

ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

George Joseph
Majority Leader

Frank D. Tallarino
Minority Leader

COMMUNICATIONS WITH DOCUMENTATION December 12, 2012

(Correspondence relating to upcoming legislation, appointments, petitions, etc)

<u>FILE NO.</u>	<u>COMMITTEE</u>	<u>PAGES</u>
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AVAILABLE ON WEBSITE ONLY
www.ocgov.net

Dated 11/28/12

WAYS & MEANS

We, the undersigned Republican members of the Oneida County Board of Legislators, hereby petition and designate the Rome Daily Sentinel as the official newspaper representing the Republican Party to publish the concurrent resolutions, election notices, official canvasses, local laws, notices and other matters required by law to be published in the year 2013. *and the Otica Observer Dispatch*

Norm Leach

Romy

Hans Regeer

Michael Plester

Paul R. Paparella

Lee Foster
Paul Wood

Ben Munchy

Brian Strick

Tom Egan

Gerold Ryan

Richard [unclear]

Ronald D. [unclear]

Eden [unclear]

Tom Egan

Jim [unclear]



FN 20 12 - 467

Dated 12/28/12

WAYS & MEANS

We, the undersigned Democratic members of the Oneida County Board of Legislators, hereby petition and designate the Utica Observer Dispatch and the Rome Daily Sentinel as the official newspapers representing the Democratic Party to publish the concurrent resolutions, election notices, official canvasses, local laws, notices and other matters required by law to be published in the year 2013.

Frank D. Tallarico

Joseph Juszot

Philip M. Sacco

1 Oct 014

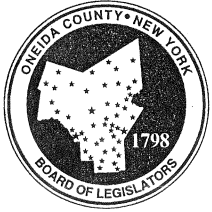
James M. May 029

Michael C. Long

[Signature]

Sammy [Signature]

Will J. Goodman



ONEIDA COUNTY BOARD OF LEGISLATORS

James M. D'Onofrio ♦ PO Box 29 ♦ Utica, NY 13503

November 30, 2012

FN 20 12-469

The Honorable Gerald J. Fiorini, Chairman
Oneida County Board of Legislators
Oneida County Office Building – 10th Floor
800 Park Avenue
Utica, New York 13501

WAYS & MEANS

Dear Chairman Fiorini:

Enclosed please find Local Law Amending Local Law No. 5 of the 2012, Regulating Dealers of Secondhand Articles. Section 1(c) and 1(h) of Local Law No. 5 of 2012, have been amended.

I am requesting that you move this amended Local Law to be considered by the appropriate committees or the full Board of Legislators.

Thank you.

Respectfully yours,

James P. D'Onofrio
OC Legislator R-15th

Encl.



ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO.

INTRODUCED BY:
2ND BY:

RE: LOCAL LAW INTRODUCTORY “_” AMENDING LOCAL LAW NO. 5 OF 2012 REGULATING DEALERS OF SECONDHAND ARTICLES

Legislative Intent: To exempt the sale of goods at auctions conducted pursuant to relevant New York State law and the sale of goods at coin shows conducted by established New York State coin clubs. The amendments will provide necessary clarification of activities that are properly exempt from the regulations of dealers of secondhand articles.

BE ENACTED BY THE COUNTY LEGISLATURE OF ONEIDA COUNTY AS FOLLOWS:

That sections 1(c) and 1(h) of Local Law No. 5 of 2012 shall be amended by the deletion of all matters that are in italics and (*parenthesis*) and the addition of all matters in bold and underlined as set forth below, and the amended law, in its entirety, shall now read as set forth below:

Section 1. Definitions

(A) “Secondhand Dealer”

Means any person, corporation, partnership, unincorporated association and the agents or employees or such entities, engaged in the commercial exchange, purchase and/or sale of secondhand articles for any purpose and of whatever nature, including but not limited to any person dealing in the purchase or sale of any secondhand radios, televisions, household appliances, either electric or mechanical, automobile accessories or parts, including tires, office furniture, business machines and secondhand articles of whatsoever nature, or dealing in the purchase or sale of any secondhand manufactured article composed wholly or in part of gold, silver, platinum or other metal, or in the purchase or sale of old gold, silver or platinum, or dealing in the purchase of articles or things comprised of gold, silver or platinum for the purpose of melting or refining, or engaged in melting precious metals for the purpose of selling, or in the purchase or sale of pawnbrokers' tickets or other evidence of pledged articles or, not being a pawnbroker, who deals in the redemption or sale of pledged articles.

Exemption: This ordinance shall not apply to or include the following:

- (a) The sale of secondhand goods where all of the following are present:
 - (1) The sale is held on property occupied as a dwelling by the seller or owner or rented or leased by a charitable or non-profit organization (i.e. – yard sale, moving sale, garage sale and the like); AND

- (2) The items offered for sale are owned by the occupant or seller; AND
 - (3) That no sale exceeds a period of ninety-six (96) consecutive hours; AND
 - (4) That no more than three (3) sales are held in a any twelve (12) month period; AND
 - (5) That none of the items offered for sale shall have been purchased for resale or received on consignment for purpose of resale.
- (b) The sale of secondhand books or magazines.
- (c) The sale of goods at an auction held by a (*licensed*) auctioneer, **provided the auctioneer complies with all requirements of Article 3 of the New York State General Business Law and any other applicable statutes, rules and regulations pertaining to auctions and auctioneers.**
- (d) Goods sold as bona fide antique, used furniture, used clothing or used baby/children store (i.e. – a business in which at least seventy-five percent (75%) of the business’ revenue is derived through the sale of antiques, used furniture or used clothes or used baby/children’s (under the age of ten (10)) items-, such as rattles, dolls, trucks, playpens, bouncy seats, strollers, toys, etc.). Electronic items and games for electronic items are NOT part of this exemption.
- (e) Any transaction involving secondhand items regulated by state or federal law, or regulated by any city, town or village law.
- (f) Any not-for-profit or charitable organization that receives or sells secondhand articles.
- (g) Any junk dealer licensed pursuant to article 6 and/or article 6-C of the New York General Business Law.
- (h) **Coin Shows, where**
- (1) **the term “coin show” is defined as “a gathering of coin dealers and collectors with the purpose of dealers displaying their merchandise for the general public to view and/or purchase;”**
 - (2) **where the coin show is conducted by a New York State coin club, such as the Mohawk Valley Coin Club or the Empire State Numismatic Association;**
 - (3) **where the coin club holds the coin show for one day and only once per calendar year;**
and
 - (4) **where the coin club conducting the coin show provides the Oneida County Sheriff’s Office with written notice of the time and place of the coin show at least ten (10) business days prior to the coin show.**

(B) “Applicant”

Mean any owner(s) of the secondhand dealer business.

(C) “Identification”

Means an official document issued by the United States government, any state, county, municipality or any public agency of department thereof or any public employer, which contains a photographic image of said person.

Section 2. Legislative Finding and Purpose

The residents of the County of Oneida have a significant interest in discouraging theft and the sale of secondhand stolen articles. There has been an increase in incidents of property theft and with the increase in price of precious metals and gems and the ease with which some secondhand dealers buy and sell precious metals or gems without requiring identification or proof of ownership, there is significant opportunity for persons involved in property theft to dispose of stolen property to these secondhand dealers. Since secondhand dealers, while serving a legitimate function, are often used by persons to dispose of stolen goods, there must be controls and regulations placed on the purchase of such articles in order to protect the property rights for the residents of Oneida County and aid law enforcement in their efforts to recover stolen property and identify suspects. It the intent of this Local Law to regulate these commercial outlets by requiring these individuals to register their businesses and to keep records of transactions relating to the merchandise herein specified. These requirements would assist in the recovery of stolen items, the detection and apprehensions of persons involved in various crimes and discourage secondhand dealers from accepting property they suspect to be stolen; thereby greatly reducing the market for stolen goods and discouraging theft.

Section 3. Written Records

(a) Information required.

Except as otherwise provided in Section 4, no Secondhand Dealer may acquire an item specified herein, whether within the physical place of business or off site, within Oneida County, unless such Secondhand Dealer has requested, obtained and recorded the following information in English:

- (1) The amount paid, advanced or loaned for the article;
- (2) A detailed, complete and accurate description of the article including identifying marks;
- (3) If applicable, the article's serial number, make and model number;
- (4) In the case of precious metals, jewelry, gems or precious stones, a photograph of the article;
- (5) Identification information, as described in Section 3b, of the person offering the article for sale;
- (6) The date, time and place of the transaction;
- (7) A bill of sale and/or receipt MUST be given. Any bill of sale and/or receipt must be numbered in consecutive order and issued in the same order.

(b) Identification Information

Every Secondhand Dealer MUST request identification from the seller and compare the photographic image to the seller to verify the identity when acquiring an item specified herein. The Secondhand Dealer shall record the name, date of birth, address or current address (if different than that on the identification) and the identification number (i.e. – motorist identification number on a driver's license) of the seller. For all acquisitions the Secondhand Dealer, whether on or off premises, MUST make a photocopy of the front of the identification. However; if the acquisition is made from another Secondhand Dealer, then the Secondhand Dealer purchasing the item shall record the date, time, business name and address of the Secondhand Dealer selling the item and the number of days the item was held prior to the acquisition. Purchases between Secondhand Dealers do not require photographic identification as stated above.

(c) Records Retention/Inspections

- (1) Every Secondhand Dealer shall maintain the information required pursuant to this section in a secure location for minimum period of five (5) years. Every Secondhand Dealer shall allow any records kept pursuant to this Local Law and all article of secondhand merchandise therein, to be examined during normal business hours by any member of the Oneida County Sheriff's Office (OCSO) or other police agency. Computerized records can be used to

satisfy the requirements of this Local Law provided that such records include the information herein and are available for inspection in printed format upon request.

- (2) Additionally, every Secondhand Dealer shall electronically report each article purchased using a computer program approved by the OCSO. Such reporting will include the required information described in subsections (a) and (b) of this section of this Local Law. In the absence of an approved real time reporting system, the reporting shall occur every Friday, before the hour of 10:00 AM, on electronic forms provided by the OCSO, forward a correct copy of records as detailed by Section 3, subparagraphs (a) and (b), of all articles purchased within the preceding seven (7) day time period and MUST deliver this form via e-mail to an address designated by the OCSO. Photographs, jewelry, gems and precious stones are NOT to be transmitted with these records. Further, nothing in this section shall be construed as to prevent the OCSO from requesting the form required hereunder to be filed on such other date or at such other times and frequency as exigency or law enforcement need may require. The Sheriff shall establish by rule the format and requirements of the transmission of data and may restrict the scope of the items that are to be electronically reported.

A Secondhand Dealer, when notified by the OCSO or other law enforcement agency that property in his/her possession is stolen or alleged to be stolen, shall take immediate steps to secure that property and such item shall be marked "POLICE STOP". Thereafter, such property shall not be sold or removed from the premises until notification is made to the dealer in writing by the OCSO or other law enforcement agency allowing such removal or sale.

Section 4. Application for Secondhand Dealers License

- (a) Every Secondhand Dealer as defined in Section 1 herein, shall apply for a Secondhand Dealer's license with the Oneida County Sheriff's Office. The fee for this application will be \$75.00 and is renewable on a calendar year basis. The application shall be made on a form supplied by the Sheriff of Oneida County and shall include but not be limited to the following information; the name, address and telephone number of the business owner, the name, address and telephone number of the operator of such business; if different than the owner. The application shall also include the location and telephone number of the business and a statement of the days and hours during which such business shall be customarily open to the public. Any change in such information shall be immediately transmitted to the Sheriff of Oneida County in the same manner as the original application. The applicant shall also provide a certificate from the sealer of weights and measures of the County of Oneida certifying that all weighing and measuring devices have been examined and approved pursuant to law.
- (b) When an application is filed the applicant must submit to fingerprinting by the Oneida County Sheriff's Office for the purpose of obtaining a criminal history record check through the New York State Division of Criminal Justice Services/FBI. The OCSO is hereby authorized to require from such applicants fingerprint identification cards, signed waivers or consents permitting inquiry into the criminal history of applicants and fees required by both the New York State Division of Criminal Justice Services and the OCSO.
- (c) Where such applicant(s) has been convicted of a crime that involves theft, larceny, burglary, robbery, and possession of stolen property or any other fraudulent dealing within the past ten (10) years, said application is subject to denial upon a review consistent with the provisions of article 23-A of the New York Corrections Law.

