



ONEIDA COUNTY BOARD OF LEGISLATORS

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

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COMMUNICATIONS WITH DOCUMENTATION September 29, 2010

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

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ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

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

ADMINISTRATION

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

September 9, 2010

FN 20 10-342

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

PUBLIC HEALTH

WAYS & MEANS

Dear Mr. Picente:

Re: Adolescent Tobacco Use
Prevention Act C-025043

Attached are five (5) copies of an agreement between Oneida County through its Health Department and The New York State Department of Health.

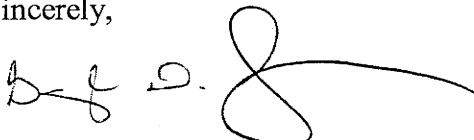
The purpose of this agreement is to perform compliance checks with underage youth, 15, 16, or 17 years old where tobacco is sold, perform re-inspection checks in contract year, report tobacco dealers and vendors without a valid registration to the Bureau of Community Environmental Health and Food Protection.

The term of this agreement shall become effective on October 1, 2010 and remain in effect through September 30, 2011 with reimbursement in the amount of \$68,520. This agreement is 100% State funded.

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

Feel free to contact me at 798-5220 if you require additional information.

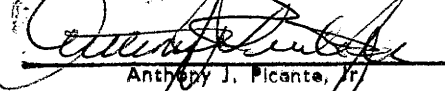
Sincerely,



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

attachments
ry

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



Anthony J. Picente, Jr.
County Executive

Date 9/22/10

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Environmental Health – Adolescent Tobacco Use Prevention Act (ATUPA)

NAME AND ADDRESS OF VENDOR: New York State Department of Health
Bureau of Community Environmental Health
Flanigan Square, 547 River Street
Troy, New York 12180-2216

VENDOR CONTACT PERSON: Michael J. Cambridge, Director

DESCRIPTION OF CONTRACT: Utilizing the New York State Department of Health’s Environmental Health Information and Permitting System. (eHIPS) Perform compliance checks with underage youth, 15, 16, or 17 years old, where tobacco is sold, perform re-inspection checks in contract year, report tobacco dealers and vendors without a valid registration to the Bureau of Community Environmental Health and Food Protection, as well as many other duties listed in the workplan section of the contract.

PREVIOUS CONTRACT YEAR: October 1, 2009 through September 30, 2010

TOTAL: \$68,862

THIS CONTRACT YEAR: October 1, 2010 through September 30, 2011

TOTAL: \$68,520

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

FUNDING SOURCE: Grant A4018

State Funds - \$68,520

County Dollars - Previous Grant \$-0-

County Dollars - This Grant \$-0-

SIGNATURE: Gayle D. Jones, Ph.D., MPH, CHES

DATE: September 9, 2010

Agency Code 12000
APPENDIX X

Contract Number: C-025043 Contractor: Oneida County Health Department

Amendment Number X-025043 - 2

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through NYS Department of Health, Center for Environmental Health, Division of Environmental Health Protection, Bureau of Community Environmental Health and Food Protection, having its principal office at 547 River Street, Room 515, Troy, New York, 12180, (hereinafter referred to as the STATE), and Oneida County Health Department (hereinafter referred to as the CONTRACTOR), for amendment of this contract. This amendment makes the following changes to the contract (check all that apply):

- Modifies the contract period at no additional cost
- Modifies the contract period at additional cost
- Modifies the budget or payment terms
- Modifies the work plan or deliverables
- Replaces appendix(es) B (Budget), C (Payment and Reporting Schedule) and D (Workplan) with the attached appendix(es) B (Budget), C (Payment and Reporting Schedule) and D (Workplan)
- Adds the attached appendix(es) _____
- Other: (describe) Agreement

This amendment *is* *is not* a contract renewal as allowed for in the existing contract.

All other provisions of said AGREEMENT shall remain in full force and effect.

Prior to this amendment, the contract value and period were:

\$140,181 From 10/01/08 to 9/30/10
(Value before amendment) (Initial start date)

This amendment provides the following addition (complete only items being modified):

\$68,520 From 10/01/10 to 9/30/11

This will result in new contract terms of:

\$208,701 From 10/01/08 to 9/30/11
(All years thus far combined) (Initial start date) (Amendment end date)

Signature Page for:

Contract Number: C-025043

Contractor: Oneida County Health Department

Amendment Number: X-025043 - 2

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

CONTRACTOR SIGNATURE:

By: _____ Date: _____

(signature)
Printed Name: Anthony J. Picante, Jr.

Title: Oneida County Executive

Approved as to Form Only
Assistant County Attorney

By: _____
Brian M. Miga
Assistant County Attorney

STATE OF NEW YORK)
) SS:
County of _____)

On the ___ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their/ capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(Signature and office of the individual taking acknowledgment)

STATE AGENCY SIGNATURE

"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

By: _____ Date: _____

(signature)

Printed Name: Howard A. Freed, M.D.

Title: Director, Center for Environmental Health

ATTORNEY GENERAL'S SIGNATURE

By: _____ Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____ Date: _____

APPENDIX C

PAYMENT AND REPORTING SCHEDULE

- I. Payment and Reporting Terms and Conditions
 - A. No payment under this AGREEMENT, other than advances as authorized herein, will be made by the STATE to the CONTRACTOR unless proof of performance of required services or accomplishments is provided. If the CONTRACTOR fails to perform the services required under this AGREEMENT the STATE shall, in addition to any remedies available by law or equity, recoup payments made but not earned, by set-off against any other public funds owed to CONTRACTOR.
 - B. Any optional advance payment(s) shall be applied by the STATE to future payments due to the CONTRACTOR for services provided during initial or subsequent PERIODS. Should funds for subsequent PERIODS not be appropriated or budgeted by the STATE for the purpose herein specified, the STATE shall, in accordance with Section 41 of the State Finance Law, have no liability under this AGREEMENT to the CONTRACTOR, and this AGREEMENT shall be considered terminated and cancelled.
 - C. The CONTRACTOR will be entitled to receive payments for work, projects, and services rendered as detailed and described in the program workplan, Appendix D. All payments shall be in conformance with the rules and regulations of the Office of the State Comptroller.
 - D. The CONTRACTOR will provide the STATE with the reports of progress or other specific work products pursuant to this AGREEMENT as described in this Appendix below. In addition, a final report must be submitted by the CONTRACTOR no later than **30** days after the end of this AGREEMENT. All required reports or other work products developed under this AGREEMENT must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the STATE in order for the CONTRACTOR to be eligible for payment.
 - E. The CONTRACTOR shall submit to the STATE **quarterly** voucher claims and reports of expenditures on such forms and in such detail as the STATE shall require (see attached Budge Statement and Report of Expenditures). The CONTRACTOR shall submit vouchers to the State's designated payment office located in the Bureau of Community Environmental Health and Food Protection, 547 River Street, Room 515, Troy, New York 12180.

All vouchers submitted by the CONTRACTOR pursuant to this AGREEMENT shall be submitted to the STATE no later than **30** days after the end date of the period for which reimbursement is being claimed. In no event shall the amount received by the CONTRACTOR exceed the budget amount approved by the STATE, and, if actual expenditures by the CONTRACTOR are less than such sum, the amount payable by the STATE to the CONTRACTOR shall not exceed the amount of actual expenditures. All contract advances in excess of actual expenditures will

be recouped by the STATE prior to the end of the applicable budget period.

- F. If the CONTRACTOR is eligible for an annual cost of living adjustment (COLA), enacted in New York State Law, that is associated with this grant AGREEMENT, payment of such COLA shall be made separate from payments under this AGREEMENT and shall not be applied toward or amend amounts payable under Appendix B of this AGREEMENT.

Before payment of a COLA can be made, the STATE shall notify the CONTRACTOR, in writing, of eligibility for any COLA. The CONTRACTOR shall be required to submit a written certification attesting that all COLA funding will be used to promote the recruitment and retention of staff or respond to other critical non-personal service costs during the State fiscal year for which the cost of living adjustment was allocated, or provide any other such certification as may be required in the enacted legislation authorizing the COLA.

Progress and Final Reports

Organization Name: Oneida County Health Department

Report Type:

- A. Notification of Quarterly Statistical Reports in eHIPS

Oneida County Health Department will submit, on a quarterly basis, not later than **30** days after the end date for which reimbursement is being claimed, written notification that all data entry for the ATUPA Quarterly Report and all data entry for CIAA complaints, investigations, and enforcement activity is complete and available to download in the eHIPS data system. This notification must accompany the voucher submitted for such period.

A narrative will be included as needed to address any significant issues affecting implementation of the Program Workplan (Appendix D) and measures taken to resolve them.

- B. Expenditure Report

Oneida County Health Department will submit, on a quarterly basis, not later than **30** days after the end date for which reimbursement is being claimed, a detailed Budget Statement and Report of Expenditure (attached). This report must accompany the voucher submitted for such period.

- C. Final Report

Oneida County Health Department will submit a final report, as required by the contract, reporting on all aspects of the program, detailing how grant funds were utilized to achieve the goals set forth in the program Workplan.

APPENDIX D
PROGRAM WORKPLAN

ADOLESCENT TOBACCO USE PREVENTION ACT

1. Utilizing the New York State Department of Health's Environmental Health Information and Permitting System (eHIPS):
 - a. Establish and maintain an up-to-date inventory, including compliance and enforcement status, for registered and unregistered tobacco retail dealers and vendors (including cigarette vending machines) within jurisdiction;
 - b. Enter compliance check and enforcement data (i.e., Notice of Violation (NOV), stipulation or hearing, payment, etc.) within five (5) business days after the completed action;
 - c. At the end of the program quarter, validate that an eHIPS generated report for the quarter is current and accurately reflects the work (i.e., compliance checks, complaint investigations, non-registered vendors, enforcement actions, names and addresses of violators penalized and/or fined, date of violations and enforcement, training efforts, etc.) for that quarter;
 - d. Within 30 days after the quarter's end, notify the Bureau of Community Environmental Health and Food Protection (BCEHFP) that the quarterly report is valid and available to download.

2. Perform compliance checks with underage youth (15,16 or 17 years old) to meet the following required criteria:
 - a. New Checks in Contract Year – For all facilities where tobacco is sold, complete at least one (1) unannounced compliance check before September 30th of each contract year. When required, complete assigned compliance checks and submit inspection reports by deadline for annual random Synar survey.
 - b. Re-inspection Checks in Contract Year – For each facility that, October 1 of the contract year, had active points on their record, complete a minimum of two (2) additional compliance checks before September 30th of the contract year. For facilities with points assessed after October 1 during the contract year, complete a minimum of one (1) additional compliance check within six months of the date of the assessment of points.

3. At least annually, verify that all tobacco retail dealers and vendors:
 - a. are registered with the New York State Department of Taxation and Finance (DTF) to sell tobacco;
 - b. post required signage;
 - c. display and store tobacco and herbal cigarettes either behind the counter or in a locked container;
 - d. comply with minimum package size requirements; and
 - e. for vending machines, verify that location is acceptable and supervised.
4. Report tobacco dealers and vendors without a valid registration to the Bureau of Community Environmental Health and Food Protection (BCEHFP) within five (5) business days of inspection, utilizing a New York State Department of Health (NYSDOH) inspection form.
5. Complete fifty percent of the compliance checks with underage youth within the first seven (7) months of the program year (i.e., before April 30th of each contract year).
6. When a retail tobacco dealer or vendor is found in violation of Article 13-F, verify the name and address of the operator, notify the operator of the violations and obtain:
 - a. Lottery agent number, if a New York State Lottery agent; and
 - b. the full name of the seller.
7. Issue formal enforcement against the operator by confirmed delivery of a written Notice of Violation (NOV) within seven (7) business days for all retail tobacco dealers and vendors that are cited for one or more violations of Article 13-F including, but not limited to:
 - a. selling tobacco products (including bidis or gutka) or herbal cigarettes to underage youth;
 - b. selling out-of-package cigarettes;
 - c. selling tobacco products in packaging that fails to meet minimum package size requirements;
 - d. selling bidis or gutka from a location that is not a "tobacco business";
 - e. failing to supervise a vending machine, or locating the machine in an area not allowed by Article 13-F of the Public Health Law;
 - f. failing to comply with the self-service ban; and
 - g. selling tobacco with a suspended or revoked registration.

