performance Data: **N/A**

Oneida County Department Staff Comments



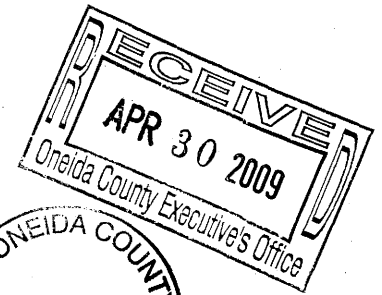
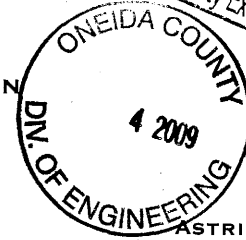
STATE OF NEW YORK  
DEPARTMENT OF TRANSPORTATION  
REGION TWO  
207 GENESEE STREET  
UTICA, NEW YORK 13501  
www.nysdot.gov

MICHAEL A. SHAMMA, P.E.  
REGIONAL DIRECTOR

Regional Planning & Program Management  
(315)793-2450

Internet: [NYS DOT12@dot.state.ny.us](mailto:NYS DOT12@dot.state.ny.us)

Fax: (315)793-2719



ASTRID C. GLYNN  
COMMISSIONER

April 27, 2009

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

**Re: PIN 2ST201  
Highway Rehabilitation – One (1) Location  
West Hamilton Avenue, City of Sherrill**

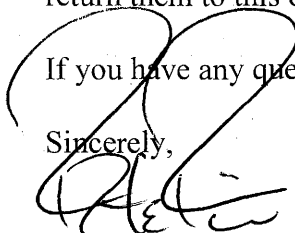
Dear Mr. Picente:

Enclosed you will find five (5) original resolutions for the above-referenced project. The resolution, when signed, will authorize the New York State Department of Transportation (NYSDOT) to undertake the construction work on your municipal streets under the American Recovery and Reinvestment Act (ARRA). The project will be financed utilizing 100% federal funding with no costs to be incurred by the city.

You are requested to have the resolutions signed and certified by the appropriate officials and return them 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, JR., P.E.  
Regional Planning and Program Manager

RER:SP:kr  
Enclosure

cc: M. Laramie, Dep. Comm. of Engineering, Oneida County

68.

**ECONOMIC RECOVERY PROJECT  
MUNICIPAL/SPONSOR RESOLUTION**

RESOLUTION NUMBER: \_\_\_\_\_

WHEREAS, **ERP Pavement Rehabilitation of a County Road in the City of Sherrill, PIN 2ST201**, Economic Recovery Project (hereinafter the "Project") in the **City of Sherrill, Oneida County**, (hereinafter "the Municipality") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 100% Federal funds.

NOW, THEREFORE, the **Board of Legislators of the County of Oneida** duly convened does hereby

RESOLVE, that the **Board of Legislators** hereby approves the above project; and it is hereby further

RESOLVED, that the **County of Oneida** agrees to advance the Project through NYSDOT resources, including design and construction inspection services, and agrees that the Common Council hereby authorizes the State of New York to pay in the first instance the full costs of any and all phase(s) or portions thereof; and the municipality authorizes NYSDOT to perform this work on Municipal streets; and it is further

RESOLVED, that upon completion of construction of the Project, or a fully usable portion thereof, the Municipality agrees to maintain the Project, or fully usable portion thereof, at their sole cost and expense; and it is hereby further

RESOLVED, that the **County Executive of the County of Oneida** is hereby authorized to execute all necessary Agreements or certifications on behalf of the Municipality with the New York State Department of Transportation in connection with the advancement or approval of the Project identified in the State/Local Agreement ; and it is further

RESOLVED, that a certified copy of this Resolution be filed with the Commissioner of the New York State Department of Transportation by attaching it to any necessary Agreement in connection with the Project; and it is further

RESOLVED, that this Resolution shall take effect immediately.

(Name & Title \_\_\_\_\_) moved the adoption of the resolution. Seconded by (Name & Title \_\_\_\_\_).  
Upon roll call, adopted.

Clerk of the **County of Oneida**

I, hereby certify that I have compared the foregoing copy of the resolution with the original duly adopted by the above mentioned Municipality at a session held on the \_\_\_\_ day of \_\_\_\_\_ and that the same is a true copy of said original and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the official seal of the **County of Oneida**, this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Clerk

69.

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

May 10, 2009

7N2009-247

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

**HUMAN RESOURCES  
WAYS & MEANS**

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2009 MAY 11 PM 3:06

Dear Mr. Picente:

New York State was recognized by the United State Department of Agriculture (USDA) for their high standards in the administration of the Food Stamp Program. The Oneida County Food Stamp Department was awarded a bonus grant of \$89,782 for the year 2008.

\$42,026 was spent in 2008 to cover the cost of contracts with Mohawk Valley Community Action and Central New York Food Bank to provide outreach services to the community and therefore, improve accessibility to the Food Stamp Program. The remaining \$47,756 will be spent in 2009 to continue these contracts.

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

To:	A6010.4591	Other Expenses	\$47,756
Offset by unanticipated revenue in:			
	A3610	State Aid - Social Services	\$47,756

Sincerely

Lucille A. Soldato  
Commissioner

Cc: T. Keeler

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

  
Anthony J. Picente, Jr.  
County Executive

Date 5-11-09

70.



**ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES**

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

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2009 MAY 11 PM 3:08

7/12009-248

**HUMAN RESOURCES  
WAYS & MEANS**

May 1, 2009

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

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 New York State's Office of Temporary and Disability Assistance has encouraged local districts to design programs which assist applicants or recipients of public assistance in obtaining employment, therefore alleviating or reducing their need for Temporary Assistance.

This renewal Agreement is with the Oneida County Workforce Development which operates Oneida County's Pride in Work Program for all TANF employable applicant/recipients. The program is a full time four week training component combining life skills, work experience, job search and the assistance of job developers. It is designed to reduce the number of new TANF cases in Oneida County.

The total cost for this Purchase of Services Agreement is \$ 311,000 and is funded 100% with Federal funds. The term of the Agreement is July 1, 2009 through June 30, 2010.

I am respectfully requesting that this matter be forwarded to the Board of Legislators for their review.

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 5-11-09

71.

4/30/09  
# 67301

**Oneida Co. Department Social Services**

**Competing Proposal** \_\_\_\_\_  
**Only Respondent** \_\_\_\_\_  
**Sole Source RFP** \_\_\_\_\_

**Oneida County Board of Legislators**  
**Contract Summary**

**Name of Proposing Organization:**

Oneida County Department Workforce Development  
209 Elizabeth Street  
Utica, New York 13501

**Title of Activity or Services:** JOB Readiness/ JOB Placement & Pride in Work Program

**Proposed Dates of Operations:** July 1, 2009 through June 30, 2010

**Client Population/Number to be Served:** Safety Net Applicants and Temporary Assistance Recipients TANF/Safety Net. Numbers are unlimited.

**SUMMARY STATEMENTS**

**1). Narrative Description of Proposed Services:** This is a full time four week program operated at the Access Center in Utica & the Adult Learning Center in Rome. A class begins every week in Utica & on a bi-weekly basis in Rome. The first two weeks are classroom training involving life skills, personal hygiene, decision making, work ethics, employment expectations, resume' writing, interviewing techniques and budgeting. The second two weeks involves an active job search combined with an assignment to a work experience.

The Contractor agrees to perform the "Pride in Work" program as follows:

- Administer TABE test or equivalent instrument to measure educational level,
- Teach Job finding skills to include resume preparation, application and interviewing skills,
- Computer and internet based application skills and communication,
- Oral communication and phone skills,
- Attendance, dress and workplace etiquette, including conflict resolution,
- Motivation, self confidence, perseverance,
- Assist with job placement through a variety of methods including directing clients to appropriate job openings, and the use of employer incentive programs such as those operated by Social Services and the Workforce Investment Board/ Wage Subsidy Program,

**2). Program/Service Objectives and Outcomes** This is a full time four week program designed to help Temporary Assistance Applicants/Safety Net find employment which would negate their need for temporary assistance benefits. Public Assistance Recipients that are considered employable will also be placed into the program to reduce their need for public assistance by obtaining employment.

72.



**3). Program Design and Staffing Level -** This Contract is with the Office of Employment & Training and they have a subcontract with Madison/Oneida BOCES.

Staffing: Employment & Training

- 1 Full-time Project Coordinator
- 1 Full-time Job Developer
- 1 Full-time Job Placement Assistant

Madison/Oneida BOCES

- 1 Full-time Work Skills Teacher I
- 1 Full-time Work Skills Teacher II
- 1 Full-time Work Skills Teacher III
- 1 Full-time Program Supervisor

**Total Funding Requested:** \$ 311,000

**Oneida County Dept. Funding Recommendation:** Account # A6014.49543

**Mandated or Non-mandated:** Non-mandated, however this program helps Safety Net and Temporary Assistance applicants find employment which reduces the need for Temporary Assistance benefits.

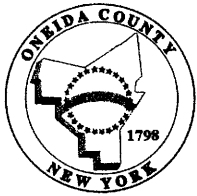
**Proposed Funding Source (Federal \$ /State \$ / County \$):**

<b>Federal</b>	100 % =	\$ 311,000
<b>State</b>	0 % =	\$ 0
<b>County</b>	0 % =	\$ 0

**Cost Per Client Served:**

**Past performance Served:** The cost of the Contract for the period 7/1/08 - 6/30/09 was \$ 311,000. In 2008, the Pride in Work Program had a total of 1,022 referrals - 507 Safety Net applicants and only 19 completed and opened on Safety Net Assistance, 515 Temporary Assistance receipts were also referred to the program (469 Family Assistance recipients and 46 Safety Net recipients).

**O.C. Department Staff Comments:** The Department originally contracted for this service with both Madison/Oneida BOCES and the Office of Employment and Training. The two agencies have combined their programs since 1997. The program has proved to be one of the most successful employment readiness programs operated by the Department.



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

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2009 MAY 12 AM 11:21

May 12, 2009

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

7N2009-249

**WAYS & MEANS**

Honorable Members:

I attach herewith the proposed Agreement between the County of Oneida and the Oneida Nation of New York, which agreement seeks to settle disputed litigation, land into trust and tax issues that currently exist between the parties.

I offer the following summary of the terms of the Agreement:

- The Nation shall place \$30,000,000. in escrow within five (5) days after the Agreement is signed by the Nation and the County.
- Upon the occurrence of the following (a) the Oneida County Board of Legislators' approval of the Agreement, (b) the County discontinuing or withdrawing as a party from all of its litigation involving the Nation, (c) the signing of a Deputization Agreement by the Oneida County Sheriff, (d) and the receipt of Federal District Court approval of the Agreement, (e) the State taking the action set forth in Paragraph 6 of the Agreement, the escrowed funds will be paid over to the County.
- Upon receipt of these funds, the County will satisfy the tax liens it claims against the Nation and cease its attempts to foreclose those tax liens.
- The Nation shall pay the County an additional \$25,000,000. at the rate of \$2,500,000. per year for the next 10 years with the first installment paid on the date the escrowed funds are released to the County.
- Upon receipt of the initial \$32,500,000., the property accepted for trust status on May 20, 2008 by the U.S. Dept of the Interior ("DOI") ("Category 1 Properties") will become tax exempt by enactment of State legislation.

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- All other properties now owned by the Nation in Oneida County (“Category 2 Properties”) will be subject to the Nation’s making “Silver Covenant Payments” to the applicable taxing districts in an amount no less than the amount of the real estate taxes to be billed by the applicable taxing districts until such time as those properties may, in the future, go into trust for the Nation.
- Similarly, Silver Covenant Payments shall be made for any properties the Nation acquires in the future (“Category 3 Properties”) unless and until such time as those parcels may be placed in trust for the benefit of the Nation, if ever.
- The County will withdraw its opposition to the DOI’s 2008 Land in Trust Decision and to the placement of excess federally owned property, such as the Verona Test Site, into trust.
- The County shall withdraw its appeal from the U.S. District Court’s denial of the County’s ability to foreclose its tax liens on Nation property and it shall withdraw from certain tax certiorari cases commenced by the Nation in 2005.
- The Nation shall observe a 5 year moratorium on future trust applications brought in Oneida County. After that period, the County shall not oppose any application for trust property made by the Nation to have Category 2 Properties placed into trust but the County reserves the right to oppose any application the Nation may ever make to place Category 3 properties into trust.
- All Nation owned properties in Oneida County, unless and until said properties are taken into trust, will be subject to land use, building codes and similar laws, regulations and ordinances enacted by the Nation that will meet or exceed such federal, state and local standards as would be applicable to non-Nation owned properties in the same community. Disputes shall be resolved by arbitration.
- As a condition of the release of funds from escrow to the County, the State will also be asked to (a) withdraw as a party to the action challenging the 2008 Land into Trust Decision, (b) approve this Agreement and authorize the County to carry out the terms of the Agreement and (c) enter into a sales tax compact with the Nation.
- The Federal District Court, hearing the current land into trust challenge, will have authority to resolve any issues in dispute that may arise under this Agreement except that issues related to land use or deputization will

be resolved by arbitration. The Nation waives its sovereign immunity as necessary to resolve such issues in either forum.

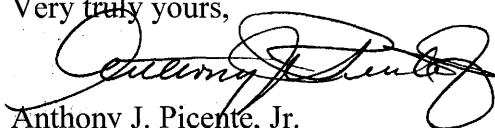
- Before the funds are released from escrow, if any term of this Agreement is held to be unenforceable, the funds shall be returned to the Nation and this Agreement shall be null and void.

I would be happy to speak to the Board of Legislators or any of its committees relative to the contents of the Agreement. It is and always has been my sincere intention to put the differences between the County and the Nation behind us and to forge a new way of dealing with and benefitting from a partnership with the Oneida Indian Nation. A partnership that could bring renewed energy and innovation to the County's economic development efforts. I ask that, in considering the Agreement, you keep an open mind and try to envision Oneida County as I see it...as a community living in harmony and getting on with the business of promoting itself and its numerous resources and quality of life.

I respectfully request that the Agreement and any attachments thereto be placed before the Ways and Means Committee and the full Board of Legislators at the **May 27, 2009** regular session of the Board.

Thank you.

Very truly yours,

  
Anthony J. Picente, Jr.  
Oneida County Executive

Encl.

EXECUTIVE SUMMARY OF TERMS

AGREEMENT BETWEEN

THE COUNTY OF ONEIDA

AND

THE ONEIDA NATION OF NEW YORK

- The Nation shall place \$30,000,000. in escrow within five (5) days after the Agreement is signed by the Nation and the County.
- Upon the occurrence of the following (a) the Oneida County Board of Legislators' approval of the Agreement, (b) the County discontinuing or withdrawing as a party from all of its litigation involving the Nation, (c) the signing of a Deputization Agreement by the Oneida County Sheriff, (d) and the receipt of Federal District Court approval of the Agreement, (e) the State taking the action set forth in Paragraph 6 of the Agreement, the escrowed funds will be paid over to the County.
- Upon receipt of these funds, the County will satisfy the tax liens it claims against the Nation and cease its attempts to foreclose those tax liens.
- The Nation shall pay the County an additional \$25,000,000. at the rate of \$2,500,000. per year for the next 10 years with the first installment paid on the date the escrowed funds are released to the County.
- Upon receipt of the initial \$32,500,000., the property accepted for trust status on May 20, 2008 by the U.S. Dept of the Interior ("DOI") ("Category 1 Properties") will become tax exempt by enactment of State legislation.
- All other properties now owned by the Nation in Oneida County ("Category 2 Properties") will be subject to the Nation's making "Silver Covenant Payments" to the applicable taxing districts in an amount no less than the amount of the real estate taxes to be billed by the applicable taxing districts until such time as those properties may, in the future, go into trust for the Nation.
- Similarly, Silver Covenant Payments shall be made for any properties the Nation acquires in the future ("Category 3 Properties") unless and until such time as those parcels may be placed in trust for the benefit of the Nation, if ever.

