

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

for

**MEMORIALIZING PETITION**

F.N. 2011- 289

**SPONSORS: PATRICIA A. HUDAK, (D-29th), EMIL R. PAPARELLA (R-24<sup>th</sup>)**

**RE: MEMORIALIZING PETITION URGING MULTI-YEAR STATE TAKEOVER OF THE LOCAL SHARE OF MEDICAID**

**READ & FILED**

**WHEREAS, county officials across the state are presently introducing their 2012 budgets; and**

**WHEREAS, these budget decisions are being made under the constraints of the State's new property tax cap; and**

**WHEREAS, when State lawmakers enacted a property tax cap, they pledged to provide mandate relief that would enable and empower local leaders to implement that tax cap locally; and**

**WHEREAS, the mandate relief has not materialized; and**

**WHEREAS, by far, at a local statewide cost of \$7.3 billion, Medicaid is the number one mandate facing counties; and**

**WHEREAS, State Legislation (S5889-B) will require state policymakers to take full fiscal responsibility for New York's largest in the nation Medicaid program, by implementing an eight (8) year takeover of county Medicaid costs; and**

**WHEREAS, removing county taxpayers from the financing of Medicaid is the single most important thing the State Legislature can do to lower property taxes for New Yorkers; and**

**WHEREAS, the State takeover of county Medicaid costs will lead to lower property taxes and enhance New York's economic competitiveness and improve economic opportunities for all New Yorkers; and**

**WHEREAS, state lawmakers can fund the takeover with a combination of Medicaid program reforms, state-derived savings and other spending controls, including, applying MRT (Medicaid Redesign Team) reform savings to mandate relief and pursuing a federal Medicaid waiver to leverage state cost containment initiatives that can be applied to property tax relief and applying future revenues to lowering property taxes and by allowing federal health care reforms to cover New Yorkers; and**

**NOW THEREFORE BE IT HEREBY RESOLVED, that the Oneida County Board of Legislators calls on State lawmakers to keep their promise, and sign on to legislation (S5889-B) designed to provide mandate relief for counties, in the form of an eight-year State takeover of county Medicaid costs.**

**BE IT FURTHER RESOLVED, That the Clerk of the Board shall transmit copies of this memorializing petition to New York State Governor Andrew M. Cuomo, Senator Joseph A. Griffo (R-47), Senator David Valesky (D-49), Assemblyperson Claudia Tenney, (R-115), Assemblyperson Anthony Brindisi, (D-116), William McGee (D-111) and all others deemed necessary and proper.**

ANTHONY R. CARVELLI  
COMMISSIONER

ONEIDA COUNTY

ANTHONY J. PICENTE JR.  
COUNTY EXECUTIVE



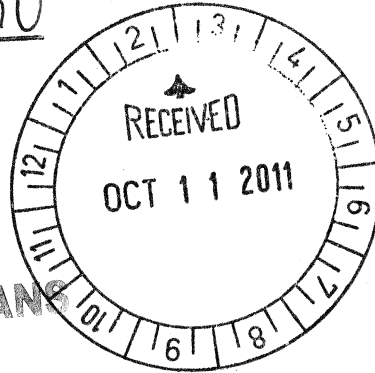
DEPARTMENT OF FINANCE

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

FN 20 11 - 290

October 7, 2011

~~INTERNAL AFFAIRS~~



WAYS & MEANS

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

Dear Mr. Picente:

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

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

NUMBER

AMOUNT

REFUNDS

\$

9

CORRECTIONS

\$3,558.54

Sincerely,

Anthony Carvelli  
Commissioner of Finance

AC:kp  
Enclosure

		ERREOREOUS ASSESSMENTS									
MUNICIPALITY	YEAR	NAME	TAX MAP NUMBERS	TAX UNPAID	AMOUNT TO ADJUST	TAX PAID	AMOUNT REFUND	CORRECT	AMOUNT TO "0"		
Ava	2011	Charles A. Bole, Jr.	2400 77.000-1-14.6 PZ	\$ 645.00	\$ 416.75			\$ 228.25	\$ -		
Ava	2010	Charles A. Bole, Jr.	2400 77.000-1-14.6 PZ	\$ 737.45	\$ 466.55			\$ 270.90	\$ -		
Ava	2009	Charles A. Bole, Jr.	2400 77.000-1-14.6 PZ	\$ 974.06	\$ 585.22			\$ 388.84	\$ -		
Remsen	2011	Herbert & Hazel Black	5289 140.000-1-6 MG	\$ 1,585.40	\$ 830.36			\$ 755.04	\$ -		
Remsen	2010	Dean Bailey	5289 142.002-7-3 PJ	\$ 233.45	\$ 233.45			\$ -	\$ -		
Remsen	2009	Dean Bailey	5289 142.002-7-3 PJ	\$ 250.46	\$ 250.46			\$ -	\$ -		
Remsen	2008	Dean Bailey	5289 142.002-7-3 PJ	\$ 241.56	\$ 241.56			\$ -	\$ -		
Remsen	2007	Dean Bailey	5289 142.002-7-3 PJ	\$ 268.98	\$ 268.98			\$ -	\$ -		
Remsen	2006	Dean Bailey	5289 142.002-7-3 PJ	\$ 265.21	\$ 265.21			\$ -	\$ -		
			TOTAL:	\$ 265.21	\$ 3,558.54		\$ -	\$ -	\$ -		