- (d) Any Secondhand Dealer license holder that is convicted for crimes as described in section 4, subparagraph (c) above is subject to forfeiture and revocation of such license upon a review consistent with the provisions of article 23-A of the New York Corrections Law.
- (e) The OCSO may deny an application, and any Secondhand Dealer license holder may have their license revoked, for any of the following reasons:
 - (i) Fraud, misrepresentation or false statements in the application for license;
 - (ii) Fraud, misrepresentation or false statements made in the course of carrying on the licensed business;
 - (iii) Any violation of this Local Law;
 - (iv) conviction of a crime that involves theft, larceny, burglary, robbery, and possession of stolen property or any other fraudulent dealing within the past ten (10) years, subject to a review consistent with the provisions of article 23-A of the New York Corrections Law.
 - (v) Conducting the licensed business in an unlawful manner, or in such a manner as to constitute a breach of the peace or to constitute a menace to the health, safety or general welfare of the public.
- (f) Upon a denial or revocation of a license, the application fee shall not be refunded. Any applicant refused a license, or any licensee whose license is revoked, may apply in writing within five (5) business days to the OCSO for a hearing before a hearing officer appointed by the Oneida County Sheriff. The hearing officer shall conduct a hearing and shall issue a written recommendation to the Sheriff within five (5) business days of the hearing. The Sheriff shall review the written decision of the hearing officer and inform the applicant or licensee in writing whether the initial decision of denial or revocation shall stand or shall be reversed.
- (g) Every person to whom a license has been granted pursuant to this Local Law, while exercising or utilizing his/her license, shall exhibit said license on request of any individual.
- (h) A license issued under this Local Law shall not be assignable. Any holder of such a license who permits it to be used by any other person, and any person who uses such license granted to any other person, shall be guilty of a violation of this Local Law and shall be subject to the penalties set forth here within.
- (i) No applicant to whom a license has been refused or who has had a license revoked shall make further application until a period of at least one (1) year shall have elapsed since the last previous revocation or rejection, unless the applicant can show that the reason for such revocation or rejection no longer exists.

Section 5. Disposal, Re-sale, Alteration

Until the seventh (7th) day next following its acquisition, no Secondhand Dealer shall; (a) sell, trade, transfer, remove from the local business premises or otherwise dispose of any item specified herein; (b) alter in any fashion any item specified herein, or (c) commingle any such item with similar items, but shall maintain all such items in a manner so as to be easily identified as to the transaction in which it was acquired.

Section 6. Penalty

A Secondhand Dealer who willfully fails to comply with the provisions of Section 3, 4, or 5 shall be guilty of a Class A misdemeanor and subject to a penalty as set forth in the applicable provisions of New York State Penal Law. Any business licensed as a Secondhand Dealer business that has a repeat conviction of this law by anybody working for such business, including the applicant(s) themselves and any employees or associates will be grounds to revoke the license of the individual, association, corporation or business that is licensed as a Secondhand Dealer. In addition to the above-provided penalties, the OCSO may maintain an action or proceeding in a court of competent jurisdiction to compel compliance with the provisions of this Local Law or to restrain by injunction any offense against the provisions of this Local Law.

Section 7. Severability

If any provision, sentence or clause of the local law is held unconstitutional, illegal or invalid, such findings shall not affect or impair any the remaining provisions, sentences or clauses or their application to persons and circumstances.

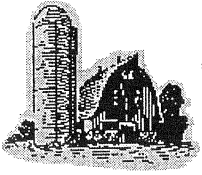
Section 8. Effective Date

The local law shall become effective immediately pursuant to the provisions of the Municipal Home Rule.

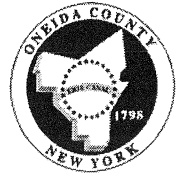
APPROVED: Ways & Means Committee

DATED

Adopted by the following roll call vote:
AYES NAYS ABSENT



ONEIDA COUNTY FARMLAND PROTECTION BOARD



Brymer Humphreys, Chair

Thomas Cassidy ♦ George Gafner ♦ Michael J. Cosgrove ♦ Andy Gale
Patrick H. Brennan ♦ Marty Broccoli ♦ John R. Kent, Jr. ♦ Kathy Pilbeam
Paul Snider ♦ Clifford Kitchen

December 4, 2012

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

FN 20 12-470



READ & FILED

Dear Mr. Billard:

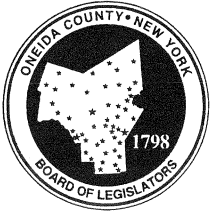
The Farmland Protection Board will be accepting open enrollment applications for inclusion into agricultural districts for a 30 day period beginning January 1, 2013 through January 31, 2013 pursuant to Resolution No. 365, passed by the Oneida County Board of Legislators on December 10, 2003.

I ask that you please file this correspondence as official notice to the Board of Legislators that the 30 day open enrollment period will begin January 1, 2013 and subsequent to review by the Farmland Protection Board, these applications will require legislative approval.

Respectfully submitted,

Brymer Humphreys
Chair, Farmland Protection Board

p



ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

George Joseph
Majority Leader

Frank D. Tallarino
Minority Leader

December 4, 2012

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

FN 20 12-471

WAYS & MEANS



Honorable Members:

Under the provisions of Resolution No. 270 passed by the Oneida County Board of Legislators on June 16, 1992, I am recommending the **reappointment of Frank DuRoss to the Oneida County Sports Authority for a five (5) year term, expiring December 31, 2017.**

I hereby refer this matter to the Ways & Means Committee and the full Board for consideration at the meeting of **December 26, 2012.**

Respectfully submitted,

Gerald J. Fiorini
Chairman of the Board

Attachment

Cc: F. DuRoss, appointee
Sports Authority

ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY

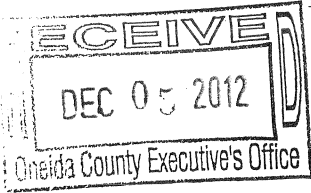
Scott D. McNamara
District Attorney

Michael A. Coluzza
First Assistant

Kurt D. Hameline
Laurie Lisi
Matthew P. Worth
Joseph A. Saba
Grant J. Garramone
Steven G. Cox
Stacey L. Paolozzi
Bernard L. Hyman, Jr.
Todd C. Carville
Robert L. Baum

Dawn Catera Lupi
First Assistant

Michael R. Nolan
Kurt D. Schultz
Kara E. Wilson
Joshua L. Bauer
Christopher D. Hameline
Steven P. Feiner
Sarah E. DeCherrier
Auke C. Davignon
Roy J. Redwine

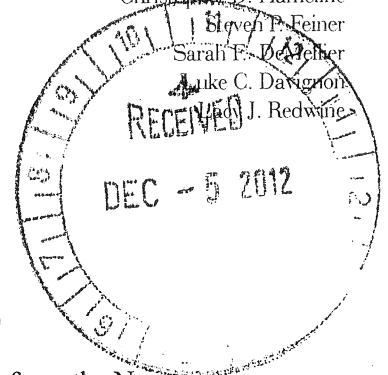


December 3, 2012

FN 20 12-472

PUBLIC SAFETY

WAYS & MEANS



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

Dear Mr. Picente:

The Oneida County District Attorney's Office was successful in obtaining a grant from the New York State Division of Criminal Justice Services. The grant is in the amount of \$45,000.00. The grant money will be used by the District Attorney's Office for hiring an Outreach Worker who will be a part-time employee that will conduct interviews, intakes and screenings of clients to discern needs and make referrals to appropriate agencies or contact persons. These funds will also hire independent contractors that will begin the scanning progress of our closed cases in our effort to become paperless.

By this letter, I am hereby requesting a supplemental appropriation in the amount of \$45,000.00 for the 2013 fiscal year to be appropriated as follows:

TO:

A - A1165.109 - Salaries, Other \$45,000.00
Part-time Outreach Worker
Part-time Independent Contractors

This supplemental appropriation is fully supported by unanticipated revenue in:

RA - A4321.2 - Federal Aid - Byrne/JAG - District Atty. \$45,000.00

If you have any questions or concerns, please contact me.

Thank you.

Very truly yours,

Scott D. McNamara
Oneida County District Attorney

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

Anthony J. Picente, Jr.
County Executive

Date 12-5-12



Undersheriff Robert Swenszkowski
Chief Deputy Jonathan G. Owens

Chief Deputy Gabrielle O. Liddy
Chief Deputy Dean Obernesser

Sheriff Robert M. Maciol

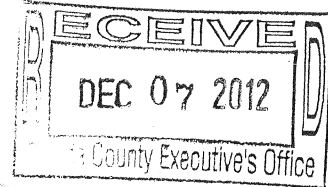
December 5, 2012

FN 20 12-473

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

PUBLIC SAFETY

WAYS & MEANS



Dear County Executive Picente:

I am requesting a transfer of funds from the Board of Legislators to cover the costs of inmate stays at the Central New York Psychiatric Center for the remainder of 2012.

<u>Transfer from Expense Account</u>	<u>Amount</u>	<u>Transfer to Expense Account</u>	<u>Amount</u>
A3150.197 Medical Services	\$16,500	A3150.49511 NYS Psych (508)	\$16,500

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

Cc: Tom Keeler, Budget Director



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

Anthony J. Picente, Jr.
County Executive

Date 12/7/12

Oneida County Office of Traffic Safety / STOP-DWI Program

Anthony J. Picente Jr.
Oneida County Executive



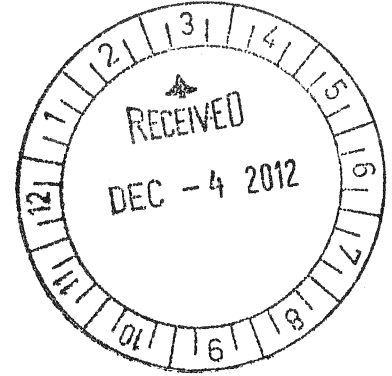
Kevin Revere
Stop-DWI Program

October 19, 2012

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

FN 20 12-474

PUBLIC SAFETY
WAYS & MEANS



Dear County Executive Picente:

Please find the attached five (5) copies of a funding agreement between STOP-DWI and **Vernon Verona Sherrill Central School** for your review and signature. The contract is for funding in 2011 to conduct STOP-DWI Program and **SADD** related activities which enhance the mission of the STOP-DWI Program.

This funding is 100% supported by DWI fines generated in Oneida County, therefore, **there are NO County dollars in this contact.**

Thank you for your personal attention to this matter. Should you have any further questions, please contact my office.

Sincerely,

Kevin Revere,
Stop-DWI Program

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

Anthony J. Picente, Jr.
County Executive

Date 12-4-12



Oneida County Emergency Services • 200 Base Road • Suite 3 • Oriskany, NY 13424
Office of Traffic Safety 315.736.8946 • STOP-DWI Program 315.736.8943
Fax: 315.736.8958 • E-mail stopdwi@ocgov.net • www.ocgov.net



Oneida Co. Department: Stop DWI

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name of Proposing Organization: Vernon Verona Sherrill Central School

Title of Activity or Service: funding for SADD related services

Proposed Dates of Operation: 10/25/12-12/31/12

Client Population/Number to be served:

Summary Statements

Narrative Description of Proposed Services: See attached contract

Program/Service Objectives and Outcomes: See attached contract

Program Design/Staffing: See attached contract

Total Funding Requested: \$0 **Account:** N/A

Oneida County Dept. Funding Recommendation: \$0

Proposed Funding Sources (Federal/State/County) N/A

Cost per Client Served: N/A

Past Performance Data: N/A


OC Department Staff Comments:

Oneida County STOP-DWI Program Agreement


The **Oneida County STOP-DWI Program** is committed to the countywide reduction of alcohol related traffic injuries and fatalities. A key component to the program is the comprehensive community awareness and education program conducted throughout Oneida County schools, civic and community organizations. **Vernon, Verona, Sherrill Central School** desires to participate in and promote the STOP-DWI Program message throughout its organization.

The **Oneida County STOP-DWI Program** agrees to provide **Vernon Verona Sherrill SADD Chapter** with \$400.00, four hundred dollars and no/cents, toward the promotion of the **Oneida County STOP-DWI Program** message. **Vernon Verona Sherrill Central School** agrees to conduct activities consistent with the mission of the **STOP-DWI Program** and consistent with the directives and standard operating procedures attached hereto as promulgated by the **STOP-DWI Program**, as same may be amended. **Vernon Verona Sherrill Central School** shall submit a final report of program activities to the **STOP-DWI Program**, no later than 15 days after the conclusion of the proposed event(s). All expenditures must be pre-approved by the **STOP-DWI Program**.

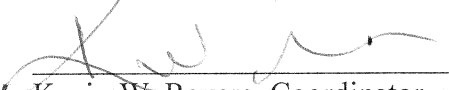
This agreement shall run from **October 25, 2012 to December 31, 2012**



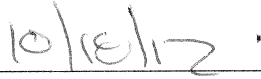
Cheryl Houle
Representative, Vernon Verona Sherrill
Central School District



Date



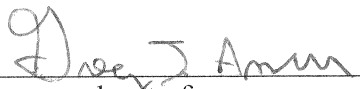
Kevin W. Revere, Coordinator
Oneida County STOP-DWI Program



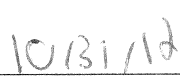
Date

Anthony J. Picente, Jr., County Executive

Date



Approved as to form
Oneida County Department of Law



Date

ADDENDUM

THIS ADDENDUM, entered into on this 2 day of November 2012, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

WHEREAS, COUNTY and CONTRACTOR have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which COUNTY is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. Executor or Non-Appropriation Clause.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.

Pursuant to Oneida County Board of Legislators Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
 2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
1. The Contractor certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and

2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. The Contractor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The Contractor's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance program; and
 4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
 1. Abide by the terms of the statement; and
 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
 - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
 - f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

- 2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.
Place of Performance (street, address, city, county, state, zip code).

- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
 - 1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
 - 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. Health Insurance Portability and Accountability Act (HIPPA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
 1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
 1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
 5. Make available protected health information in accordance with 45 CFR § 164.524;

6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
 7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
 8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
 9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. **Non-Assignment Clause.**

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. Worker's Compensation Benefits.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. Non-Discrimination Requirements.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. Wage and Hours Provisions.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of

Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.