8. When a violation is sustained as a result of a formal enforcement action (stipulation or hearing) against a retail tobacco dealer or vendor, advise the dealer or vendor of the consequences of subsequent violations.
9. When a violation is sustained as a result of formal enforcement action (stipulation or hearing) against a retail tobacco dealer or vendor, notify the Bureau of Community Environmental Health and Food Protection (BCEHFP) by submitting documentation of the sustained enforcement actions and Lottery agent status, for all retail tobacco dealers with the following:
 - a. any facility with three (3) active points;
 - b. any facility with four (4) violations of Article 13-F occurring within a three-year period;
 - c. for vending machines only, any three (3) violations of Article 13-F occurring within a two (2) year period or any four (4) violations occurring ever.
10. Within two (2) to three (3) months after any retail tobacco dealer's State Department of Taxation and Finance (DTF) registration to sell tobacco is suspended or revoked as a result of violations of Article 13-F, conduct a follow-up visit to determine if tobacco is being sold. Initiate enforcement against any retail tobacco dealer that continues to sell tobacco with a suspended or revoked registration. Notify the Bureau of Community Environmental Health and Food Protection (BCEHFP) of the sale by submittal of sustained enforcement documentation, and request notification of State Department of Taxation and Finance (DTF) to permanently revoke the dealer's registration.
11. At least quarterly, publish in a local newspaper, or post on a Local Health Department web site, the names and addresses of retail tobacco dealers and vendors where enforcement action is finalized for a violation of Article 13-F. Notification shall be for the sale of tobacco or herbal cigarettes to an underage youth during a compliance check or for selling tobacco with a suspended or revoked registration. Such notification is to include the number of times the tobacco dealer has been in violation of this Article. A complete listing of all violators is also posted on the State Health Department's public web site as part of the Youth Access Tobacco Enforcement Annual Report.
12. Coordinate program education for new tobacco vendors and those who fail compliance checks.

Clean Indoor Air Act

1. Utilizing the New York State Department of Health's Environmental Health Information and Permitting System (eHIPS):
 - a. Establish and maintain an up-to-date record of all Clean Indoor Air Act (CIAA) related complaints and actions taken to resolve the complaint.
 - b. Establish and maintain an up-to-date record of all CIAA enforcement activity and outcomes including fines assessed and fines paid.
 - c. Report all program staff time and activity.

2. At a minimum, CIAA complaint investigations shall be conducted as follows:
 - a. An advisory notice (phone call and/or written letter) shall be made to alleged violators in response to a first complaint. A CIAA brochure or copy of the law should be provided if needed.
 - b. Any subsequent CIAA complaint for the same facility shall result in an on-site investigation. Investigations that are necessary after the enforcement officer's normal business hours shall be arranged for reasonable times and in a reasonable manner that considers the health and safety of the inspector while being responsive to the specific complaint.
 - c. At the conclusion of the on-site investigation, the enforcement officer shall identify himself to the facility owner/operator or other person in charge, state the purpose of the investigation and any CIAA violation(s) found. Where there are safety considerations, the enforcement officer may notify the facility owner/operator of his/her findings by the next business day.

3. Issue formal enforcement against the facility owner/operator by confirmed delivery of a Notice of Violation (NOV) within seven (7) business days for all CIAA violations.

4. Following a hearing officer's decision or a stipulated agreement, conduct a re-inspection within three (3) to six (6) months at those facilities determined to be in violation of the CIAA.

APPENDIX B
BUDGET

Organization Name: Oneida County Health Department
Budget Period: October 1, 2010 -- September 30, 2011

Personal Service:

Name	Title	Annual Salary	% time devoted to This Project	Total Amount Budgeted
G. Jones	Director of Health	\$80,853	3%	\$2,426
D. Gilmore	Environmental Director	\$75,510	5%	\$3,776
T. Engle	Fiscal Admin.	\$82,239	2%	\$1,645
B. Miga	Attorney	\$30,528	4%	\$1,221
S. Batson	Prin. PH Sanit.	\$75,174	5%	\$3,759
J. Manion	Sr. PH Sanit.	\$54,897	15%	\$8,235
J. St. Thomas	Prin. Clerk	\$38,163	15%	\$5,724
Total Salary				\$26,785
Fringe Benefits (40.91%)				\$10,958
TOTAL PERSONAL SERVICE:				\$37,742

Other than Personal Service:

Category		
	supplies	\$378
	travel	\$1,000
	telephone	\$100
	postage	\$100
	printing	\$100
	photocopy	\$100
	other contractual services	
	Oneida County Sheriff	\$29,000
TOTAL OTHER THAN PERSONAL SERVICES		\$30,778
TOTAL PERSONAL AND OTHER THAN PERSONAL SERVICES:		\$68,520

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

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

ADMINISTRATION

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

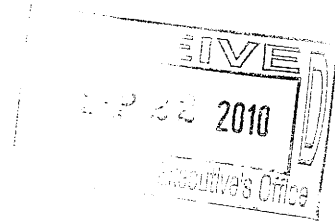
FN 20 10 - 343

September 20, 2010

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

PUBLIC HEALTH

WAYS & MEANS



Dear Mr. Picente:

Our 2010 approved budget contains a funded Outreach Worker position. This position was never filled with those functions being performed by a contracted individual. This is also the case with an hourly Nurse Practitioner who was initially budgeted as a part time employee. With these two scenarios and with the increase in interpreter's costs, we will have a shortage in our Other Fees and Services account.

We, therefore, are requesting the following transfer for the 2010 fiscal year:

From: A4012.101 – Salaries.....	\$ 9,000
A4012.102 – Temporary Help.....	\$19,000
Total:	\$28,000
To: A4012.195 – Other Fees & Services.....	\$28,000

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

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

Sincerely,

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

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

Anthony J. Picente, Jr.
County Executive

Date 9/24/10

ry
cc: T. Keeler, Director of Budget



OFFICE OF THE SHERIFF

DANIEL G. MIDDAUGH
SHERIFF

COUNTY OF ONEIDA

M. PETER PARAVATI
UNDERSHERIFF

August 16, 2010

FN 20 10 - 344

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

PUBLIC SAFETY

WAYS & MEANS

Dear Mr. Picente,

RECEIVED
MIDDAUGH
AUG 20 2010

The Sheriff's Office is requesting approval of the attached contract with Holland Patent Central School for a School Resource Officer for the upcoming school year. The expense and revenue are already built into the 2010 budget. I am requesting this approval and your subsequent signature.

If I can be of further assistance, please feel free to contact me.

Thank you.

Sincerely,

Daniel G. Middaugh
Sheriff

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

Anthony J. Picente, Jr.
County Executive
Date 9/10/10

Oneida Co. Department: Sheriff

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name of Proposing Organization: Holland Patent Central School

Title of Activity or Service: School Resource Officer

Proposed Dates of Operation: School Years 2010 - 2010

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

Summary Statements

1) **Narrative Description of Proposed Services:** Assignment of a School resource Officer in the Middle and High School Buildings of Holland Patent to provide law enforcement and other appropriate services.

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

3) **Program Design and Staffing**
One full time School Resource Officer to be placed

Total Funding Requested: \$60,000 **Account #** A3120 Expense, A2735 Revenue

Oneida County Dept. Funding Recommendation: Recommend Funding

Proposed Funding Sources (Federal \$/ State \$/County \$): Holland Patent

Cost Per Client Served: N/A

Past Performance Data: Good relationship

O.C. Department Staff Comments:

AGREEMENT
BETWEEN
THE ONEIDA COUNTY SHERIFF'S OFFICE
AND
HOLLAND PATENT CENTRAL SCHOOL DISTRICT

This Agreement dated the 11th day of August, 2010 by and between the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York, with offices located at 800 Park Avenue, Utica, New York, 13501, hereinafter referred to as "County" and the **Oneida County Sheriff's Office**, located at the Law Enforcement Bldg., 6075 Judd Road, Oriskany, New York, 13424, hereinafter referred to as "**Sheriff**" and the **Holland Patent Central School District**, 9601 Main Street, Holland Patent, New York, 13354, hereinafter referred to as "**District**"

WITNESSETH

WHEREAS, the District wishes to secure the services of a School Resource Officer (SRO) for the 2010-2011 school year, to serve as a law enforcement officer, role model and resource to students and families of the 6-12 grade levels at the Middle and High School buildings and its related programs, and

WHEREAS, the Oneida County Sheriff's Office and the Holland Patent Central School District wish to enter into a partnership to provide law enforcement and other appropriate services to the students, staff, and faculty of the 6-12 grade levels at the Middle and High School buildings and its related programs, and

WHEREAS, the Sheriff has the personnel possessing the requisite skills and expertise to provide such services to the District

NOW THEREFORE, in consideration of the mutual promise made herein, the Sheriff and the District agree as follows:

1. The Oneida County Sheriff's Office agrees to assign a Uniformed Officer as a School Resource Officer (SRO) in the Middle and High School buildings in Holland Patent, NY according to a schedule to be established by mutual agreement between the County Sheriff and the District.
2. The SRO will be under the direct supervision of Captain Richard Antanavige of the Law Enforcement Division and such SRO shall coordinate his/her activities at Holland Patent Central School with either or both Building Principals.

3. The SRO's duties shall be as follows:
- a. Provide information about available and appropriate community services to students and their families.
 - b. Act as role model and guide students toward community activities that promote character education and prevent delinquency.
 - c. Develop and conduct educational crime prevention programs.
 - d. Train students in conflict resolution, restorative justice, crime awareness and anger management.
 - e. Prevent juvenile delinquency through close contact with students, their families, and school personnel.
 - f. Respond to emergencies and observed criminal activity when he/she perceives it and take due care to respond, render aid, and call for assistance whenever necessary.
 - g. Use his/her discretion in aiding and participating in the in-house disciplinary process, and assist with students presenting chronic disciplinary problems within the guidelines of the Holland Patent Central School district policies, student handbook and procedures available through New York State Law.
 - h. Redirect errant student behavior through appropriate communication based on applicable rules and laws.
 - i. Participate in or attend school functions when invited and time permissible.
 - j. Inform students of their rights and responsibilities as lawful citizens, counsel them in special situations, and answer any questions that they may have about criminal or juvenile law enforcement.
 - k. Consult with school administration and faculty on law enforcement issues.
 - l. Maintain records of all formal student and family contacts. Forms will be developed cooperatively between the SRO and District. Such records must be submitted to the District Superintendent by the SRO on a monthly basis.
 - m. Provide security for special school events or functions at the request of either or both building principals.

4. The Sheriff further agrees as follows:
 - a. to provide a School Resource Officer who:
 - i. Possesses a minimum of 40 hours of specialized SRO training.
 - ii. Demonstrates a broad base of knowledge regarding youth, social issues, and the criminal justice system.
 - iii. Demonstrates:
 - Effective verbal and written communication skills, including the ability to address public audiences in the school, business, and community settings;
 - Ability to relate to youth, especially the “at-risk” and “special needs” populations;
 - Working knowledge of social service providers and other community justice and school resources;
 - Ability to identify, analyze and recommend solutions to complex behavioral and social problems;
 - A genuine interest in at-risk youth.
 - Meets all education and experience requirements set forth by Oneida County and New York State.
 - b. Ensure that the SRO spends an average of 35 hours per week on-site at the Holland Patent campus.
 - c. Submit appropriate verification forms to be signed by authorized school personnel to provide audit proof of time spent on campus.
 - d. Submit vouchers to Holland Patent Central School District for services rendered.
 - e. Cooperate with Holland Patent Central School District to implement the SRO program with the least possible disruption to the educational process.

5. The District' responsibilities under this program are as follows:
 - a. Implement the SRO program in accordance with guidelines established by the parties.
 - b. Designate an employee as the School Representative through which day to day business contact will be conducted with the SRO.
 - c. Provide the SRO with full access to school facilities, personnel and students.
 - d. Ensure that school personnel, school board members, students and parents are informed of the duties and presence of the SRO on campus.
 - e. Provide time and appropriate space for the SRO to conduct approved staff, student and parent training.
 - f. Provide space for the SRO to store instructional materials and perform necessary tasks directly related to the SRO program.
 - g. Evaluate the program and administer annual assessment of partnership/program.
 - h. Make recommendations and program adjustments as appropriate.
6. The Sheriff and the District agree to comply with the regulations set forth in the Family Educational Rights and Privacy Act (FERPA).
7. The Sheriff and the District agree to adhere to the Holland Patent Central School District School Resource Officer Policy, which policy is incorporated into and made part of this agreement as Appendix A, **together with any subsequent revisions made thereto.**
8. Any amendments to this agreement require the written consent of both parties.
9. The agreement will be effective from **September 1, 2010 until June 30, 2011**, unless otherwise agreed by both parties.
10. In case of deficiencies of service or other SRO programmatic issues, Holland Patent Central School District will first develop an Action Plan, in concert with the Oneida County Sheriff's Office, to address the issues. In the event that the issues cannot be resolved through the Action Plan, Holland Patent Central School District reserves the right to terminate services and this agreement upon thirty (30) days notice in writing.