- The County will withdraw its opposition to the DOP's 2008 Land in Trust Decision and to the placement of excess federally owned property, such as the Verona Test Site, into trust.
- The County shall withdraw its appeal from the U.S. District Court's denial of the County's ability to foreclose its tax liens on Nation property and it shall withdraw from certain tax certiorari cases commenced by the Nation in 2005.
- The Nation shall observe a 5 year moratorium on future trust applications brought in Oneida County. After that period, the County shall not oppose any application for trust property made by the Nation to have Category 2 Properties placed into trust but the County reserves the right to oppose any application the Nation may ever make to place Category 3 properties into trust.
- All Nation owned properties in Oneida County, unless and until said properties are taken into trust, will be subject to land use, building codes and similar laws, regulations and ordinances enacted by the Nation that will meet or exceed such federal, state and local standards as would be applicable to non-Nation owned properties in the same community. Disputes shall be resolved by arbitration.
- As a condition of the release of funds from escrow to the County, the State will also be asked to (a) withdraw as a party to the action challenging the 2008 Land into Trust Decision, (b) approve this Agreement and authorize the County to carry out the terms of the Agreement and (c) enter into a sales tax compact with the Nation.
- The Federal District Court, hearing the current land into trust challenge, will have authority to resolve any issues in dispute that may arise under this Agreement except that issues related to land use or deputization will be resolved by arbitration. The Nation waives its sovereign immunity as necessary to resolve such issues in either forum.
- Before the funds are released from escrow, if any term of this Agreement is held to be unenforceable, the funds shall be returned to the Nation and this Agreement shall be null and void.

**AGREEMENT**  
between  
**ONEIDA COUNTY, NEW YORK**  
and  
**ONEIDA NATION OF NEW YORK**

Oneida County (the "County") and the Oneida Nation of New York (the "Nation") are entering this Agreement because they wish to end several disputes between them by compromise, and have concluded that ending costly, uncertain and time-consuming litigation will improve their intergovernmental relationships, promote and improve the quality of life of their citizens, their members, and all of Central New York, and pave a path for future consultation, cooperation, sharing, growth and prosperity. Through this Agreement, the Nation and the County also wish to create procedures for resolving disputes that may arise in the future with regard to issues relating to this Agreement.

NOW, THEREFORE, the County and the Nation, acknowledging that there is good and sufficient consideration for this Agreement, by their duly authorized representatives, agree to compromise certain existing disputes and resolve certain future disputes as follows.

**1. Nation Escrow Deposit and Payment to the County**

(a) Within five (5) business days of the execution of this Agreement by both parties (the "Effective Date"), the Nation shall deposit into an escrow account maintained at RBS Citizens, N.A Thirty Million Dollars (\$30,000,000) pursuant to an escrow agreement in the form attached as Exhibit A. The escrow agent shall be RBS Citizens, N.A.

(b) The escrowed funds shall remain in the escrow account, with interest thereon being distributed to the Nation as earned, until all of the following have occurred: (i) the County and the Nation jointly certify in a writing which must be signed by the Nation Representative and the County Executive within ten (10) business days of the occurrence of the actions described below, in the form attached hereto as Exhibit B, that the State of New York (the "State") has taken all of the actions described in section 6 of this Agreement; (ii) the County executes and delivers to the Nation the stipulations and other documents referenced in subsection 3(b) and attached hereto as Exhibits D through F, the Oneida County Sheriff executes and delivers to the Nation the agreement referenced in subsection 3(b) and attached hereto as Exhibit K, and the County Board of Legislators has by binding vote approved this Agreement; and (iii) the United States District Court for the Northern District of New York enters the stipulated order of dismissal attached hereto as Exhibit E which, among other things, approves this Agreement as set forth by subsection 8(a), below. Within ten (10) business days of the occurrence of all the foregoing acts, Thirty Million Dollars (\$30,000,000) shall be tendered by the escrow agent to the County, with any accumulated but unpaid interest thereon to be paid by the escrow agent to the Nation. The date of such tender shall be the "Distribution Date."

(c) The tender of the Thirty Million Dollars (\$30,000,000.00) to the County shall fully satisfy, release, forgive and forever discharge all taxes, assessments and related claims, demands, charges or sums, including, without limitation, principal, interest and penalties, relating to the properties listed in Exhibit C (hereafter "the Properties") for all tax years from the beginning of time through 2009, including, without limitation, the school taxes and any related charges billed in or with respect to 2009, provided that the Nation makes the payments set forth in subsection 2(b). To remove any doubt and by way of example, this means that any liens



associated with tax bills sent with respect to the 2009 town and county tax years and the 2008-09 school or village tax years shall be satisfied and discharged, but any liens associated with tax bills sent with respect to the 2009-10 school and village tax years shall not be satisfied or discharged under this subsection.

(d) With respect to the Properties, within three (3) business days of the Distribution Date, the County shall: (i) reverse, vacate and dismiss all foreclosure proceedings of whatever kind; (ii) release, vacate and discharge all tax liens and any other burden, encumbrance or thing arising from the billing, payment, non-payment, or collection of taxes, assessments, penalties, interest or other charges related to any of the foregoing, for all tax years from the beginning of time through 2009; and (iii) take or cause to be taken all other acts necessary to assure that the Nation has clean, unencumbered, unclouded, marketable title to the Properties with respect to taxes, assessments, penalties and interest, including but not limited to reversing or undoing any tax sales and re-titling the Properties free and clear in the Nation's name. Notwithstanding any other provision of this subsection, in the event this Agreement becomes null and void, each party shall be returned to the position it held before the Effective Date as if this Agreement had not taken effect, which includes but is not limited to reinstatement of any foreclosure proceedings or liens that were vacated pursuant to this subsection..

**2. Future Payments to the County**

(a) In addition to the Thirty Million Dollar (\$30,000,000) payment set forth above, the Nation shall also pay to the County Twenty Five Million Dollars (\$25,000,000). Such payment shall be made in ten annual installments of Two Million Five Hundred Thousand Dollars (\$2,500,000) each. The first installment shall be due on the Distribution Date described

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in section 1(b), i.e., within ten (10) business days of the latest of the certifications or approvals described in section 1(b), and each of the nine (9) subsequent annual payments shall be due on each of the nine succeeding anniversaries of the Distribution Date. Effective as of the Distribution Date, the properties listed in Exhibit G (the "Category 1 Properties"), as well as any properties that are the subject of the GSA Transfers described in subsection 3(c), shall be tax-exempt and shall remain tax exempt as authorized by the State action contemplated herein so long as they are owned by the Nation or are held by the United States in trust for the Nation's benefit. Effective as of the Distribution Date and as authorized by the State action contemplated herein, neither the County nor any other taxing authority or jurisdiction may (i) impose any tax lien or any other burden, encumbrance or thing on the Category 1 Properties or the GSA Properties, or (ii) take any action, or cause any action to be taken, to enforce any tax bills or to impose or collect any charges related to them. No further taxes, assessments, penalties, interest or other charges related to any of the foregoing shall be assessed or billed, and no further payments shall be sought, due or owing with respect to taxes, assessments, penalties, interest or other charges related to any of the foregoing with respect to the Category 1 Properties as long as they are owned by the Nation or are held by the United States in trust for the Nation's benefit.

(b) Exhibit H to this Agreement lists those properties that the Nation has re-acquired as of January 1, 2009, and that were not among those properties the Department of the Interior decided to take into trust at this time (the "Category 2 Properties"). With respect to Category 2 Properties, subject to all the terms of this Agreement, and beginning after the period through which obligations are released in subsection 1(c), the Nation will make payment through its Silver Covenant program ("Silver Covenant Payment") by no later than the last day during which such payments otherwise would have been due without incurring a penalty, in an amount that

equals or exceeds the amount shown to be due on all real property tax bills with respect to the Category 2 Properties issued as of January 1, 2009 (which includes any 2008-09 tax year that began on or after July 1, 2008) and in each year thereafter. The Nation shall make such payments to the taxing authority indicated on the tax bills. No such or further Silver Covenant Payment shall be due, owing or made as of the date the properties are transferred to the United States to be held in trust, if that occurs, except to the extent that any obligation to make such payments would have accrued before the transfer. In the event that any of the Category 2 Properties are transferred to the United States to be held in trust, the County acknowledges that such properties shall be tax exempt by operation of law as of the date of the transfer. Upon transfer of any of the Category 2 Properties to the United States to be held in trust for the benefit of the Nation, the County on its behalf shall prorate and refund to the Nation any payments made by the Nation under this subsection relating to the County's portion of the amounts shown on the tax bills, refunding payments relating to or in proportion to the unexpired portion of the tax year in question. The County acknowledges that, as of the Distribution Date, by operation of law no action may be taken or be caused to be taken that (i) imposes any tax lien or any other burden or encumbrance on the Category 2 Properties, or (ii) to enforce any tax bills or to impose or collect any charges related to them, except so far as authorized under the dispute resolution provisions of this Agreement.

(c) Lands that are neither Category 1 Properties nor Category 2 Properties that the Nation comes to own within the "Covered Area" as defined in subsection 2(e) shall be referred to as "Category 3 Properties." With respect to the Category 3 Properties, subject to all the terms of this Agreement, and beginning after the period through which obligations are released in subsection 1(c), the Nation will make payment through its Silver Covenant program ("Silver

Covenant Payment”) by no later than the last day during which such payments otherwise would have been due without incurring a penalty, in an amount that equals or exceeds the amount shown to be due on all real property tax bills with respect to the Category 3 Properties. The Nation shall make such payments to the taxing authority indicated on the tax bills. No such or further Silver Covenant Payment shall be due, owing or made as of the date the properties are transferred to the United States to be held in trust, if that occurs, except to the extent that any obligation to make such payments would have accrued before the transfer. In the event that any of the Category 3 Properties are transferred to the United States to be held in trust, the County acknowledges that such properties shall be tax exempt by operation of law as of the date of the transfer. Upon transfer of any of the Category 3 Properties to the United States to be held in trust for the benefit of the Nation, the County on its behalf shall prorate and refund to the Nation any payments made by the Nation under this subsection relating to the County’s portion of the amounts shown on the tax bills, refunding payments relating to or in proportion to the unexpired portion of the tax year in question. The County acknowledges that, as of the Distribution Date, by operation of law no action may be taken or be caused to be taken that (i) imposes any tax lien or any other burden or encumbrance on the Category 3 Properties, or (ii) to enforce any tax bills or to impose or collect any charges related to them, except so far as authorized under the dispute resolution provisions of this Agreement.

(d) As to real property tax assessments and bills for taxes, interest, penalties or related charges permitted under section 2 of this Agreement, the Nation may contest the assessments on any basis permitted under state or local law, but the Nation shall not assert that the assessment or value should be lower based solely upon ownership of the property by an

Indian tribe, the tribe's immunity from taxation, restrictions against alienation, the absence of any value at all, or the Nation's sovereignty or sovereign immunity.

(e) For purposes of this Agreement only, the "Covered Area" shall mean land identified as the property and reservation of the Oneidas in the Treaty of Canandaigua, 7 Stat. 44 (1794).

**3. Post-Distribution Date Obligations**

(a) As of the Distribution Date, the County expressly represents that it does not and will not thereafter oppose: (i) the United States' May 20, 2008, Record of Decision to take lands into trust for the benefit of the Nation (the "Trust Land Decision"), or the transfer of the properties listed on Exhibit G ("Category 1 Properties") into trust; or (ii) the administrative transfer and trust status of any property owned by the United States and transferred or to be transferred pursuant to 40 U.S.C. § 523 from the General Services Administration (GSA) to the Department of the Interior (DOI) ("GSA Transfers"). In addition, as of the Distribution Date, the County shall not directly or indirectly oppose the Trust Land Decision or any GSA Transfers, and specifically shall not fund or expend any resources to support any other party's opposition to the Trust Land Decision or any GSA Transfers.

(b) As of the Distribution Date, the Nation shall execute, and as to Exhibits D, E and F file in court, the following documents:

(i) a stipulation executed by the County, in the form attached hereto as Exhibit D, in the tax certiorari cases pending in New York State Supreme Court for Oneida County entitled *Oneida Indian Nation v. Town of Vernon*, RJI No. 32-05-740 and RJI No. 32-05-741; *Oneida Indian Nation v. Town of Vienna*, RJI No. 32-05-754; *Oneida Indian Nation v. Town of Verona*, RJI No. 32-05-738 and RJI No. 32-05-759; *Oneida Indian Nation*



*v. City of Sherrill*, RJ1 No. 32-05-761; *Oneida Indian Nation v. Town of Augusta*, No. RJ1 32-05-760;

(ii) a stipulated order, executed by the County, in the form attached hereto as Exhibit E, dismissing the County's complaint and all of its claims in *State of New York, et al. v. Kenneth L. Salazar, et al.*, No. 6:08-CV-00644 (LEK/GJD);

(iii) a dismissal agreement, executed by the County, in the form attached hereto as Exhibit F, dismissing the County's tax foreclosure appeal pending in the United States Court of Appeals for the Second Circuit in *Oneida Indian Nation v. Oneida County*, No. 06-5515-cv (CON); and

(iv) a Deputization Agreement, executed by the Oneida County Sheriff, in the form attached hereto as Exhibit K.

**4. Future Trust Land**

(a) Except for the Category 1 Properties, for a period of five (5) years following the Distribution Date, the Nation shall not seek to transfer to the United States pursuant to 25 U.S.C. § 465 any other parcels located in the County to be held in trust for the Nation. This provision does not apply to the administrative transfer of property pursuant to 40 U.S.C. § 523 of property currently owned by the United States.

(b) After five (5) years following the Distribution Date, the County shall not oppose a renewed or new application by the Nation to transfer to the United States to be held in trust for the Nation any properties identified in Exhibit H. The County expressly represents and warrants that it does not and shall not oppose any application to transfer into trust the parcels identified in Exhibit H, provided that the Nation does not apply before five (5) years following the Distribution Date; the County shall not directly or indirectly oppose that application if made after five (5) years following the Distribution Date, and it shall not fund or expend any resources to support any other party's opposition to the application.

(c) The County reserves the right to oppose any other application by the Nation to transfer to the United States, to be held in trust for the Nation, any lands within the County that are not listed on Exhibits G and H.

**5. Building Codes, Health and Safety Standards, the Environment and Zoning; Effect Of Gaming Agreements.**

(a) On all properties within the Covered Area (as defined in subsection 2(e)) that have been or may be reacquired by the Nation in the County and that are not held in trust by the United States for the benefit of the Nation, the Nation shall meet or exceed the same federal, state and local standards that govern building codes, land use, zoning, weights and measures, health, safety and environmental matters, that are generally applicable to non-Nation properties. Any land uses and improvements existing on those lands as of the Distribution Date may continue and, as authorized by the State action contemplated herein, shall be deemed to be conforming uses under any zoning or other land use statutes, regulations, codes or other administrative requirements.