9. Non-Collusive Bidding Certification.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. Records.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. Conflicting Terms.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. Governing Law.

This Contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

14. Prohibition on Purchase of Tropical Hardwoods.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the County.

15. Compliance with New York State Information Security Breach and Notification Act.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. Gratuities and Kickbacks.

a. **Gratuities.** It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. **Kickbacks.** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. Audit

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a Federal financial assistance program from a Federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. Certification of compliance with the Iran Divestment Act.

Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90

days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

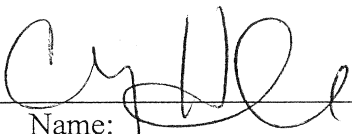
IN WITNESS WHEREOF, the parties hereto have signed this document on the day and year first above written.

County of Oneida

By: _____

Oneida County Executive

Contractor

By:  _____
Name:

Approved as to Form only

 _____

Oneida County Attorney

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) 793-6200
Fax: (315) 768-6299

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

November 13, 2012

FN 20 12-475

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

PUBLIC WORKS

WAYS & MEANS



Dear County Executive Picente,

Oneida County currently leases approximately 9,882 square feet of office space at 209 Elizabeth Street, Utica (a.k.a. the Paul Building) with a monthly lease rate of \$13,003.54. Departments located in this space include Social Services and Workforce Development. This lease will expire December 31, 2012.

At this time it is not possible to relocate these departments into County owned space. Therefore, the enclosed Fourth Modification Agreement was drafted with the intent of extending the lease termination date to December 31, 2013. All other terms and conditions of the original lease would remain unchanged. A copy of the original lease and subsequent modifications are enclosed for your use.

If you agree, please forward the enclosed agreement to the Oneida County Board of Legislators for consideration no later than **December 26, 2012**.

Sincerely,

A handwritten signature in black ink, appearing to read 'Dennis S. Davis'.

Dennis S. Davis
Commissioner

cc: Commissioner, Oneida County Department of Social Services
Director of Workforce Development



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.'
Anthony J. Picente, Jr.
County Executive

Date 12/5/12

FOURTH AMENDMENT AGREEMENT

Amendment of lease dated the ____ day of November, 2012 by and between Property Management Co., Inc. (formerly known as CG Properties), with offices located at 502 Burnet St., Utica, NY 13501, hereinafter referred to as "Lessor" and Oneida County, a municipal corporation organized under the laws of the State of New York, with principal offices located at 800 Park Ave., Utica, NY 13501, hereinafter referred to as "Lessee"

WITNESSETH

WHEREAS, the Lessor and the Lessee entered into a lease agreement ("original lease") on or about August 1997 for the rental of office space on the first and second floors of the Lessor's building located at 209 Elizabeth Street, Utica, New York (Paul Building), for the use and occupancy of Lessee's Workforce Development and Social Services departments; and

WHEREAS, the original lease was modified on or about April 2002 to include additional rental space on the third floor of the aforesaid building (first amendment to lease"); and

WHEREAS, the original lease was modified on or about August 2003 to adjust space leased on the second floor and adjust minimum rent for first and second renewal terms ("second amendment to lease"); and

WHEREAS, the original lease was modified on or about May 2008 to adjust space leased on the third floor ("third amendment to lease"); and

WHEREAS, the Lessee now wishes to extend lease termination date of second renewal term to December 31, 2013; and

WHEREAS, the parties desire to modify the original Lease accordingly, and have reached an understanding in that regard and this instrument is intended to formalize that understanding.

NOW, THEREFORE, in consideration of the foregoing, the original lease and all of the amendments thereto shall be further amended as follows:

1. The second renewal term of the original lease shall terminate on the 31st day of December 2013.

2. All other terms and conditions of the original lease and any amendments thereto remain unchanged and in effect, except to the extent that same are amended herein.

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

Oneida County

Property Management Co., Inc.

by:

Anthony J. Picente Jr.
Oneida County Executive

by:



Mary J. Gaetano

Approved as to Form

Oneida County Attorney

I

THIS LEASE, made the ___ day of August, 1997 BETWEEN
CHARLES A. GAETANO, d/b/a CG PROPERTIES, with an office
at 311 Turner Street, Utica, New York 13501 ("LESSOR"),

and

ONEIDA COUNTY, a Municipal Corporation organized under
the laws of the State of New York with its principal
offices at 800 Park Avenue, New York 13501 ("LESSEE");

W I T N E S S E T H:

ARTICLE I-DEFINITIONS

1.1 As used in this lease, the following underlined
capitalized word shall have the following meanings:

1.1.1 LAND - LESSOR'S land at 209 Elizabeth Street in
the City of Utica, County of Oneida, State of New York.

1.1.2 BUILDING - The four (4) story building, commonly
known as the "Paul Building", existing on the LAND as of the date
hereof.

1.1.3 REAL PROPERTY - The LAND, the BUILDING and any
other improvements on the LAND at the date hereof or at any time
thereafter.

1.1.4 DEMISED PREMISES - The entire first and second
floors of the BUILDING except for those portions thereof necessary
for access to and from the roof and other floors located in the
BUILDING, which portions are part of the COMMON AREAS.

1.1.5 COMMON AREAS - All portions of the LAND not
covered by the BUILDING and other improvements, plus all the common
areas within the BUILDING as designated by LESSOR from time to
time. For the purpose of this section "1.1.5", common areas within
the BUILDING shall mean those areas of the BUILDING neither leased
nor intended to be leased exclusively to a particular tenant.

IA-

1.1.6 TERM - The original term of this lease and the renewal term(s) of this lease, if and when in effect, unless expressly stated otherwise or unless the context clearly indicates otherwise.

1.1.7 COMMENCEMENT DATE - The date the original term of this lease commences.

1.1.8 LEASE YEAR - Each consecutive twelve (12) month period occurring during the TERM, the first LEASE YEAR to commence on the COMMENCEMENT DATE and each subsequent LEASE YEAR to commence on each subsequent anniversary of the COMMENCEMENT DATE.

1.1.9 LESSEE'S PRO-RATA SHARE - Fifty percent (50%).

1.1.10 LESSOR'S WORK - The work LESSOR is required to perform, or to have performed, under section "6.2" with respect to the DEMISED PREMISES.

ARTICLE II-LEASE

2.1 LESSOR hereby leases to LESSEE, and LESSEE hereby hires and takes from LESSOR, the DEMISED PREMISES, which shall include use, in common with LESSOR, his agents, servants, employees, licensees, invitees, customers and sublessees, of the REAL PROPERTY. LESSEE'S use and occupancy provided under this section "2.1" shall be subject to all easements, agreements, rights-of-way, conditions and restrictive covenants of record affecting the DEMISED PREMISES now or at any future times.

ARTICLE III-USE

3.1 Subject to and in accordance with all rules, regulations, laws, ordinances, statutes and requirements of all governmental

authorities and the Board of Fire Underwriters and any similar bodies having jurisdiction thereof, LESSEE shall use the DEMISED PREMISES for governmental offices and purposes incidental thereto, and for no other purpose.

ARTICLE IV-TERM

4.1 The original term of this lease shall be for a period of five (5) years and shall commence on the first (1st) day of January, 1998 and terminate on the 31st day of December, 2002.

4.2 In the event LESSEE is not then in default of any of LESSEE'S obligations under this lease, LESSEE shall have the right to renew this lease for a first renewal term of five (5) years upon all of the same terms and conditions as were applicable during the original term except as hereinafter expressly provided otherwise. In order to exercise such right of renewal, LESSEE must give LESSOR notice of LESSEE'S election to renew at least three (3) months prior to expiration of the original term.

4.3 In the event LESSEE is not then in default of any of LESSEE'S obligations under this lease, LESSEE shall have the right to renew this lease for a second renewal term of five (5) years upon all of the same terms and conditions as were applicable during the original term except as hereinafter expressly provided otherwise. In order to exercise such right of renewal, LESSEE must give LESSOR notice of LESSEE'S election to renew at least three (3) months prior to expiration of the first renewal term.

ARTICLE V-LEASE CHARACTERIZATION

5.1 LESSEE shall have no obligations under this lease or with

respect to the DEMISED PREMISES except if and as expressly provided in this lease.

ARTICLE VI-LESSOR'S IMPROVEMENTS

6.1 LESSOR shall have no obligation to make any improvements to the DEMISED PREMISES in anticipation of LESSEE'S occupancy thereof except as provided in section "6.2".

6.2 LESSOR shall, at his own cost and expense, prior to commencement of the original term, substantially complete, and thereafter, within a reasonable time, fully complete, LESSOR'S WORK itemized and described in Schedule A annexed hereto, except that LESSOR'S WORK with respect to that portion of the first (1st) floor of the DEMISED PREMISES occupied as of the date hereof by Chase Manhattan Bank need not be substantially completed until February 1, 1998 nor fully completed until a reasonable time thereafter. All construction shall be performed in a first class and workmanlike manner in compliance with all applicable federal, state and local laws, rules, regulations, orders and codes. All materials used shall be of first class quality. LESSOR'S time for both substantially and fully completing LESSOR'S WORK shall be extended one (1) day for each day of delay caused by acts of God, strikes, labor disputes, major material shortages, riots, war, insurrection and/or delays caused by LESSEE'S act or neglect (collectively, "Force Majeure Causes"). LESSOR'S WORK shall be deemed "substantially completed" when the remaining work to be done consists solely of minor details of construction, mechanical adjustments or decoration which will not materially interfere with

LESSEE'S use and enjoyment of the DEMISED PREMISES. LESSEE'S taking total or partial occupancy of the DEMISED PREMISES after the DEMISED PREMISES are substantially completed shall not relieve LESSOR of his obligation to fully complete the DEMISED PREMISES.

ARTICLE VII-LESSEE'S IMPROVEMENTS

7.1 Subject to the provisions of section "7.2", LESSEE shall, at LESSEE'S own cost and expense, perform all labor, services and management, and furnish all materials, plant and equipment, necessary to make and complete, in a good, substantial and approved manner, any improvements to the DEMISED PREMISES which LESSEE desires and to complete the DEMISED PREMISES in order to accommodate LESSEE'S use thereof. LESSEE shall pay for all utilities incurred in doing any of the foregoing.

7.2 No portion of the DEMISED PREMISES shall be demolished, removed or structurally altered by LESSEE without the prior written consent of LESSOR, and, if necessary, of the holder of any mortgage lien on the REAL PROPERTY. Except for the limitation contained in the immediately preceding sentence, LESSEE may, at any time, at LESSEE'S own cost and expense, make any alteration, rebuilding, replacement, change, addition and improvement in and to the DEMISED PREMISES, subject to the following conditions:

7.2.1 Such work shall be performed in a first class workmanlike manner, and shall not weaken or impair the structural strength or lessen the value of the DEMISED PREMISES or change the purposes for which the DEMISED PREMISES may be used.

7.2.2 Such work, if the estimated cost thereof is more

than Twenty-Five Thousand Dollars (\$25,000.00), shall be accomplished according to plans and specifications which shall be first submitted to and approved by LESSOR, which approval shall not be unreasonably withheld.

7.3 Nothing contained in this ARTICLE VII or elsewhere in this lease shall be deemed or construed in any way as constituting the consent or request of LESSOR, express or implied, for the performance of any labor or the furnishings of any materials for a specific improvement, alteration or repair of or to the DEMISED PREMISES nor as giving LESSEE a right, power or authority to contract for or permit the rendering of any services or the furnishing of any material that would give rise to the filing of any lien against the REAL PROPERTY or any part thereof.

ARTICLE VIII-MINIMUM RENT

8.1 Except as provided in section "48.1", annual minimum rent during the original term shall be the sum of One Hundred Sixty-Eight Thousand Three Hundred Forty-Five Dollars (\$168,345.00) and shall be payable in equal monthly installments of Fourteen Thousand Twenty-Eight and 75/100 Dollars (\$14,028.75) each, in advance, on the first day of each and every month during the original term.

8.2 Annual minimum rent during the first renewal term shall be the sum of One Hundred Thirty-Four Thousand Six Hundred Seventy-Six Dollars (\$134,676.00) and shall be payable in equal monthly installments of Eleven Thousand Two Hundred Twenty-Three Dollars (\$11,223.00) each, in advance, on the first day of each and every month during the first renewal term.

8.3 Annual minimum rent during the second renewal term shall be the sum of One Hundred Forty-Nine Thousand Six Hundred Forty Dollars (\$149,640.00) and shall be payable in equal monthly installments of Twelve Thousand Four Hundred Seventy (\$12,470.00) each, in advance, on the first day of each and every month during the second renewal term.

ARTICLE XI - REAL ESTATE TAXES

9.1 LESSOR shall, in the first instance, bear, pay and discharge all real estate taxes and other assessments (collectively "real estate taxes") which are assessed, imposed, levied or charged (collectively "assessed") upon the REAL PROPERTY during the TERM.

9.2 Within thirty (30) days after being billed therefor by LESSOR, LESSEE shall pay to LESSOR, as additional rent, LESSEE'S PRO-RATA SHARE of the amount by which the real estate taxes assessed against the REAL PROPERTY in each LEASE YEAR exceeds the amount of real estate taxes assessed against the REAL PROPERTY during the first LEASE YEAR. For the purpose of this lease, a real estate tax shall be deemed assessed against the REAL PROPERTY on the first day such real estate tax is due and payable.