# 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

GAYLE D. JONES, PhD, MPH, CHES  
DIRECTOR OF HEALTH

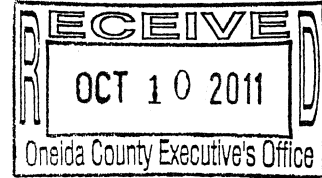
## ADMINISTRATION

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

October 5, 2011

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

FN 20 11-291



## PUBLIC HEALTH

### WAYS & MEANS

Dear Mr. Picente:

The *Women, Infants, and Children (WIC) Program* is a grant funded program that provides services to income eligible clients who are found to be at nutritional risk.

The WIC program had three full time Nutrition staff retire in December 2010. We also had one clerical staff person retire in June of 2011. The retirements resulted in less than anticipated personal expenditures. A line interchange request to use these funds for other Program purposes were approved by the State WIC Program and will be fully reimbursed.

Two new permanent WIC sites were opened this contract year including Utica in January of 2011 and Rome in June of 2011. Office furniture and supplies to accommodate the new spaces and allow us to provide services as directed by the State WIC Program is needed.

We are, therefore, requesting the following transfer for the **2011** fiscal year:

**From:** A4082.101 – Salaries..... \$14,695.00

**To:** A4082.446 – Medical Supplies ..... \$ 3,578.00  
A4082.211 – Office Equipment .....\$11,117.00

Please request the Board of Legislators to act upon the above-mentioned transfer.

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

Sincerely,

Gayle D. Jones, Ph.D., MPH, CHES  
Director of Health

cc: T. Keeler, Director of Budget  
T. Engle, Fiscal Services Administrator



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

Anthony J. Picente, Jr.  
County Executive

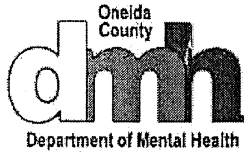
Date 10/11/11

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Anthony J. Picente, Jr., County Executive

Linda M. Nelson, Commissioner



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

FN 20 11 - 292

235 Elizabeth Street  
Utica, New York 13501

September 26, 2011

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

**PUBLIC HEALTH  
WAYS & MEANS**



Dear Mr. Picente:

The following Department of Mental Health accounts have state aid funds in excess of the budgeted 2011 amounts. These funds are currently held in the OMH Revenue Account and OPWDD Revenue Account, and need to be transferred to the Appropriations Accounts.

In addition, the OPWDD Revenue Account does not reflect the State Aid Award Letter Amount, because it was awarded after the passing of the 2011 County Budget.

We request that these adjustments be made to the following Appropriation Accounts **for the 2011 supplemental appropriations:**

AA# A4310.49516 – Mental Health Administration – Association for Retarded Citizens (ARC)	\$8,386.00
AA# A4310.49523 – Mental Health Administration – Catholic Charities Expense.....	\$20,101.00
AA# A4310.49524 – Mental Health Administration – Central Association For The Blind ..	\$6,595.00
AA# A4310.49526 – Mental Health Administration – Neighborhood Center.....	\$43,045.00
AA# A4310.49527 – Mental Health Administration – Legal Aid Society .....	\$955.00
RA# A3492 – State Aid – OPWDD – Revenue .....	\$9,687.00
<b>These supplemental appropriations will be fully supported by revenue currently held in:</b>	
RA# A3490 – State Aid – OMH – Revenue.....	\$69,395.00
RA# A3492 – State Aid – OPWDD – Revenue .....	\$9,687.00

**There will be no additional cost to the County required in support of this request. All funds are paid by the State Office of Mental Health and the State Office of Persons with Developmental Disabilities.**

Respectfully submitted,

*Linda M. Nelson*  
Linda M. Nelson  
Commissioner of Mental Health

CC: Tom Keeler, Budget Director

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

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

Date 10/11/11



Office of the Sheriff County of Oneida  
Robert M. Maciol, Sheriff

Robert S. Swenszkowski, Undersheriff  
Elizabeth A. Gustafson, Chief Administrator

Jonathan G. Owens, Chief Deputy  
Gabrielle O. Liddy, Chief Deputy

FN 20 11-293

September 28, 2011

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

PUBLIC SAFETY



WAYS & MEANS

Dear County Executive Picente:

The Sheriff's Office is requesting approval of the attached contract with Oneida-Herkimer-Madison BOCES Safe Schools/Healthy Students Initiative. This contract will pay for (2) Deputies currently used as School Resource Officers. Both School Resource Officer positions are already incorporated and funded in the 2011 budget.