(b) In the event of any dispute over whether the Nation is meeting any relevant standards, the Nation and the County or its designee will inspect the disputed use or facility and consult over its resolution. Any and all disputes arising under this section shall be resolved by the Nation and the County, or their designees, pursuant to the dispute resolution provisions set forth in section 8(b) of this Agreement.

(c) Nothing in this section or in any other section of this Agreement replaces, modifies, supersedes or repeals any provision of the 1993 gaming compact between the State and the Nation, as has been or may be amended, and the regulations or standards that govern the

operation of the gaming facilities or related enterprises. Where there is any conflict between the compact and this Agreement, the compact controls.

**6. State Approval and Participation**

The distribution of the Thirty Million Dollars (\$30,000,000) and all duties and obligations of the Nation under this Agreement, other than the duty to deposit funds in escrow as described in section 1(a), are contingent upon the following:

(a) The State's execution and delivery to the Nation of a stipulation, in the form attached hereto as Exhibit E, for filing in and submission to, after the Distribution Date, the United States District Court for the Northern District of New York in *State of New York, et al. v. Kenneth L. Salazar, et al.*, No. 6:08-CV-00644 (LEK/GJD); and

(b) The State's enactment into law of legislation, in the form attached hereto as Exhibit I, that, among other things, approves this Agreement and Exhibit K hereto and authorizes the County to exercise the powers necessary for it to take the actions required hereunder, including without limitation those actions required under sections 1 through 3.

(c) The State's execution and delivery to the Nation of a compact in the form attached hereto as Exhibit J.

**7. Future Cooperation**

The parties shall use their best efforts, including initiating or intervening in litigation and adoption of necessary laws and/or regulations, necessary to fulfill their commitments to each other under this Agreement and to oppose any efforts to change, undermine, or invalidate any





provision of this Agreement. Nothing in this Agreement limits the County and the Nation from engaging in intergovernmental cooperation with respect to financial or other matters not covered in this Agreement. Nothing is intended to limit or preclude voluntary or mutual agreements regarding funding, grants or any other matter involving money that might benefit and promote the good of both the Nation and the County.

**8. Court Approval; Resolution of Future Disagreements**

(a) This Agreement shall be submitted to the United States District Court for the Northern District of New York in *State of New York, et al. v. Kenneth L. Salazar, et al.*, No. 6:08-CV-00644 (LEK/GJD), for the issuance by that Court of an order incorporating the terms of this Agreement, approving the same and retaining jurisdiction to remedy any violations hereof, or address any disputes hereunder not subject to arbitration under Section 8(b), and dismissing the claims of Oneida County and the State of New York, all as set forth in Exhibit E hereto. The parties acknowledge that they both have subjected themselves to the jurisdiction of the Court for the purpose of allowing the Court to remedy any violations hereof or address any disputes hereunder.

(b) Notwithstanding section 8(a), any disputes arising under or relating to the subject matter covered in subsection 3(b)(iv) or section 5 of this Agreement shall be resolved by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The parties each waive their sovereign immunity for purposes of this arbitration, and also for (i) litigation concerning the arbitrability of a dispute between the parties or a refusal by a party to submit to arbitration, or (ii) enforcement of any arbitration award. Any such litigation shall be brought in the United States District Court for the Northern District of New

York or, if that court determines that it lacks jurisdiction, in any other court of competent jurisdiction. Neither party waives any immunity as to any other person, entity or party that is not a party to this Agreement and the scope of the waiver is to be strictly construed as intended in the way described in this section. Disagreements concerning whether a dispute is within the scope of this arbitration provision shall be submitted to the United States District Court for the Northern District of New York pursuant to subsection 8(a).

**9. Future communication**

Notice required by or related to this Agreement will be made in writing and served by overnight courier or certified mail, return receipt requested. If by the Nation, notices shall be to the County Executive and to the Office of the County Attorney, both located at 800 Park Avenue, Utica, New York 13501, or such other address as may be designated by the County. If by the County, notice shall be to the Oneida Indian Nation Representative and the Oneida Nation Legal Department, both located at 5218 Patrick Road, Verona, New York 13478, or such other address as may be designated by the Nation.

**10. Final and Complete Agreement**

This is a fully integrated agreement that supersedes all prior discussions and negotiations concerning it. The parties may modify this Agreement, but only by a written agreement executed by both parties. The officials executing this Agreement on behalf of the Nation and the County, respectively, warrant that they have been authorized to so execute and that they have the lawful authority to do so. Each party is relying on said representation in entering into this Agreement. Each party is estopped later to argue that it or its officials were not authorized to

make this Agreement. Nothing herein is or shall be construed to be an admission by any party with respect to any fact or legal issue in litigation.

**11. Non-Severability**

(a) Prior to the Distribution Date, if any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction, after all appeals have been exhausted, to be invalid, void, or unenforceable or is otherwise conclusively determined to exceed the authority of either signatory hereto, then this Agreement shall, in its entirety, be null and void and all escrowed funds shall be returned to the Nation, and any litigation which previously was discontinued by Stipulation or dismissed by the Court pursuant to this Agreement may, upon application of either party, be reinstated as if it had not been discontinued or dismissed.

(b) After the Distribution Date, if any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction in a final and non-reviewable order to be invalid, void, or unenforceable or is otherwise conclusively determined to exceed the authority of either signatory hereto, then this Agreement shall, at the Nation's sole and unreviewable option either be: (i) null and void in its entirety, with each party being returned to the position it held before the Effective Date, provided that the Nation exercises this option within sixty (60) days of the holding or determination, in which event all funds distributed to the County pursuant to section 1 and 2 shall be returned to the Nation, with any interest earned on those funds being divided evenly between the Nation and the County; or (ii) the remaining provisions shall remain in full force and shall in no way be affected, impaired or invalidated by the invalidated, voided or unenforceable provision.

**12. Expiration**

In the event that the State has not taken all the actions specified in this Agreement, including without limitation all of the actions set forth in section 6, on or before June 30, 2009, then: (a) this Agreement shall become null and void, and any litigation which previously was discontinued by Stipulation or dismissed by the Court pursuant to this Agreement may, upon application of either party, be reinstated as if it had not been discontinued or dismissed; and (b) the escrow shall be dissolved and the escrowed funds plus any interest earned thereon returned in their entirety to the Nation.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2009.

Oneida Nation of New York

Oneida County, New York

\_\_\_\_\_  
(seal)  
Ray Halbritter, Nation Representative

\_\_\_\_\_  
(seal)  
Anthony J. Picente, Jr., County Executive

**EXHIBIT A**

**ESCROW AGREEMENT**

**ESCROW AGREEMENT**, dated as of May \_\_, 2009, by and among Oneida County, New York (the "County"), the Oneida Nation of New York, a sovereign Indian Nation (the "Nation"), and RBS Citizens, NA, a bank organized under the laws of the State of Rhode Island acting by and through its Institutional Services Group (the "Escrow Agent"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Settlement Agreement (as defined below).

**W I T N E S S E T H:**

WHEREAS, the parties hereto, other than the Escrow Agent, have entered into a Settlement Agreement dated May \_\_, 2009 (the "Settlement Agreement"), settling certain existing disputes and resolving certain future disputes pursuant to which the Nation agreed to deposit Thirty Million Dollars (\$30,000,000) to be held in escrow; and

WHEREAS, a copy of the Settlement Agreement has been delivered to the Escrow Agent, and the Escrow Agent is willing to serve as escrow agent and hold the Escrowed Property (as hereinafter defined) in accordance with the terms and conditions hereof;

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

1. Appointment and Escrowed Property. The Nation and the County hereby appoint the Escrow Agent as their escrow agent for the purposes set forth herein, and the Escrow Agent hereby accepts such appointment under the terms and conditions set forth herein. Upon execution and delivery of the Settlement Agreement and this Escrow Agreement, Nation shall transfer, or cause to be transferred, to the Escrow Agent the sum of \$30,000,000 (the "Deposit" or the "Escrowed Property"), the receipt of which is hereby acknowledged by the Escrow Agent.

2. Investments. Until the disbursement of the Escrowed Property, the Escrow Agent shall invest, reinvest and/or deposit the Escrowed Property in direct obligations of, or obligations guaranteed by, the United States of America, or certificates of deposit or interest bearing accounts of any bank or trust company, incorporated under the laws of the United States of America or any state, which has combined capital and surplus of not less than \$500,000,000. The Escrow Agent is authorized to liquidate in accordance with its customary procedures the Escrowed Property consisting of investments to provide payments required under this Agreement.

3. Distribution of Escrowed Property. The Escrow Agent shall release from escrow hereunder and deliver the Escrowed Property in the following manner:

a. The Escrowed Property shall remain in the Escrow Account, with interest thereon being distributed to the Nation as earned, until all of the following have occurred: (i) the County and the Nation jointly certify in a writing signed by the Nation Representative and the County Executive in the form attached to the Settlement Agreement as Exhibit B that the State of New York (the "State") has taken all of the actions described in section 6 of the Settlement Agreement; (ii) the County executes and delivers to the Nation the stipulations and other documents referenced in subsection 3(b) of the Settlement Agreement and attached to the Settlement Agreement as Exhibit D through F and the County Sheriff executes and delivers to the Nation the Oneida County Deputization Agreement referenced in subsection 3(b) of the Settlement Agreement and attached to the Settlement Agreement as Exhibit K; (iii) and the County Board of Legislators has by binding vote approved the Settlement Agreement; and (iv) the United States District Court for the Northern District of New York approves the Settlement Agreement as set forth in section 8 of the Settlement Agreement. Within ten (10) business days of the latest of such certifications or approvals, Thirty Million Dollars (\$30,000,000) shall be tendered by the Escrow Agent to the County, together with any accumulated interest thereon to be paid to the Nation by the Escrow Agent.

b. In the event that all the conditions set forth in subsection 3(a) above have not been satisfied on or before June 30, 2009, this Agreement shall be terminated and the Escrowed Property, together with any accumulated interest, shall be paid to the Nation by the Escrow Agent. The Nation and the County each agree that promptly after the termination of the Settlement Agreement they will each execute and deliver to the Escrow Agent, joint written instructions authorizing the Escrow Agent to deliver to the Nation, free and clear of any interest of the County, all of the Escrowed Property, together with any accumulated interest. In the event the County does not, within three (3) business days after termination of the Settlement Agreement, execute and deliver such joint written instructions to the Escrow Agent, then the Nation may deliver a written notice to the Escrow Agent and the County directing the Escrow Agent to deliver to the Nation, all of the Escrowed Property and then the Escrow Agent shall be authorized to deliver to the Nation all of the Escrowed Property, together with any accumulated interest.

c. Moneys distributed by the Escrow Agent pursuant to this Section 3 shall be paid by wire transfer in to the bank account or accounts designated by the payee, or as otherwise agreed to or instructed by the applicable party.

d. Upon the distribution of the Escrowed Property by the Escrow Agent, this Escrow Agreement shall terminate.

4. Disputes Regarding Escrow Release. The parties agree that in the event of any dispute regarding the release of the Escrowed Property, the prevailing party

in such dispute shall be entitled to payment of its costs and expenses, including reasonable attorneys fees, incurred in connection with such dispute. The non-prevailing party shall pay the prevailing party the amount of such costs and expenses within 10 days of demand.

5. The Escrow Agent.

a. The Escrow Agent shall be compensated for its services under this Escrow Agreement in accordance with the terms set forth in Exhibit 1 hereto. All fees and expenses due to the Escrow Agent pursuant to this Section 5 shall be borne by the Nation.

b. The Escrow Agent shall be entitled to rely upon, and shall be fully protected from all liability, loss, cost, damage or expense in acting or omitting to act pursuant to, any instruction, order, judgment, certification, affidavit, demand, notice, opinion, instrument or other writing delivered to it hereunder without being required to determine the authenticity of such document, the correctness of any fact stated therein, the propriety of the service thereof or the capacity, identity or authority of any party purporting to sign or deliver such document.

c. The duties of the Escrow Agent are only as herein specifically provided, and are purely ministerial in nature. The Escrow Agent shall neither be responsible for or under, nor chargeable with knowledge of, the terms and conditions of any other agreement, instrument or document in connection herewith, including, without limitation, the Settlement Agreement, and shall be required to act in respect of the Escrowed Property only as provided in this Agreement. This Agreement sets forth all the obligations of the Escrow Agent with respect to any and all matters pertinent to the escrow contemplated hereunder and no additional obligations of the Escrow Agent shall be implied from the terms of this Agreement or any other agreement. The Escrow Agent shall incur no liability in connection with the discharge of its obligations under this Agreement or otherwise in connection therewith, except such liability as may arise from the willful misconduct or negligence of the Escrow Agent. In furtherance of and without limiting the generality of the foregoing, the Escrow Agent shall incur no liability whatsoever in respect of its selection in accordance with paragraph 2 hereof of investments of the Escrowed Property, including, without limitation, any liability for the rate or timing of the returns thereof resulting from fluctuations in money market conditions or otherwise, or for prices resulting from the need to liquidate an investment prior to maturity.

d. The Escrow Agent may consult with counsel of its choice and shall not be liable for any action taken or omitted to be taken by the Escrow Agent, in good faith, in accordance with the advice of such counsel.

e. The Escrow Agent shall not be bound by any modification, cancellation or rescission of this Agreement unless in writing and signed by the Escrow Agent.

f. The Escrow Agent is acting as a stakeholder only with respect to the Escrowed Property. If any dispute arises as to whether the Escrow Agent is obligated to deliver the Escrowed Property or as to whom the Escrowed Property is to be delivered or the amount thereof, the Escrow Agent shall not be required to make any delivery, but in such event the Escrow Agent may hold the Escrowed Property until receipt by the Escrow Agent of instructions in writing, signed by all parties which have, or claim to have, an interest in the Escrowed Property, directing the disposition of the Escrowed Property, or in the absence of such authorization, the Escrow Agent may hold the Escrowed Property until receipt of a certified copy of a final judgment of a court with competent jurisdiction providing for the disposition of the Escrowed Property.

6. Indemnity. The Nation agrees to reimburse the Escrow Agent on demand for, and to indemnify and hold the Escrow Agent harmless against and with respect to, any and all loss, liability, damage, or expense (including, without limitation, attorneys' fees and costs) that the Escrow Agent may suffer or incur in connection with the entering into of this Agreement and performance of its obligations under this Agreement or otherwise in connection therewith, except to the extent such loss, liability, damage or expense arises from the willful misconduct or negligence of the Escrow Agent. Without in any way limiting the foregoing, the Escrow Agent shall be reimbursed by the Nation for the cost of all reasonable legal fees and costs incurred by it in acting as the Escrow Agent hereunder (other than due to Escrow Agent's negligence or willful misconduct).