ARTICLE X-COMMON AREAS

10.1 LESSOR shall hold LESSEE harmless from any and all costs and expenses associated in any manner with the COMMON AREAS, except as hereinafter provided in this ARTICLE X.

10.2 LESSOR shall, in the first instance, make or cause to be made, and pay all costs and expenses for, all necessary or (i) reasonable maintenance, repairs and other non-capital improvements

of or to the COMMON AREAS; (ii) electric, gas, water and sewer utility and janitorial services for the COMMON AREAS, (iii) liability and causality insurance premiums for the REAL PROPERTY, and (iv) management costs and expenses for the REAL PROPERTY. Maintenance of the COMMON AREAS shall be deemed to include, but not be limited to, snow removal, non-hazardous waste removal, landscaping care, repair and striping of parking areas, roadways and walkways, operating and installing lighting fixtures and equipment which are located in, or used for, the COMMON AREAS.

10.3. Within thirty (30) days after being billed therefor by LESSOR, which billing shall include a copy of all invoices for which LESSOR is seeking reimbursement, LESSEE shall pay to LESSOR, as additional rent, LESSEE'S PRO-RATA SHARE of the amount by which all costs and expenses incurred by LESSOR in performing its obligations under section "10.2" (collectively, "Common Area Costs") in each LEASE YEAR exceeds the amount of Common Area Costs incurred by LESSOR during the first LEASE YEAR.

10.4 The COMMON AREAS shall at all times be subject to the exclusive control and management of LESSOR, and LESSOR shall have the right from time to time to establish, modify and enforce reasonable rules and regulations with respect to the COMMON AREAS. LESSOR shall have the right to construct, maintain and operate lighting facilities in the COMMON AREAS; to police the same; to designate areas for storage of trash and garbage, which areas, when designated by LESSOR, shall not detract from the REAL PROPERTY or cause noxious odors in the BUILDING; to close temporarily all or

any portion of the COMMON AREAS to such extent as may, in the opinion of LESSOR'S counsel, be legally sufficient to prevent a dedication thereof or the accrual of any right to any person or the public therein; and to do and perform such other acts in and to the COMMON AREAS, in the use of good business judgment, as LESSOR shall determine to be advisable with the view to the improvement of the convenience and use thereof by tenants of the REAL PROPERTY, their agents, servants, employees, customers, other invitees and licensees.

ARTICLE XI - UTILITIES

11.1 LESSOR shall, at LESSOR'S own cost and expense, provide and pay for all LESSEE'S requirements for heat and utilities, other than telephone and cable TV, used at, in or about the DEMISED PREMISES, including but not limited to, water, sewer, oil, gas and electricity. Notwithstanding any provision this section "11.1" hereinbefore to the contrary, in the event LESSEE employs at the DEMISED PREMISES any item of equipment which consumes an excessive or unusual amount of electricity, LESSEE shall reimburse LESSOR, as additional rent, within thirty (30) days after demand and notice of such excessive or unusual consumption, for the additional cost incurred by LESSOR on account thereof.

ARTICLE XII - REPAIRS

12.1 LESSOR shall, at LESSOR'S own cost and expense, take good care of the REAL PROPERTY and maintain the same in good order and condition and make all repairs necessary to do so and not required to be made by LESSEE under section "12.2".

12.2 LESSEE shall, at LESSEE'S own cost and expense take good care of the DEMISED PREMISES, its fixtures and appurtenances, and be responsible and pay for all LESSOR'S repairs and replacements to the REAL PROPERTY, including the DEMISED PREMISES, whether ordinary or extraordinary, major or minor, structural or non-structural, foreseen or unforeseen, which are necessary to keep the same in good order and condition and are necessitated by the fault or neglect of LESSEE and LESSEE'S agents, servants, employees, invitees and licensees. LESSEE shall suffer no waste or injury to the DEMISED PREMISES and shall quit and surrender the same at the end or other expiration of the TERM in good order and condition, broom clean, ordinary wear and tear and damage by the elements excepted.

ARTICLE XIII - COMPLIANCE WITH LAWS AND REGULATIONS

13.1 LESSEE shall, at LESSEE'S own cost and expense, execute and comply with all laws, orders, ordinances and regulations at any time issued or in force applicable to the DEMISED PREMISES as a result of LESSEE'S use and occupancy thereof, made by any governmental body and each and every department, official and bureau thereof, and by the appropriate Board of Fire Underwriters or similar authority, including, but not limited to, complying with all laws, ordinances, rules, regulations and orders pertaining to fire, ventilation and environmental safety.

13.2 LESSOR shall, at LESSOR'S own cost and expense, execute and comply with all laws, orders, ordinances and regulations at any time issued or in force applicable to the REAL PROPERTY made by any

governmental body and each and every department, official and bureau thereof, and by the appropriate Board of Fire Underwriters or similar authority, including, but not limited to, complying with all laws, ordinances, rules, regulations and orders pertaining to fire, ventilation and environmental safety, and not required to be complied with by LESSEE under section "13.1".

ARTICLE XIV - INSURANCE

14.1 LESSEE shall, at LESSEE'S own cost and expense, at all times during the TERM, provide and keep in force full general public liability insurance in the amount of at least One Million Dollars (\$1,000,000.00) for injury or death to any one or more persons, and damage to property, all with respect to any one (1) accident, protecting and indemnifying LESSOR from liability for injuries to persons or damage to property occurring in, at or about the REAL PROPERTY by reason of LESSEE'S use and/or occupancy of the DEMISED PREMISES. Any such policy of insurance shall name LESSOR as an additional insured thereunder.

14.2 LESSEE shall, at LESSEE'S own cost and expense, at all times during the TERM, provide and keep in force fire insurance with extended coverage endorsement on all LESSEE'S trade fixtures and equipment located in or upon the DEMISED PREMISES, in an amount equal to the full replacement cost thereof, excepting, that in the event LESSEE shall obtain such insurance with a co-insurance clause, LESSEE shall only be required to maintain such insurance in an amount equal to such co-insurance percentage of such full replacement cost, but in no event less than eighty percent (80%)

thereof.

14.3 LESSEE shall, at LESSEE'S own cost and expense, at all times during the TERM, provide and keep in force plate glass insurance on all plate glass located in or upon the DEMISED PREMISES in an amount equal to the full replacement cost thereof. Any such policy of insurance shall name LESSOR as an additional insured thereunder.

14.4 LESSEE shall, prior to commencement of the TERM, deliver to LESSOR a duplicate original or a certificate of all policies of insurance required to be provided by LESSEE under this ARTICLE XIV, together with evidence of payment therefor, and including an endorsement which states that such insurance may not be cancelled except on at least ten (10) days prior written notice to LESSOR. All policies of insurance required to be provided and kept in force by LESSEE pursuant to this ARTICLE XIV shall be written by one or more insurance companies authorized to do business in the State of New York and shall waive any rights of subrogation on the part of the insurer against LESSOR or LESSOR'S designees. At least twenty (20) days prior to expiration of any such policy, LESSEE shall deliver to LESSOR a duplicate original or a certificate of all policies procured in replacement or renewal thereof, which policy or policies, if in replacement, shall have a similar cancellation provision.

ARTICLE XV - COVENANTS

15.1 LESSEE shall not deface or disfigure any part of the DEMISED PREMISES, or suffer the same to be done, or do anything or

suffer anything to be done, which causes or may cause injury to any other part of the REAL PROPERTY.

ARTICLE XVI - CASUALTY LOSS

16.1 LESSEE shall give LESSOR immediate notice of any fire or other damage to, or destruction of, the DEMISED PREMISES or any part thereof. LESSOR shall, at LESSOR'S own cost and expense, in the event of damage to or destruction of the DEMISED PREMISES or any part thereof by fire or other cause, repair or rebuild the same and any leasehold improvements therein, within a reasonable time after such damage or destruction, provided, (i) if such damage or destruction shall occur during the last twelve (12) months of the TERM and LESSEE does not have or does not exercise an available right of renewal within thirty (30) days after such damage or destruction, or (ii) if the damage or destruction to the DEMISED PREMISES or any other portion of the BUILDING shall be so substantial as, in LESSOR'S opinion, makes repair and restoration thereof unfeasible, LESSOR shall have the right, upon notice to LESSEE, to terminate this lease and the TERM and upon such termination neither LESSOR nor LESSEE shall have any further rights or obligations with respect to or against each other as a result of this lease except that LESSEE shall remain liable for any monies due and owing to LESSOR, but unpaid, at the date of termination and LESSOR shall be entitled to retain, as LESSOR'S own property, any insurance payable by virtue of any policy of insurance owned by LESSOR with respect to the REAL PROPERTY or any part thereof. No claim shall be made by LESSEE against LESSOR in any case for

compensation or damages by reason of interruption of LESSEE'S business as a result of any damage to or destruction of the DEMISED PREMISES by fire or other cause, or arising from the necessity of repairing and rebuilding the same. LESSEE shall be entitled to equitable abatement of rent during any period of time that LESSEE is unable to use the DEMISED PREMISES or any portion thereof by reason of damage thereto or destruction thereof by fire or other casualty.

ARTICLE XVII - EMINENT DOMAIN

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

17.2 If part, but not the whole, of the REAL PROPERTY shall be taken and condemned by any competent authority for any public use or purpose, and LESSEE is unable to substantially use the DEMISED PREMISES for the uses which LESSEE is authorized to use the same, the TERM shall cease at the time of such taking or condemnation.

17.3 If part, but not the whole, of the REAL PROPERTY shall be taken and condemned by any competent authority for any public use or purpose, and LESSEE is still substantially able to use the DEMISED PREMISES for the uses which LESSEE is authorized to use the same, this lease and the TERM shall continue and rent shall be equitably abated; provided, however, that in such event LESSOR shall, at LESSOR'S own cost and expense, make all necessary repairs or alterations to the DEMISED PREMISES so as to constitute that

portion of the DEMISED PREMISES not taken a complete architectural unit and as nearly similar in character to the DEMISED PREMISES immediately prior to the taking.

17.4 Any award resulting from any taking or condemnation of any part or the whole of the REAL PROPERTY by any competent authority for any use or purpose shall belong to, and be the sole and exclusive property of, LESSOR, and LESSEE hereby assigns to LESSOR all right and claim which LESSEE may otherwise have to such award and agrees to execute any and all instruments or other documents which at any time may be necessary or requested by LESSOR therefor. Notwithstanding any provision of this section "17.4" hereinbefore to the contrary, LESSEE shall be entitled to recover any relocation expense or moving expense which the law provides to a tenant upon a taking or condemnation as well as payment for any trade fixtures and equipment which are not or do not become the property of LESSOR under the terms of this lease.

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

ARTICLE XVIII - LESSOR'S PROPERTY

18.1 All improvements made by LESSEE to or upon the DEMISED PREMISES, except for trade fixtures, shall, when made, at once be deemed to be part of the DEMISED PREMISES and shall become the sole and exclusive property of LESSOR. However, unless otherwise agreed by LESSOR, LESSEE shall, at the end or other expiration of the TERM, remove the same if requested by LESSOR.

ARTICLE XIX - LESSOR'S NON-LIABILITY

19.1 LESSOR shall not be liable to LESSEE for any shortage or failure of heat or utilities nor for interference with other incorporeal hereditaments regardless of the cause therefor, unless caused by LESSOR'S willful misconduct; neither shall LESSOR be liable for any latent defects in the DEMISED PREMISES. No diminution or abatement of minimum rent or additional rent or any of LESSEE'S other obligations hereunder shall be allowed for any reason or circumstance whatsoever unless expressly provided for in this lease. No interruption or curtailment of any utilities shall be deemed a constructive eviction. In the event heat or utilities to the DEMISED PREMISES become unavailable for any reason other than LESSEE'S fault and the DEMISED PREMISES are thereby rendered unsuitable for LESSEE'S use and occupancy for more than twenty-four (24) continuous hours, annual minimum rent shall be abated until the DEMISED PREMISES are again suitable for such use and occupancy.

ARTICLE XX - INSPECTION

20.1 LESSOR or LESSOR'S agents or designated representatives shall be permitted to enter the DEMISED PREMISES at all reasonable times during LESSEE'S usual business hours, and in the case of an emergency, at any time, for the purpose of inspecting the DEMISED PREMISES and making any necessary repairs thereto and performing any work therein that may be necessary by reason of LESSEE'S default under the terms of this lease. Nothing herein shall imply any duty on the part of LESSOR to do any work which under any provision of this lease LESSEE is required to perform, and the

performance thereof by LESSOR shall not constitute a waiver of LESSEE'S default. LESSOR may, during the progress of any work on or in the DEMISED PREMISES, keep and store upon the DEMISED PREMISES all necessary materials, tools and equipment. LESSOR shall not in any event be liable for inconvenience, annoyance, disturbance, loss of business or other damage to LESSEE or LESSEE'S subtenants by reason of making such repairs or performing any such work on or in the DEMISED PREMISES, or on account of bringing materials, supplies, tools or equipment into or to the DEMISED PREMISES during the course of such work, and the obligations of LESSEE under this lease shall not thereby be effected in any manner.