11. If circumstances arise that the Oneida County Sheriff's Office feel warrant termination of the agreement on their part, they must first address the issues in writing to Holland Patent Central School District, Superintendent of Schools. Subsequent meetings will be held and an Action Plan developed to resolve the issues. In the event that the issues cannot be resolved through these steps, the Oneida County Sheriff's Office reserves the right to terminate services and this agreement upon thirty (30) days notice in writing.
12. The District agrees to pay the Sheriff the sum of **Sixty Thousand and 00/100 dollars (\$60,000.00)** which amount represent 100% of the costs of creating another Deputy Sheriff position in the County Sheriff's Office. The payment would cover the normal work day and week (Monday – Friday, 7:30AM – 3:30PM). Incidental costs shall be covered by the Oneida County Sheriff's Office, such costs to include pager, vehicle, uniforms and ongoing training costs.
13. Each party to this agreement mutually agrees to indemnify and hold harmless the other party for any claims, demands, lawsuits, or damages and fees attributable to any negligence or lack of care of the indemnifying party.

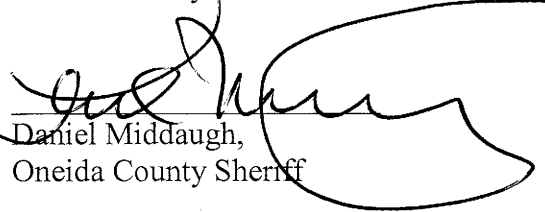
IN WITNESS WHEREOF, the County, the Sheriff and the District have signed this agreement on the day and year first above written.

Oneida County

 Anthony J. Picente, Jr.
 Oneida County Executive


Date: _____

Oneida County Sheriff's Office:

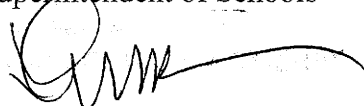

 Daniel Middaugh,
 Oneida County Sheriff

Date: 8/12/10

Holland Patent Central School District:


 Kathleen M. Davis
 Superintendent of Schools

Date: 8/11/10



Anthony J. Picente, Jr.
County Executive



David Tomidy
Director



Oneida County Probation Department

321 Main Street, 2nd Floor, Utica, New York 13501

Utica ~ Phone: (315) 798-5914 Fax: (315) 798-6467
Rome ~ Juvenile: (315) 337-0080 Adult: (315) 337-0073
E-mail: probation@ocgov.net · Web Site: www.ocgov.net

Thomas J. Marcoline
Deputy Director

Supervisors
Thomas Brognano
Patrick Cady
Paula Mrzlikar
David J. Radell

August 19, 2010

FN 20 10 - 345

**PUBLIC SAFETY
WAYS & MEANS**

RECEIVED
SEP 13 2010
ONEIDA COUNTY ATTORNEY

Ms. Linda M.H. Dillon, Esq.
Oneida County Attorney
Oneida County Office Building
800 Park Avenue
Utica, New York 13501

Re: OHM BOCES, SAFE SCHOOLS/
HEALTHY STUDENTS PROGRAM

Dear Linda:

Enclosed is a proposed Agreement between BOCES and Oneida County. Please review and forward to Mr. Picente at your earliest convenience as we hope to begin operation in early October, 2010.

Your efforts as always are appreciated.

Very truly yours,

David Tomidy
DAVID TOMIDY
PROBATION DIRECTOR

DT:kas
Enclosures

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

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

Date _____

SEP 13 2010
ONEIDA COUNTY ATTORNEY

Anthony J. Picente, Jr.
County Executive



David Tomidy
Director

Thomas J. Marcoline
Deputy Director

Supervisors
Thomas Brognano
Patrick Cady
Paula Mrzlikar
David J. Radell



Oneida County Probation Department
321 Main Street, 2nd Floor, Utica, New York 13501

Utica ~ Phone: (315) 798-5914 Fax: (315) 798-6467
Rome ~ Juvenile: (315) 337-0080 Adult: (315) 337-0073
E-mail: probation@ocgov.net · Web Site: www.ocgov.net

August 19, 2010

Mr. Anthony J. Picente, Jr.
Oneida County Executive
Oneida County Office Building
800 Park Avenue – 10th Floor
Utica, New York 13501

Re: Oneida-Herkimer-Madison BOCES
Safe Schools/Healthy Students Program

Dear Mr. Picente:

As you are aware, Oneida-Herkimer-Madison BOCES has been working for some time on a large Safe Schools Program. A crucial part of that program are two Probation Officers to do mediations and Initial Response Team assessments. This is a three year commitment that can be extended into a fourth year. They are prepared to pay 100% of salaries, fringe benefits, travel, and supplies. Part of the plan is a sustainability strategy.

It is Mr. Mettleman's goal to include these positions into the BOCES culture when the grant runs out. This collaborative venture will have a positive impact on school safety, students' improved behavior, and a reduction of the number of children entering the formal Juvenile Justice System.

The plan replicates similar efforts and positive results we have achieved in Utica and Rome Schools. We are seeking your support to create two new Probation Officer positions. BOCES is hopeful to begin operation as early as possible in the fall so we ask, if possible, that this proposal receive your earliest attention.

A proposed budget is attached with the proposal agreement. We are excited by this innovative, collaborative, and cost effective initiative. Your support of this project is most appreciated.

Very truly yours,

DAVID TOMIDY
PROBATION DIRECTOR

DT:kas
Enclosures: Budget; Agreement

22

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Oneida County Probation Department

Title of Activity or Service: Oneida Madison BOCES Safe Schools (IRT)

Proposed Dates of Operation: 9/7/10 to 06/30/2013

Client Population/Number to be served: 125 juveniles between the ages of 12 and 18

Narrative Description of Proposed Services: Provides school based probation services to designated Oneida County Schools in Oneida-Madison BOCES District to reduce PINS and Juvenile Delinquency actions in the Probation Department and Family Court. Backbone of project is the IRT (Initial Response Team) approach of identifying at risk youth early and providing school based and community preventive services, overseen by the Probation Department.

- 1) Program/Service Objectives and Outcomes: Reduce formal Family Court PINS filings. The Rome IRT project reduced filings from (60) in 2005-06 to (13) in 2006-07 and (9) in 2007-08 and (7) in 2008-09 which significantly reduced the incidence of costly residential placement at over \$100,000.00 p/youth p/yr.

The BOCES project will target outlying schools such as Remsen, Holland Patent, Whitesboro etc. that on their own could not support an IRT process.

- 2) Program Design and Staffing: Program employs (2) Probation Officers who will be assigned to (Mobil) IRT teams to cover the designated schools on a needs be basis based on numbers of PINS cases at each.

- 3) Total Funding Requested: (NONE) Account #: 3140

Federally funding @ 100% of program cost for (3) years. First year \$110,761.98

Funding Recommendation: Oneida County does not have to supply any additional funding. Reimbursement from the school is used to offset the total cost of 3140 Office of Probation positions.

Cost Per Client Served: Based on an estimate of (125) clients served the reimbursement will be approximately \$432.00 p/client paid in full by the school district

Past Performance Data: based on the Rome model we anticipate at minimum an 85% reduction in new cases presented for formal PINS services by the county.

O.C. Department Staff Comments: Probation Department highly recommends approving the Probation department's partnership with Utica Schools as a cost effective method of reducing incidents of PINS behavior an in reducing county cost of formal programming and residential placement.

Juvenile Probation Officer

Agreement for Services

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

WHEREAS, OHM BOCES Safe Schools/Healthy Students Initiative has need for a more intensive and coordinated approach to creating a safe and secure setting for the educational process to take place in 11 of its component school districts and the BOCES. These districts are; Brookfield, Clinton, Holland Patent, New Hartford, New York Mills, Oriskany, Remsen, Sauquoit, Waterville, Westmoreland, and Whitesboro.

WHEREAS, OHM BOCES Safe Schools/Healthy Students Initiative desires to engage the services of two Juvenile Probation Officers to address early on truancy and incorrigibility issues through the Initial Response Team process within the school environment, and

WHEREAS, the Contractor is desirous to provide personnel to OHM BOCES Safe Schools/Healthy Students Initiative to be utilized as Juvenile Probation Officers at the times and places hereinafter indicated, and

WHEREAS, the parties agree that the responsibilities of the Juvenile Probation Officers are as follows:

- Evaluate matters for adjustment and perform supervision of persons in lieu of a formal PINS petition and court action;
- Assist school staff in identifying those youth that are at risk of formal PINS/JD Petitions;
- Coordinate with school staff or designee to develop an Initial Response Team (IRT) intervention protocol specific to the needs of the identified district(s);
- Facilitate referrals directly to the Probation Department that pose high risk and/or are not able to be adjusted through the IRT process;
- Assist in the coordination and scheduling of IRT meetings;
- Facilitate the family conference/IRT in conjunction with designated school staff and or the Safe Schools Healthy Students Coordinators assigned to the respective district;
- Monitor adherence to all written agreements resulting from the IRT process:
 - Interpreting conditions of the agreement
 - Supervising youth to ascertain compliance with the conditions set forth in the IRT agreement
 - Counsel and assist with problems relating to compliance
 - Assure the maintenance of lawful behavior at home, school and in the community

- Work directly with students identified in the school setting;
- Address any violations of the agreements accordingly;
- Prepare progress reports on persons under probation supervision;
- Establish and maintain contact with other social and law enforcement agencies and cooperate with them in matters of mutual interest;

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

1. OHM BOCES Safe Schools/Healthy Students Initiative hereby agrees to secure the services of the Contractor and Contractor agrees to provide to OHM BOCES Safe Schools/Healthy Students Initiative the services of two full-time Juvenile Probation Officers who will serve the identified component districts from **Sept. 7, 2010 to June 30, 2013.**
2. The Juvenile Probation Officers will wear the Contractor's department uniform as deemed necessary by the Contractor including sidearm in an authorized holster when appropriate.
3. Whenever possible, the Contractor will provide substitute coverage when the designated officer(s) is absent.
4. The designated Juvenile Probation Officer(s) and any substitute officers are not employees of OHM BOCES Safe Schools/Healthy Students Initiative as that term is commonly understood and, therefore, it is expressly understood that OHM BOCES is not directly responsible for any worker's compensation, disability or medical insurance coverage for said officer(s).
5. Any investigations, arrests, interviews, or other matters that require additional time at the designated component districts over and above the agreed upon seven (7) hours per day per officer will be provided to OHM BOCES Safe Schools/Healthy Students Initiative at no additional charge by the Contractor.
6. The parties agree that all information exchanged is considered confidential and protected under Federal and New York State Confidentiality Laws including FERPA, HIPPA, and issues pertaining to Alcohol and Substance Abuse.
7. The Contractor and any subsequent substitute(s) shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection from an HIV – related test.

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

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

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

8. It is understood by OHM BOCES Safe Schools/Healthy Students Initiative and the Contractor that the Oneida County Probation Department will retain tactical control of the officer(s). When the Juvenile Probation Officer(s) become aware of any illegal activity, he/she will then function as an Oneida County Probation Officer with respect to the action, investigation and prosecution of such illegal activity.
9. OHM BOCES Safe Schools/Healthy Students Initiative shall hold the Contractor and the designated Juvenile Probation Officer(s) harmless from any action, suit or claim that arises from the reasonable performance of assigned duties. OHM BOCES shall not be responsible for grossly negligent conduct, conduct performed outside the scope of assigned duties.
10. Notwithstanding any other provision of this Agreement, the Contractor shall comply with all New York State Laws, rules and regulations governing Child Abuse, Neglect and Maltreatment.
11. The parties agree that the Contractor shall be paid the sum of \$110,761.98 which will include compensation for the following; salaries, fringe, office supplies, equipment, and probation officer training. The rate of pay and fringe is paid at the currently negotiated employee contract for the Contractor's department and may change upon any future signed employee contract upon OHM BOCES Safe Schools/Healthy Students Initiative receipt of statement of applicable salary and fringe charges. OHM BOCES agrees to pay the Contractor on a quarterly basis upon presentation of a Billing Statement, listing the Contract number, Contract name, and any attached date including the date and times worked by the Juvenile Probation Officer(s). (See attached invoice submission guidelines).
12. The parties agree that all records must be available for a period of four (4) years and must be made available for audit by the New York State Department of Education and New York State Audit and Control upon request.

13. This agreement contains all terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto. No waiver, alterations or modifications of any provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.
14. This Agreement shall be binding upon both parties when fully signed and executed and upon approval of the appropriate governing bodies where required.
15. Should funds become unavailable or should appropriate governing bodies fail to approve sufficient funds for completion of the services or programs set forth in this Agreement, OHM BOCES Safe Schools/Healthy Students Initiative and/or the Contractor shall have the option to immediately terminate this Agreement upon providing written notice to the other party. In such an event, OHM BOCES shall be under no further obligation to the Contractor other than payment for costs actually incurred prior to termination and in no event will the department be responsible for any actual or consequential damages as a result of termination.
16. OHM BOCES Safe Schools/Healthy Students Initiative and the Contractor agree that this Agreement may be terminated upon thirty (30) days written notice to the other party at said party's designated address. In case of termination of said Agreement, OHM BOCES will be provided with all documents, notes memoranda and reports (if any) with respect to the Juvenile Probation Officer(s) service up to the effective termination date of said Agreement. The parties further agree that this Agreement expires on **June 30, 2013**, without notice. Any extension or renewal of said Agreement shall be authorized by the BOCES Cooperative Board.