7. Succession. The Escrow Agent may be discharged from its duties upon receipt of an instrument in writing signed by the Nation and the County, specifying the effective date of discharge. The Escrow Agent may resign from its duties or obligations by giving 30 days advance notice in writing of such resignation to the other parties hereto specifying a date when such resignation will take effect. If, prior to such date of resignation or discharge, the Escrow Agent shall not have received written instructions from the Nation and the County designating a successor escrow agent and consented to in writing by such successor escrow agent, the Escrow Agent may apply to a court of competent jurisdiction to appoint a successor escrow agent. Alternatively, if the Escrow Agent shall have received such written instructions, it shall promptly transfer the Escrowed Property to such successor escrow agent. Upon the appointment of a successor escrow agent and the transfer of the Escrowed Property, and any other records relating to the Escrowed Property or this Escrow Agreement by the resigning Escrow Agent to the successor escrow agent, the duties of such resigning or discharged Escrow Agent hereunder shall terminate. Any corporation or association into which the Escrow Agent may be merged or converted or with which it may be consolidated, or any corporation or association to which all or substantially all the escrow business of the Escrow Agent's corporate trust line of business may be transferred, shall be the Escrow Agent under this Agreement without further act.



8. Miscellaneous.

a. Subject to Section 7, this Escrow Agreement may not be assigned by any party without the prior written consent of the other parties. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns. Nothing in this Agreement, express or implied, shall give to anyone, other than the parties hereto and their respective permitted successors and assigns, any benefit, or any legal or equitable right, remedy or claim, under or in respect of this Agreement or the escrow contemplated hereby. If any provision of this Escrow Agreement is invalid or unenforceable, the balance of this Agreement shall remain in effect.

b. All notices and other communications hereunder shall be in writing and shall be deemed to have been given when (i) delivered by hand or (ii) upon receipt when mailed by registered or certified mail (return receipt requested), postage prepaid, to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

If to the County, to:

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

With a copy to:

Oneida County Finance Department  
800 Park Avenue  
Utica, New York 13501  
Attention: Anthony Carvelli, Commissioner

If to the Nation, to:

Oneida Nation of New York  
5218 Patrick Road  
Verona, NY 13478  
Attn: Peter D. Carmen, Senior Vice President

With a copy to:

Oneida Nation Legal Department  
5218 Patrick Road  
Verona, NY 13478  
Attn: General Counsel

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If to the Escrow Agent, to:

Citizens Bank  
87 Westminster Street  
Providence, Rhode Island 02903  
Attention:

c. This Agreement may be executed in two or more separate counterparts, each of which shall be an original and all of which, together, shall constitute one agreement.

d. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the parties hereto taken within context may require.

e. The rights of the Escrow Agent contained in this Agreement, including without limitation the right to indemnification, shall survive the resignation of the Escrow Agent and the termination of the escrow contemplated hereunder.

f. This Agreement shall be construed, interpreted, governed and enforced in accordance with the laws of the State of New York (excluding the laws applicable to conflicts or choice of law). The Nation asserts that, as a sovereign Indian nation, it has sovereign immunity from any claims against, or affecting the interests of the Nation. Nothing in this Agreement shall be construed as a waiver of Nation's sovereign immunity, except that the Nation hereby gives the County a limited waiver of its sovereign immunity solely for the limited purpose of engaging in expedited arbitration (and enforcing a resulting arbitration award in any court of competent jurisdiction) to address or resolve an alleged breach of this Agreement and to resolve disputes relating to the release of the Escrowed Property as contemplated by this Agreement pursuant to the commercial rules of the American Arbitration Association then prevailing with respect to expedited proceedings (the "Rules"), which shall be held in Syracuse, New York. Arbitration shall be by a panel of three arbitrators chosen in accordance with the Rules. The Nation's limited waiver of sovereign immunity under this Agreement is granted solely to the County for the limited purpose outlined in this Section and it specifically is not extended to any other party. Arbitration pursuant to this section shall be the sole and exclusive means for resolving any and all disputes arising from or in any matter relating to, this Agreement and resolving disputes related to the release of the Escrowed Property as contemplated by this Agreement. Each party shall submit to the United States District Court for the Northern District of New York for purposes of the enforcement of any award, order or judgment arising from such arbitration. Any award, order, or judgment pursuant to such arbitration is final and may be entered and enforced in the United States District Court for the Northern District of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

ONEIDA NATION OF NEW YORK

\_\_\_\_\_  
Name:  
Title:

ONEIDA COUNTY, NEW YORK

\_\_\_\_\_  
Name:  
Title:

CITIZENS BANK

By: \_\_\_\_\_  
Name:  
Title:

**EXHIBIT 1**

## **EXHIBIT B**

### **JOINT CERTIFICATION BY ONEIDA COUNTY & ONEIDA NATION**

We, the Oneida Nation Representative and the Oneida County Executive, hereby certify pursuant to section 1(b) of the Agreement between Oneida County New York and the Oneida Nation executed on [date]:

1. The State of New York has taken all of the actions described in section 6 of the Agreement.

2. Oneida County has executed and delivered to the Nation the following documents referenced in subsection 3(b) of the Agreement:

(i) a stipulation in the form attached to the Agreement as Exhibit D, in the tax certiorari cases pending in New York Supreme Court for Oneida County entitled *Oneida Indian Nation v. Town of Vernon*, RJI No. 32-05-740 and RJI No. 32-05-741; *Oneida Indian Nation v. Town of Vienna*, RJI No. 32-05-754; *Oneida Indian Nation v. Town of Verona*, RJI No. 32-05-738 and RJI No. 32-05-759; *Oneida Indian Nation v. City of Sherrill*, RJI No. 32-05-761; *Oneida Indian Nation v. Town of Augusta*, RJI No. 32-05-760;

(ii) a stipulated order in the form attached to the Agreement as Exhibit E, dismissing the County's complaint and all of its claims in *State of New York, et al. v. Kenneth L. Salazar, et al.*, No. 6:08-CV-00644 (LEK/GJD);

(iii) a dismissal agreement in the form attached to the Agreement as Exhibit F, dismissing the County's tax foreclosure appeal pending in the United States Court of Appeals for the Second Circuit in *Oneida Indian Nation v. Oneida County*, No. 06-5515-cv (CON); and

(iv) a Deputization Agreement, executed by the Oneida County Sheriff, in the form attached to the Agreement as Exhibit K.

3. The United States District Court for the Northern District of New York has approved the Agreement and entered the stipulated order of dismissal as set forth and according to the terms in section 8 of the Agreement.

COUNTY OF ONEIDA

ONEIDA NATION OF NEW YORK

By: \_\_\_\_\_  
Anthony Picente  
County Executive

By: \_\_\_\_\_  
Ray Halbritter  
Nation Representative

Executed on \_\_\_\_\_

Executed on \_\_\_\_\_

Exhibit C: Properties Owned by or Held in Trust for the Nation in Oneida County

Oneida Nation Parcel Number	Address	County Tax Map Number
8	Route 365	298.000-1-30.3
9	Route 365	298.000-1-38
10	5218 Patrick Rd.	298.000-1-39
11	Route 365	310.000-1-15.2
12	2262 Route 365	310.000-1-27
13	4677 Route 5	323.000-1-1.3
16	4663 Route 5	323.000-1-2
17	Route 5	323.000-1-1.1
19	5385 Route 31	299.000-1-58.1
20	59 Filley Rd.	322.000-2-19
22	Williams St.	322.000-2-28
23	Route 31	284.000-1-30
24	Route 31	285.000-1-32
25	Route 31	284.000-1-29
26	Germany Rd.	285.000-1-2
27	Germany Rd.	285.000-1-5
28	5858 Germany Rd.	285.000-1-8.1
29	6508 NY Rt. 31	284.000-1-27
30	Route 31	284.000-1-28
31	Route 31	284.000-1-37
32	Miller Rd.	297.000-1-3.1
34	Patrick Rd.	310.000-2-1
35	Germany Rd.	285.000-1-6
36	Tipp St.	284.000-1-18
37	6161 Germany Rd.	270.000-1-34
38	Irish Ridge Rd.	269.000-2-47.1
39	Snyder Rd.	310.000-2-6.2
40	Snyder Rd.	310.000-2-9
41	Spring Rd.	299.000-1-1
42	Spring Rd.	286.000-2-83.6
43	Spring Rd.	286.003-3-42
44	5351 Route 31	299.000-1-57.2
45	5361 Route 31	299.000-1-57.3
46	5375 Route 31	299.000-1-58.3
47	4517 Snyder Rd.	310.000-2-6.1
48	3651 Sullivan Lane	284.000-1-23
49	Conley Rd.	298.000-1-58
50	Irish Ridge Rd.	284.000-1-25.2
51	5383 Route 31	299.000-1-58.2
52	Route 31	283.000-1-5
53	Conley Rd.	298.000-1-57
54	Tipp St.	284.000-1-22
55	6052 Irish Ridge Rd.	284.000-1-24
56	Tipp St.	284.000-1-20
58	5605 Sand Hill Rd.	298.000-1-3
59	3939 Foster Corners Rd.	297.000-1-5.1
59	3939 Foster Corners Rd.	297.000-1-5.2
60	Hill Rd.	298.000-1-50.2
61	4229 Conley Rd.	298.000-1-14
62	5353 Hill Rd.	298.000-1-50.1

Exhibit C: Properties Owned by or Held in Trust for the Nation in Oneida County

Oneida Nation Parcel Number	Address	County Tax Map Number
63	Conley Rd.	298.000-1-56.2
64	Hill Rd.	298.000-1-50.7
65	Conley Rd. to Fox Rd. (Right of Way)	298.000-1-69
66	4591 Snyder Rd.	298.000-1-41.1
66	4591 Snyder Rd.	298.000-1-41.2
67	5187 Rt. 365	310.000-1-61
68	Route 365	298.000-1-43
69	5528 Route 31	299.001-1-35.1
70	5528 Route 31	299.001-1-35.2
71	Route 31	299.001-1-35.3
72	4579 Snyder Rd.	298.000-1-42.2
73	4577 Snyder Rd.	298.000-1-42.1
74	Route 31	299.000-1-56.2
82	W. Seneca St.	322.014-1-23
83	Prospect St.	322.014-1-25
84	Prospect St.	322.014-1-26
86	Beacon Light Rd.	299.000-1-55.2
88	5522 Route 31	299.001-1-36
89	Route 365	298.002-3-15.1
90	3816 Tipp St.	284.000-1-21
91	3816 Tipp St.	284.000-1-19
92	212 Prospect St.	322.015-2-64
92	212 Prospect St.	322.015-2-65
93	W. Seneca St.	322.014-1-24
96	233 West Seneca St.	322.015-2-1
97	6800 NY Rt. 13	252.015-2-31
99	5014 Spring Rd.	286.000-2-83.1
101	5404 Route 31	299.000-1-27
102	5635 Cooper St.	312.000-1-52.1
103	3651 Foster Corners Rd.	297.001-1-8.2
103	3651 Foster Corners Rd.	297.001-1-8.1
104	5467 Cooper St.	312.000-1-65
105	5447 E. Seneca St.	324.013-1-7
106	Route 365	298.000-1-19
107	5199 Hill Rd.	298.000-1-18
108	5490 NY Rt. 31	299.001-1-37
109	Snyder Rd. (North of)	298.000-1-39 (Part of)
110	Route 31	311.000-1-18
112	7 Front St.	323.012-2-9
113	4423 Sholtz Rd.	322.000-1-30
114	Tilden Hill Rd.	299.000-1-2
115	Sarenski Rd.	299.000-1-23.1
116	Tilden Hill Rd.	299.000-1-13
117	Route 31	311.000-2-6.1
118	5085 Townline Rd.	311.000-1-32
118	5085 Townline Rd.	311.000-2-10.1
118	5085 Townline Rd.	311.000-2-11
119	Ottman Rd.	312.000-1-2
121	Doxtater Rd.	238.000-2-5
122	5362 Sand Hill Rd.	297.000-1-15



**Exhibit C: Properties Owned by or Held in Trust for the Nation in Oneida County**

<b>Oneida Nation Parcel Number</b>	<b>Address</b>	<b>County Tax Map Number</b>
123	Route 5 Seneca Turnpike	324.000-1-71
124	5341 Route 31	299.000-1-57.1
125	State St. & Sherrill Rd.	322.015-2-47
125	Route 5	322.015-2-45.1
125	Route 5 (RR Land)	322.015-2-40.3
137	Peterboro Rd.	332.000-1-19.2
137	Peterboro Rd.	332.000-1-20.1
137	Peterboro Rd.	332.000-1-27
138	Route 31	283.000-1-1.3
139	6047 Sterling Rd.	282.000-1-3
140	Sterling Rd.	282.000-1-2.2
140	Route 31	283.000-1-77
140	Route 31	283.000-1-1.2
140	Sterling Rd.	267.000-1-8
140	Sterling Rd.	282.000-1-1
140	Sterling Rd.	267.000-1-5
140	Sterling Rd.	267.000-1-6
140	6153 Sterling Rd.	267.000-1-7
142	6055 Sterling Rd.	282.000-1-2.1
143	5057 Route 365	310.000-1-16
144	W. Main St.	298.002-3-15.3
144	5550 W. Main St.	298.002-3-16
144	5558 W. Main St.	298.002-3-17
147	3674 Foster Corners Rd.	297.000-1-37.1
148	Stoney Brook Rd.	311.000-2-24.1
148	Townline Rd.	311.000-2-24.12
148	Stoney Brook Rd.	311.000-2-24.6
148	Stoney Brook Rd.	311.000-2-24.7
149	5204 Hill Rd.	310.000-1-7
154	4727 Stoney Brook Rd.	311.000-2-26
156	4209 Conley Rd.	298.000-1-56.1
157	Hill Rd.	298.000-1-50.3
158	5559 Cooper St.	312.000-1-62.2
164	5381 Sarenski Rd.	299.000-1-26
165	4536 Snyder Rd.	310.000-2-13
170	Route 5 Seneca Turnpike	324.000-1-70
172	2617 Hatalla Rd	361.000-1-8
172	2617 Hatalla Rd.	361.000-1-1.2
175	5444 East Seneca St.	324.013-1-18
176	5285 Sand Hill Rd	297.000-1-23
176	5286 Sand Hill Rd	297.000-1-16
176	5287 Sand Hill Rd	297.000-1-17
177	4995 Route 365	310.000-1-23
177	4995 Route 365	310.000-1-24
177	4995 Route 365	310.000-1-22
179	4549 Snyder Rd.	310.000-2-8
180	5553 Route 31	298.002-3-22
181	4491 Snyder Rd.	310.000-2-4
182	5126 Snyder Rd.	310.000-2-3.2
183	4609 Verona St. W	323.012-1-39

Exhibit C: Properties Owned by or Held in Trust for the Nation in Oneida County

Oneida Nation Parcel Number	Address	County Tax Map Number
183	4609 Verona St. W	323.008-1-1.1
184	Verona St.	323.000-1-34.3
184	Route 31	323.000-1-34.5
186	Hill Rd.	298.000-1-50.11
186	Hill Rd.	298.000-1-51
187	5236 Hill Rd.	310.000-1-6
188	4501 Snyder Rd.	310.000-2-5
189	5307 Sarenski Rd.	299.000-1-31.2
190	Sarenski Rd.	299.000-1-25
190	5298 Route 31	299.000-1-31.1
192	5126 Patrick Rd.	310.000-2-3.1
193	Route 365	298.002-3-4.3
194	6170 Route 31	285.000-1-31
197	5144 Patrick Rd.	310.000-2-2
199	Route 31	284.000-1-26
201	5308 Townline Rd.	312.000-1-1
202	4529 Snyder Rd.	310.000-2-7
203	Bridge St.	298.002-2-2
203	Bridge St.	298.002-2-1
205	7105 Route 46	239.000-2-31
206	2997 Poppleton Rd.	268.000-1-31
206	Jug Point Rd.	268.000-1-19
220	Dwyer & Carpenter Rds.	270.000-1-23
221	Carpenter Rd.	270.000-1-33.3
222	Carpenter Rd.	270.000-1-35.5
223	Dwyer Rd.	285.000-1-9
224	Dwyer Rd.	285.000-1-10
225	Dwyer Rd.	285.000-1-11
228	6307 Rock Rd.	271.000-3-55.1
230	3687 Foster Corners Rd.	297.000-1-37.2
232	Route 13	252.015-2-46
233	5221 Beacon Light Rd.	299.000-1-50
234	5114 Route 365	310.000-3-48.1
235	7318 Route 31	283.000-1-3
238	5205 Beacon Light Rd.	299.000-1-53
239	5961 Ennis Rd.	283.000-1-7.1
239	NY Rt. 31	283.000-1-6
239	NY Rt. 31	283.000-1-59.1
239	Ennis Rd.	283.000-1-62
240	5493 Cooper St.	324.000-1-7.1
240	5493 Cooper St.	324.000-1-7.2
242	5220 Hill Rd.	310.000-1-8
244	5559 Cooper St.	312.000-1-62.1
244	5559 Cooper St.	312.000-1-63.1
247	5417 Hill Rd.	298.000-1-17
248	5447 Route 31	298.002-3-23
251	7407 Route 31	283.000-1-1.1
252	5249 Willow Place	298.000-1-20
253	5379 Hill Rd.	298.000-1-15
254	5213 Beacon Light Rd.	299.000-1-52

105.