20.2 During the last three (3) months of the TERM, LESSOR shall have the right, at reasonable times upon prior notice to LESSEE, to enter the DEMISED PREMISES and show the same to prospective tenants thereof and may, during such final three (3) month period, affix to any suitable part of the DEMISED PREMISES (not a show window) a notice of letting the DEMISED PREMISES and shall have the right to keep the same affixed without hindrance or molestation.

20.3 LESSEE shall permit an inspection of the DEMISED PREMISES by or on behalf of prospective purchasers of the REAL PROPERTY at all reasonable times during the TERM, upon prior notice to LESSEE, and LESSOR may, at any time during the TERM, affix to any suitable part of the DEMISED PREMISES (not a show window) a notice that the REAL PROPERTY is for sale and shall have the right to keep the same affixed without hindrance or molestation.

ARTICLE XXI - MECHANIC'S LIEN

21.1 If a notice of mechanic's lien be filed against the REAL PROPERTY or any part thereof for, or purporting to be for, labor or materials alleged to have been furnished to or for the DEMISED PREMISES at the request of LESSEE, LESSEE shall remove or discharge the same within fifteen (15) days thereafter, and if LESSEE shall fail to remove or discharge such lien within such fifteen (15) day period, LESSOR shall have the right, but not the obligation, to pay the amount of such lien or discharge the same by deposit or bonding proceedings, without regard to the validity of such lien, and in the event of such deposit or bonding proceedings, LESSOR may require the lienor to prosecute an appropriate action to enforce the lienor's claim and, in such case, LESSOR may pay any judgment recovered on such claim. Any liability or expense paid by LESSOR as provided in this section "21.1" shall be deemed additional rent and shall be due and payable from LESSEE to LESSOR concurrently with the next monthly installment of annual minimum rent due after LESSOR gives LESSEE notice of such payment by LESSOR.

ARTICLE XXII - ATTORNMENT

22.1 In the event the REAL PROPERTY or any part thereof containing the DEMISED PREMISES is sold voluntarily or pursuant to any mortgage foreclosure sale, or pursuant to the exercise of any power of sale under any mortgage made by LESSOR covering the REAL PROPERTY or such part thereof, LESSEE shall attorn to the purchaser at such sale and recognize such purchaser at the "LESSOR" under this lease.

ARTICLE XXIII - SUBORDINATION

23.1 This lease is and shall be subject and subordinate to the lien of any mortgage which LESSOR has heretofore or may hereafter place upon the REAL PROPERTY or any part thereof, and to all terms, conditions or other provisions of such mortgage, and to any renewals, extensions, modifications or replacements thereof, provided that so long as LESSEE is not in such default under this lease as would entitle LESSOR to terminate this lease, LESSEE'S possession of the DEMISED PREMISES and all of LESSEE'S rights and privileges under this lease during the TERM shall not be diminished or interfered with by the holder of any mortgage hereafter placed upon the REAL PROPERTY or any part thereof. LESSEE agrees to execute, acknowledge and deliver any and all reasonable documents which may be requested in order to effectuate the aforesaid subordination, and if LESSEE shall fail and neglect to execute, acknowledge and deliver any such instrument, LESSOR, in addition to any other remedies, may, as agent or attorney-in-fact of LESSEE, execute, acknowledge and deliver the same on behalf of LESSEE and LESSEE hereby irrevocably nominates, constitutes and appoints LESSOR as LESSEE'S proper and legal attorney-in-fact for such purpose, hereby ratifying all such acts that LESSOR may do as such attorney-in-fact for such purpose.

ARTICLE XXIV - ASSIGNMENT AND SUBLETTING

24.1 LESSEE shall have no right to assign this lease or sublet the DEMISED PREMISES without the prior written consent of LESSOR, which consent shall not be unreasonably withheld or

delayed. If this lease be assigned or the DEMISED PREMISES or any part thereof be sublet with LESSOR'S prior written consent, LESSEE shall remain fully liable for, and shall not be released from, performing any of the terms and conditions of this lease. Furthermore, in the event that after any such subletting LESSEE shall default in making payment to LESSOR of any monies required to be paid under this lease, LESSOR shall have the right thereafter and until such default is cured, to directly collect the rent from LESSEE'S subtenant and such subtenant shall have the right, upon written notice from LESSOR, to rely on LESSOR'S demand for such rent so that such subtenant shall bear no liability for failure to pay the same to LESSEE.

ARTICLE XXV - NOTICE

25.1 Any notice or demand which under the terms of this lease or any statute must or may be given or made by either LESSOR or LESSEE, shall be in writing and shall be given or made by mailing the same by certified or registered mail, return receipt requested, or by recognized national overnight courier, to the addressee at its address first above written or such other address which either LESSOR or LESSEE from time to time may designate by notice to the other in accordance with this section "25.1", and, in addition, as to notice to LESSOR, a copy shall be given to Brian A. Gaetano at 258 Genesee Street, Utica, New York 13502. Any such notice shall be deemed given on the day the notice is deposited with the United States Postal Service, except that if such day is a Sunday or other national holiday, it shall be deemed given on the first business

day thereafter and except that notice of change of address shall be deemed given when delivered to the addressee or to the addressee's last known address.

ARTICLE XXVI - PAYMENT

26.1 All payments or evidence of payment required to be made or provided by LESSEE to LESSOR shall be made and provided to LESSOR in care of Brian A. Gaetano, 258 Genesee Street, Utica, New York 13502 or at such other place or places of which LESSOR may from time to time give notice to LESSEE.

ARTICLE XXVII - REPRESENTATIONS

27.1 LESSOR has not made any representations or promises to LESSEE as to any matter or thing except as may be specifically set forth in this lease and LESSEE hereby acknowledges that LESSEE is not relying on any representations of any kind or nature other than as may be specifically set forth in this lease.

ARTICLE XXVIII - HOLDOVER

28.1 Should LESSEE continue to occupy the DEMISED PREMISES after expiration of the TERM, or after a forfeiture incurred, whether with or without the consent of LESSOR, then, unless expressly provided otherwise in a writing signed by LESSOR, such tenancy shall be from month-to-month, and in no event from year-to-year, or term-to-term, and such month-to-month tenancy shall be under all the terms, covenants and conditions of this lease, including rent payable, existing immediately preceding such expiration or which, in the case of forfeiture, would thereafter have been payable but for such forfeiture.

ARTICLE XXIX - CHANGES

29.1 This lease may not be modified, changed, discharged or terminated except by a written instrument executed by both LESSOR and LESSEE.

ARTICLE XXX - WAIVER

30.1 Failure of LESSOR to insist in any one or more instances upon strict performance of any of the covenants of this lease which LESSEE is required to perform, or to exercise any option herein contained, shall not be considered or construed as a waiver or relinquishment for the future of such covenants or option, but the same shall continue and remain in full force and effect. Receipt by LESSOR of annual minimum rent or additional rent, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach and no waiver by LESSOR of any provision of this lease shall be deemed to have been made unless expressed in writing, signed by LESSOR. Any written consent by LESSOR required under this lease shall not, if given, be construed as a waiver of the need therefor in the future.

ARTICLE XXXI - GENERAL

31.1 Any covenant mentioned in this lease to be performed by LESSEE shall be performed, unless otherwise provided and if not already so stated, at LESSEE'S own cost and expense and at all times during the TERM and shall be deemed a condition as well as a covenant.

ARTICLE XXXII - REAL ESTATE BROKER

32.1 LESSEE warrants and represents to LESSOR that no real

estate broker or other person entitled to compensation has been instrumental in bringing about this lease except Brian A. Gaetano whose compensation shall be the sole responsibility of, and be paid for by, LESSOR. Furthermore, if any person makes claim for such compensation other than Brian A. Gaetano and LESSOR is required to pay for the same or incur any expense in connection therewith on account of it being established that such person was retained by LESSEE or acted at LESSEE'S request, expressed or implied, LESSEE shall hold LESSOR harmless therefrom and indemnify LESSOR for any payment or expense which LESSOR is required to make or incur on account thereof.

ARTICLE XXXIII - INVALIDITY

33.1 The invalidity or unenforceability of any provision of this lease shall in no way effect the validity or enforceability of any other provision hereof.

ARTICLE XXXIV - DEFAULT

34.1 If, before or after the commencement of the TERM, any person designated as LESSEE shall, pursuant to any statute, either of the United States or any state, file in any court a petition in bankruptcy or insolvency, or for reorganization or arrangement, or for appointment of a receiver or trustee of all or any portion of such persons's property, and such petition shall not have been dismissed within thirty (30) days after the commencement of any such proceeding, the TERM shall thereby, at the option of LESSOR, cease, and LESSEE shall immediately quit and surrender the DEMISED PREMISES to LESSOR, and in that case, neither LESSEE nor anybody

claiming under LESSEE shall be entitled to go into possession of the DEMISED PREMISES.

34.2 If, after commencement of the TERM, any of the events mentioned in the immediately preceding section "34.1" shall occur; or if the DEMISED PREMISES become vacant, abandoned or deserted for a period of thirty (30) days or more; or if the DEMISED PREMISES are used for some purpose other than the uses permitted under this lease, or if the same are used for some purposes restricted under this lease and any such use continues for more than fifteen (15) days after notice from LESSOR; or if any execution, attachment or other process of law which deprives LESSEE of LESSEE'S estate created by this lease is issued and LESSEE fails to vacate or set aside such execution, attachment or other process within thirty (30) days after such issuance; or if LESSEE shall make default in fulfilling any of the covenants of this lease other than the provisions for the payment of annual minimum rent or additional rent or removal of mechanic's lien and LESSEE shall fail to cure such default within ten (10) days after LESSOR gives LESSEE notice thereof; or if LESSEE shall default in payment of annual minimum rent or any item of additional rent or any part of either for a period of more than ten (10) days after notice; or if LESSEE shall default in removal of a mechanic's lien within the time specified in section "21.1"; then, in any of such events, the TERM shall thereby, at the option of LESSOR, on the day specified in a notice from LESSOR to LESSEE of exercise of such option, cease, and LESSEE shall immediately quit and surrender the DEMISED PREMISES to

LESSOR, but LESSEE shall remain liable as hereinafter provided.

34.3 If LESSOR has exercised the option to cause the TERM to cease as hereinbefore provided in this ARTICLE XXXIV, LESSOR may immediately or at any time thereafter, re-enter the DEMISED PREMISES and remove all persons and all or any property therefrom, either by summary proceedings or by any suitable action or proceeding at law, without being liable for indictment, prosecution or damages therefor, and may repossess and enjoy the DEMISED PREMISES. Whether or not LESSOR exercises the option to cause the TERM to cease, LESSOR may either relet the DEMISED PREMISES or any part or parts thereof for LESSOR'S own account, or may, at LESSOR'S option, relet the DEMISED PREMISES or any part or parts thereof as the agent of LESSEE, and receive the rents therefrom, applying the same first to payment of such expenses as LESSOR may have incurred in reletting, then to the fulfillment of LESSEE'S covenants herein and, at the expiration of the TERM, any excess then remaining, without interest, shall be paid to LESSEE, who shall remain liable for any deficiency then existing. LESSOR may relet the DEMISED PREMISES for a term extending beyond the TERM and LESSEE shall nevertheless remain liable as hereinbefore provided. In the event the TERM shall cease as provided in this ARTICLE XXXV, then whether or not the DEMISED PREMISES be relet, LESSEE shall remain liable for, and LESSEE hereby agrees to pay to LESSOR until the time when this lease would have expired but for such termination or early expiration, the equivalent of the amount of all the annual minimum rent and additional rent reserved herein, less the avails of

reletting, if any, and the same shall be due and payable by LESSEE to LESSOR on the several rent days hereinbefore specified, that is, upon each of such rent days LESSEE shall pay to LESSOR the amount of the deficiency then existing. LESSEE hereby expressly waives any and all right of redemption in case LESSEE shall be dispossessed by judgment or warrant of any court or judge and LESSEE shall waive and hereby waives all right to trial by jury in any summary proceedings hereafter instituted by LESSOR against LESSEE with respect to the DEMISED PREMISES. The words "re-enter" and "re-entry" as used in this lease are not restricted to their technical legal meanings.

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

34.5 In the event of the breach or threatened breach by LESSEE of any of the covenants and conditions of this lease, LESSOR shall have the right of injunction and a right to invoke any remedy at law or in equity, as if re-entry, summary proceedings and other remedies were not provided herein.

34.6 In the event that the DEMISED PREMISES shall become

vacant by reason of LESSEE'S removal therefrom, whether by reason of a default or not, LESSOR shall have no obligation to attempt to relet the DEMISED PREMISES or to repair any damages thereto caused by LESSEE.

ARTICLE XXXV - ENTIRE AGREEMENT

35.1 No oral statement or written matter prior to the date of this lease shall have any effect or force. No waiver of any provisions of this lease shall be effective unless in writing, signed by the waiving party. The submission by LESSOR of the within lease in draft form shall be deemed submitted solely for LESSEE'S consideration and not for acceptance, and execution shall confer no rights or impose any obligations, including brokerage obligations, upon either LESSOR or LESSEE unless and until LESSOR and LESSEE shall both have executed this lease and duplicate originals thereof shall have been received by each.