OHM BOCES

Ernie M. Jalvo
By: OHM BOCES Administrative Designee

9/10/10
Date

Contractor
David Timidy
By: Oneida County Probation Dept.

9/13/10
Date

Contractor

By: Anthony J. Picente Jr.
Oneida County Executive

Date

New

**Oneida County Probation Department
New Safe Schools Initiative & Mobile IRT**

FY 2010

(2) Probation Officer Grade 27 - steps 1& 5

APPROPRIATIONS

A3145.101	Salaries	(2-PO's)	\$ 72,715.52
A3145.411	Office Supplies		\$ 200.00
A3145.455	Mileage		\$ 3,500.00
A3145.425	Special Schools / Training for (1) PO		\$ 3,600.00
A3145.810	Retirement		\$ 6,598.56
A3145.830	Social Security		\$ 5,565.49
A3145.840	Workers Comp		\$ 1,600.53
A3145.850	UIB		\$ 181.88
A3145.860	Health Ins		\$ 16,800.00
Total Cost			\$ 110,761.98

*Note: Above salaries reflect a mid-level PO and one new Probation Officer Assistants
Salaries will increase annually by approximately 3%*

28

3140
BOCES
2 - PO's

Personnel Services
Salaries
OT
Part-Time

\$

72,751.52

OT

Part-Time

FRINGES
FY2010

\$

72,751.52

Total

Retirement

\$ 6,598.56

Social Security

\$ 5,565.49

Workers Comp

\$ 1,600.53

UIB

\$ 181.88

Health Ins

\$ 16,800.00

total

\$ 30,746.47



FN 20 10 346

September 16, 2010

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

PUBLIC SAFETY

WAYS & MEANS

Dear County Executive:

It is necessary to do the transfer listed below to enable the District Attorney to close a file on a case from a few years ago. It has been determined the County raised funds from selling various items on E-Bay which were supposed to be turned over to the crime victim. Unfortunately this was not done and the funds were closed to the fund balance as per standard yearend closing procedures.

Therefore, it is necessary to transfer funds in order to pay the restitution to the crime victim. Fortunately, there are funds available in the current budget as a result of not entering into a contract as expected during the 2010 budget process.

I therefore request your Board approve the following 2010 fund transfer:

TO:

AA# A1165.4951 – Other Expenses.....\$ 11,875.

FROM:

AA# A1420.4951 - Other Expenses.....\$ 11,875.

Respectfully submitted,

Thomas B. Keeler
Budget Director

CC: County Attorney
County Comptroller
Budget Director
District Attorney

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

Anthony J. Picente, Jr.
County Executive

Date 9/17/10

Keeler, Tom

From: Engesser, Sue
Sent: Thursday, September 02, 2010 11:02 AM
To: Keeler, Tom
Cc: Coluzza, Mike
Subject: Shirley Cyr

Check in the amount of \$6,347.01 made payable to:

Loretto Utica Center, Personal Funds Account of Shirley Cyr
c/o Abby Carr
Loretto Utica Center
1445 Kemble Street
Utica, New York 13501

The remaining \$5,527.53 should be reimbursed to Medicaid; Bob Malpezzi is the individual handling this case.

5474 ext.

Mike Coluzza will be following this email up with a letter to you.

If you require additional information, please let me know.

Thank you!

*Sue Engesser
Office Manager
Office of the Oneida County District Attorney
800 Park Avenue
Utica, New York 13501
Tel: (315) 798-5685
Fax: (315) 798-5582
sengesser@ocgov.net*

Keeler, Tom

From: Engesser, Sue
Sent: Thursday, September 02, 2010 10:41 AM
To: Keeler, Tom
Cc: Coluzza, Mike
Subject: Shirley Cyr

Hi Tom,

Shirley passed away in March of this year. She died owing Loretto around \$6,000 and Medicaid a great deal more. Mike Coluzza is working on the exact figure that first needs to go to Loretto and the remainder will be for Medicaid reimbursement. As soon as I get the exact figures, I will let you know.

*Sue Engesser
Office Manager
Office of the Oneida County District Attorney
800 Park Avenue
Utica, New York 13501
Tel: (315) 798-5685
Fax: (315) 798-5582
sengesser@ocgov.net*

**ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY**

**Scott D. McNamara
District Attorney**

**Michael A. Coluzza
First Assistant**

Kurt D. Hameline
Timothy P. Fitzgerald
Laurie Lisi
Paul J. Hernon
Matthew P. Worth
Joseph A. Saba
Grant J. Carramone
Steven G. Cox
Stacey L. Paolozzi
Bernard L. Hyman, Jr.

**Dawn Catera Lupi
First Assistant**

Todd C. Carville
Robert L. Bauer
Michael R. Nolan
Kurt D. Schultz
Kara E. Wilson
John J. Raspante
Joshua L. Bauer
Patrick F. Scully
Christopher D. Hameline

August 16, 2010

Thomas Keeler, Director
Oneida County Budget Department
800 Park Avenue
Utica, NY 13501

Re: Shirley Cyr- restitution through Representative Payee

Dear Mr. Keeler:

Confirming earlier communications regarding the above issue, please let this letter serve as a formal request that monies totaling \$11,874.54 be disbursed to crime victim Shirley Cyr. As previously discussed, the requested amount reflects the total received by Oneida County as a result of EBay auction sales of vehicles and other items that were purchased with funds stolen from Mrs. Cyr by Jeffrey and Sharma Farber.

Both Farbers were charged in Oneida County Court under Indictment numbers 2005-036 and 2005-079, entered pleas of guilty to felony charges and were sentenced before the Honorable Michael L. Dwyer on September 30th and November 10th, 2005. As a condition of the agreed-upon sentence, the defendants each forfeited their rights to all properties recovered from their residences by the Sheriff's Office with the understanding that said property would be auctioned off and all proceeds would go to Mrs. Cyr as restitution.

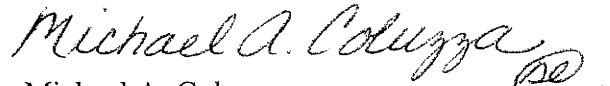
After the above-described dispositions were entered, through the assistance of Mello Testa, Director of Purchasing, the County set about to auction off an extremely large amount of forfeited property from the case. On February 23, 2007, a check totaling \$32,640.68 was disbursed to Shirley Cyr reflecting the then-total amount of monies received for the forfeited property that had been sold up to that point. Since that time, the remainder of the forfeited property, consisting primarily of vehicles, has also been auctioned and the proceeds were deposited into account A2667 in an amount totaling \$11,874.54. I am informed that those monies were subsequently transferred out of that account during the closing of the County's fiscal year. I am hereby requesting that a restitution check in the amount of \$11,875.54 be issued to Shirley Cyr.

33

Thomas Keeler, Director
Oneida County Budget Department
August 16, 2010
Page Two

Please feel free to contact me if you require any additional information in order to process this request.

Respectfully yours,



Michael A. Coluzza
First Assistant District Attorney

cc: Linda Dillon
County Attorney

ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY

Scott D. McNamara
District Attorney

FN 20 10 - 347

PUBLIC SAFETY

WAYS & MEANS

September 17, 2010

Michael A. Coluzza
First Assistant

Kurt D. Hameline
Timothy P. Fitzgerald
Laurie Lisi
Paul J. Hernon
Matthew P. Worth
Joseph A. Saba
Grant J. Garramone
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Michael R. Nolan
Kurt D. Schultz
Kara E. Wilson
John J. Raspante
Joshua L. Bauer
Patrick F. Scully
Christopher D. Hameline

2010 SEP 27 PM 11:18
RECEIVED
ONEIDA COUNTY LEGISLATURE

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 \$100,000.00. The grant money will be used to ensure that the case loads of Drug Diversion clients are handled properly and efficiently under the new Rockefeller Drug Law Reform. There are no matching county funds required.

By this letter, I am hereby requesting a supplemental appropriation in the amount of \$9,948.00 for the 2010 fiscal year to be appropriated as follows:

TO:

A - A1165.495122 - Drug Reform Grant Expenditures \$9,948.00

This supplemental appropriation is fully supported by unanticipated revenue in:

RA - A3036 - State Aid Drug Reform \$9,948.00

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

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

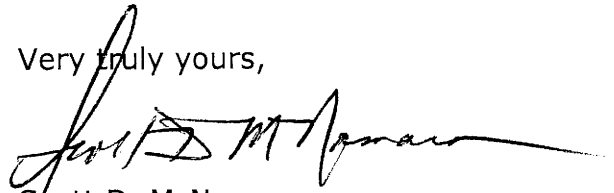
Date 9/28/10

The Honorable Anthony J. Picente, Jr.
September 17, 2010
Page Two

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

Thank you.

Very truly yours,

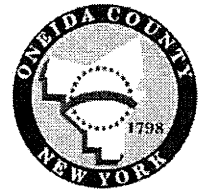


Scott D. McNamara
Oneida County District Attorney

SDM/jb

cc: Hon. Gerald J. Fiorini, Chairman
Hon. David J. Wood, Majority Leader
Hon. Patricia A. Hudak, Minority Leader
Hon. Les Porter, Chairman, Ways & Means Comm.
Hon. Richard A. Flisnik, Chairman, Public Safety
Thomas Keeler, Budget Director

Griffiss International Airport



592 Hangar Road, Suite 200
Rome, NY 13441
Telephone: 315-736-4171 / Fax: 315-736-0568

ANTHONY J. PICENTE, JR.
County Executive

W. VERNON GRAY, III
Commissioner of Aviation

FN 20 10 - 348

September 17, 2010

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

AIRPORT

WAYS & MEANS

Re: **LEASE AGREEMENT - CIVIL AIR PATROL**

Dear Mr. Picente,

The Civil Air Patrol (CAP) is a congressionally chartered, federally supported, non-profit corporation that serves as the official civilian auxiliary of the United States Air Force (USAF). CAP performs three congressionally assigned key missions: emergency services, which include search and rescue (by air and ground) and disaster relief operations; aerospace education for youth and the general public; and cadet programs for teenage youth. In addition, CAP has recently been tasked with homeland security and courier service missions. CAP also performs non-auxiliary missions for various governmental and private agencies, such as local law enforcement and the American Red Cross. The program is established as an organization by Title 10 of the United States Code and its purposes defined by Title 36.

Enclosed is a proposed Lease Agreement between the CAP New York Wing and the County for the purpose of formalizing the presence of the CAP's 134th Central New York Group at the airport, which includes the Mohawk-Griffiss Senior Squadron, Rome, NY; the Rome School District Cadet Squadron, Rome, NY; and, the Utica Cadet Squadron, Utica, NY. It provides for the CAP's use of designated office and storage space on the third floor of Building 100 and hangar space for one CAP aircraft in return for the services the CAP provides to the community and a token payment of \$1.00 per year.

Additionally, the formalized presence of the CAP will compliment and contribute to the role of the Airport in the NY-NJ-CT-PA Regional Catastrophic Planning Program.

It is requested that you submit to the Board of Legislators for approval the Lease Agreement between the County and the Civil Air Patrol, effective as of the date of approval by the Board.

Sincerely,

W. Vernon Gray, III
Commissioner of Aviation

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

Anthony J. Picente, Jr.
County Executive

Date 9/17/10

ONEIDA COUNTY BOARD OF LEGISLATORS
2010 SEP 22 PM 11:03

Oneida County Department: Aviation

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators Contract Summary

Name of Proposing Organization: Civil Air Patrol (CAP)

Title of Activity or Service: **Lease Agreement**

Client Population/Number to be Served: N/A

Summary Statements:

1) Narrative Description of Proposed Services:

Lease agreement for CAP 3rd floor Building 100.

2) Program/Service Objectives and Outcomes:

N/A

3) Program Design and Staffing Level:

N/A

Total Funding Requested: N/A

Oneida County Department Funding Recommendation: N/A

Account #

Proposed Funding Source: Federal N/A State N/A County N/A

Cost Per Client Served: N/A

Past Performance Data: N/A

Oneida County Department Staff Comments:

Griffiss International Airport



Oneida County Department of Aviation
592 Premises Road, Suite 200, Rome, NY 13441
Telephone: 315-736-4171 / Fax: 315-736-0568

ANTHONY J. PICENTE, JR.
County Executive

W. VERNON GRAY, III
Commissioner of Aviation

LEASE AGREEMENT

This LEASE AGREEMENT (hereafter referred to as the "Agreement") is made and entered into this ____ day of _____, 2010, by and between by and between the **County of Oneida**, a municipal corporation organized and existing under the laws of the State of New York with its principal place of business located at 800 Park Avenue, Utica, New York, 13501, herein referred to as "County," and the **Civil Air Patrol, Inc.**, a Federally Chartered Non-Profit Corporation under the provisions of 36 4SC 201, herein referred to as "CAP."