**Exhibit C: Properties Owned by or Held in Trust for the Nation in Oneida County**

<b>Oneida Nation Parcel Number</b>	<b>Address</b>	<b>County Tax Map Number</b>
256	Willow Ave. (Snug Harbour)	252.011-2-2
256	Ording Rd. (Snug Harbour)	252.012-1-1
256	NY Rt. 13 (Snug Harbour)	252.015-2-30
257	Route 31	299.001-1-48.2
259	5662 Irish Ridge Rd.	297.000-1-2
259	5662 Irish Ridge Rd.	297.001-1-5.2
260	5241 Beacon Light Rd.	299.000-1-45
261	4572 Snyder Rd.	310.000-2-16
262	5030 Patrick Rd.	310.000-2-26.2
263	5066 Patrick Rd.	310.000-2-26.1
263	5086 Patrick Rd.	310.000-2-28
264	6591 Blackman Corners Rd.	271.000-3-58
265	Augusta Solsville Rd. & Rt. 26	371.000-2-32.1
265	2290 Augusta Solsville Rd.	371.000-2-31
266	5237 Beacon Light Rd.	299.000-1-46
267	4558 Snyder Rd.	310.000-2-15.1
268	5943 Route 31	298.000-1-12
268	5943 Route 31	298.000-1-13.2
268	5943 Route 31	298.000-1-13.1
268	Germany Rd.	285.000-1-21
268	5943 Route 31	285.000-1-22
269	4584 Snyder Rd.	310.000-2-18
270	Snyder Rd.	310.000-2-27
271	5615 Tilden Hill Rd.	299.000-1-5
272	4788 Route 31	311.000-1-14.2
273	5018 Beacon Light Rd.	310.000-2-24
273	5018 Beacon Light Rd.	310.000-3-52
274	Williams St. & Patrick Rd.	310.000-3-53.3 (Part of)
274	Williams St. & Patrick Rd.	310.000-3-53.3 (Part of)
275	5162 Beacon Light Rd.	311.000-2-25.2
276	Stoney Brook Rd.	311.000-2-24.14
277	4578 Snyder Rd.	310.000-2-17
278	5001 Route 31	311.000-2-21.2
278	5001 Route 31	311.000-2-21.8
279	5441 Tilden Hill Rd.	299.000-1-22.1
280	4546 Snyder Rd.	310.000-2-14
281	W. Seneca St.	322.014-1-22
284	5227 Beacon Light Rd.	299.000-1-49
285	4913 Beacon Light Rd.	310.000-3-53.3 (part of)
286	5982 Route 31	285.000-1-24
287	4552 Snyder Rd.	310.000-2-15.2
292	5400 Sager Rd. (aka Fox Rd.)	298.000-1-59.1
293	5385 Fox Rd.	297.000-1-27.1
294	Fox Rd.	297.000-1-27.3
294	Fox Rd.	297.000-1-27.4
295	5451 Tilden Hill Rd.	299.000-1-21
296	5334 Willow Place	298.000-1-34.1
297	Route 5	322.000-1-67.1
298	4766 Route 31	311.000-1-13 (Part of)
300	5497 Sand Hill Rd.	297.000-1-12.1

**Exhibit C: Properties Owned by or Held in Trust for the Nation in Oneida County**

<b>Oneida Nation Parcel Number</b>	<b>Address</b>	<b>County Tax Map Number</b>
301	5387 Hill Rd.	298.000-1-16
302	5528 NY Rts 365 & 31	299.001-1-48.1
303	5326 Willow Place	298.000-1-34.2
305	NY Rt. 13	252.015-2-34
305	6767 Miller St.	252.015-2-35
306	Mitchell Rd.	300.000-3-7.3
308	Route 13	252.015-2-47
309	7330 Route 31	283.000-1-2
312	4766 Route 31	311.000-1-13 (Part of)
313	5020 Ording Rd.	252.012-1-2
316	4553 Wood Rd.	324.000-1-75.4
316	4553 Wood Rd.	324.000-1-75.2
318	2338 Oneida St.	252.015-2-48.1
319	Rt. 26	371.000-2-30
319	2282 Augusta Solsville Rd.	371.000-2-33
320	4524 Snyder Rd.	310.000-2-12
321	Route 31	284.000-1-32
323	5344 Willow Place	298.000-1-33
324	6762 Miller St.	252.015-2-36
325	7055 Yager Rd.	253.000-1-17.1
325	7055 Yager Rd.	237.000-3-6
325	7055 Yager Rd.	254.000-1-2.1
326	Pioneer Ave.	252.007-3-32.2
326	804 Harbour Dr.	252.007-3-32.272
326	1109 Pioneer Ave.	252.007-3-32.267
326	805 Pioneer Ave.	252.007-3-32.269
326	909 Pioneer Ave.	252.007-3-32.270
326	Pioneer Ave.	252.007-3-29
326	Pioneer Ave.	252.007-3-30
327	Oneida St.	252.012-1-24
328	Route 31	323.000-1-40
328	Cooper St.	323.000-1-45
331	4830 Spring Rd.	286.003-3-47
331	4836 Spring Rd.	286.003-3-44
332	Tipp St.	284.000-1-17
333	5310 Willow Place	298.000-1-35
334	Germany Rd.	Part of 285.000-1-1

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**Exhibit D**

At a Motion Term of the Supreme Court  
Of the State of New York, held in and for  
the County of Oneida, at the Oneida  
County Courthouse, Rome, New York on  
the \_\_\_\_\_ day of \_\_\_\_\_, 2009

**PRESENT: HON. SAMUEL D. HESTER**  
**Supreme Court Justice, Presiding**

STATE OF NEW YORK  
SUPREME COURT COUNTY OF ONEIDA

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In the Matters of the

ONEIDA INDIAN NATION OF NEW YORK,  
  
Petitioner/Plaintiff,

STIPULATION  
& ORDER

-vs-

FRANK LAGUZZA, CARL PERKINS and KEITH PITMAN,  
as Assessors of the TOWN OF VERNON, ET AL.,

Index No.  
CA2005-1543

RJI No.  
32-05-0740

FRANK LAGUZZA, CARL PERKINS and KEITH PITMAN,  
as Assessors of the TOWN OF VERNON, ET AL.,

Index No.  
CA2005-1544

RJI No.  
32-05-0741

DEAN F. BURTH, as Assessor of the TOWN OF VIENNA,  
ET AL.,

Index No.  
CA2005-1545

RJI No.  
32-05-0754

MAURICE WARNER, as Assessor of the TOWN OF  
VERONA, ET AL.,

Index No.  
CA2005-1546

RJI No.  
32-05-0759

108.

KEITH PITMAN, as Assessor of the CITY OF  
SHERRILL, ET AL.,

Index No.  
CA2005-1547

RJI No.  
32-05-0761

AGNES M. WINN, as Assessor of the TOWN OF  
AUGUSTA, ET AL.,

Index No.  
CA2005-1548

RJI No.  
32-0509760

MAURICE WARNER, as Assessor of the TOWN OF  
VERONA, ET AL.,

Index No.  
CA2005-1549

Respondents/Defendants.

For a Judgment pursuant to Article 7 of the Real Property  
Tax Law and Article 78 and Section 2001 of the Civil  
Practice Law and Rules.

RJI No.  
32-05-0738

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### STIPULATION

Pursuant to CPLR section 3217(a)(2), Petitioner Oneida Indian Nation of New York (the "Nation") by its undersigned counsel, and the County of Oneida (the "County") by its undersigned counsel, hereby stipulate and agree as follows:

1. Subject to paragraph 3 below, the Nation withdraws its claims against the County and the County consents to those claims being withdrawn;
2. Each party shall bear its own costs and expenses; and
3. In the event that any of the conditions precedent contained in the Settlement Agreement between the Nation and the County dated \_\_\_\_\_, 2009, are not met or complied with, either party to this Stipulation may make application to this Court to reinstate the parties to their previous status.

Dated: \_\_\_\_\_, 2009

Respectfully submitted,

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Peter D. Carmen, Esq.  
Meghan Murphy Beakman, Esq.  
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Oneida Nation of New York  
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Attorneys for Oneida Indian Nation of New  
York

and

---

David M. Schraver, Esq.  
Nixon Peabody, LLP  
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P.O. Box 31050  
Rochester, NY 14603  
(585) 263-1000

Attorneys for Oneida County

SO ORDERED:

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Hon. Samuel D. Hester  
Justice of the Supreme Court

Dated: June \_\_\_\_\_, 2009  
Rome, New York

110.

**Exhibit E**

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF NEW YORK**

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**COUNTY OF ONEIDA, NEW YORK, et al.,**

**6:08-cv-644 (LEK/GJD)**

**Plaintiffs,**

**v.**

**KENNETH L. SALAZAR, et al.,**

**Defendants.**

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**STIPULATION AND ORDER OF DISMISSAL**

Pursuant to Fed. R. Civ. P. 41(a)(2), Plaintiffs County of Oneida and the State of New York, the federal defendants and defendant-intervenor Oneida Nation of New York, stipulate to the dismissal with prejudice of all claims of Plaintiffs County of Oneida, the State of New York, and Andrew Cuomo and to the dismissal of the County of Oneida, the State of New York, and Andrew Cuomo as parties plaintiff, upon an order of the Court on the terms contained in the form of order set forth below.

Respectfully Submitted,

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///.



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*Attorneys for Oneida Nation of New York*

So Ordered:

Upon consideration of the foregoing stipulation, and finding that there is good cause to grant the stipulated dismissal of plaintiffs County of Oneida and State of New York from this action and of all of their claims in this action, and that it is proper to include certain terms in an order of dismissal, it is, accordingly, ORDERED that:

- (1) the Settlement Agreement attached hereto as Exhibit 1 is APPROVED;
- (2) the terms of the attached Settlement Agreement are incorporated into this Order;

(3) this Court RETAINS JURISDICTION to enforce the Settlement Agreement; and

(4) In the event that any of the conditions precedent contained in the Settlement Agreement are not met or complied with, any party to this Stipulation may make application to this Court to reinstate the action herein.

(5) Plaintiffs County of Oneida and State of New York are DISMISSED AS PARTIES, and their claims are DISMISSED WITH PREJUDICE subject to the terms of paragraph 4 of this Order, and each party to bear its own costs.

SIGNED and ENTERED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

---

Lawrence E. Kahn  
United States District Judge

**Exhibit F**

IN THE UNITED STATES COURT OF APPEALS  
FOR THE SECOND CIRCUIT

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No. 06-5168-cv &  
No. 065515-cv

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ONEIDA INDIAN NATION,

Plaintiff-Appellee,

v.

ONEIDA COUNTY,

Plaintiff-Appellee.

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**DISMISSAL AGREEMENT**

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Pursuant to Fed. R. App. P. 42(b), Appellant Oneida County and Appellee Oneida Indian Nation agree to dismissal of these appeals, each party to bear its own costs and to equally divide fees, if any, that might be due to the Court. Based on this dismissal agreement, the Clerk should, under Rule 42(b), dismiss these appeals.

Further, underlying this dismissal agreement is a Settlement Agreement made between Appellant Oneida County and Appellee Oneida Indian Nation. It resolves all of the tax foreclosure disputes presented in this appeal. Accordingly, there is no longer a live case or controversy, and these appeals are moot.

In the event that any of the conditions precedent contained in the Settlement Agreement are not met or complied with, either party to this Dismissal Agreement may make application to this Court to reinstate the action herein.

Respectfully submitted,

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Peter D. Carmen  
Oneida Nation Legal Department  
Oneida Nation of New York  
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Verona, NY 13478  
(315) 361-8687

Attorneys for Oneida Indian Nation

and

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Rochester, NY 14603  
(585) 263-1000

Attorneys for Oneida County

**Exhibit G: Properties Approved for Trust**

<b>Oneida Nation Parcel Number</b>	<b>Location</b>	<b>County Tax Map Number</b>
8	Route 365	298.000-1-30.3
9	Route 365	298.000-1-38
10	5218 Patrick Rd.	298.000-1-39
11	Route 365	310.000-1-15.2
12	2262 Route 365	310.000-1-27
13	4677 Route 5 West	323.000-1-1.3
16	4663 Route 5	323.000-1-2
17	Route 5	323.000-1-1.1
19	5385 Route 31	299.000-1-58.1
20	59 Filley Rd.	322.000-2-19
22	Williams St.	322.000-2-28
23	Route 31	284.000-1-30
24	Route 31	285.000-1-32
25	Route 31	284.000-1-29
26	Germany Rd.	285.000-1-2
27	Germany Rd.	285.000-1-5
28	5858 Germany Rd.	285.000-1-8.1
29	6508 NY Rt. 31	284.000-1-27
30	Route 31	284.000-1-28
31	Route 31	284.000-1-37
32	Miller Rd.	297.000-1-3.1
34	Patrick Rd.	310.000-2-1
35	Germany Rd.	285.000-1-6
36	Tipp St.	284.000-1-18
37	6161 Germany Rd.	270.000-1-34
38	Irish Ridge Rd.	269.000-2-47.1
39	Snyder Rd.	310.000-2-6.2
40	Snyder Rd.	310.000-2-9
41	Spring Rd.	299.000-1-1
42	Spring Rd.	286.000-2-83.6
43	Spring Rd.	286.003-3-42
44	5351 Route 31	299.000-1-57.2
45	5361 Route 31	299.000-1-57.3
46	5375 Route 31	299.000-1-58.3
47	4517 Snyder Rd.	310.000-2-6.1
48	3651 Sullivan Lane	284.000-1-23
49	Conley Rd.	298.000-1-58
50	Irish Ridge Rd.	284.000-1-25.2
51	5383 Route 31	299.000-1-58.2
53	Conley Rd.	298.000-1-57
54	Tipp St.	284.000-1-22
55	6052 Irish Ridge Rd.	284.000-1-24
56	Tipp St.	284.000-1-20
58	5605 Sand Hill Rd.	298.000-1-3
59	3939 Foster Corners Rd.	297.000-1-5.1