ARTICLE XXXVI - INDEMNITY

36.1 LESSEE agrees to indemnify and save LESSOR harmless from and against any and all claims, demands, costs, expenses and liabilities (except such as result from the intentional or negligent act of LESSOR or LESSOR'S agents, servants or employees or the failure of LESSOR to perform any act or do anything required of LESSOR under this lease) for or in connection with any accident, injury or damage whatsoever caused to any person or property arising or occurring at the REAL PROPERTY or any part thereof arising directly or indirectly out of the business conducted in, or otherwise by reason of LESSEE'S use and occupancy of, the DEMISED

PREMISES.

ARTICLE XXXVII - SECURITY

37.1 LESSOR shall have no obligation of any kind to keep the DEMISED PREMISES secure, all obligations for such security to be solely upon LESSEE.

ARTICLE XXXVIII - SIGNS

38.1 LESSEE shall not, without LESSOR'S prior written consent, place or install any signs on the roof or any exterior walls of the DEMISED PREMISES. Any sign installed by LESSEE shall conform in every way with the rules and regulations of any governmental body, department or agency having jurisdiction thereover, and with any law of the state, county and/or municipality with regard thereto. No sign on the exterior of the DEMISED PREMISES shall be "flashing" or "animated" or one which would otherwise have variations in the intensity of illumination, except with LESSOR'S prior written consent.

ARTICLE XXXIX - RELATIONSHIP

39.1 No provision of this lease is intended to create a partnership between LESSOR and LESSEE, or make LESSOR and LESSEE joint venturers, or make LESSOR and LESSEE in any way responsible for the debts or losses of the other.

ARTICLE XL - SEPARABILITY

40.1 If any provision of this lease shall be determined to be void or unenforceable by a court of competent jurisdiction, the remaining provisions shall not thereby be affected.

ARTICLE XLI - QUIET ENJOYMENT

41.1 LESSEE, upon paying the annual minimum rent and additional rent and other charges provided for by this lease, and performing all the other terms of this lease on LESSEE'S part to be performed, shall quietly have and enjoy the DEMISED PREMISES during the TERM without hindrance or molestation by anyone claiming by or through LESSOR, subject, however, to the reservations and conditions of this lease and any mortgage to which this lease is now or hereafter may be subordinate.

ARTICLE XLII - CERTIFICATION

42.1 At any time and from time to time during the TERM, LESSEE shall, upon ten (10) days prior notice from LESSOR, execute, acknowledge and deliver to LESSOR a certification that this lease is unmodified and in full force and effect (or if there shall have been modifications, that this lease is in full force and effect as modified, specifying such modifications); confirming the amounts and dates to which annual minimum rent, additional rent and other charges have been paid; and stating whether or not, to the knowledge of LESSEE, any default by LESSOR then exists under this lease, and if a default is alleged to exist, specifying such default, it being intended that any such statement delivered pursuant hereto may be relied upon by LESSOR and others.

ARTICLE XLIII - CAPTIONS

43.1 The section captions contained in this lease are for convenience only and do not define, limit or construe the contents of such sections and are in no way to be construed as part of this lease.

ARTICLE XLIV - DEFINITIONS

44.1 Wherever in this lease the singular number is used, the same shall include the plural, and the masculine, feminine and neuter gender shall include each other, if otherwise applicable or appropriate.

ARTICLE XLV - EXCULPATION

45.1 The term "LESSOR" as used in this lease shall mean Charles Gaetano, d/b/a CG Properties, so long as he has not conveyed his right, title and interest in the REAL PROPERTY and, should he make such conveyance, it shall thereupon be entirely released from all covenants and other obligations of LESSOR under this lease and the term "LESSOR" shall apply to the grantee and the benefits of this subsection "45.1" shall apply to such grantee and subsequent grantees, if any.

45.2 In the event of any default by LESSOR in performing any of LESSOR'S obligations under this lease, LESSOR shall have no personal liability on account thereof and LESSEE shall look solely to LESSOR'S right, title and interest in the REAL PROPERTY or to any insurance proceeds received by LESSOR relating to the REAL PROPERTY as LESSEE'S sole remedy.

ARTICLE XLVI - LATE CHARGE, ATTORNEYS FEES

NOT APPLICABLE TO THIS LEASE.

ARTICLE XXXXVII - BENEFIT

47.1 This lease shall be binding upon and inure to the benefit of the parties hereto, their respective distributees, executors, administrators and assigns, and if there be more than one person jointly referred to as "LESSEE" each such person so jointly referred to shall be jointly and severally liable for all

of the covenants, agreements and obligations on the part of "LESSEE" contained in this lease.

ARTICLE XXXXVIII - EARLY OCCUPANCY

48.1 LESSEE shall have the right to take possession of, and use and occupy, any portion of the DEMISED PREMISES which is or becomes vacant and unoccupied at or after the date hereof and prior to the COMMENCEMENT DATE and with respect to which no LESSOR'S WORK is required or, if required, LESSOR'S WORK has been substantially completed. In the event LESSEE does take such early occupancy, all of the terms and provisions of this Lease applicable during the original term shall be applicable to any such portion of the DEMISED PREMISES possessed, used and/or occupied (collectively, "possessed") by LESSEE prior to the COMMENCEMENT DATE, except that the monthly installments of annual minimum rent applicable during such pre-COMMENCEMENT DATE period (the "Pre-TERM Period") shall be equal to one-twelfth (1/12) of the product of (i) the amount of square foot floor area of the DEMISED PREMISES possessed by LESSEE each month during the Pre-TERM Period (if such amount of space possessed increases during any such month, the average amount of space so possessed [the "average space"] shall be used for this calculation) multiplied by (ii) Seven and 75/100 Dollars (\$7.75) and LESSEE'S PRO-RATA SHARE shall be reduced to the proportion that the average space possessed by LESSEE each month of the Pre-TERM Period bears to the total square foot floor area of the DEMISED PREMISES (e.g., if LESSEE occupies 60% of the DEMISED PREMISES, its PRO-RATA SHARE for such month of the Pre-TERM Period shall be 30% rather than 50%). For the purposes of this section "48.1", the rent for a month during the Pre-TERM Period shall initially be

payable on the first (1st) day of such month (if LESSEE then possesses any floor area of the DEMISED PREMISES) based on the square foot floor area of the DEMISED PREMISES then possessed by LESSEE, and if the average space ultimately possessed for such month is greater, LESSEE shall, with the next monthly installment of rent, pay the deficiency.

IN WITNESS WHEREOF, LESSOR and LESSEE have executed this lease the day and year first above written.

COUNTY OF ONEIDA, LESSEE

by: *Ralph Kearney*

Charles A. Gaetano

CHARLES A. GAETANO, d/b/a
CG PROPERTIES, LESSOR

Approved As To Form
ONEIDA COUNTY ATTORNEY

By: *[Signature]*

PAUL BUILDING
209 ELIZABETH STREET
UTICA, NEW YORK

Building Standards

Areas of the building interior that are standard at the Paul Building include:

1. Mechanical room for heating/ventilation/air conditioning equipment, electrical service, utility meters and phone equipment.
2. Mens room and womens room with ceramic tile floor and base, vinyl wallcovering, formica vanity sink areas and large mirror.
3. 400 amp 120/208 volt electrical service fed underground to the building.

Included as part of the building standard allowance are the following items:

A. DEMISED WALLS

Demising walls between tenant areas constructed with 3 5/8" steel studs and 5/8" fire rated gypsum wallboard. Fiberglass insulation (3 1/2") is provided for sound attenuation. Partitions to extend from floor to structure above. Wallboard to be taped, spackled and painted.

B. INTERIOR PARTITIONS

Building standard interior partitions are ceiling height 1/2" gypsum wallboard, affixed to both sides of 3 5/8" steel studs set 16" on center.

All walls will extend through the T-bar ceiling system for added sound privacy between rooms and to permit ceiling pattern to be planned to best fit each room.

All partitions will have resilient base molding at floor lines.

C. DOORS FRAMES/HARDWARE

Interior door will be solid core, 1 3/4" thick, 6'8" high to complement the interior design. Doors to be stained or painted.

D. CEILINGS

Standard ceiling will be 2' x 4' recessed acoustical lay in tile in a white T-bar grid.

E. CARPET

Standard carpet will be 28 ounce nylon commercial loop carpet installed direct glue down method. A wide selection of carpet colors are available.

F. BASEBOARD

Building standard base is 4" vinyl or rubber base in a variety of colors to complement the tenant/owner color scheme.

G. INTERIOR WALL FINISH

All interior walls to be finished with one coat of primer and one finish coat. Color to be selected by tenant/owner. Limit of two colors.

H. ELECTRICAL SERVICE

Main service is 120/208 volt 400 amp panel fed underground to the building mechanical room. Building standard allowance will include:

1. One 2' x 4' four bulb, 160 watt fluorescent light with acrylic lens per 80 square feet of space, providing an average light level of 50 foot candles.

H. ELECTRICAL SERVICE (continued)

2. One switch will be provided for every four light fixtures.
3. One duplex electrical outlet will be provided for every 75 square feet of space.
4. Exit signs and emergency lighting provided per code requirements.

I. PLUMBING

The building will have the following basic plumbing fixtures.

One mens room and one ladies room on the first and second floor.

First floor mens room and first floor ladies room will have one toilet and one sink.

One uni-sex handicap accessible bathroom on the first floor with one toilet and sink. Second floor mens room will have one toilet, one urinal and two sinks. Second floor ladies room will have two toilets and two sinks.

J. HEATING AND AIR CONDITIONING

Building heat provided by gas hot water baseboard. Each suite will have individual thermostats.

Air conditioning provided to each suite by ducts through ceiling with 2'x 2' diffusers incorporated in the ceiling system.

THIS FIRST LEASE MODIFICATION AGREEMENT, made the ___ day of November, 2001 BETWEEN

CHARLES A. GAETANO, d/b/a CG PROPERTIES, with an office at 311 Turner Street, Utica, New York 13501 ("LESSOR"),

and

ONEIDA COUNTY, a Municipal Corporation organized under the laws of the State of New York with its principal offices at 800 Park Avenue, New York 13501 ("LESSEE");

W I T N E S S E T H:

WHEREAS, LESSOR and LESSEE entered into an undated written Lease agreement (the "Lease") with respect to the entire first and second floors of LESSOR'S building located at 209 Elizabeth Street in the City of Utica, County of Oneida, State of New York (the "Building"), the term of which Lease commenced the first day of January, 1998, and

WHEREAS, LESSEE desires to lease from LESSOR approximately two thousand four hundred (2,400) square feet of additional space on the third floor of the Building, and LESSOR is willing to lease the same to LESSEE, and

WHEREAS, the parties desire to modify the Lease accordingly, and have reached an understanding in that regard and this instrument is intended to formalize and memorialize that understanding,

NOW, THEREFORE, in consideration of the foregoing, the Lease shall be and hereby is, modified as follows:

1. Definitions

1.1 Fully capitalized words hereinafter used in this Agreement shall have the same meanings as given to them in the

CHARLES A. GAETANO
d/b/a CG PROPERTIES

PAUL BUILDING
201 ELIZABETH STREET – ONEIDA COUNTY
ADDITIONAL RENT – REAL ESTATE TAXES
AND COMMON AREA EXPENSE
1998 (BASE YEAR) vs. 1999

	<u>1998 BASE</u>	<u>1999</u>	<u>INCREASE OVER BASE YEAR</u>
<u>REAL ESTATE TAXES</u>			
County	\$3,430	\$3,783	
City	5,402	5,609	
School	<u>6,986</u>	<u>7,454</u>	
	<u>\$15,818</u>	<u>\$16,846</u>	<u>\$1,028</u>
<u>UTILITIES</u>			
Gas & Electric – Total	\$40,007	\$43,464	
% Allocation-Common Areas	<u>x 15.5%</u>	<u>x 15.5%</u>	
Common Area Electric & Gas	<u>6,201</u>	<u>6,737</u>	<u>\$ 536</u>
<u>OTHER COMMON AREA EXPENSES</u>			
Water & Sewer	3,757	6,375	
Janitorial Services	9,625	10,107	
Janitorial Supplies	4,102	4,389	
Rubbish Removal	3,276	3,244	
Elevator	974	918	
Insurance	1,683	1,764	
Pest Control	535	599	
Telephone (Central Fire Station)	<u>345</u>	<u>438</u>	
Total Other Common - Fee Expenses	<u>24,297</u>	<u>27,834</u>	<u>\$3,537</u>
Total Increases Over Base Year			\$5,101
Lessee's Pro Rata Share			50%
Additional Rent Due – 1999			<u>\$2,550.50</u>

Lease.

2. Modifications The Lease shall be, and hereby is, amended and modified, effective as of December 1, 2001, as follows:

2.1 Section "1.1.4" of the Lease shall be, and hereby is, amended and modified to read as follows in place and stead of the present provisions thereof:

1.1.4 DEMISED PREMISES - The (i) entire first and second floors of the BUILDING except for those portions thereof necessary for access to and from the roof and other floors located in the BUILDING, which excepted portions are part of the COMMON AREAS, and (ii) approximately two thousand four hundred (2,400) square feet of floor space on the third (3rd) floor of the Building, which third (3rd) floor space is outlined in red on the copy of the third (3rd) floor layout annexed hereto as Exhibit A.