If you find the enclosed contract acceptable, I am requesting your approval by way of signature. I would like to thank you for your time and diligent attention to this matter in advance. If you have any questions, require clarification or seek additional information from me in order to help you make a decision regarding my request, please do not hesitate to contact me at any point in time.

Sincerely,

Robert M. Maciol  
Sheriff

**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

**Oneida County Department/Office:** Sheriff's Office

**Competing Proposal:**  
**Only Respondent:**  
**Sole Source RFP:**  
**Other: X (Revenue)**

**ONEIDA COUNTY BOARD OF LEGISLATORS**

**Name of Proposing Organization:** Oneida Herkimer Madison BOCES

**Providing Service to:** Holland Patent, Remsen, Waterville, Whitesboro, and NY Mills School Districts

**Title of Activity or Service:** School Resource Officer

**Proposed Dates of Operation:** September 7, 2011 – June 30, 2012

**Client Population/Number to be Served:** Students and Families grade 6-12 at the Middle and High School buildings

**Summary Statements**

**1) Narrative Description of Proposed Services:** Assignment of (2) School Resource Officers in the Middle and High School Buildings of Holland Patent, Remsen, Waterville, Whitesboro, and NY Mills School districts to provide law enforcement and other appropriate services.

**2) Program/Service Objectives and Outcomes:** To have (2) Sheriff's Deputies available having the skills, expertise, and authority to provide needed law enforcement/ related services in this setting and to serve as a role model for students. This service will promote the safety of students and teachers.

**3) Program Design and Staffing:** (2) Full time School Resource Officers placed

**Total Funding Requested:** \$187,000 Account# A3120 Expense

**Account #:** A2735 (Revenue)

**Oneida County Dept. Funding Recommendation:** Recommend Funding

**Proposed Funding Sources (Federal \$/ State \$/County \$):** Holland Patent, Remsen, Waterville, Whitesboro, and NY Mills School Districts

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

**Past Performance Data:** Good Relationship

**Oneida County Department/Office Staff Comments:**

# School Resource Officer

## Agreement for Services Contract Addendum

THIS AGREEMENT, made and entered into, by and between **Oneida County Sheriff Office**, an agency of the county of Oneida, New York (hereinafter called "Contractor") and the **Oneida-Herkimer-Madison Board of Cooperative Educational Services** (hereinafter called "BOCES") **Safe Schools/Healthy Students Initiative**.

WHEREAS, BOCES Safe Schools/Healthy Students Initiative has need for a more intensive and coordinated approach to creating a safe and secure setting for the educational process to take place, and

WHEREAS, BOCES Safe Schools/Healthy Students Initiative desires to engage the services of a School Resource Officer to deal with the problems that occur within the school environment, and

WHEREAS, the Contractor is desirous to provide personnel to BOCES Safe Schools/Healthy Students Initiative to be utilized as School Resource Officer(s) at the times and places hereinafter indicated, and

WHEREAS, the parties agree that the parties' goals are the following:

1. Establish a multidisciplinary team consisting of experienced and trained personnel from law enforcement and the staff of BOCES Safe Schools/Healthy Students Initiative,
2. Increase the physical presence of a School Resource Officer within the BOCES Safe Schools/Healthy Students Initiative participating components districts,
3. Decrease the number of incidences involving outside police intervention at the above named facilities,
4. Increase a sense of safety and order within the school setting,
5. Provide counseling and advice to troubled students and staff,

NOW, THEREFORE, in exchange for the consideration hereinafter stated:

1. BOCES, hereby agrees to secure the services of the Contractor and Contractor agrees to provide to BOCES Safe Schools Healthy Students Initiative the services of two sheriff deputy's who will serve as School Resource officers from **September 7, 2011 to June 30, 2012** to be assigned as to the participating component Districts: Holland Patent Central, Remsen Central,



Waterville Central, New York Mills Union Free School and Whitesboro Central School District.