In consideration of the mutual promises contained herein, the parties agree:

1. Description and Use.

a. The County hereby agrees to permit the CAP to use designated office space on the third-floor of Building 100 (hereafter referred to as the "Premises"), located at the Griffiss International Airport (hereafter referred to as the "Airport"). The Premises shall be used by the CAP for the operation of a Civil Air Patrol Squadron.

b. The County hereby agrees to permit the CAP to hangar one (1) CAP-owned aircraft and three (3) mission supply and parts cabinets in a hangar designated by the County.

2. Term.

a. The Term of this Agreement shall begin on _____, 2010, and shall continue in effect for a period of ten (10) years, unless this Agreement is sooner terminated under the provisions of this Agreement.

3. Compensation.

a. For the use of the Premises, CAP's compensation to the County shall be: (1) \$1.00 per year; and, (2) services to the Griffiss International Airport and the community by the provision of emergency services, which includes search and rescue by air and ground; disaster relief operations; aerospace education for youth and the general public; cadet programs for teenage youth; and, assistance with special events, e.g., air shows, at the Airport.

4. General Terms and Conditions.

a. This Agreement is subject to the General Terms and Conditions on the attached Exhibit "A", which is incorporated herein by reference.

5. Special Provisions.

a. CAP shall be responsible for maintaining the cleanliness of the Common Use Meeting Areas when utilized by CAP, the hallway leading to and adjacent to CAP office spaces, and the restroom located on that hallway.

b.

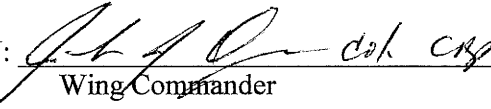
Notices: All notices shall be deemed to be properly served if sent by certified mail, return receipt requested to:

Commissioner of Aviation
Griffiss International Airport
592 Hangar Road, Suite 200
Rome, NY 13441

Civil Air Patrol, New York Wing,
Attn: Col. Jack Ozer, Wing Commander
Westchester County Airport
24 Loop Road, Building 1
White Plains, NY 10604-1218

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

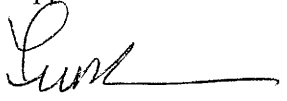
CIVIL AIR PATROL, New York Wing

BY: 
Wing Commander

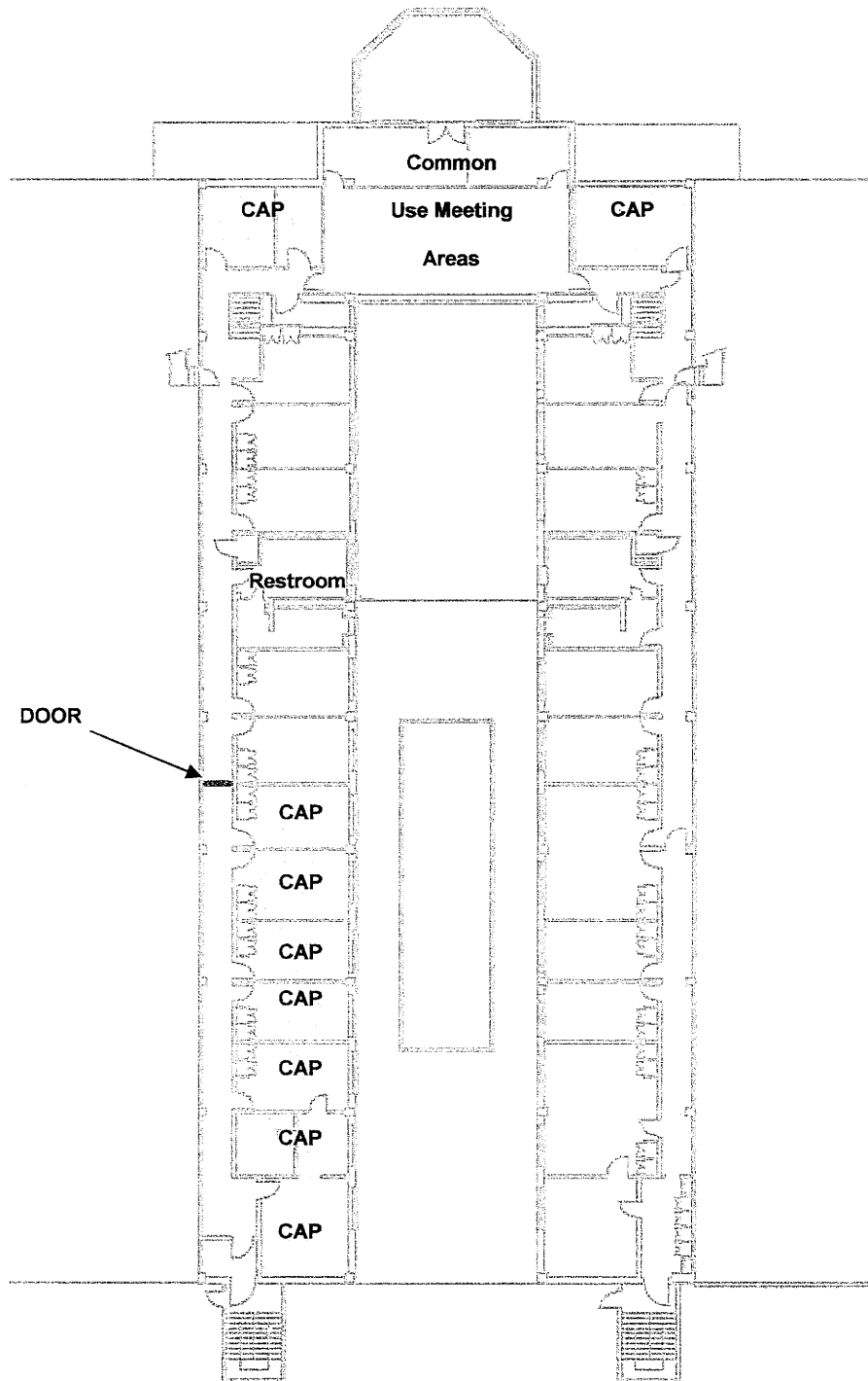
COUNTY OF ONEIDA

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

Approved as to Form:


County Attorney

THIRD FLOOR – BUILDING 100
CAP DESIGNATED USE SPACES



41

EXHIBIT "A" - GENERAL TERMS AND CONDITIONS

1. Permitted Uses; Prohibited Uses.

a. The Premises shall be used by CAP only for the purposes identified in the Agreement, and for no other use.

b. In that the Premises is located at the Griffiss International Airport, CAP shall not use the Premises and Ramp area in a manner that would violate the rules and regulations of the Federal Aviation Administration ("FAA") or the Griffiss International Airport. CAP acknowledges that CAP has conducted CAP's own investigation and has determined that the Premises is suitable for CAP's intended use. CAP shall have reasonably necessary rights of access across County's adjoining areas.

c. CAP will not make or permit any use of the Premises that would be: (1) offensive so as to constitute a nuisance; (2) unlawful under any known federal, state, or county code, ordinance, or regulation; (3) intentionally injurious to any person or property; (4) prohibited by a New York standard form fire insurance policy; or (5) which may increase or incur the County's liability under any laws relating to the use and storage of hazardous materials.

2. **Ingress and Egress.** CAP shall have reasonably necessary right of ingress and egress to the Premises. The premises adjacent to the CAP's Premises shall be and are deemed to be right-of-way and common areas to which the CAP shall have non-exclusive access to and use of for the term of this Agreement and any renewals thereof.

3. Insurance and Indemnification.

a. During the Term of the Agreement, including all renewals, CAP shall maintain, at CAP's own expense, for the benefit of CAP, and County as additional insured, a Comprehensive General Liability insurance policy, which coverage shall be Per Occurrence, Combined Single Limit for Bodily Injury and Property Damage Liability, with minimum coverage of \$200,000 each person, \$500,000 each occurrence, and \$50,000 property damage for the purpose of insuring against liability for damage or loss to aircraft or other property and against liability for personal injury or death, arising from acts or omissions of CAP or CAP's agents, employees, or invitees. Such policy or policies shall contain a provision whereby County must receive at least thirty (30) days prior written notice of any cancellation of CAP's insurance coverage. Prior to the commencement of this Agreement, CAP shall deliver to County certificates, endorsements, or binders evidencing the existence of the insurance required herein.

b. Neither Party to this Agreement shall be liable for any neglect or wrongful acts, either of commission or omission, chargeable to the other unless such liability is imposed by law and that this Agreement shall not be construed as seeking to either enlarge or diminish any obligation as duly owed by one Party against the other or against a third party.

c. If either Party becomes aware of a claim or threatened claim involving the other Party, the Party with knowledge of the claim shall inform the other Party in writing within ten (10) days of receiving knowledge of the threatened claim.

4. Environmental Indemnity.

a. CAP shall not willfully permit the Premises to be contaminated with any environmental hazard and CAP shall not store hazardous waste or materials, contaminants, or flammable materials on the premises. If such environmental damage is discovered, and is confirmed by the New York Department of Environmental Conservation to have resulted during CAP's use, willfully from CAP's use, CAP shall promptly undertake and pursue reasonably appropriate steps to repair the damage upon written notice from the County.

5. **Obligations of County.** County will maintain the structural components of the Premises without additional cost to CAP. CAP shall have at all times the right of ingress to and egress from the Premises. To ensure this right, County shall make all reasonable efforts to keep adjacent areas to the Premises free and clear of all hazards and obstructions, natural or manmade.

6. Obligations of CAP.

a. **Storage.** The Premises shall be used only as described in the Agreement.

b. **Maintenance.** CAP shall maintain the Premises in a neat, clean and orderly condition.

c. **Damage.** CAP shall be responsible for all damage to the Premises caused by use or negligence by CAP, or CAP's agents, employees, or invitees. CAP shall be responsible for all damage to property, real or personal, located on or about the Premises caused by use or negligence by CAP, or CAP's agents, employees, or invitees. County reserves the right to make such repairs, at CAP's expense, which shall be approved by CAP in writing, prior

to such repair. CAP shall make no structural, electrical, or other modification to the Premises without first obtaining County's written permission (of which, such permission shall not be unnecessarily withheld) and obtaining any permits, if required.

d. CAP's Personal Property. All personal property placed or moved into the Premises shall be at the risk of CAP or owner thereof, and County shall not be liable for any damage to personal property, or to CAP, arising from any act of negligence of any other CAP or occupants at the Airport. CAP agrees and understands that CAP is responsible for the proper securing of personal property and shall further indemnify and hold County harmless for any damage or liability caused by improper securing of personal property. County shall not be responsible for any loss from theft, vandalism, or act of God, and all personal property stored in the Premises is at CAP's sole risk.

e. Compliance with Laws. CAP agrees to and shall comply with all applicable ordinances, rules, and regulations established by federal, state, or local government agencies. CAP shall be responsible for obtaining and complying with all governmental permits required for CAP's use and occupancy of the Premises, if any. CAP further expressly represents, covenants, warrants, guarantees, and agrees that it shall exercise its best efforts to comply with all federal, state and local laws, ordinances, rules, and regulations protecting the environment. CAP agrees to keep itself reasonably informed of future changes in the existing environmental laws. CAP agrees to cooperate reasonably with any investigation or inquiry by any governmental agency regarding possible violation of any environmental law or regulation.

f. Surrender upon Termination. On the termination of the Agreement, for any reason other than as a result of a default in performance by CAP, CAP shall immediately surrender possession of the Premises and shall remove aircraft and all other property therein, leaving the Premises in the same condition as when received, ordinary wear and tear expected. CAP shall be liable for any and all damage to the Premises caused by use or negligence by CAP or CAP's agents, employees, or invitees. If CAP fails to remove such items from the Premises and to repair such damage upon vacating the premises, then County may remove the items and repair the damages, and CAP shall pay the costs and expenses (if CAP does not contest) of such removal and repairs upon receipt of written notice.

g. Compliance with All Resolutions, Rules, Regulations, and Standards. CAP acknowledges that County operates an airport, and resolutions, rules, regulations, and standards must be adopted by County and modified from time to time in order to promote the orderly operation and development of the airport. Therefore, CAP agrees to be bound by all terms and provisions of any resolutions, rules, regulations, and standards that may from time to time be adopted by County, provided that such resolutions, rules, regulations, and standards are provided to CAP in writing and do not negatively affect CAP's mission. The parties agree that CAP's use of the Premises and any rights conferred to CAP in the Agreement shall be subject to County's minimum standards, as amended from time to time, provided that no such rules, regulations, or standards shall interfere with or cause any derogation or infringement with or upon the rights and privileges granted to CAP in the Agreement. CAP shall be given advance notice of any proposed change or addition to such rules, regulations, and standards, and CAP shall be given an opportunity to be heard thereon. All the terms, conditions, and covenants of the Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the parties.

h. Signs. CAP shall not erect or post any signs without the County's written permission, other than a sign indicating CAP is present at the location.