2.2 Section "1.1.9" of the Lease shall be, and hereby is, amended and modified to read as follows in place and stead of the present provisions thereof:

1.1.9 LESSEE'S PRO-RATA SHARE - Fifty-eight and one-third percent (58.333%).

2.3 ARTICLE VIII of the Lease shall be, and hereby is, amended and modified to read as follows in place and stead of the present provision thereof:

ARTICLE VIII-MINIMUM RENT

8.1 Annual minimum rent during the original term shall be the sum of One Hundred Eighty-Six Thousand Nine Hundred Forty-Five Dollars (\$186,945.00) and shall be payable in equal monthly installments of Fifteen Thousand Five Hundred Seventy-Eight and 75/100 Dollars (\$15,578.75) each, in advance, on the first day of each and every month during the original term.

8.2 Annual minimum rent during the first renewal term shall be the sum of One Hundred Fifty-Six Thousand

Two Hundred Seventy-Six Dollars (\$156,276.00) and shall be payable in equal monthly installments of Thirteen Thousand Twenty-Three Dollars (\$13,023.00) each, in advance, on the first day of each and every month during the first renewal term.

8.3 Annual minimum rent during the second renewal term shall be the sum of One Hundred Seventy-Three Thousand Six Hundred Forty Dollars (\$173,640.00) and shall be payable in equal monthly installments of Fourteen Thousand Four Hundred Seventy (\$14,470.00) each, in advance, on the first day of each and every month during the second renewal term.

3. LESSOR'S Work

3.1 On or before December 1, 2001, LESSOR shall, at LESSOR'S cost and expense, paint the third floor portion of the DEMISED PREMISES, clean the carpeting located therein and re-glue any wall covering therein where needed.

4. Ratification

4.1 Except as hereinbefore amended and modified, the Lease shall be, and hereby is, ratified and affirmed, and the Lease, together with this First Lease Modification Agreement, shall constitute the entire Lease agreement between the parties with respect to the DEMISED PREMISES.

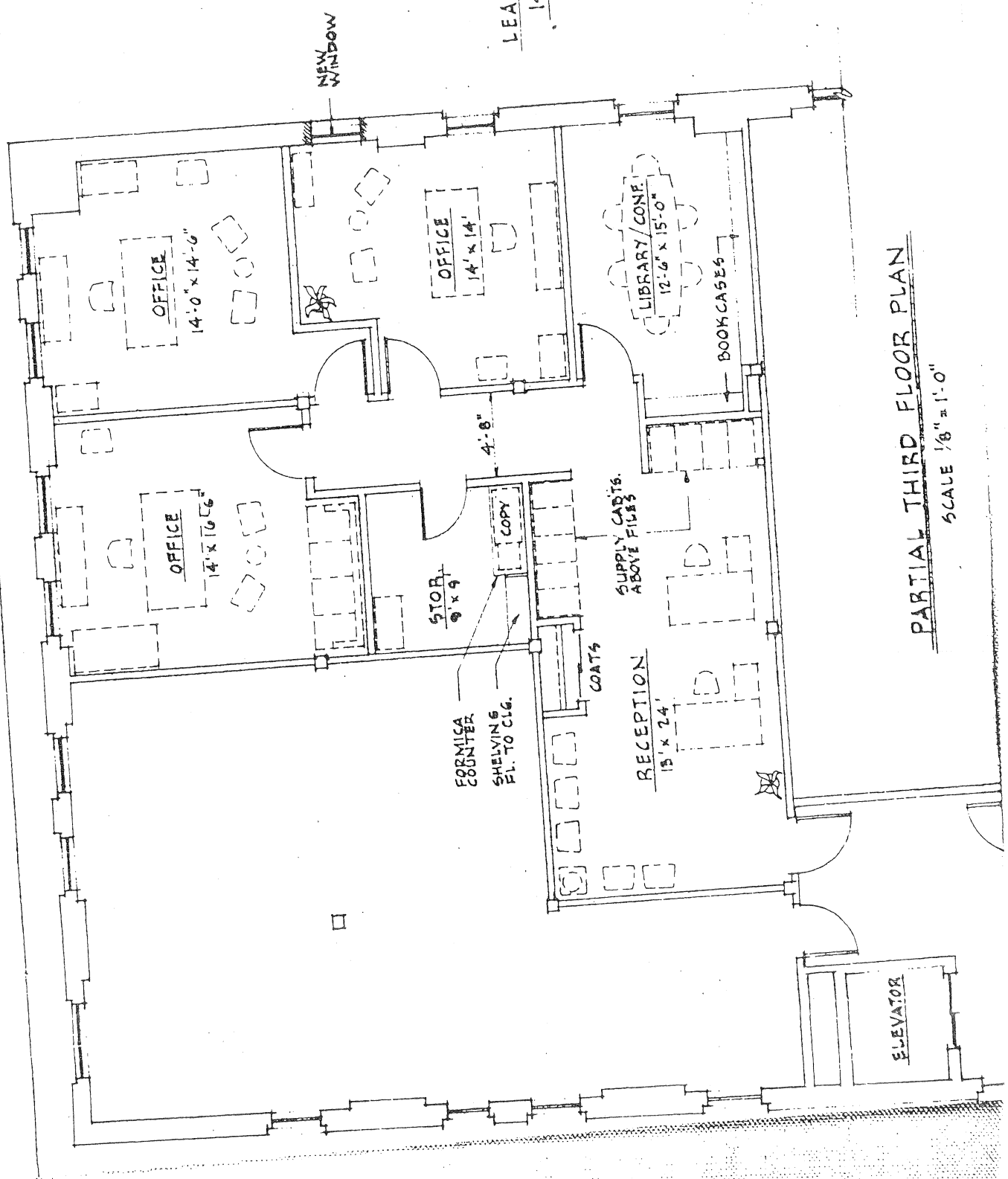
IN WITNESS WHEREOF, LESSOR and LESSEE have executed this First Lease Modification Agreement the day and year first above written.

CHARLES A. GAETANO, d/b/a
CG PROPERTIES, LESSOR

COUNTY OF ONEIDA, LESSEE

by: _____
RALPH EANNACE, County Executive

LEASABLE AREA
1483 S.F.



PARTIAL THIRD FLOOR PLAN
SCALE 1/8" = 1'-0"

SECOND MODIFICATION AGREEMENT

THIS AMENDMENT OF LEASE dated the _____ day of _____, 2003 by and between CHARLES A GAETANO, d/b/a CG Properties, with offices located at 311 Turner Street, Suite 205, Utica, New York, 13501, hereinafter referred to as "LESSOR" and ONEIDA COUNTY, a municipal corporation organized under the laws of the State of New York, with principal offices located at 800 Park Avenue, Utica, New York, 13501, hereinafter referred to as "LESSEE".

WITNESSETH

WHEREAS, the Lessor and the Lessee entered into a lease agreement ("original lease") on or about August, 1997 for the rental of office space on the first and second floors of the Lessor's building located at 209 Elizabeth Street, Utica, New York for the use of the Lessee's Workforce Development and Social Services departments, and

WHEREAS, the original lease was modified on or about April, 2002 to include additional rental space on the third floor of the aforesaid building, also for the use of the Department of Social Services, and

WHEREAS, the Lessor and the Lessee now wish to extend the term of the original lease and add certain amendments thereto,

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Lessor and Lessee agree as follows:

1. The Lessor and the Lessee agree that the demised premises leased to the Lessee at 209 Elizabeth Street, Utica, New York shall consist of the following approximate square footage amounts on their respective floors: 1st floor-7,482 sq.ft; 2nd floor-5,722 sq. ft.; 3rd floor-2400 sq.ft.
2. Space leased on the 2nd floor shall be reduced from 7,482 sq.ft. to 5,722 sq.ft. effective May 1, 2003.
3. Minimum rent during the first renewal term, January 1, 2003 to December 31, 2007, shall be Thirteen Thousand Twenty-Three Dollars (\$13,023.00) per month from January 1, 2003 through June 30, 2003 and ~~Eleven Thousand Seven Hundred Three Dollars (\$11,703.00) per month from July 1, 2003 through December 31, 2007.~~
4. Minimum rent during the second renewal term, January 1, 2008 to December 31, 2013, shall be Thirteen Thousand-Three Dollars and Thirty-Four Cents (\$13,003.34) per month.

5. In the event Lessee purchases or leases new space outside of Lessor's building at 209 Elizabeth Street, Utica, New York (the "Building"), or rehabilitates existing space already owned by the Lessee, for the purposes of relocating to such purchased, leased or rehabilitated space all or some of the office and personnel presently located in the Building, Lessee shall have the right (the "Relocation Right"), either at one time or at various times, to relinquish space comprising the Demised Premises to the extent Lessee determines it is no longer required by reason of such relocation. In order to exercise the Relocation Right, Lessee shall give Lessor at least one hundred eighty (180) days prior notice of such relocation, which notice shall specify the exact date the relocation will occur and identify the space to be relinquished. In the event that such notice is timely given, the space so relinquished shall, on the date it is first fully vacated and unoccupied (the "Relinquishment Date"), no longer be a part of the Demised Premises. From and after the Relinquishment Date, (i) Lessee shall have no future obligation for the relinquished space, other than to leave same in the condition Lessee is required to leave the Demised Premises at the end or other termination of the Lease, (ii) the annual minimum rent and each monthly installment, thereafter due and, shall be reduced in the proportion that the relinquished space bears to all of the space comprising the Demised Premises immediately before such relinquishment and (ii) all other terms and provisions of the Lease shall continue to apply to the Demised Premises as reduced .
6. The parties hereto agree to extend the term of the original lease pursuant to Article IV of such lease for a term of five (5) years commencing on January 1, 2003 and ending on December 31, 2007 unless sooner terminated in accordance with the provisions of the original agreement or the provisions contained in paragraph 2 of this Second Modification Agreement.
7. In all other respects, the terms and conditions of the original lease dated August, 1997 and the April, 2002 modification thereto shall remain in full force and effect unless further amended or modified by the parties hereto in writing.

IN WITNESS WHEREOF, the Lessor and the Lessee set their hands and seals on the day and year first above written.

CG PROPERTIES

by: Charles A. Gaetano
Charles A. Gaetano

COUNTY OF ONEIDA

by: Joseph A. Griffo
Joseph A. Griffo
County Executive

Approved As To Form
COUNTY ATTORNEY

THIRD AMENDMENT AGREEMENT

Amendment of lease dated the 12 day of May, 2008 by and between Property Management Co., Inc. (formerly known as CG Properties), with offices located at 502 Burnet St., Utica, NY 13501, hereinafter referred to as "Lessor" and Oneida County, a municipal corporation organized under the laws of the State of New York, with principal offices located at 800 Park Ave., Utica, NY 13501, hereinafter referred to as "Lessee"

WITNESSETH

WHEREAS, the Lessor and the Lessee entered into a lease agreement ("original lease") on or about August 1997 for the rental of office space on the first and second floors of the Lessor's building located at 209 Elizabeth Street, Utica, New York (Paul Building"), for the use and occupancy of Lessee's Workforce Development and Social Services departments; and

WHEREAS, the original lease was modified on or about April 2002 to include additional rental space on the third floor of the aforesaid building (first amendment to lease"); and

WHEREAS, the original lease was modified on or about August 2003 to adjust space leased on the second floor and adjust minimum rent for first and second renewal terms ("second amendment of lease"); and

WHEREAS, the Lessee now wishes to lease from Lessor approximately 1,450 square feet of additional space on the third floor; and

WHEREAS, the parties desire to modify the original Lease accordingly, and have reached an understanding in that regard and this instrument is intended to formalize that understanding.

NOW, THEREFORE, in consideration of the foregoing, the original lease and all of the amendments thereto shall be further amended as follows:

1. Effective June 1, 2008, the demised premises leased to the Lessee on the third floor of the Paul Building shall be increased from 2,400 square feet to 3,850 square feet.

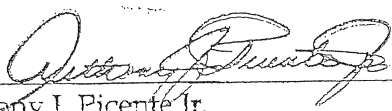
- May 05 2008 10:14 AM Oneida County
2. Effective June 1, 2008, the minimum rent due during the second renewal term shall be increased to the sum of Thirteen Thousand-Nine Hundred-Sixty Nine dollars and Thirty-Four cents (\$13,969.34) per month, an increase of Nine Hundred Sixty Six dollars (\$966.00) per month.
 3. Lessor agrees to replace any worn, wrinkled or stained carpeting, replace light lenses/fixtures, clean, paint and otherwise make the aforementioned additional space on the third floor suitable for occupancy as shall be mutually agreed upon by Lessor and Lessee.
 4. Lessor agrees to renovate, at its own expense, the aforementioned additional space on the third floor to provide a conference room as mutually agreed upon by Lessor and Lessee.
 5. All other terms and conditions of the original lease and any amendments thereto remain unchanged and in effect, except to the extent that same are amended herein.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Third Amendment to Lease Agreement on the day and year first above written.