2. The Contractor agrees to have an officer(s) on site at the BOCES participating components districts mutually agreed upon for a total of up to 35 hours per week.
3. The School Resource Officer(s) will wear the Contractor's department uniform including sidearm in an authorized holster when appropriate.
4. The Contractor will provide substitute coverage when the designated officer(s) is absent. To the extent possible, the designated officer's substitutes shall be limited in number to afford student and staff familiarity.
5. The Contractor agrees that the general duties and responsibilities of the officer(s) when working as School Resource Officer at each of the facilities will be as follows:
  - Provide for the security and safety of all students, staff, and visitors, protect school property and maintain order in and around the school site.
  - Provide intervention between students and/or staff using appropriate techniques to calm and control situations.
  - Under the supervision of the Principal or designee, investigate all crimes and incidents occurring on and in the vicinity of school grounds. Provide the appropriate documentation for such investigations.
  - Report all violations of law, school rules, regulations or policies to school administration.
  - Enforce New York State laws, rules and regulations.
  - Act as a liaison with police and fire officials.
  - Advise school administration of any circumstance or situations that may create a potential for harm to persons, or damage to, or loss of property.
  - Screen all persons entering the building or school grounds. Take necessary action to prohibit loitering and trespassing on school grounds.
  - Become familiar with all hidden recesses in the building and check them periodically.
  - Become familiar with Student Code of Conduct, particularly prohibited items: cellular telephones, pagers, walkmans, wearing of hats, etc. Take required action to enforce the Code of Conduct and/or seize prohibited items.
  - Enforce Code of Conduct.
  - Maintain post integrity. Be highly visible at all times and refrain from unnecessary fraternization with other officers/employees.
  - Report for duty in a timely manner. If unable to work, give prior notification to BOCES Safe Schools/Healthy Students Initiative and Contractor to make sure that a substitute has been arranged.
  - Question any individual not having appropriate identification who appears to be a student to ascertain his/her status.

- Act as a mentor to students by maintaining a casual relationship with students; attempt to develop a rapport with students.
  - Develop a common working relationship with the staff.
  - Report directly to the Principal or his/her designee.
  - When requested, participate in meetings with school officials, parents or the School Board to assist in dispute resolution and/or in developing policy and procedures concerning school safety.
6. The designated School Resource Officer(s) and any substitute officers are not employees of BOCES as that term is commonly understood and, therefore, it is expressly understood that BOCES is not responsible for any worker's compensation, disability or medical insurance coverage for said officer(s).
  7. Any investigations, arrests, interviews, or other matters that require additional time at the BOCES over and above the agreed upon seven (7) hours per day per officer will be provided to BOCES at no additional charge by the Contractor.
  8. The parties agree that all information exchanged is considered confidential under Federal and New York State Law and will be used only for the purpose outlined in the Contract.
  9. The Contractor and any subsequent substitute(s) shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection from an HIV – related test.

The Contractor and any other substitute officers from Oneida County Sheriff Office agrees that their staff to whom confidential HIV – related information may be given as a necessity for providing services and in accordance with 403 of Title 18 NYSDSS regulation and Section 2782 of the Public Health Law are fully informed of the penalties and fines for disclosure in violations of State Law and Regulations.

The Contractor and any substitute contractor must include the following written statement when disclosing any confidential HIV – related information.

“This information has been disclosed to you from confidential records which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure.”

10. It is understood by BOCES and the Contractor that the Oneida County Sheriff Office, Oneida County, NY (the police department source for School Resource Officer candidates) will retain tactical control of the officer(s). When the School Resource Officer(s) becomes aware of any illegal activity,

he/she will then function as an Oneida County Sheriff Deputy with respect to the investigation and prosecution of such illegal activity.

11. BOCES shall hold the Contractor and the designated School Resource Officer(s) harmless from any action, suit or claim that arises from the reasonable performance of duties by the designated officer as a School Resource Officer. BOCES shall not be responsible for grossly negligent conduct, conduct performed outside the scope of the School Resource Officer's duties or conduct occasioned by the School Resource Officer's actions as an Oneida County Sheriff as indicated in Paragraph "10" above.
12. Notwithstanding any other provision of this Agreement, the School Resource Officer(s) shall comply with all N.Y.S. Laws, rules and regulations governing the supervision of students and BOCES including the appropriate application of corporal punishment.
13. The parties agree that the Contractor shall be paid the sum of **\$187,500 per year** for 2011-2012.
14. The rate of pay and fringe is paid at the currently negotiated employee contract for the Contractor's police department and may change upon any future signed employee contract upon BOCES' Safe Schools/Healthy Students Initiative receipt of statement of applicable salary and fringe charges. BOCES agrees to pay the Contractor on a quarterly basis upon presentation of a Billing Statement, listing the Contract number, Contract name, and any attached date including the date and times worked by the School Resource Officer(s).