7. Nondiscrimination. Notwithstanding any other provision of this Agreement, during the performance of the Agreement, CAP for itself, its heirs, personal representatives, successors in interest, and assigns, as part of the consideration for the Agreement, does hereby covenant and agree that:

a. No person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of the Premises on the grounds of race, color, religion, sex, disability, age, or national origin.

b. In the construction of any improvements on, over, or under the Premises, and the furnishing of services therein or thereon, no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination on the grounds of race, color, religion, sex, disability, age, or national origin.

c. CAP shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as such regulations may be amended.

d. In the event of breach of any of the above nondiscrimination covenants, County shall have the right to terminate the Agreement and to reenter and repossess the Premises and hold the premises as if the Agreement had never been made or issued. The provision does not become effective until the procedures of Title 49, Code of

Federal Regulations, Part 21, have been followed and completed, including the exercise or expiration of appeal rights.

8. Reservation of Rights by County.

a. Development. County reserves the right to further develop and improve the airport as County sees fit, without interference or hindrance, but taking into consideration the desires and views of CAP, and for purposes of developing and improving the airport, County reserves the right upon reasonable written notice to enter upon the Premises and make improvements to or on the Premises. County shall make every effort to minimize the disruption of normal airport usage during periods of repair or further development of the airport.

b. Relocation. County reserves the right upon thirty (30) days written notice to relocate CAP to a similar size Premises in other areas of the airport at County's sole expense.

c. National Emergency. County further reserves the right, during time of war or national emergency, to lease the landing area or common areas of the airport to the United States Government or the State of New York for military use or for natural disaster relief operations, and if such a lease is executed with the federal or state government, the terms of the Agreement which are inconsistent with the lease to the government shall be temporarily suspended during the tenancy by the government.

9. Right of Access and Inspection.

a. County will retain access to the Premises.

b. County shall have the right at any time to enter the Premises for inspections, security, emergencies, or maintenance. Upon entrance to the Premises, the County shall inform CAP in writing of the date, time and duration of entrance.

10. Assurance Agreements. The Premises is subject to the terms of those certain assurances made to guarantee the public use of the airport as incident to grant agreements between Oneida County, New York, the State of New York, and the United States of America, as amended. The terms and provisions of the Agreement shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in the assurance agreements and any existing or subsequent amendments to any of the provisions of the assurance agreements. County represents, certifies, and warrants to CAP that the terms and conditions of this Agreement do not presently so conflict with, and are not presently inconsistent with, any such assurances, and further represents, certifies, and warrants that if, at any time in the future, this Agreement or any part thereof should so conflict with or be inconsistent with any such assurances, CAP shall have the right of immediate unilateral termination of this Agreement.

11. Federal Aviation Administration Requirements. In the event that the Federal Aviation Administration (FAA) or its successors require modification or change in the Agreement as a condition precedent to (1) the granting of funds for the improvement of the airport, or (2) as a condition precedent to compliance with FAA regulations or standards, CAP agrees to consent to such amendments, modifications, or changes to the Agreement as may be reasonably required to either obtain such funds or comply with such regulations or standards. However, in no event shall CAP be required pursuant to this paragraph to agree to an increase in the Rent provided for in the Agreement or to agree to a reduction in size of the Premises, or a change in the authorized use to which CAP has put the Premises without an adjustment in Rent.

12. Airspace. As a condition of the Agreement, County reserves unto itself, its successors, and assigns, for use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises, together with the right to cause in the airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the airspace, and for use of the airspace for landing on, taking off from, or operating on the airport. CAP expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Premises to such a height in compliance with Federal Aviation Regulations, Part 77. CAP agrees for itself, its successors and assigns, to prevent any use of the Premises which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

13. No Grant of Exclusive Right or Privilege. Notwithstanding anything contained in the Agreement that may be, or may appear to be, to the contrary, it is expressly understood and agreed that the rights granted under the Agreement are nonexclusive, and County reserves the right to grant similar privileges to another CAP or other CAPs on other parts of the airport. Nothing in the Agreement shall be construed as granting an exclusive right or privilege

other than the right of CAP to possess and to peacefully enjoy the use of the Premises in accordance with the Agreement.

14. Sub-Agreement, Sub-lease, and Assignment Prohibited.

a. CAP shall not sub-agreement or sub-lease the Premises or assign the Agreement without prior written approval of County, which approval will not be unreasonably withheld. CAP shall not either voluntarily, or by operation of law, assign, or transfer the interest granted by the Agreement or any interest therein, and shall not sublet the Premises or any part thereof, or any right or privilege appurCAP thereto, nor allow the sale or transfer of a majority interest or majority ownership in CAP, without first obtaining the written consent of County, which consent will not be unreasonably withheld. The consent to one assignment or subletting shall not be deemed to be consent to any subsequent assignment, subletting, or encumbrance. Any such subsequent assignment or subletting shall be void, and shall, at the option of County, constitute a default of the Agreement.

b. Regardless of County's consent, no subletting or assignment shall release CAP or Guarantor, if any, or any obligations and/or liabilities of CAP or Guarantor, if any, to pay the Rent and to perform all other obligations required of CAP by the Agreement. The acceptance of the Rent by County from any other person shall not be deemed to be a waiver by County of any provision of the Agreement. In the event of a default by any assignee or subCAP of CAP in the performance of any of the terms of the Agreement, County may proceed directly against CAP without the necessity of exhausting remedies against an assignee or subCAP.

15. Condition of Premises. CAP shall accept, and has accepted, the Premises in its present condition, AS IS, without any liability or obligation on the part of either County or CAP to make any alterations, improvements or repairs of any kind on or about the Premises.

16. Disclaimer of Warranty and Responsibility for Securing Aircraft. CAP accepts all facilities on the Premises on an "as is" basis. County hereby disclaims, and CAP accepts such disclaimer, of any warranty, either express or implied of the condition, use, or fitness of the tie-down rings, ropes, chains, or other apparatus used to secure airplanes, and CAP assumes full responsibility to furnish any equipment necessary to properly secure CAP's aircraft (which will belong to CAP at the conclusion of this Agreement). CAP agrees and understands that CAP is responsible for the proper tie down or securing of aircraft County shall not be liable for any loss from theft, vandalism (except due to the negligence of the County) or act of God, and all aircraft are stored or parked on the airport at CAP's sole risk.

17. Alterations; Liens.

a. CAP covenants and agrees not to install any fixtures or make any alterations, additions or improvements to the Premises without the prior written approval of County. All fixtures installed or additions and improvements made to the Premises shall become County's property and shall remain in the Premises at the termination of the Agreement without compensation or payment to CAP. CAP shall not suffer or permit any lien to be filed against the premises or any part of County's interest, by reason of work, labor, services or materials performed or supplied to CAP or anyone holding the premises or any part thereof under CAP. If any such lien is filed against the premises or County's interest, CAP shall cause the same to be discharged of record within thirty (30) days after the date of filing the same, and shall incur all charges in the release of such lien.

b. CAP agrees to pay all lawful and valid liens affecting County's fee title to the Premises placed against CAP by its contractors, subcontractors, mechanics, laborers, material men, and other items of like character, and indemnify County against all expenses, costs and charges, including bond premiums for release of liens and reasonable attorneys' Rents incurred in the defense of any suit in discharging the Premises or any part thereof from any such liens, or lawful and valid judgments, or encumbrances caused by CAP.

c. CAP shall not have any authority to create any liens for labor or material in the Rent interest owned by County or County's interest in the property by any persons contracting with CAP for the destruction or removal of any facilities or other improvements or for the construction, erection, installation, alteration, or repair of any facilities or other improvements on or about the Premises. All material men, contractors, subcontractors, mechanics, and laborers, are hereby charged with notice that they must look only to CAP and to CAP's interests in the property in the Premises to secure the payment of any bill for work done or materials furnished at the request or instruction of CAP.

18. Events of Default by CAP. The occurrence of any of the following shall constitute an event of default under the Agreement:

a. CAP fails to perform or breaches any term, covenant, or provision of the Agreement, except the payment of money, and such non-performance or breach is not cured within thirty (30) days after written notice of the default from County is delivered to CAP;

b. CAP is the subject a voluntary or involuntary petition for bankruptcy protection (including a petition for reorganization or an agreement), CAP makes a general or other assignment for the benefit of creditors, or CAP's assets or operations become subject to the control of a court-appointed receiver;

c. County determines that CAP is not in compliance with the terms of the Agreement on a routine or consistent basis.

19. Remedies on Default by CAP. In the event of any default of the Agreement by CAP, County shall have the right, at its earliest option, to pursue any one or more of the following remedies, in addition or in place of the remedies otherwise provided herein or by statute, with notice and demand to CAP or Guarantor, if any:

a. County shall have the right to terminate the Agreement and to enter upon and take possession of the Premises and Ramp area and to remove the aircraft and any other property of CAP from the Premises and Ramp area without being deemed guilty of trespass, breach of peace or forcible entry and detainer and without prejudice to any other remedy for possession

b. Exercise by County of either or both of the rights specified above shall not prejudice County's right to pursue any other legal remedy available to County in law or equity, including, but not limited to, court costs and attorneys' Rents for bringing legal action against CAP. All of the foregoing rights, remedies, powers, and elections of County are cumulative, and pursuit of any of the foregoing shall not preclude other remedies provided by law, nor shall such pursuit constitute a forfeiture or waiver of any rent due to County or of any damages occurring to County by reason of the violation of any of the provisions of the Agreement. Forbearance by County to enforce one or more of the remedies upon an event of default shall not be deemed or construed to constitute a waiver of such default.

c. CAP agrees that no assent, express or implied, by County to any breach of the Agreement by CAP shall be deemed to be a waiver of any succeeding breach by CAP.

d. All sums due under the Agreement shall be paid by CAP to County without any setoff or counterclaim whatsoever and all past due sums shall bear interest at the maximum legal rate per annum. The subsequent acceptance of Rents under the Agreement by County shall not be deemed to be a waiver of any preceding default by CAP of any term, covenant or condition of the Agreement, other than the failure to pay the particular Rents so accepted, regardless of County's knowledge of such preceding default at the time of accepting the Rents.

20. Waiver of Breach. CAP agrees that no assent, express or implied, by County to any breach of the Agreement by CAP shall be deemed to be a waiver of any succeeding breach by CAP.

21. Surrender at End of Agreement. CAP agrees upon termination of the Agreement for any reason to peaceably yield up to County the premises in neat and clean condition, with all debris removed, and in the same condition described above, fair wear and tear excepted.

22. Notices. All notices to the parties shall be sent or delivered to that party at the address first written for that party in the Agreement. All notices shall be in writing and shall be delivered either by hand with proof of delivery or by certified mail, return receipt requested, and postage prepaid. Notices sent or delivered by mail in accordance with this paragraph shall be deemed to have been given five (5) business days after the date of mailing, and all other notices delivered by any other means with proof of delivery, such as hand delivery or express delivery, shall be deemed to have been given when received.