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**Exhibit G: Properties Approved for Trust**

<b>Oneida Nation Parcel Number</b>	<b>Location</b>	<b>County Tax Map Number</b>
59	3939 Foster Corners Rd.	297.000-1-5.2
60	Hill Rd.	298.000-1-50.2
61	4229 Conley Rd.	298.000-1-14
62	5353 Hill Rd.	298.000-1-50.1
63	Conley Rd.	298.000-1-56.2
64	Hill Rd.	298.000-1-50.7
65	Conley Rd. to Fox Rd. (Right of way)	298.000-1-69
66	4591 Snyder Rd.	298.000-1-41.1
66	4591 Snyder Rd.	298.000-1-41.2
67	5187 Rt. 365	310.000-1-61
68	Route 365	298.000-1-43
69	5528 Route 31	299.001-1-35.1
70	5528 Route 31	299.001-1-35.2
71	Route 31	299.001-1-35.3
72	4579 Snyder Rd.	298.000-1-42.2
73	4577 Snyder Rd.	298.000-1-42.1
74	Route 31	299.000-1-56.2
86	Beacon Light Rd.	299.000-1-55.2
88	5522 Route 31	299.001-1-36
89	Route 365	298.002-3-15.1
90	3816 Tipp St.	284.000-1-21
91	3816 Tipp St.	284.000-1-19
99	5014 Spring Rd.	286.000-2-83.1
101	5404 Route 31	299.000-1-27
102	5635 Cooper St.	312.000-1-52.1
103	3651 Foster Corners Rd.	297.001-1-8.2
103	3651 Foster Corners Rd.	297.001-1-8.1
104	5467 Cooper St.	312.000-1-65
105	5447 E. Seneca St.	324.013-1-7
106	Route 365	298.000-1-19
107	5199 Hill Rd.	298.000-1-18
108	5490 NY Rt. 31	299.001-1-37
109	Snyder Rd. (North of)	298.000-1-39 (Part of)
110	Route 31	311.000-1-18
112	7 Front St.	323.012-2-9
113	4423 Sholtz Rd.	322.000-1-30
114	Tilden Hill Rd.	299.000-1-2
115	Sarenski Rd.	299.000-1-23.1
116	Tilden Hill Rd.	299.000-1-13
117	Route 31	311.000-2-6.1
118	5085 Townline Rd.	311.000-1-32
118	5085 Townline Rd.	311.000-2-10.1
118	5085 Townline Rd.	311.000-2-11
119	Ottman Rd.	312.000-1-2
122	5362 Sand Hill Rd.	297.000-1-15

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**Exhibit G: Properties Approved for Trust**

<b>Oneida Nation Parcel Number</b>	<b>Location</b>	<b>County Tax Map Number</b>
123	Route 5 Seneca Turnpike	324.000-1-71
124	5341 Route 31	299.000-1-57.1
137	Peterboro Rd.	332.000-1-19.2
137	Peterboro Rd.	332.000-1-20.1
137	Peterboro Rd.	332.000-1-27
143	5057 Route 365	310.000-1-16
144	W. Main St.	298.002-3-15.3
144	5550 W. Main St.	298.002-3-16
144	5558 W. Main St.	298.002-3-17
147	3674 Foster Corners Rd.	297.000-1-37.1
148	Stoney Brook Rd.	311.000-2-24.1
148	Townline Rd.	311.000-2-24.12
148	Stoney Brook Rd.	311.000-2-24.6
148	Stoney Brook Rd.	311.000-2-24.7
149	5204 Hill Rd.	310.000-1-7
154	4727 Stoney Brook Rd.	311.000-2-26
156	4209 Conley Rd.	298.000-1-56.1
157	Hill Rd.	298.000-1-50.3
158	5559 Cooper St.	312.000-1-62.2
164	5381 Sarenski Rd.	299.000-1-26
165	4536 Snyder Rd.	310.000-2-13
170	Route 5 Seneca Turnpike	324.000-1-70
172	2617 Hatalla Rd	361.000-1-8
172	2617 Hatalla Rd.	361.000-1-1.2
175	5444 East Seneca St.	324.013-1-18
176	5285 Sand Hill Rd	297.000-1-23
176	5286 Sand Hill Rd	297.000-1-16
176	5287 Sand Hill Rd	297.000-1-17
177	4995 Route 365	310.000-1-23
177	4995 Route 365	310.000-1-24
177	4995 Route 365	310.000-1-22
179	4549 Snyder Rd.	310.000-2-8
180	5553 Route 31	298.002-3-22
181	4491 Snyder Rd.	310.000-2-4
182	5126 Snyder Rd.	310.000-2-3.2
183	4609 Verona St. W	323.012-1-39
183	4609 Verona St. W	323.008-1-1.1
184	Verona St.	323.000-1-34.3
184	Route 31	323.000-1-34.5
186	Hill Rd.	298.000-1-50.11
186	Hill Rd.	298.000-1-51
187	5236 Hill Rd.	310.000-1-6
188	4501 Snyder Rd.	310.000-2-5
189	5307 Sarenski Rd.	299.000-1-31.2
190	Sarenski Rd.	299.000-1-25

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**Exhibit G: Properties Approved for Trust**

<b>Oneida Nation Parcel Number</b>	<b>Location</b>	<b>County Tax Map Number</b>
190	5298 Route 31	299.000-1-31.1
192	5126 Patrick Rd.	310.000-2-3.1
193	Route 365	298.002-3-4.3
194	6170 Route 31	285.000-1-31
197	5144 Patrick Rd.	310.000-2-2
199	Route 31	284.000-1-26
201	5308 Townline Rd.	312.000-1-1
202	4529 Snyder Rd.	310.000-2-7
203	Bridge St.	298.002-2-2
203	Bridge St.	298.002-2-1
220	Dwyer & Carpenter Rds.	270.000-1-23
221	Carpenter Rd.	270.000-1-33.3
222	Carpenter Rd.	270.000-1-35.5
223	Dwyer Rd.	285.000-1-9
224	Dwyer Rd.	285.000-1-10
225	Dwyer Rd.	285.000-1-11
228	6307 Rock Rd.	271.000-3-55.1
230	3687 Foster Corners Rd.	297.000-1-37.2
233	5221 Beacon Light Rd.	299.000-1-50
234	5114 Route 365	310.000-3-48.1
238	5205 Beacon Light Rd.	299.000-1-53
240	5493 Cooper St.	324.000-1-7.1
240	5493 Cooper St.	324.000-1-7.2
242	5220 Hill Rd.	310.000-1-8
244	5559 Cooper St.	312.000-1-62.1
244	5559 Cooper St.	312.000-1-63.1
247	5417 Hill Rd.	298.000-1-17
248	5447 Route 31	298.002-3-23
252	5249 Willow Place	298.000-1-20
253	5379 Hill Rd.	298.000-1-15
254	5213 Beacon Light Rd.	299.000-1-52
257	Route 31	299.001-1-48.2
259	5662 Irish Ridge Rd.	297.000-1-2
259	5662 Irish Ridge Rd.	297.001-1-5.2
260	5241 Beacon Light Rd.	299.000-1-45
261	4572 Snyder Rd.	310.000-2-16
262	5030 Patrick Rd.	310.000-2-26.2
263	5066 Patrick Rd.	310.000-2-26.1
263	5086 Patrick Rd.	310.000-2-28
264	6591 Blackman Corners Rd.	271.000-3-58
266	5237 Beacon Light Rd.	299.000-1-46
267	4558 Snyder Rd.	310.000-2-15.1
268	5943 Route 31	298.000-1-12
268	5943 Route 31	298.000-1-13.2
268	5943 Route 31	298.000-1-13.1

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**Exhibit G: Properties Approved for Trust**

<b>Oneida Nation Parcel Number</b>	<b>Location</b>	<b>County Tax Map Number</b>
268	Germany Rd.	285.000-1-21
268	5943 Route 31	285.000-1-22
269	4584 Snyder Rd.	310.000-2-18
270	Snyder Rd.	310.000-2-27
271	5615 Tilden Hill Rd.	299.000-1-5
272	4788 Route 31	311.000-1-14.2
273	5018 Beacon Light Rd.	310.000-2-24
273	5018 Beacon Light Rd.	310.000-3-52
274	Williams St. & Patrick Rd.	310.000-3-53.3 (Part of)
274	Williams St. & Patrick Rd.	310.000-3-53.3 (Part of)
275	5162 Beacon Light Rd.	311.000-2-25.2
276	Stoney Brook Rd.	311.000-2-24.14
277	4578 Snyder Rd.	310.000-2-17
278	5001 Route 31	311.000-2-21.2
278	5001 Route 31	311.000-2-21.8
279	5441 Tilden Hill Rd.	299.000-1-22.1
280	4546 Snyder Rd.	310.000-2-14
284	5227 Beacon Light Rd.	299.000-1-49
285	4913 Beacon Light Rd.	310.000-3-53.3 (part of)
286	5982 Route 31	285.000-1-24
287	4552 Snyder Rd.	310.000-2-15.2
292	5400 Sager Rd. (aka Fox Rd.)	298.000-1-59.1
293	5385 Fox Rd.	297.000-1-27.1
294	Fox Rd.	297.000-1-27.3
294	Fox Rd.	297.000-1-27.4
295	5451 Tilden Hill Rd.	299.000-1-21
296	5334 Willow Place	298.000-1-34.1
298	4766 Route 31	311.000-1-13 (Part of)
300	5497 Sand Hill Rd.	297.000-1-12.1
301	5387 Hill Rd.	298.000-1-16
302	5528 NY Rts 365 & 31	299.001-1-48.1
303	5326 Willow Place	298.000-1-34.2
306	Mitchell Rd.	300.000-3-7.3
312	4766 Route 31	311.000-1-13 (Part of)
316	4553 Wood Rd.	324.000-1-75.4
316	4553 Wood Rd.	324.000-1-75.2
320	4524 Snyder Rd.	310.000-2-12
321	Route 31	284.000-1-32
323	5344 Willow Place	298.000-1-33
328	Route 31	323.000-1-40
328	Cooper St.	323.000-1-45
331	4830 Spring Rd.	286.003-3-47
331	4836 Spring Rd.	286.003-3-44
332	Tipp St.	284.000-1-17

**Exhibit H: Other Nation Properties**

<b>Oneida Nation Parcel Number</b>	<b>Location</b>	<b>Tax Map Number</b>
52	Route 31	283.000-1-5
82	W. Seneca St.	322.014-1-23
83	Prospect St.	322.014-1-25
84	Prospect St.	322.014-1-26
92	212 Prospect St.	322.015-2-64
92	212 Prospect St.	322.015-2-65
93	W. Seneca St.	322.014-1-24
96	233 West Seneca St.	322.015-2-1
97	6800 NY Rt. 13	252.015-2-31
121	Doxtater Rd.	238.000-2-5
125	State St. & Sherrill Rd.	322.015-2-47
125	Route 5	322.015-2-45.1
125	Route 5 (RR Land)	322.015-2-40.3
138	Route 31	283.000-1-1.3
139	6047 Sterling Rd.	282.000-1-3
140	Sterling Rd.	282.000-1-2.2
140	Route 31	283.000-1-77
140	Route 31	283.000-1-1.2
140	Sterling Rd.	267.000-1-8
140	Sterling Rd.	282.000-1-1
140	Sterling Rd.	267.000-1-5
140	Sterling Rd.	267.000-1-6
140	6153 Sterling Rd.	267.000-1-7
142	6055 Sterling Rd.	282.000-1-2.1
205	7105 Route 46	239.000-2-31
206	2997 Poppleton Rd.	268.000-1-31
206	Jug Point Rd.	268.000-1-19
232	Route 13	252.015-2-46
235	7318 Route 31	283.000-1-3
239	5961 Ennis Rd.	283.000-1-7.1
239	NY Rt. 31	283.000-1-6
239	NY Rt. 31	283.000-1-59.1
239	Ennis Rd.	283.000-1-62
251	7407 Route 31	283.000-1-1.1
256	Willow Ave. (Snug Harbour)	252.011-2-2
256	Ording Rd. (Snug Harbour)	252.012-1-1
256	NY Rt. 13 (Snug Harbour)	252.015-2-30
265	Augusta Solsville Rd. & Rt. 26	371.000-2-32.1
265	2290 Augusta Solsville Rd.	371.000-2-31
281	W. Seneca St.	322.014-1-22
297	Route 5	322.000-1-67.1
305	NY Rt. 13	252.015-2-34
305	6767 Miller St.	252.015-2-35
308	Route 13	252.015-2-47
309	7330 Route 31	283.000-1-2
313	5020 Ording Rd.	252.012-1-2

121,

**Exhibit H: Other Nation Properties**

<b>Oneida Nation Parcel Number</b>	<b>Location</b>	<b>Tax Map Number</b>
318	2338 Oneida St.	252.015-2-48.1
319	Rt. 26	371.000-2-30
319	2282 Augusta Solsville Rd.	371.000-2-33
324	6762 Miller St.	252.015-2-36
325	7055 Yager Rd.	253.000-1-17.1
325	7055 Yager Rd.	237.000-3-6
325	7055 Yager Rd.	254.000-1-2.1
326	Pioneer Ave.	252.007-3-32.2
326	804 Harbour Dr.	252.007-3-32.272
326	1109 Pioneer Ave.	252.007-3-32.267
326	805 Pioneer Ave.	252.007-3-32.269
326	909 Pioneer Ave.	252.007-3-32.270
326	Pioneer Ave.	252.007-3-29
326	Pioneer Ave.	252.007-3-30
327	Oneida St.	252.012-1-24
333	5310 Willow Place	298.000-1-35

**EXHIBIT I**

STATE OF NEW YORK

---

No. \_\_\_\_\_

2009-2010 Regular Session

IN ASSEMBLY

[date]

---

Introduced by [XXXXXXXX]

AN ACT to amend the tax law, the real property tax law, the general municipal law, and the alcoholic beverage control law to enable the State to resolve certain disputes with Indian tribes within the State, and to authorize Oneida County to resolve certain disputes with the Oneida Nation.

THE PEOPLE OF THE STATE OF NEW YORK, REPRESENTED IN SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

Section 1. Short title. This act shall be known and may be cited as the Oneida County Settlement Act.

Section 2. Article 28 of the Tax Law is amended to add Section 1112-b to read as follows:

**TAX AGREEMENTS WITH INDIAN NATIONS OR TRIBES.**

(A) FINDINGS AND PURPOSE. THE STATE HAS AN INTEREST IN AMICABLY RESOLVING LONGSTANDING DISPUTES OVER THE COLLECTION OF SALES AND EXCISE TAXES ON THE PURCHASE OF GOODS AND SERVICES TO NON-INDIANS ON LANDS BELONGING TO INDIAN TRIBES OR THEIR MEMBERS. CURRENTLY, TAXES ARE NOT COLLECTED ON SUCH PURCHASES. EXEMPTING SUCH PURCHASES FROM TAXES IMPOSED BY STATE LAW AND BY AUTHORIZED LOCAL LAW IF THE TRIBE IMPOSES ITS OWN TAX EQUAL TO OR GREATER THAN THE TOTAL TAX IMPOSED UNDER STATE AND LOCAL LAW ELIMINATES THE COMPETITIVE ADVANTAGE OF RESERVATION DISTRIBUTORS IN MAKING SALES TO NON-INDIANS WITHOUT IMPINGING ON SALES TO INDIANS.