BOCES agrees to pay the Contractor a stipend amount of **\$37,500** per district served. Total hours of service are to be mutually determined by the Oneida County Sheriff Department and the BOCES. Any time spent by a School Resource Officer that is not related to the interest of the BOCES Safe Schools/Healthy Students Initiative will not be reimbursed. Any expenses or financial obligations made by a School Resource Officer without the prior approval of the BOCES' Safe Schools/Healthy Students Project Director will become the responsibility of the Contractor. Any time spent at the participating component districts over and above the contractually agreed upon hours per week will not be billed to BOCES Safe Schools/Healthy Students Initiative unless prior approval for this expenditure is granted by an authorized agent of BOCES.

In the event of injury occurring to the School Resource Officer(s) while working for BOCES, BOCES will pay \$50.00 per day up to a maximum of seven (7) days for such period that the School Resource Officer is unable to work due to such injury.

15. The parties agree that all records must be available for a period of four (4) years and must be made available for audit by the New York State



# Oneida County Department of Public Works

ANTHONY J. PICENTE JR.  
County Executive

JOHN J. WILLIAMS  
Commissioner

6000 Airport Road  
Oriskany, New York 13424  
Phone: (315) 793-6200  
Fax: (315) 768-6299

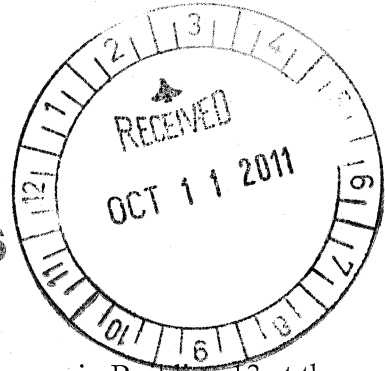
DIVISIONS:  
Buildings & Grounds  
Engineering  
Highways, Bridges & Structures  
Reforestation

September 21, 2011

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

FN 20 11 - 254

**PUBLIC WORKS  
WAYS & MEANS**



Dear County Executive Picente,

Daimler Chrysler North American Buses (Daimler) currently leases space in Building 13 at the former Oriskany Airfield.

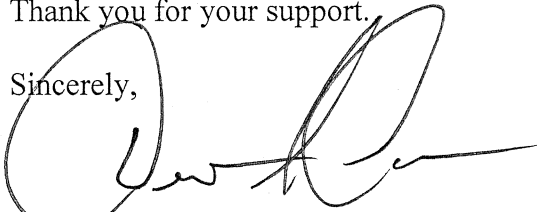
Enclosed is a Fourth Amendment to Lease Agreement that would be effective September 1, 2011 and end on August 31, 2014. This amendment would allow Daimler's continued occupancy of approximately 118,991 square feet of office, manufacturing, and storage space.

Total monthly rent payments from Daimler would initially be \$28,122.46, less any capital improvement credits, and would be reduced accordingly if occupancy were reduced.

If acceptable, please forward the enclosed amendment to the Oneida County Board of Legislators for consideration.

Thank you for your support.

Sincerely,

  
Dennis S. Davis  
Commissioner

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

Oneida County Department: Public Works

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

## Oneida County Board of Legislators Contract Summary

Name of Proposing Organization: **Daimler Busses North America, Inc.**

Title of Activity or Service: **Fourth Lease Amendment**

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

Summary Statements:

1) Narrative Description of Proposed Services:

**Fourth Lease Amendment between Oneida County (Lessee) and Daimler Busses North America, Inc. for office and manufacturing space in Building 13 (Former USAir Hangar) located at the former Oriskany Airfield.**

2) Program/Service Objectives and Outcomes:

**N/A**

3) Program Design and Staffing Level:

**N/A**

Total Funding Requested: **\$337,469.52 (Annual Revenue)**

Oneida County Department Funding Recommendation: **\$337,469.52**

Account # **A1771**

Proposed Funding Source: Federal 0% State 0% County 0%

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

Past Performance Data: **N/A**

Oneida County Department Staff Comments

Fourth AMENDMENT TO LEASE AGREEMENT

THIS Fourth AMENDMENT to Lease Agreement, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the of **County of Oneida**, a municipal corporation organized and existing under the laws of the State of New York, with offices located at 800 Park Avenue, Utica, New York, 13501, hereinafter referred to as "**County**" and **Daimler Buses North America**, a successor in interest to Orion Bus Industries, Inc., with offices located at 165 Base Road, P.O. Box 748, Oriskany, New York, 13424-0748, hereinafter referred to as "**Daimler**".