23. Miscellaneous Provisions.

a. **Successors Bound.** The Agreement shall not be effective or binding on any party until fully executed. All of the covenants, conditions and obligations of the Agreement shall be binding upon and inure to the benefit of the respective heirs, administrators, successors, and assigns of the parties.

b. **Construction of Agreement.** Words of any gender used in the Agreement shall be construed to include any other gender, and words in singular number shall be held to include the plural, and vice versa, when the sense requires. The headings or captions for paragraphs or subparagraphs in the Agreement are for convenience only and are not a part of the Agreement and do not in any way limit or expand the terms and provisions of the Agreement.

c. **Severability.** In the event that any provision of the Agreement is determined to be invalid, illegal, or unenforceable for any reason, then the parties shall negotiate in good faith and agree on such amendments or

modifications to the Agreement, or such other appropriate actions, that will to the maximum extent practicable in light of such determination, give effect to the intentions of the parties as reflected in the Agreement, and all other provisions of the Agreement, as amended, modified, or otherwise, shall remain in full force and effect, but if, after good faith negotiations, the parties fail to reach an agreement regarding the invalid, illegal, or unenforceable provisions, then the parties agree that such provisions shall be severed from the Agreement and such severance shall not invalidate any other provision of the Agreement or the Agreement itself.

d. Joint Obligations. If there is more than one person or entity signing the Agreement as CAP, the obligations imposed by the Agreement on CAP shall be joint and several.

e. Entire Agreement. The Agreement contains the entire agreement between the parties, and no prior or independent agreements or understandings between the parties pertaining to the renting of the Premises and Ramp area shall be effective for any purpose. CAP acknowledges that any representations, statements, or negotiations made by County or by any of County's staff, employees, counsel, or any other agent, do not suffice to legally bind County, unless such representations have been reduced to writing and fully executed by all of the parties.

f. Written Modifications. No provision of the Agreement may be changed or modified except by an agreement in writing executed by all of the parties or their successors in interest.

g. Venue; Law. Venue for all court proceedings to enforce or interpret the Agreement or determine the liabilities and obligations of the parties shall be in Oneida County, New York, and such proceedings shall be governed by the laws of the State of New York.

h. Subordination. Upon request of County, CAP will execute a reasonable non-disturbance agreement concerning CAP's rights under the Agreement with respect to either the lien of any mortgage or deed of trust, to any lender, bank, insurance company or lending institution, or the requirements of any grant for funding that may be sought by County.

i. Relationship of Parties. CAP shall never at any time during the term of the Agreement become the agent of County, and County shall not be responsible for the acts or omissions of CAP or CAP's agents. Nothing in the Agreement shall be deemed or construed to create the relationship of principal and agent or of partnership or of joint venture or of any association between the parties other than the relationship of County and CAP.

j. Material Breach. The failure of either Party to comply with any Terms or Conditions of the Agreement, or of this Exhibit "A" to Agreement, shall be considered a material breach of the Agreement.

k. Recording. The Agreement shall not be recorded in the public records.

Anthony J. Picente, Jr.
County Executive

Lucille A. Soldato
Commissioner



ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES
County Office Building 800 Park Avenue Utica, NY 13501

FN 20 10-349

September 20, 2010

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

HUMAN RESOURCES

WAYS & MEANS

SEP 21 11:15
COMMUNICATIONS SECTION

Dear Mr. Picente:

There is a need to transfer funds into the **2010** Budget to cover a shortage in the A6011.455, Services mileage account. The Services employees provide protective, preventive, adoptive and foster care services. This requires transportation for mandated training, court appearances, home visits, etc.

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

To:	A6011.455	Children and Adult Services Travel & Subsistence	\$22,000
From:	A6011.49537	Other Expenses - CAC	\$22,000

Sincerely,

Lucille A. Soldato
Commissioner of Social Services

Cc: T. Keeler

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

Anthony J. Picente, Jr.
County Executive

Date 9/21/10



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

David J. Wood
Majority Leader

Patricia A. Hudak
Minority Leader

September 28, 2010

FN 20 10 - 350

Honorable Gerald J. Fiorini
Chairman
800 Park Ave.
Utica, NY 13501

WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
2010 SEP 27 PM 11:46

Dear Chairman Fiorini,

Please find the attached resolution titled “**Approval Of A Resolution Establishing The Standard Work Day And Reporting Days For The New York State And Local Employees Retirement System For Certain County Officials.**” Earlier in the year, the Board passed Resolution Number 248, with establishes the “days worked” per month for each elected official who is a member of the New York State Pension System. As I mentioned in the corresponding letter to that resolution, additional resolutions will be necessary as various situations arise.

The attached resolution establishes the “days worked per month” for Legislator Leach and Puma. I therefore respectfully request that the Board of Legislators approve a resolution establishing the standard work day and reporting days for the New York State and Local Employees Retirement System for certain county officials at the October 13th, 2010 meeting.

Thank you in advance for your consideration.

Sincerely,

Mike Billard
Clerk of the Board

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO.

INTRODUCED BY: Mr. Porter
2ND BY: Mr. Wood

RE: APPROVAL OF A RESOLUTION ESTABLISHING THE
STANDARD WORK DAY AND REPORTING DAYS FOR THE
NEW YORK STATE AND LOCAL EMPLOYEES RETIREMENT
SYSTEM FOR CERTAIN COUNTY OFFICIALS

RESOLVED, that the Oneida County Board of Legislators hereby establishes the following as standard work days for elected and appointed officials and will report the following days worked to the New York State and Local Employees' Retirement System based on the record of activities maintained and submitted by these officials to the Clerk of this legislative body:

TITLE	NAME	Social Security Number (Last 4 Digits)	Registration Number	STANDARD WORK DAY (Hrs/Day)	TERM BEGINS/ENDS	PARTICIPATES IN EMPLOYER'S TIME KEEPING SYSTEM (Y/N)	DAYS/MONTH (Based on Record of Activities)
<u>Elected Officials</u>							
County Legislator	Norman Leach			6	01/01/2010 – 12/31/2011	N	14.5
County Legislator	Sharon Rappa Puma			6	01/01/2010 – 12/31/2011	N	5.8

APPROVED: Ways & Means Committee ()

DATED:

Adopted by the following v.v. vote:
AYES NAYS ABSENT

ONEIDA COUNTY

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE



DEPARTMENT OF FINANCE

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

September 21, 2010

FN 20 10-351

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

READ & FILED

Dear Mr. Billard:

Pursuant to Section 5 of the County's written investment policy, please find a list of the current depositories for Oneida County:

HSBC
Bank of America
Bank of Utica
National Bank & Trust
J.P. Morgan Chase
Key Bank
Adirondack Bank
M&T Bank
State Bank of Chittenango, subsidiary of Oneida Financial Corporation
First Niagara Commercial Bank

If you have any questions, please call.

Very truly yours,


Anthony Carvelli
Commissioner of Finance

AC/bad

cc: Anthony J. Picente, Jr., Oneida County Executive
Gerald J. Fiorini, Chairman of the Board



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

David J. Wood
Majority Leader

Patricia A. Hudak
Minority Leader

TO: Governor David A. Patterson
Sheldon Silver, NYS Assembly
John Sampson, NYS Majority Leader
Honorable Joseph A. Griffo
Honorable David Valesky
Honorable RoAnn Destito
Honorable David Townsend
Honorable William McGee

FN 2010 - 352

READ & FILED

FROM: Mikale Billard, Clerk
Oneida County Board of Legislators

Date: September 23, 2010

Re: Memorializing Petition

Enclosed please find Memorializing Petition in Support of Senate Bill 7911 and Assembly Bill 20- Which relates to Confidentially of Information Contained in Pistol Permit License Applications, executed by the Oneida County Board of Legislators.

Thank you for your consideration.

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

for

MEMORIALIZING PETITION

F.N. 2010- ~~3835~~ 352

SPONSORS: Oneida County Legislator, Les Porter R-6th; *George Joseph, Patricia Hudak*

RE: MEMORIALIZING PETITION IN SUPPORT OF SENATE BILL 7911 AND ASSEMBLY BILL A20 – WHICH RELATES TO CONFIDENTIALITY OF INFORMATION CONTAINED IN PISTOL PERMIT LICENSE APPLICATIONS

WHEREAS, Presently Senate Bill 7911 and Assembly Bill 820 have been proposed to amend the penal law, in relation to the confidentiality of information contained in an application for a pistol license and to ensure the confidentiality of applicants requesting a pistol license and to enhance the personal privacy rights of pistol licensees.

WHEREAS, Senate Bill 7911 and Assembly Bill 820 prohibit the public disclosure of information in an application for a pistol license with exceptions for prosecutors and police conducting an active investigation.

WHEREAS, Presently an individual who applies for a license to carry or possess a handgun pursuant to the Penal Law completes an application and undergoes a rigorous and thorough background investigation that will include a the collection of fingerprints, references, and other personal information. An applicant's file, once the license is granted by the licensing officer may contain material and notes compiled by police agencies performing a background check. The file may be updated periodically to include the kinds and numbers of firearms registered to the applicant. Recently, the publication of the names and addresses of pistol licensees in a three county area demonstrates the need to preserve the privacy of licenses. Dissemination of the names and addresses of pistol licensees identifies the applicant right down to the street address.

WHEREAS, The recent publication of the names and addresses of individuals granted pistol licensees on the internet can be a potential danger in that criminals have a greater ability to steal guns from licensed owners right from their homes. Guns stolen from lawful owners can find their way onto the streets and may be used in the commission of crimes.

WHEREAS, Preventing the theft of guns and their criminal misuse is an important public policy goal and Senate Bill 7911 and Assembly Bill 820, will help to protect lawful gun owners from being targeted by thieves for gun burglaries and remove an important source of information for criminals.

NOW THEREFORE BE IT HEREBY RESOLVED, that the Oneida County Board of Legislators are in full support of Senate Bill 7911 – Assembly Bill 820 and respectfully request that the Legislature pass said Bills, in the interest of the safety of the People of the State of New York.

BE IT FURTHER RESOLVED, That the Clerk of the Board shall transmit copies of this memorializing petition to New York State Governor David Patterson, New York State Assembly Speaker Sheldon Silver, New York State Majority Leader John Sampson, New York State Assembly Representatives RoAnn M. Destito (D-116), David R. Townsend (R-115) and William McGee (D-111), New York State Senators Joseph A. Griffo (R-47) and David Valesky (D-49)

LEGISLATORS SUPPORTING PETITION

LEGISLATORS OPPOSING PETITION

S/ Stephen Ruffalo, M. [unclear]
S/ [unclear]
S/ Brian D. Miller

Reid Wood
 Thomas J. Turon
 Emil R. Papparella
 Bin Mandy
~~Richard J. ...~~
 Thomas ...
 Les Porter
 James Murphy
 Patrick Brennan
 Edmund P. Uels
 David Wiley
 Frederick Schallat
 Howard Weber
 Patricia ...
 Janet ...
 William Goodman
 Sharon Kappa
 Charles ...
 ...
 Rose Ann ...

Frank D. Gallarini

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

Dated: 8/29/10



COUNTY OF ONEIDA
OFFICE OF THE COUNTY EXECUTIVE

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

ONEIDA COUNTY OFFICE BUILDING

800 PARK AVENUE

UTICA, NEW YORK 13501

(315) 798-5800

FAX (315) 798-2390

www.ocgov.net

RECEIVED
ONEIDA COUNTY LEGISLATURE
2010 SEP 23 AM 4:19

FN 20 10 - 340

WAYS & MEANS

September 23, 2010

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

Honorable Members:

The Oneida County Charter mandates that I submit to you a "complete financial plan for the county and its administrative units for the ensuing fiscal year setting forth proposed expenditures and anticipated revenues...".
Article VI, section 603

This year there exist unique circumstances that compel me to ask the Board of Legislators to waive the procedural time requirement for submission of the proposed 2011 budget on October 5, 2010.

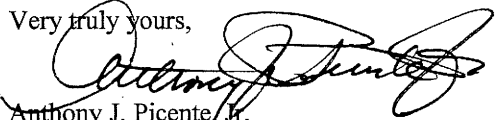
This request for waiver is due to the following: a) the abbreviated time frame in which to calculate the savings to be realized from early retirees who are not obligated to state their intention to retire until October 1, 2010; b) the need to allow the employee bargaining units to fully poll their membership as to the proposal to accept a freeze on their salaries for 2011; c) the time needed to prepare a budget proposal that will have to itemize the loss of jobs in the event such freeze is not accepted by the unions.

I respectfully request that the Board of Legislators resolve to waive the October 5, 2010 time requirement for submission of the 2011 County budget in view of these extraordinary circumstances and extend such time for budget submission until **October 13, 2010 at 2:00 pm.**

I have been advised by the County Attorney that there have been occasions in the 48 year history of the Charter when procedural provisions of this nature have been waived on a showing of special circumstances. I believe such circumstances exist in this instance.

Thank your for the Board's understanding in this regard.

Very truly yours,


Anthony J. Picente, Jr.
Oneida County Executive

Oneida County Public Defender

Criminal Division

250 Boehlert Center at Union Station

321 Main Street

Utica, New York 13501

Telephone: (315) 798-5870 • Fax: (315) 734-0364

e-mail: Pubdef@ocgov.net

Branch Offices

Utica City Court
411 Oriskany Street, West
Utica, New York 13502
Telephone: (315) 735-6671
Fax: (315) 724-3407

Rome City Court
100 West Court Street
Utica, New York 13440
Telephone: (315) 334-7012
Fax: (315) 334-1196

PUBLIC DEFENDER
Frank J. Nebush, Jr., Esq.

CHIEF TRIAL COUNSEL
Leland D. McCormac III, Esq.

CHIEF APPELLATE COUNSEL
Mark C. Curley, Esq.