Oneida County

Property Management Co., Inc.

by:



Anthony J. Picente Jr.
Oneida County Executive

by:

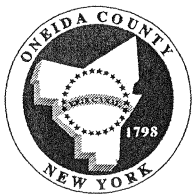


Mary J. Gaetano

Approved as to Form



Raymond Bana
Oneida County Attorney



**ONEIDA COUNTY DEPARTMENT OF
WATER QUALITY & WATER POLLUTION CONTROL**

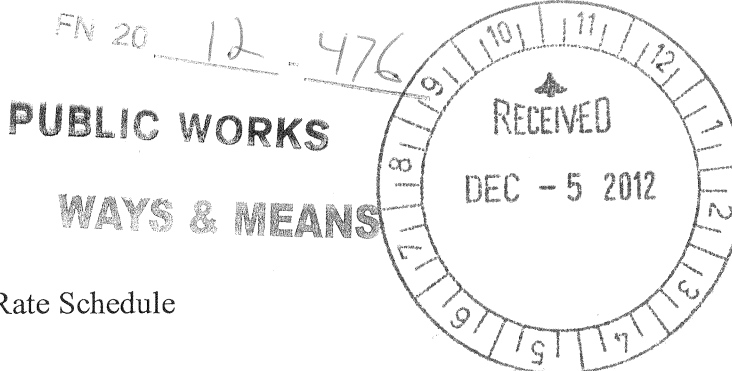
51 Leland Ave, PO Box 442, Utica, NY 13503-0442
(315) 798-5656 wpc@ocgov.net FAX 724-9812

Anthony J. Picente, Jr.
County Executive

Steven P. Devan, P.E.
Commissioner

December 4, 2012

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



Re: Proposed Oneida County Sewer District Rate Schedule

Dear County Executive Picente:

Article 5-A, Section 266 of the County Law requires that the Oneida County Board of Legislators approve the proposed Oneida County Sewer District Rate Schedule. The proposed rate is \$3.76 per 1000 gallons. The old rate was \$3.31 per 1000 gallons. This represents approximately a 13.6% increase over last year. A ratepayer who consumes 80,000 gallons of water per year will pay an extra \$9.00 per quarter or \$36.00 per year as a result of the proposed rate.

Approximately \$900,000 of the proposed increase is due to pending NYSDEC SPDES permit modifications. Projected utility and retirement costs account for another \$310,000 of the increase.

The rates listed in the schedule were used as a basis for developing revenue projections for the 2013 Sewer District budget.

Pursuant to County Law, a public hearing and comment period must be held. The public hearing is scheduled for December 20th, 11:00am at the Sewer District offices. The public comment period will end on Wednesday, December 26th.

I am available at your convenience to answer any questions you or the Board of Legislators may have regarding the proposed schedule. I am requesting that the Board of Legislators consider this during their December 26, 2012 meeting. Thank you for your consideration in this matter.

Sincerely,
**THE ONEIDA COUNTY DEPARTMENT OF
WATER QUALITY & WATER POLLUTION CONTROL**

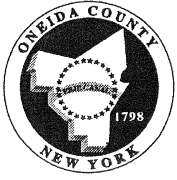
Steven P. Devan, P.E.
Commissioner

Attachments: Rate Schedule

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

Anthony J. Picente, Jr.
County Executive

Date 12-5-12



ONEIDA COUNTY SEWER DISTRICT RATE SCHEDULE EFFECTIVE JANUARY 1, 2013

**This rate schedule will apply to all bills issued after the effective date.
It will remain in effect until modified by the Oneida County Board of Legislators**

A. RESIDENTIAL CUSTOMER FEES

1. Metered Consumption

Customers will be charged a wastewater treatment fee based on metered water usage. The rate charged will be \$3.76 per 1000 gallons of water consumed. The customer will receive a bill for these services through contract billing services provided by the Mohawk Valley Water Authority, the Sauquoit Water District or the Clayville Water District. The Sewer District wastewater treatment fee can be calculated using the following equation.

$$\text{Billable Amount} = \frac{(\text{cubic feet of water consumed}) * (7.481 \text{ gallons/cubic foot}) * (\$3.76)}{(1000 \text{ gallons})}$$

2. Unmetered Consumption

Customers who do not have water meters will have a usage calculated based on an estimated water consumption rate of 50 gallons per person per day. The maximum charge per household will be based on 200 gallons per day. The rate charged will be \$3.76 per 1000 gallons of water consumed. The customer will receive a bill directly from the Sewer District for these services. The Sewer District wastewater treatment fee can be calculated using the following equation.

$$\text{Billable Amount} = \frac{(\text{days in billing period}) * (50 \text{ gallons/ day}) * (\text{number of people}) * (\$3.76)}{(1000 \text{ gallons})}$$

Customers covered under this section of the rate schedule will be required to complete a form certifying as to the number of persons occupying the property serviced by the account. Customers who do not submit the required certification form will be charged the maximum household rate of 200 gallons per day. Customers who intentionally misrepresent the number of occupants per household can be charged with a Class A misdemeanor pursuant to Section 210.45 of the Penal Law. Furthermore, restitution will be required as per Section D-3 of this rate schedule.

3. Sauquoit Creek Basin Surcharge

In addition to the charges listed in sections 1 and 2, customers whose discharge is tributary to the Sauquoit Creek Pumping Station will be assessed an additional surcharge to pay for capital expenditures and system repairs associated with the NYSDEC Consent Order. Like regular residential fees, the surcharge is based on metered or unmetered water consumption as listed in the formulas below. The rate charged will be \$1.05 per 1000 gallons of water consumed. The customer will receive a bill for these services through contract billing services provided by the Mohawk Valley Water Authority, the Sauquoit Water District, and the Clayville Water District or directly from the Oneida County Sewer District.

$$\text{Billable Amount} = \frac{(\text{cubic feet of water consumed}) * (7.481 \text{ gallons/cubic foot}) * (\$1.05)}{(1000 \text{ gallons})}$$

$$\text{Billable Amount} = \frac{(\text{days in billing period}) * (50 \text{ gallons/ day}) * (\text{number of people}) * (\$1.05)}{(1000 \text{ gallons})}$$



B. INDUSTRIAL CUSTOMER FEES

1. Basic Rate

Industrial customers will be charged a fee based on metered water consumption and be subject to the same rates as residential customers. In addition to these fees, industrial customers who require a permit under Oneida County Sewer Use Rules and Regulations will be charged an annual permit fee of \$660 to cover monitoring and administrative costs. Additional or modified charges may apply as detailed in subsequent sections of this schedule.

2. High Strength Wastewater

Industrial customers who discharge high strength wastewater, as defined by the Sewer District, will be subject to fees in addition to those calculated using the basic rate. A surcharge will apply to discharges with total suspended solids (TSS) exceeding 290 mg/l and/or Biochemical Oxygen Demand (BOD) exceeding 330 mg/l. This surcharge will be \$0.02 per pound of TSS and/or BOD that exceed the limits as stated in this section. If insufficient BOD data exists to accurately determine the surcharge, Chemical Oxygen Demand (COD) can be substituted for BOD. In this case, the surcharge will be \$0.02 per pound of COD that exceeds 350 mg/l.

3. Federal Categorical Pretreatment Standards

Federal Categorical Pretreatment Standards have additional monitoring and administrative cost associated with them. Accordingly, an annual permit fee of \$1,100 will be charged to industrial customers who are subject to these standards.

4. Additional Sampling Fees

A fee of \$200 per sample may be charged if more than four (4) twenty-four hour composite samples are needed on an annual basis to characterize the discharge of an industrial customer.

5. Groundwater Remediation Projects

Groundwater clean up and site remediation projects approved by the Sewer District for discharge directly to the sewer system will be charged the basic rate, as indicated in Section B-1, for wastewater generated. An annual permit fee of \$100 will be assessed to cover monitoring and administrative fees. The customer will be required to provide accurate discharge data on a semi-annual basis for billing purposes.



C. FEES FOR WASTEWATER HAULED DIRECTLY TO THE TREATMENT PLANT

1. Basic Rate

Wastewater haulers who discharge directly to the wastewater treatment plant will be charged based on the actual amount of wastewater contained in each load. This fee will be \$0.08 per gallon of wastewater delivered. In addition, an annual permit fee of \$100 will be charged to cover monitoring and administrative costs. Additional or modified charges may apply as detailed in subsequent sections of this schedule.

2. Domestic Wastewater

Haulers of septage, cesspool and portable toilet wastewater, containing only household type wastewater, will be subject to all charges as detailed in Section C-1 of this schedule.

3. Non-Domestic Wastewater

Non-domestic wastewater, as approved by the Sewer District on a case-by-case basis, will be subject to all charges as detailed in Section C-1 of this schedule. In addition, the cost of contract laboratory services, plus 10%, will be billed to the permit holder for analytical analysis required by the Sewer District to accurately characterize the wastewater.

4. Municipal or Private Sewage Treatment Systems

Wastewater from municipal and private sewage treatment systems, as approved by the Sewer District on a case-by-case basis, will be subject to the charges as detailed in Section C-1 of this schedule.

5. Low Solids Wastewater and Leachate

Low solids wastewater, as approved by the Sewer District on a case-by-case basis, will be charged \$0.04 per gallon based on the actual amount of wastewater delivered. In addition, the cost of contract laboratory services, plus 10%, will be billed to the permit holder for analytical analysis required by the Sewer District to accurately characterize the wastewater.

6. Landfill Leachate

Landfill Leachate, as approved by the Sewer District on a case-by-case basis, will be charged \$0.02 per gallon based on the actual amount of wastewater delivered. In addition, the cost of contract laboratory services, plus 10%, will be billed to the permit holder for analytical analysis required by the Sewer District to accurately characterize the wastewater.



D. OTHER CHARGES AND ADJUSTMENTS

1. Late Charges

A late charge of 10% will be charged to all accounts that are not paid by the date they are due. This fee will be assessed at the start of every billing cycle and only imposed on newly accrued late balances from the previous billing cycle.

2. Delinquent Charges

All accounts that are overdue after October 31st and have a balance greater than or equal to \$50 will be declared delinquent and added to the tax rolls of the appropriate municipality. Once the delinquent accounts are transmitted to the Oneida County Department of Finance for processing, this department will be responsible for the collection activities associated with these accounts. Once declared delinquent, an additional charge of 10% will be assessed to the account. Delinquent charges are in addition to any other charges, including late charges.

Delinquent charges will be equally divided between the Oneida County Sewer District and the Oneida County Department of Finance as compensation for the cost of processing the delinquency. If the account actually is relieved on the tax rolls, the delinquent charge will rise to 12% with the Oneida County Sewer District receiving 5% and the Oneida County Finance Department receiving 7% as compensation for the cost of processing the delinquency.

3. Uncompensated Use of Sewer District Services

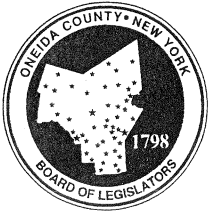
Sewer customers who have been found utilizing Sewer District wastewater treatment services without paying for them will be assessed fees for these services. The fee will be based on actual meter readings or a consumption rate of 200 gallons per day and the user fees in effect during the time the services were being utilized. Charges will be calculated based on the amount of time the service was being utilized but in no case shall it exceed 6 years.

It is the responsibility of the sewer customer to provide the Sewer District adequate information so that the length of time service was rendered can be established. The Sewer District may, at its own discretion, conduct an investigation to establish the length of time service was rendered and bill the customer accordingly.

4. Refunds

Customers who have been incorrectly billed for Sewer District wastewater treatment services may be entitled to a refund. The customer must petition the Sewer District in writing to have a refund considered. The refund will be based on the fees in effect during the time services were being utilized and will be calculated based on actual billing records. In no case shall the refund period exceed 6 years.

It is the responsibility of the customer to provide the Sewer District with adequate information to determine the amount of the refund. The Sewer District may, at its own discretion, conduct an investigation to establish the length of time service was incorrectly billed and base the refund to the customer accordingly.



ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

George Joseph
Majority Leader

Frank D. Tallarino
Minority Leader

December 11, 2012

FN 20 12-477

WAYS & MEANS

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



Honorable Members:

Mr. Frank Munk, the Region 6 Natural Resource Supervisor of the NYSDEC, has recommended that Mr. Vincent Johns, 3274 Mohawk Street, Sauquoit, NY to be reappointed to the Region 6 Fish and Wildlife Management Board.

Therefore, based on Mr. Munk's recommendation, I pass along the name of **Mr. Vincent Johns** as Landowner Representative to be reappointed to the Region 6 Fish and Wildlife Management Board for a two-year term through December 31, 2014.

As this appointment requires Board of Legislators' approval, I ask that it be considered by the Board at the meeting of **December 26, 2012**.

Respectfully submitted,

Gerald J. Fiorini
Chairman of the Board

GJF:pp

Parry, Phyllis

From: Fred Munk <fxmunk@gw.dec.state.ny.us>
Sent: Monday, December 10, 2012 1:03 PM
To: Parry, Phyllis
Cc: Erik Latremore; Frank Flack
Subject: Fish & Wildlife Mgt Board Appt.

Dear Phyllis,

We recommend that Vincent Johns be reappointed to the Region 6 Fish and Wildlife Management Board as the Oneida County landowner representative. This would be for the normal two year term running from January 1, 2013 through December 31, 2014.

Thank you. Don't hesitate to contact me with any questions you might have.

Fred Munk, Natural Resource Supervisor
NYSDEC
317 Washington Street
Watertown, NY 13601-3787

315-785-2263 Phone
315-785-2242 Fax

Buy trees and shrubs for wildlife food and habitat, stream buffers, wind and sound barriers. Tree and shrub seedlings are available for sale from the State Tree Nursery until Mid May. Also, schools can order FREE seedlings until mid May. <http://www.dec.ny.gov/animals/7127.html> for more information.