(B) NOTWITHSTANDING ANY OTHER PROVISION OF LAW, THE GOVERNOR MAY EXECUTE TAX PARITY AGREEMENTS WITH INDIAN TRIBES WITH REGARD TO THE SALES OF GOODS OR SERVICES ON THE TRIBE'S RESERVATION. SUCH TAX PARITY AGREEMENTS SHALL BE DEEMED RATIFIED AND APPROVED UPON THE GOVERNOR'S CERTIFICATION TO THE PRESIDENT PRO TEMPORE OF THE SENATE,

THE SPEAKER OF THE ASSEMBLY, AND SECRETARY OF STATE THAT THE AGREEMENT PROVIDES: (1) THAT THE TRIBE SHALL ENACT AND MAINTAIN IN EFFECT A TRIBAL ORDINANCE IMPOSING A TAX ON A SALE OF GOODS AND SERVICES EQUAL TO OR GREATER THAN THE TOTAL AMOUNT OF TAX IMPOSED ON SUCH SALE UNDER STATE LAW, INCLUDING BUT NOT LIMITED TO ANY TAX AUTHORIZED IN ARTICLES 12-A, 20, 28 OF THE TAX LAW AND ANY LOCAL LAW AUTHORIZED IN ARTICLE 29 OF THE TAX LAW; (2) FOR AN INDEPENDENT AUDIT OF RECORDS OF TAXES COLLECTED ON SALES ON THE RESERVATION; (3) WAIVER OF TRIBAL SOVEREIGN IMMUNITY FOR PURPOSES OF ENFORCEMENT OF THE AGREEMENT BY ARBITRATION OR BY A COURT.

(C) UPON THE RATIFICATION OF A TAX PARITY AGREEMENT AS PROVIDED IN SUBSECTION (A), NOTWITHSTANDING ANY OTHER PROVISION OF LAW, THE TERMS OF SUCH AGREEMENT SHALL TAKE PRECEDENCE OVER THE PROVISIONS OF THIS CHAPTER AND EXEMPT SUCH NATION FROM SUCH TAXES TO THE EXTENT THAT SUCH TAXES ARE SPECIFICALLY REFERRED TO IN THE AGREEMENT, AND THE SALE OR DISTRIBUTION OF GOODS AND SERVICES ON THE NATION'S OR TRIBE'S QUALIFIED RESERVATION SHALL BE IN ACCORDANCE WITH THE PROVISIONS OF SUCH AGREEMENT.

(D) FOR PURPOSES OF THIS SECTION, "QUALIFIED RESERVATION" SHALL INCLUDE LAND OWNED BY A TRIBE WITHIN A RESERVATION AS DESCRIBED IN A TREATY OR AGREEMENT WITH THE STATE OF NEW YORK OR THE UNITED STATES THAT REMAINS IN EFFECT.

Section 3. The tax parity agreement with the Oneida Nation in the form of Exhibit J to the Agreement between Oneida County and the Oneida Nation of New York that is dated May \_\_\_\_\_, 2009, is hereby approved in all respects, including under Tax Law sections 284-e(5) and 471-e(5).

Section 4. Article 2 of the general municipal law is amended by adding a new section 25 to read as follows:

SECTION 25. ONEIDA COUNTY SETTLEMENT ACT.

1. AS USED IN THIS SECTION, THE TERM

A. "COUNTY" SHALL MEAN ONEIDA COUNTY.

B. "ONEIDA NATION" SHALL MEAN THE ONEIDA NATION OF NEW YORK, A FEDERALLY-RECOGNIZED INDIAN TRIBE.

C. "PARTICIPATING COMMUNITIES" SHALL MEAN ALL OF THE CITIES, TOWNS, VILLAGES, AND SCHOOL DISTRICTS LOCATED WITHIN ONEIDA COUNTY.

D. "ONEIDA COUNTY AGREEMENT" SHALL MEAN THE AGREEMENT ENTERED INTO BETWEEN ONEIDA COUNTY AND THE ONEIDA NATION ON [DATE] AND AUTHORIZED AND APPROVED BY THIS ACT.

E. "ONEIDA LAND" SHALL MEAN THE REAL PROPERTY AND IMPROVEMENTS OF THE PARCELS LISTED IN EXHIBIT C TO THE ONEIDA COUNTY AGREEMENT.

2. NOTWITHSTANDING ANY OTHER PROVISION OF LAW, THE ONEIDA COUNTY BOARD OF LEGISLATORS IS AUTHORIZED TO ENACT ANY LOCAL LAW NECESSARY TO IMPLEMENT THE ONEIDA COUNTY AGREEMENT. ANY PROVISION OF LAW INCONSISTENT WITH THE ONEIDA COUNTY AGREEMENT IS HEREBY SUPERSEDED BY THE ONEIDA COUNTY AGREEMENT, BUT ONLY TO THE EXTENT NECESSARY TO IMPLEMENT AND GIVE EFFECT TO THE ONEIDA COUNTY AGREEMENT.

3. ONEIDA COUNTY SHALL HAVE THE POWER, AS PROVIDED IN THE ONEIDA COUNTY AGREEMENT, TO RELEASE, DISCHARGE, OR COMPROMISE ANY TAX, ASSESSMENT, INTEREST, PENALTY OR OTHER CHARGE WITH RESPECT TO REAL PROPERTY OWNED BY THE ONEIDA NATION. NOTWITHSTANDING REAL PROPERTY TAX LAW SECTION 1182 OR ANY OTHER PROVISION OF LAW, THE CONSENT OF A PARTICIPATING COMMUNITY IS NOT REQUIRED IN ORDER TO RELEASE, DISCHARGE OR COMPROMISE SUCH A TAX, ASSESSMENT, INTEREST, PENALTY OR OTHER CHARGE.

4. NOTWITHSTANDING ANY OTHER PROVISION OF LAW, ONEIDA LAND SHALL BE EXEMPT FROM REAL PROPERTY TAXES AND ASSESSMENTS OF ANY KIND.

5. THE PROVISIONS OF ARTICLE 16 OF THE TOWN LAW AND ARTICLE 12-A OF THE GENERAL MUNICIPAL LAW SHALL NOT APPLY TO ANY PROPERTIES OWNED BY THE ONEIDA NATION WITHIN ONEIDA COUNTY. NO PARTICIPATING COMMUNITY SHALL TAKE ANY PLANNING, ZONING OR LAND USE ACTION INCONSISTENT WITH THE ONEIDA COUNTY AGREEMENT.

Section 5. Article 11 of the Alcoholic Beverage Control Law is amended by adding a new section 165 to read as follows:

17-B. PROVISIONS GOVERNING THE ONEIDA NATION.

1. NOTWITHSTANDING ANY OTHER PROVISION OF LAW, THE FUNCTIONS, POWERS AND DUTIES OTHERWISE ASSIGNED TO THE STATE LIQUOR AUTHORITY PURSUANT THE ALCOHOLIC BEVERAGE CONTROL BOARD LAW, INCLUDING SUBSECTIONS 1-4 OF SECTION 17, SHALL BE EXERCISED SOLELY BY THE ONEIDA NATION ALCOHOLIC BEVERAGE CONTROL BOARD WITH REGARD TO THE ONEIDA NATION WITHIN THE ONEIDA RESERVATION .

2. (A) THE ONEIDA NATION ALCOHOLIC BEVERAGE CONTROL BOARD SHALL BE COMPRISED OF THREE MEMBERS WHO SHALL BE SELECTED AS FOLLOWS:

- (I) ONE MEMBER SHALL BE SELECTED BY THE CHAIR OF THE AUTHORITY;
- (II) ONE MEMBER SELECTED BY THE ONEIDA NATION; AND
- (III) ONE MEMBER CHOSEN WITH THE CONCURRENCE OF THE MEMBERS CHOSEN BY THE AUTHORITY AND THE ONEIDA NATION.

(B) EACH MEMBER OF THE ONEIDA ALCOHOLIC BEVERAGE CONTROL BOARD SHALL BE ENTITLED TO HIS EXPENSES ACTUALLY AND NECESSARILY INCURRED BY HIM IN THE PERFORMANCE OF HIS DUTIES.

(C) EACH MEMBER OF THE ONEIDA ALCOHOLIC BEVERAGE CONTROL BOARD SHALL BE COMPENSATED FOR HIS SERVICE AT THE SAME RATE AS [    ].

3. THE ONEIDA NATION SHALL REIMBURSE THE STATE FOR THE SALARIES AND EXPENSES ASSOCIATED WITH THE ACTIVITIES OF THE ONEIDA ALCOHOLIC BEVERAGE CONTROL BOARD.

**Exhibit J**

**Tax Compact**

This is a Compact, effective as of [DATE], between the Oneida Nation of New York, a sovereign Indian nation (“the Nation”), and the State of New York (the “State”) to: (i) resolve a disagreement between them over the taxation of certain sales at retail by the Nation or on its lands; (ii) foster a positive working relationship in matters of mutual interest; and (iii) resolve disputes and disagreements by conducting discussions and reaching agreements on a government-to-government basis.

The State and the Nation agree to the following:

**I. Imposition of Nation Taxes**

A. Tax Parity Generally

The Nation, by ordinance and in accord with the requirements of this Article, agrees to impose the following taxes on all sales of products by Nation retailers to non-Indian purchasers on Nation lands:

1. *Nation Excise Tax*: To the extent that the State, and/or the County of Madison or the County of Oneida (the “Counties”), impose(s) or otherwise charge(s) an excise tax on products sold within the Counties, the Nation shall impose a Nation excise tax on those products sold by Nation retailers, including the Nation and tribal members authorized to sell, on the Nation’s lands to non-Indians. The Nation Excise Tax on these products shall be no less than the amount, in dollars and cents, of the State excise tax on the same products in the same quantities. During the term of this Compact, upon any future increase in the State excise tax on these products, the Nation Excise Tax on the same products in the same quantities shall increase to an amount no less than the new State excise tax. Upon any future decrease in the State excise tax on these products, the Nation Excise Tax on the same products in the same quantities may, at the Nation’s discretion, decrease to an amount no less than the new State excise tax.

2. *Nation Sales Tax*: To the extent that the State and/or the Counties impose(s), charge(s) or otherwise require(s) collection of a sales or compensating use tax on any goods or services sold or provided within the Counties, including but not limited to any taxes authorized by Articles 28 and 29 of the State Tax Law, the Nation shall impose a sales tax on those goods or services sold or provided by Nation retailers, including the Nation and tribal members authorized to sell, on the Nation’s lands to non-Indians. The Nation Sales Tax rate shall be no less than the combined sales tax rate of the State and of the County where the Nation’s lands are located. During the term of this Compact, upon any future increase in the State or either County’s sales or use taxes on particular products or services, the Nation Sales Tax or Use Tax on the same products or services in the same quantities shall increase to an amount no less than the new State sales tax. Upon any future decrease in the State or either County’s sales or use tax on these goods or services, the Nation Sales Tax or Use Tax on the same goods or services in the same



quantities may, at the Nation's discretion, decrease to an amount no less than the new State or County sales or use tax.

**B. Nation Tax Proceeds**

Nation tax revenues shall be devoted exclusively to the provision of governmental programs and services, or to the discharge by the Nation of its governmental obligations.

**C. Exemptions and Exclusions**

Notwithstanding any provision of this Compact, the Nation is authorized to exempt or exclude from the Nation Excise Tax or Nation Sales Tax any sale of products on Nation lands to the Nation, to any entity wholly owned directly or indirectly by it, or to Indian purchasers.

**II. State Taxing of Sales**

In exchange for the Nation's agreement to impose and collect the taxes set forth in Article I, the State agrees that it shall not attempt to impose, enforce or cause to be passed through any existing or future tax or minimum pricing requirement imposed on products, including but not limited to cigarettes and other tobacco products, in connection with their purchase or sale on the Nation's lands.

The taxes referred to in this Article include, but are not limited to, all State and county excise, use, sales, wholesale and other taxes, fees, levies, or assessments that are now imposed or may be imposed in the future on, or in connection with the purchase or sale of cigarettes, including but not limited to the State and county tax on cigarettes and tobacco products as defined in Article 20 of the State Tax Law now in effect and as may hereinafter be amended or superseded; the New York cigarette marketing standards as defined in Article 20-A of the State Tax Law now in effect and as may hereinafter be amended or superseded; and the New York sales and compensating use taxes as defined by Articles 28 and 29 of the State Tax Law now in effect and as may hereinafter be amended or superseded.

The State shall take all actions necessary, including but limited to the passage of legislation and adoption of regulations, to implement this Compact.

If this Compact should terminate for any reason, the State agrees that it shall not seek payment from the Nation, its members, or entities owned by either of any taxes (or associated interest or penalties) in connection with any purchase or sale of cigarettes or any other product prior to the date on which this Compact terminates.

**III. Independent Third Party Auditor**

**A. General**

The purpose of this Article is to provide a process for regular verification of compliance with this Compact.

B. Nation to Contract with Third Party Auditor

The Nation and the State agree that, for the purposes of verifying compliance with this Compact, the Nation shall contract each year with an independent third party auditor to be selected each year by mutual agreement of the parties. The Auditor shall review records on an annual basis, consistent with the Nation's fiscal year, to issue an annual report and certification as provided in this Article. The Nation shall bear the reasonable costs of the auditing services. The Nation and the State shall be entitled to freely communicate with the Auditor.

C. Audit Protocol

To verify compliance with this Compact, the Auditor must adhere to the following protocol:

1. *Period under review:* The Auditor must review records for the fiscal year under audit, and may review records for earlier years that are after the date of the signing of the contract but only as necessary for an internal reconciliation of the relevant books.

2. *Records to be examined:* The Auditor must review records and invoices of products sold, product inventory records, and such additional records as are necessary to verify the retail selling price, including the applicable Nation taxes. Without expanding the record review provided by the previous sentence, the Auditor shall not examine records that do not relate to the stamping, selling, or taxing activities of the Nation, unless a review of the records is necessary to verify the retail selling price, including the applicable Nation taxes.

D. Audit Report and Certification

After each annual audit, the Auditor shall issue an audit report and a certification with respect to compliance with this Compact.

1. *Report.* The annual report shall describe audit in sufficient detail to explain the records reviewed, the volume of annual cigarette sales, and the prices charged and revenues collected, including the volume of Nation tax collected. As often as either wishes, the Department and the Nation may speak with the Auditor about the report and may view the audit report, as well as any underlying documents, at the offices of the Auditor, or at a place agreed to by the Department and the Nation, but they may not copy the report or the underlying documents. In the event of dispute resolution as described below, the relevant mediators and arbitrators have a copy of the report subject to their agreement to maintain its confidentiality, and shall return it to the Auditor at the conclusion of mediation or arbitration. Except as provided in this subparagraph, the Auditor shall keep the report confidential.

2. *Certification.* The Auditor shall provide the New York State Department of Taxation and Finance ("Department") and the Nation with a certified statement that the Auditor finds the Nation to be in compliance with the terms of this Compact or else that the Nation is in compliance except for specifically listed items that are explained in the annual report.