WITNESSETH

WHEREAS, the County and Daimler, formerly known as Orion Bus Industries, Inc., entered into a lease agreement dated August 14, 2002 ("Original Lease"), Amendment to Lease dated May 30, 2003 ("First Amendment") and Amendment to Lease dated July 14, 2004 ("Second Amendment") and Amendment to Lease dated January 30, 2009 ("Third Amendment") and

WHEREAS, the County and Daimler now wish to further amend the terms of the Original Lease and such First, Second, and Third Amendments by a Fourth Amendment thereto, as set forth herein

NOW THEREFORE, in consideration of the premises, the parties hereto agree as follows:

1. The term "Demised Premises", as previously defined, shall be amended to include all of those shaded areas identified as "Lease Space" on Exhibit "A" to this amendment to lease agreement, which exhibit is attached herewith and made a part hereof this agreement, such areas containing 118,991 sq. ft. of space on the first, second and third floors of the Building identified as Building 13 located on Base Road in Oriskany, New York, to be apportioned as follows:

2.

BUILDING 13	
First Floor	92,974 sf
Second Floor	2,062 sf
Third Floor	16,264 sf
WAREHOUSE	7,691 sf
Total	118,991 sf

Daimler shall also be responsible for "Leased but Unoccupied" Space in Building 13 identified on Exhibit "A" herein, which space is comprised of as follows:

BUILDING 13	
First Floor	2,109 sf
Second Floor	14,987 sf
Total	17,096 sf

Daimler shall not be assessed a fee for "Leased but Unoccupied" space nor will they receive a utility credit for said space. Daimler acknowledges that the County or its assignees will be granted access to this space at all times

In addition, Orion shall lease from the County 288,972 sf of Ramp Space at \$.05 psf., which Daimler shall use for the parking of its buses as depicted on Exhibit "B", attached herewith and made a part hereof this lease amendment. Daimler shall also be permitted to use 12 of the 17 reserved front parking spaces located on Base Road and Daimler shall be given access to the parking lot located on the east side of Base Road for employee parking only.

Collectively such lease, occupied and ramp space shall comprise the "Demised Premises"

3. The lease term set forth in the Original Lease shall be and is amended to provide Daimler with a lease term which shall commence on September 1, 2011 and shall end on August 31, 2014. The parties may agree in writing to renew this lease agreement for one (1) additional term of three (3) years and an annual rental amount of \$3.50 per square foot for occupied space and \$0.05 per square foot for Ramp Space.
4. Daimler agrees to make all the necessary improvements, at Daimler's sole expense, to render the Demised Space suitable to meet their needs as office and research and development prototype production space.
4. The County acknowledges that Daimler has made modifications to the airfield fencing pursuant to standards and dimensions required by the County. Upon expiration or the earlier termination of the lease term herein, Daimler shall, at the County's option and at the County's request, return the airfield fencing to such location and condition as existed prior to the modification mentioned above.



5. The County has permitted Daimler to construct, at Daimler's sole expense, an appropriate door mechanism for the entry of transit buses to the main hangar facility without the necessity of opening the main hangar doors located on the south side of Building 13. Daimler agrees that, upon its vacating the facility, either by termination or expiration of the lease, the main hangar door shall be returned to a good and operable condition, which condition shall be determined by the County.
  6. The County shall permit Daimler to, at Daimler's sole expense, make certain modifications to the sliding doors located on the north side of Building 13, to wit, bolting the sliding doors shut and installing overhead doors into the sliding doors. Any modification to the doors shall be in conformance with all state and local standards and guidelines for such modifications to an existing structure. Upon expiration or the earlier termination of the lease term herein, Daimler shall, at the County's option and at the County's request, return the north side sliding doors to such condition and working order as existed prior to the modification mentioned above.
  7. Daimler agrees to provide to the County plans and specifications for review prior to any improvements or site changes being commenced. The County shall provide comments and approval of any proposed building alterations within ten (10) days of receipt of the plans and specifications, which must be stamped and signed by an architect or engineer licensed to practice in the State of New York.
  8. The rent amount set forth in the Original Lease and as modified in the Second Amendment shall be further amended herein as follows: Daimler shall pay to the County the total rent amount for the lease space and ramp space, calculated as follows: Four Hundred Four Thousand Thirty Nine and 08/100 Dollars (\$404,739.08) per annum ((118,991 sf x \$3.28 psf[lease space]) + (288,972 sf[ramp space] X \$.05 psf) payable in equal monthly installments of Thirty Three Thousand Seven Hundred Twenty Eight and 26/100 Dollars (\$33,728.26) less the following credits for utilities and maintenance:
    - Utility credit based on space in Building 13 unoccupied by Daimler - 28,029 sq.ft. X \$2.40 = \$67,269.60 ÷ 12 = \$5,605.80 per month;
    - Maintenance credit of \$1666.67 per month.
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Total monthly rent payment from Daimler shall be \$26,455.79.

The utilities credit may be recalculated annually. Daimler or the County shall submit a request to revise the utilities credit no later than July 1<sup>st</sup> of each lease year. Daimler shall submit actual utility billings from the previous two (2) years to determine the revised utilities credit. If Daimler and the County jointly agree upon a revised utilities credit, the agreed upon utilities credit shall become effective September 1<sup>st</sup> of the same year in which same is requested and shall remain in effect for the duration of this agreement unless modified as specified herein. At no time will the utilities credit exceed the per square foot lease rate.

In the event that additional hangar or office space becomes available in the hangar and Daimler wishes to occupy the additional space therein, then the County shall consider leasing such additional space to Daimler at a lease rate equal to that which is in effect and in accordance with the payment schedule set forth in the Original Lease and all amendments thereto.

Daimler shall have the option to vacate the warehouse building following submission to the County of a thirty (30) day written notice. The warehouse building shall be removed from the description of leased space when fully vacated.

9. Daimler shall be responsible for the payment of electric, gas, sewer, and water utilities servicing the Demised Space. The County shall provide Daimler with a rent credit for such payments as set forth in Paragraph 8 above, which rent credit shall be apportioned according to the reconfigured square footage set forth in this Third Amendment to Lease.

The Warehouse Annex is not part of Building 13 and has separate utility meters. Therefore, the Warehouse Annex space shall be excluded from the rent credit calculations. In accordance with Paragraph 4 of the first Amendment to Lease Agreement, Daimler shall be responsible for directly paying all utilities associated with the Warehouse Annex without County reimbursement. If utility accounts are not in Daimler's name then Daimler agrees to accept such accounts within four (4) weeks of execution of this agreement and shall reimburse County all utility expenses retroactive to September 1, 2008.

Daimler shall be responsible for its telephone, data, internet and all other utilities servicing the Demised Space.

10. Daimler shall be responsible for all expenses related to its use of the Demised Space including, but not limited to, pest
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control, waste removal, janitorial services and security for the Demised Space. Daimler shall be responsible for all snow and ice removal in the leased ramp areas, the area adjacent to and around the Warehouse building, all designated and non-designated parking areas outside of the fence used by Daimler employees and invitees and all sidewalk areas leading to or from all designated or non-designated parking areas and Building 13.

During all seasons, Daimler shall maintain, in a neat and orderly manner, the grounds located inside their fenced area and in front of the hangar, on the west side of Base Road, extending from the south end of the hangar facility to the driveway entering the north end of the hangar facility. Daimler shall not be allowed to store any equipment, supplies or materials outside of the buildings located on the Demised Space.

Daimler shall schedule and complete all electrical and lighting (bulb) replacements and preventative maintenance in the Demised Premises. Daimler shall not be responsible for major breakdowns in the electrical system, including the ballast or any transformer replacements.

Daimler shall provide day to day maintenance of the bathrooms located on the Demised Space including any cleaning and cosmetic work to same.

The County shall be responsible for all other maintenance items relating to the building, including but not limited to, heating, ventilation and air conditioning systems, roof, site drainage, all mechanical systems including compressed air, elevator, building fire alarm and fire suppression equipment, water and sewer.

11. Daimler agrees to procure and maintain general liability insurance covering their use and occupancy of the Demised Space, business interruption insurance (if applicable) and coverage for the contents of the Demised Space. The County shall maintain the necessary insurance on the building structure. Daimler shall add the County to its general liability insurance policy as an additional insured.
  12. This Fourth Amendment to Lease shall be subject to FAA approval to release the Demised Space for non-aeronautical use and upon the approval of the respective governing boards/principals of the County and Daimler, to wit: the Oneida County Board of Legislators and the designated Daimler Buses
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North Americas' executive officer. Daimler agrees to occupy and use the Demised Space in compliance with the New York State fire and building codes.

13. Daimler shall have the right to sublet the Warehouse space and/or the hangar bay space to a third party sub-lessee upon obtaining the County's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Daimler shall provide all details and terms of that sub-lease to the County for review. Any sub-lease agreement with a third party for Warehouse space shall not relieve Daimler of any of its obligations under the terms of this lease. Any costs or approvals associated with sub-leasing shall be the responsibility of Daimler.

14. Repair work that is the responsibility of the County under the terms of the Original Lease or any Amendment thereto may be undertaken by Daimler and reimbursed by the County. Daimler shall obtain written approval from the County prior to commencement of any repairs. The total cumulative cost of repairs undertaken by Daimler on behalf the County shall not exceed twenty thousand dollars (\$20,000.00) annually. Work that exceeds the cumulative \$20,000.00 threshold in any year shall be the responsibility of the County. Prior to reimbursement, the County shall inspect the repair and Daimler shall provide proof of full payment for the work. If repairs are made as pre-approved and determined to be acceptable by the County, Daimler shall deduct the cost from the next monthly rental payment. Failure to obtain written pre-approval from the County shall constitute a waiver of Daimler's right to be compensated, in any way, for such repairs. Daimler may also undertake repairs at its own expense that are not the responsibility of the County, but shall obtain written approval from the County prior to commencement of such work.