E. Joint Audit Implementation and Review

The Nation and the State shall meet jointly with the Auditor prior to the beginning of each annual audit. The purpose of such meeting will be to discuss the objectives of the upcoming audit, the expectations of the Nation and of the State, the standards to be used in such audit, and any issues regarding conduct of the audit, records pertinent to the audit or the contents of the Auditor's report. Subsequent meetings before and during the audit may be held as required. As soon as practicable after the issuance of the Auditor's certification, the Nation and the State may meet jointly with the Auditor as often as required to review the audit report and discuss any issue of concern.

In the event that either the Nation or the Department disagrees with the Auditor's final report or certification, either party may notify the other of the disagreement and follow the procedures for resolution of the disagreement in Article IV of this Compact.

**IV. Dispute Resolution**

The Nation and the State wish to prevent disagreements and violations whenever possible, and to quickly and effectively resolve disagreements and violations when they arise. The Nation and the State agree that, to the extent possible, informal methods shall be used before engaging in the formal processes provided by this Article.

As used in this Article, "days" means calendar days, unless otherwise specified.

A. Notification of Violation

If either the State or the Nation believes a violation of the Compact has occurred, it shall notify the other in writing. The notice shall state the nature of the alleged violation and any proposed corrective action or remedy. The State and the Nation agree to meet within 14 days of receipt of the notice, unless a different date is agreed to by both. The purpose of the meeting will be to attempt to resolve between themselves the issues raised by the notice of possible violation and to provide an opportunity to implement any agreed corrective action.

B. Mediation

If the State and the Nation are unable to resolve a disputed issue through joint discussions, either may request mediation by giving a written mediation demand to the other. Good faith mediation shall be a condition precedent to dispute resolution by arbitration.

The State and the Nation shall first attempt to agree on a mediator. If they cannot agree on a mediator within 30 days of written demand, a three-person mediation panel shall be used and shall be selected as follows: The State shall select a mediator, the Nation shall select a mediator, and those two mediators shall jointly select a third mediator.

The mediator or mediators shall have a copy of the relevant Report of the Auditor, and of any underlying documents provided by the Auditor. The mediator or mediators shall hold the

Report and all underlying documents confidential, shall not copy them, and shall return them to the Auditor at the conclusion of the mediation.

The State and the Signatory Nation engaged in mediation shall share equally the costs of mediation.

C. Arbitration

If mediation does not resolve the disputed issues within 90 days of the mediation demand, either the State or the Nation may request that any unresolved issues be submitted to binding arbitration by submitting a written arbitration demand to the other.

Upon receipt of an arbitration demand, the parties shall proceed to select an arbitrator or, in the alternative, a three-person arbitration panel, by the same method as mediators are selected. The arbitrator shall establish a timeline to ensure an arbitration decision is reached no later than four months from the date of the arbitration demand.

The arbitrator or arbitrators shall have a copy of the relevant Report of the Auditor, and of any underlying documents provided by the Auditor. The arbitrator or arbitrators shall hold the Report and all underlying documents confidential, shall not copy them, and shall return them to the Auditor at the conclusion of the mediation.

Any corrective action ordered by the arbitrator must be taken no later than 30 days after issuance of the arbitrator's decision, unless a different time for compliance is specified in the arbitrator's decision.

The State and the Nation engaged in arbitration shall share equally the costs of arbitration.

D. Remedies

Whenever an issue is submitted to mediation or arbitration under this section, the mediators may recommend, or the arbitrators may direct, corrective action to remedy any violation. In no case shall a mediator or arbitrator render an independent recommendation or decision on any issue on which the State and the Nation reach agreement.

Remedies may include: interpretation of the terms of the Agreement, changes in reporting, record keeping, enforcement practices, business practices or similar action, and a monetary award to the State equal to any shortfall in Nation taxation of past cigarette sales during the previous audit period.

Remedies shall not include an award of costs or fees of any kind, or the disclosure of any records not specifically subject to disclosure under this Compact.

The arbitrator or arbitrators shall serve the arbitration award by both FedEx and certified mail, return receipt requested, upon the Nation's General Counsel, [fill in address], and upon the State's Attorney General [fill in address].

**E. Judicial Enforcement of Arbitration Award**

Within sixty (60) days of issuance and service of any arbitration award, either the Nation or the State may initiate a civil action in the United States District Court for the Northern District of New York, but not in any other court, seeking to enforce, modify or set aside the award. Such civil action shall be governed by the Federal Arbitration Act, and the case law that has developed under it.

**F. Limited Waiver of Sovereign Immunity**

Solely for the limited purpose of enforcing this Compact by mediation, arbitration or an action to compel mediation, arbitration or arbitration or to enforce, modify or set aside an arbitration award, all as governed and limited by the specific terms of this Compact, either by the Nation against the State or vice versa, both the Nation and the State waive any immunity either has under federal, state or Nation law with regard to a proceeding or an action initiated by the other. This limited waiver does not benefit or provide any rights whatever to any third party or non-party.

**V. Agreements with Other Nations or Tribes**

In the event that another Indian nation or tribe enters into an agreement with the State regarding sales, use, wholesale, excise taxes or any other similar category of taxes – whether called a tax parity agreement, a minimum pricing agreement, a price differential agreement or something else – the State shall provide a copy thereof to the Nation within five (5) days after its execution, and in no event later than its effective date, and the Nation may, at its option, upon notice to the State, identify the provisions of such agreement that, as of the date of notice from the Nation to the State, shall be incorporated into and amend or replace the terms of this agreement.

**VI. Change of Law**

If there is a change in New York State law or regulations governing the pricing or taxation of cigarettes, the Nation may commence, and the State is obligated to participate in, good faith negotiations to amend the Compact or, at the Nation's election, the Nation may terminate this Compact. For the purposes of this Article, a change in law shall include, but is not limited to, the elimination or modification of mandatory minimum cigarette sale prices, a change in the formula governing minimum cigarette sale prices, a change to the provisions of the State tax law governing taxation of cigarette sales or a change in the sales, use or other taxes applicable to cigarettes.

**VII. Integrated Document**

This Compact is an integrated document setting forth all of the obligations of the parties, on to the other, with respect to the taxes addressed herein. There are no other agreements, understandings, statutory or regulatory obligations, or representations that govern the rights and duties of the parties with respect to the taxes addressed in this Compact.

{Signature blocks}

**Exhibit K**

**ONEIDA COUNTY-ONEIDA INDIAN NATION**

**SPECIAL DEPUTIZATION AGREEMENT**

WHEREAS the County of Oneida (“the County”) and the Oneida Nation of New York (“the Nation”) are interested in assuring public safety through law enforcement effective to serve the needs of their respective county residents and Nation member; and

WHEREAS the Nation has or may come into actual possession of land in the County of Oneida held by the Nation through fee ownership or through lease or rental, some of which the Secretary of the Interior has agreed or may in the future agree to hold in trust in the name of the United States for the Nation pursuant to 25 U.S.C. § 465; and

WHEREAS the Nation’s land includes the land upon which the Turning Stone Resort & Casino is built, a business operation used in significant numbers by County residents and visitors to the County; and

WHEREAS the Nation by Ordinance has established a Police force comprised of trained, qualified personnel; and

WHEREAS it is in the public interest for the Nation Police to enforce the laws of the State of New York in appropriate circumstances;

NOW, THEREFORE, the Oneida County Sherriff and the Nation agrees as follows:

1. For the purpose of special deputization under this agreement, the “geographic area of employment,” as that term is used in the Criminal Procedure Law, of

the Oneida Police shall be land in the County of Oneida actually possessed by the Nation as a result of fee ownership or pursuant to lease or rental, and land held in trust for the Nation by the United States. This area includes but is not limited to the Turning Stone Resort & Casino.

2. The Oneida County Sheriff will provide a letter specially deputizing qualified officers of the Nation Police upon a request in writing from the Nation's Commissioner of Public Safety. A qualified officer shall be defined herein as an officer previously certified by the New York State Division of Criminal Justice Services ("DCJS") or an officer federally deputized to hold a Special Law Enforcement Commission by the United States Department of the Interior pursuant to Section 2801 of Title 25 of the United States Code and to federal regulations, including those at 69 Fed. Reg. 6, 321 (Feb. 10, 2004) and FR Doc. 04-2842. For the purposes of this Agreement, a specially deputized officer shall be a police officer as that term is defined in CPL § 1.20(34)(b).

3. Nation Police officers acting pursuant to their deputization under this agreement shall act within the requirements of CPL § 140.10 to make arrests for violations of the laws of the State of New York.

4. Upon making an arrest pursuant to the special deputization in this agreement, a member of the Nation Police shall follow the procedures specified in CPL §§ 120.90 and 140.20 or shall deliver the arrested person promptly to an appropriate Oneida County Deputy Sheriff. The Nation commits that members of the Nation Police involved in any arrest will promptly provide all relevant information required for booking, charging, or trial and will appear as witnesses at trial if called.



5. Any deputization made pursuant to this agreement shall expire upon the termination of any officer's employment by the Nation Police.

6. Nothing in this agreement shall operate or be construed to make either the County of Oneida or the Oneida County Sheriff responsible for providing or bearing the expense of providing any employment benefits or entitlements to members of the Nation Police specially deputized under the terms of this agreement, including but not limited to worker's compensation, line of duty injury benefits and personal liability protection.

7. It is understood by the parties that nothing contained in this agreement shall operate to exclude any federal, state, local or Nation law enforcement agency from exercising its lawful and proper jurisdiction at any place or time. Both the Oneida County Sheriff and the Nation Police shall be free to request assistance from or provide assistance to any other federal, state or local law enforcement agency at any place or time.

8. The Nation agrees to defend and indemnify the County of Oneida and the Oneida County Sheriff in the event and to the extent that any claim, action or lawsuit is brought against either of them, or any of their officers, deputies, agents, servants or employees, if such claim, action or lawsuit arises out of the act or omission of any member of the Nation Police specially deputized hereunder, but there shall be no such defense or indemnity to the extent that any such claim, action or lawsuit arises out of the negligent, intentional or otherwise wrongful act or omission of the County of Oneida, the Oneida County Sheriff, or any of their officers, deputies, agents, servants or employees.

9. The Nation agrees to waive its sovereign immunity, but only as explicitly described and limited herein, as to any arbitration by the County, the Oneida County Sheriff or any of their officers, deputies, agents, servants or employees, to specifically enforce this agreement or their rights to defense or indemnity under this agreement, and as to any monetary claim but only to the extent of the insurance coverage required under this agreement, beyond which there is no waiver of sovereign immunity. The Nation further waives its immunity to an action in the United States District Court for the Northern District of New York to enforce any arbitration award made under the arbitration provisions in this agreement. The Nation expressly does not waive sovereign immunity as against any dispute other than a dispute arising under this agreement or as against any other persons or entities other than the County of Oneida, the Oneida County Sheriff and their officers, deputies, agents, servants or employees. As to all other persons or entities and all other claims, the Nation expressly reserves its sovereign immunity.

10. The Nation agrees to provide the Oneida County Attorney with proof of liability insurance coverage up to one million dollars per occurrence, satisfactory to the Oneida County Attorney, wherein the County of Oneida and the Oneida County Sheriff are named as additional insureds for the purpose of protecting the insureds against liability on claims, actions and lawsuits for personal injuries, property damage and civil rights deprivations arising out of the acts or omissions of any member of the Nation Police.

11. All disputes related to the subject matter of this Agreement shall be subject to mandatory arbitration under the Commercial Arbitration Rules of the American Arbitration Association.

12. This Agreement may be terminated only by the mutual agreement of the parties, expressed in a writing signed by the parties. However, the defense and indemnification obligations relating to acts or omissions prior to termination of the agreement shall survive such termination.

13. Nothing in this agreement creates any third-party beneficiaries or third-party rights.

14. This agreement may be executed in two counterparts.

15. This is a fully integrated agreement containing all of the agreements of the parties.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

Oneida Nation of New York  
By: Ray Halbritter,  
Nation Representative

Daniel G. Middaugh  
Oneida County Sheriff.

\_\_\_\_\_

\_\_\_\_\_

## Per Capita Distribution

### City:

2,575,753 Utica  
1,484,272 Rome  
133,648 Sherrill

### Town:

751,861 New Hartford  
402,134 Marcy  
380,050 Whitestown  
347,647 Kirkland  
291,970 Lee  
272,860 Verona  
263,602 Westmoreland  
201,640 Vienna  
176,839 Paris  
165,882 Deerfield  
164,310 Floyd  
150,890 Vernon  
149,107 Trenton  
125,537 Annsville  
114,580 Camden  
103,368 Boonville  
86,168 Western  
79,628 Marshall  
71,857 Forestport  
62,131 Remsen  
53,850 Augusta  
49,773 Steuben  
48,456 Sangerfield  
46,376 Bridgewater  
46,121 Florence  
30,790 Ava

### Village:

167,453 Whitesboro  
135,517 New York Mills  
113,603 Yorkville  
98,951 Camden  
90,798 Boonville  
82,898 Clinton  
80,095 New Hartford  
73,088 Waterville  
61,961 Oriskany  
49,051 Vernon  
45,484 Sylvan Beach  
29,643 Oriskany Falls  
26,628 Oneida Castle  
24,589 Bridgewater  
22,551 Remsen  
19,578 Holland Patent  
18,898 Clayville  
14,100 Barneveld  
14,015 Prospect

10,000,000 **Total City, Town & Village**  
5,000,000 **Oneida County**  
15,000,000 **Grand Total**

139.

## Property Tax Distribution

Grand Total	\$15,000,000
less: Oneida County Receivable	5,940,000
Residual	9,060,000

### Residual Allocation based on Tax bill Generation (1995-2008):

VVS School	6,200,000
Oneida County	2,100,000
Town of Verona	650,000
Oneida Central School	67,000
Madison Central School	10,000
Village of Vernon	10,000
Town of Vernon	7,000
Town of Augusta	5,000
Stockbridge Central School	5,000
Village of Sylvan Beach	5,000
Town of Vienna	1,000
Residual*	9,060,000

\*Rounded

# 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

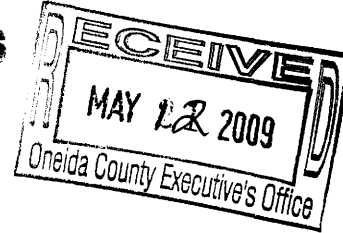
FN 2009-250

May 11, 2009

## PUBLIC WORKS

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

## WAYS & MEANS



RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2009 MAY 12 AM 11:21

Dear County Executive Picente,

The following supplemental appropriation is requested into M5130.251 Automotive Equipment. This will be used to replace some front snow plow assemblies and wings on three 1998 Volvo trucks and snow plow assemblies on three 1999 Internationals. These expenditures are supported by unanticipated revenue in M2822 for FY 2008 in the Road Machinery Fund Balance.

### SUPPLEMENTAL APPROPRIATION TO:

M5130.251 AUTOMOTIVE EQUIPMENT \$ 53,500.00

### SUPPORTED BY:

M909 ROAD MACHINERY FUND BALANCE \$ 53,500.00

I respectfully request that the Public Works and Ways and Means Committees consider this supplemental appropriation with presentation to the Board of Legislators at their regular scheduled meeting.

Sincerely,

A large, stylized handwritten signature in black ink, appearing to read "Dennis S. Davis".

Dennis S. Davis, Deputy Commissioner  
on behalf of  
John J. Williams, Commissioner

DSD/mk

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

A handwritten signature in black ink, appearing to read "Anthony J. Picente, Jr.", written over a horizontal line.

Anthony J. Picente, Jr.  
County Executive

Date 5/12/09

141.