15. In all other respects, the terms and conditions set forth in the Original Lease and the First and Second and Third Amendments to Lease, which have not been amended herein, shall remain in full force and effect.

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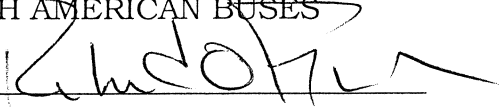
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IN WITNESS WHEREOF, the County and Daimler have executed this Fourth Amendment to Lease on the day and year first above written.

COUNTY OF ONEIDA

DAIMLER CHRYSLER  
NORTH AMERICAN BUSES

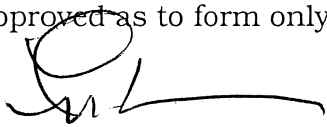
by: \_\_\_\_\_  
Anthony J. Picente, Jr.  
Oneida County Executive

by:   
Name:  
Title:

**Richard Ferguson**  
President & CEO

  
Harry Bendel  
Chief Financial Officer

Approved as to form only

  
\_\_\_\_\_  
Oneida County Attorneys Office

# Oneida County Department of Public Works

ANTHONY J. PICENTE, JR.  
County Executive

DENNIS S. DAVIS  
Commissioner

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

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

September 28, 2011

FN 20 11-255

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

**PUBLIC WORKS**



RE: 2011 M Fund Transfers **WAYS & MEANS**

Dear County Executive Picente,

There is a need for additional funds in the machinery fund for utilities and gasoline and oil due to the unexpected jump in oil prices as well as automotive supplies.

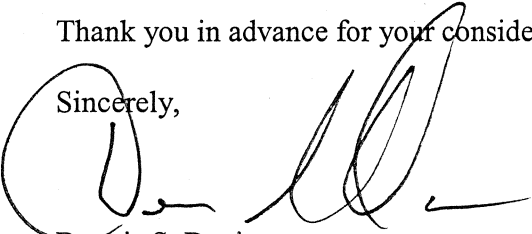
Therefore, I am requesting the following 2011 Transfer:

From:	<b>M5130.452 Automotive Repairs</b>	<b>\$ 35,000.00</b>
To:	<b>M5130.414 Utilities</b>	<b>\$ 35,000.00</b>
From:	<b>M5130.493 Repair &amp; Service Contracts</b>	<b>\$ 20,000.00</b>
To:	<b>M5130.451 Automotive Supplies</b>	<b>\$ 20,000.00</b>
From:	<b>M Fund fund balance</b>	<b>\$128,000.00</b>
To:	<b>M5130.456 Gasoline and Oil</b>	<b>\$128,000.00</b>

If you concur with this request, please forward to the Public Works and Ways and Means Committee for approval with presentation to the Board of Legislators at their regular scheduled meeting.

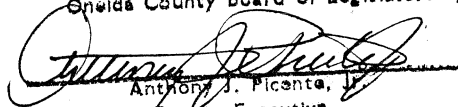
Thank you in advance for your consideration.

Sincerely,

  
Dennis S. Davis  
Commissioner

DSD/mk  
Enclosure(s)

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

  
Anthony J. Picente, Jr.  
County Executive

Date 10/11/11

cc: Joseph Timpano, Comptroller  
Thomas Keeler, Budget Director

# Oneida County Department of Public Works

ANTHONY J. PICENTE, JR.  
County Executive

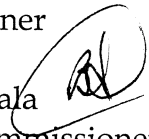
DENNIS S. DAVIS  
Commissioner

6000 Airport Road  
Oriskany, New York 13424  
Phone: (315) 793-6219  
Fax: (315) 768-6299

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

## MEMORANDUM

TO: Dennis S. Davis  
Commissioner

FROM: Brian N. Scala   
Deputy Commissioner  
Highways, Bridges & Structures

RE: 2011 M Fund 5130 Transfers

DATE: September 23, 2011

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Due to the major unexpected jump in oil prices this year all accounts associated with oil, especially are projected to be short by yearend, utility account is already overdrawn.

Therefore, I request the following 2011 Transfers:

From: M5130.452 Automotive Repairs	- \$ 35,000.00
To: M5130.414 Utilities	+ \$35,000.00
From: M5130.493 Repair & Service Contracts	-\$20,000.00
To: M5130.451 Automotive Supplies	+\$20,000.00
From: M Fund, fund balance	-\$128,000.00
To: M5130.456 Gasoline and Oil	+\$128,000.00