CONFIDENTIAL SECRETARY
Patricia A. Potter

SENIOR INVESTIGATOR
James J. Laribee

CONFIDENTIAL INVESTIGATOR
Christian M. Nebush

SPECIAL INVESTIGATOR
Nicholas J. LaBella

VIOLENT CRIMES SECTION
First Assistant Public Defender
Patrick J. Marthage, Esq.
Assistant Public Defender
David A. Cooke, Esq.
Paralegal, *Jennifer M. Compo*

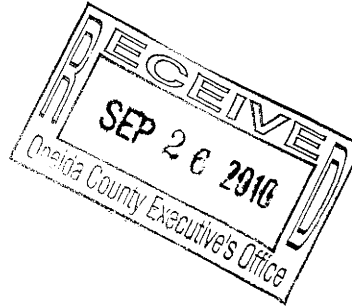
MAJOR CRIMES SECTION
First Assistant Public Defenders
Tina L. Hartwell, Esq.
Robert R. Reittinger, Esq.
Assistant Public Defenders
Ray A. Kyles, Esq.

Luke A. Nebush, Esq.
Adam P. Tyksinski, Esq.

CITY COURTS SECTION
First Assistant Public Defenders
James F. Kehoe, Esq. - Utica
David L. Arthur, Esq. - Rome
Assistant Public Defenders
JoAnna Rae Corso, Esq. - Utica
Cory A. Zennamo, Esq. - Utica
Doreen M. St. Thomas, Esq.

Thursday, September 23, 2010

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



FN 20 10 - 353

PUBLIC SAFETY

WAYS & MEANS

Re: Certification of Section 606 Expenses

Juan Arias, Christian R. Barnes, Jermane Blunt, Melvin Gardner, Elyx Gonzalez, Jolene Hill, Cory A. Hines, Vincent Miller, Kevin Pozo, Jonathan Rivera, Abdul Roberson, Jonathan Vasquez and Louis Wilner, being inmates of the State of New York

Dear Mr. Picente:

Enclosed are the following documents I am requesting be submitted to the Oneida County Board of Legislators for a resolution from them certifying my claim for reimbursement from the State of New York for representing the above state inmates pursuant to Section 606 of the Correction Law and Title 7, Part 410 of the NYCRR:

- 1) Proposed resolution certifying our expenses,
- 2) Sworn affidavit of the Oneida County Public Defender, Criminal Division setting forth the indictments and the time spent representing the above clients,

Upon approval by the Board of Legislators, the certification needs to be attached to this packet and forwarded to the Oneida County Comptroller for his signature on the payment voucher prior to submission to the State.

Should you need further information regarding this matter, please do not hesitate to contact me.

Sincerely,

Frank J. Nebush, Jr.

Oneida County Public Defender-Criminal Division

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

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

Date 9/29/10

2010 SEP 29 AM 12:04
RECEIVED
ONEIDA COUNTY LEGISLATURE

56

**In the Matter of the Claim of the
Oneida County Public Defender, Criminal Division**

under Section 606 of the Correction Law for Payment
of Legal Expenses Incurred in the Defense of Inmates
of the State of New York

**AFFIDAVIT IN SUPPORT OF
CLAIM FOR PAYMENT OF
OF
SECTION 606 EXPENSES**

STATE OF NEW YORK) ss:
COUNTY OF ONEIDA)

Frank J. Nebush, Jr., being duly sworn, deposes and says:

1. I am a duly licensed attorney-at-law in the State of New York and the Public Defender, Criminal Division in and for the County of Oneida and make this affidavit for the purpose of certifying to the Oneida County Board of Legislators and the State of New York that the legal services of the attorneys and staff assigned to the above-mentioned matters are true and accurate.

2. All rates for legal services are based upon Section 722-b of the County Law of the State of New York.

3. The following times and dates represent legal services provided by this office on behalf of the following inmates, to wit:

Juan Arias, Christian R. Barnes, Jermane Blunt, Melvin Gardner, Elyx Gonzalez, Jolene Hill, Cory A. Hines, Vincent Miller, Kevin Pozo, Jonathan Rivera, Abdul Roberson, Jonathan Vasquez and Louis Wilner, being inmates of the State of New York,

pursuant to Section 606 of the Correction Law of the State of New York. A true and accurate copy of the indictment follows the itemization of expenses for each inmate.

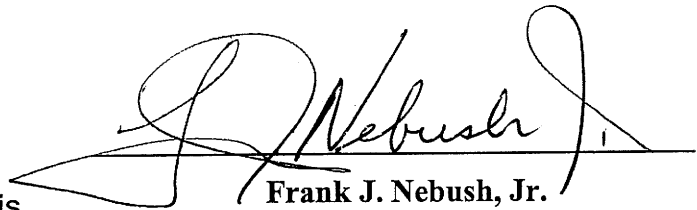
TOTAL OF EXPENSES

People v. Juan Arias	\$2,614.74
People v. Christian R. Barnes	\$1,732.90
People v. Jermane Blunt	\$1,797.17
People v. Melvin Gardner	\$1,184.87
People v. Elyx Gonzalez	\$748.84
People v. Jolene Hill	\$537.48
People v. Cory A. Hines	\$651.17
People v. Vincent Miller	\$4,712.44
People v. Kevin Pozo	\$1,645.20
People v. Jonathan Rivera	\$540.41
People v. Abdul Roberson	\$1,193.08
People v. Jonathan Vasquez	\$2,008.93
People v. Louis Wilner	\$839.55

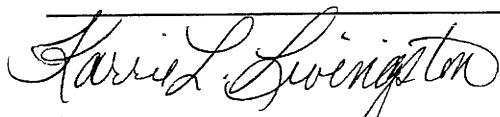
TOTAL: \$20,206.78

I hereby certify that the above statement is a true and accurate account of the expenses incurred in the defense of the above matters.

Dated: September 23, 2010


Frank J. Nebush, Jr.

Subscribed and sworn to before me this
23rd day of September, 2010



KARRIE L. LIVINGSTON
Notary Public, State of New York
Qualified in Oneida County
My Commission Expires 11/2/12

PROPOSED RESOLUTION

WHEREAS, certain inmates in the custody of the New York State Department of Correctional Services were charged with crimes while residing in a New York State correctional facility located in the County of Oneida, and said inmates having required the services of the Oneida County Public Defender, Criminal Division to represent them before the various courts in Oneida County while incarcerated herein, and

WHEREAS, the Oneida County Public Defender, Criminal Division duly represented said inmates, and

WHEREAS, Section 606 of the Correction Law of the State of New York mandates reimbursement for such services to the County of Oneida for such legal defense, and

WHEREAS, the Oneida County Public Defender, Criminal Division has certified to the Oneida County Board of Legislators that the expense incurred by him while undertaking said legal representation amounted to the sum of **\$20,206.78** for undertaking the legal defense of:

Juan Arias, Christian R. Barnes, Jermane Blunt, Melvin Gardner, Elyx Gonzalez, Jolene Hill, Cory A. Hines, Vincent Miller, Kevin Pozo, Jonathan Rivera, Abdul Roberson, Jonathan Vasquez and Louis Wilner, being inmates of the State of New York, and

WHEREAS, we have examined the documents provided by the Oneida County Public Defender, Criminal Division and find them to be a true and accurate account of his expenses concerning these matters,

NOW, THEREFORE BE IT RESOLVED, that this resolution and the vouchers, documents and affidavits of the Oneida County Public Defender, Criminal Division be forwarded to the Budget and Finance Office of the New York State Department of Correctional Services as required by Section 606 of the Correction Law and Title 7, Part 410 of the New York Code of Rules and Regulations for payment.



ONEIDA COUNTY

DEPARTMENT OF FINANCE

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

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

September 28, 2010

FN 20 10 - 354

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

INTERNAL AFFAIRS

WAYS & MEANS

Dear Mr. Picente:

On Thursday, September 16, 2010, the Oneida County Finance Department received bids on various tax delinquent properties. Attached, please find a list of the highest offers received that evening. Initially we started with over 100 properties. Since our last auction held in February 2010, collection efforts have resulted in recovering over \$1.2 million in delinquent taxes.

Also, since the establishment of the Inter-municipal Agreement with the City of Utica this past June, we were able to include 12 properties within the city limits. Of those properties, 8 received bids. Those properties are listed for advice purposes only.

We recommend full Board consideration of the attached bids for approval and respectfully request that you forward same at your earliest opportunity.

Sincerely yours,

Anthony Carvelli
Commissioner of Finance

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

Anthony J. Picente, Jr.
County Executive
Date 9/29/10

AC/bad

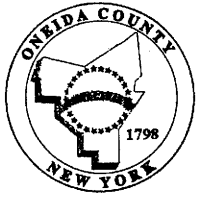
cc: Gerald Fiorini, Chairman, Oneida County Board of Legislators
Linda Dillon, County Attorney
File

2010 SEP 29 AM 12:04
RECEIVED
ONEIDA COUNTY LEGISLATURE

60

Sept 16, 2010 Auction Results

BID #	NAME	SWISS	TAX NUMBER	CD	TOWN/CITY	ADDRESS	Paddle	BIDDER	Bid Amt	Taxes Due
10-2-15	DeJean, Anthony	1301	242.028-1-18	QF	Rome	909 Schuyler Street	93	Russell D Johnson	\$46,000	\$1,861.27
10-2-37	Pedroncelli, Anthony	2689	32.000-1-14	LW	Boonville	Lewis Road	87	Stephen P Joyce	\$7,000	\$3,947.92
10-2-7	Cipriano, Michael	1600	318.039-2-17	SQ	Utica	912 Schuyler Street	115	Stanley Cesarre	\$100	\$640.43
10-2-9	Collazo, Miguel	6200	255.000-2-6-2	NJ	Verona	4553 Senn Road	98	William Hoffmeister	\$2,500	\$3,990.65
10-2-12	Cook, Charles	3400	54.000-1-29	NS	Florence	Florence Hill Road	3	Walter & Lonnella Smith	\$7,000	\$2,140.07
10-2-16	Deveans, Ernest	2400	79.000-1-39	OQ	Ava	11345 State Route 26	82	Ramon Diaz	\$2,500	\$8,797.29
10-2-32	Mosselle, Laurie A	2689	66.000-1-8-2	SC	Boonville	9913 Taylor Road	74	Chris Crolius	\$7,000	\$4,322.70
10-2-8	Cipriano, Michael	1600	319.054-1-14	OS	Utica	855 Jay Street	113	Daniel Gomez	\$3,500	\$2,518.48
10-2-3	Baldanza, Daniel	6800	302.000-1-57.5	SC	Westmoreland	Eureka Road	18	Daniel Gomez	\$4,000	\$5,491.47
10-2-31	Moonan, James	6200	309.000-1-46	NY	Verona	Randel Road	10	Bradley Roser	\$600	\$1,047.70
10-2-40	Schafer, Kurt	6200	252.011-1-20	HX	Verona	Stevens Street	58	Edw Rozanski	\$7,000	\$29,361.44
10-2-25	Kenneally, John	6401	236.020-1-41	LH	Vienna/V Sykvan Beach	2004 Vienna Road	101	David Brough Jr	\$3,600	\$2,201.91
10-2-21	Grant, Earl	3600	244.004-2-4	LR	Floyd	6985 Stearns Road	33	Ed Leach	\$2,250	\$7,022.13
10-2-42	Shafer, Shirley	7005	305.020-1-23	KU	Whitestown/V of Yorkville	21 Whitesboro St	76	V K Real Estate Inc	\$5,500	\$21,662.41
10-2-38	Phelps, Carl	2000	185.000-2-33	LL	Annsville	Clock Road Es	27	Jerry Wall	\$8,500	\$941.43
10-2-49	Waugh, Robert	5600	139.000-1-26.31	QS	Steuben	7558 Stieff Road Es	6	Kimberly O'Boyle	\$9,500	\$13,178.40
10-2-2	Baldanza, Daniel	3600	226.000-1-34	LJ	Floyd	Starr Hill Drive	107	MER Realty Trust	\$5,000	\$3,252.73
10-2-11	CONRAIL	7089	306.000-1-8	PA	Whitestown	Oriskany Blvd	24	Patrick Zenobio	\$300	\$2,559.68
10-2-27	Krajci, Celestin	6489	200.000-2-25	WZ	Vienna	Deeley Road	4	Clayton & Grace Conover	\$12,000	\$1,839.13
10-2-28	Lafosse, Gary	5489	398.000-1-44	SS	Sangerfield	EO Mason Road	16	Al Haydassz	\$600	\$1,553.92
10-2-33	Nieman, Frank	3800	50.003-2-21	JC	Forstport	White Lake Road Ss	6	Kimberly O'Boyle	\$100	\$802.11
10-2-39	Powers, Joseph	1301	243.064-3-17	QX	Rome	Brennan Avenue	104	Frank Crocilia	\$100	\$374.41
10-2-46	P-Tile	3600	208.000-1-40	JF	Floyd	Edwards Road	66	Robert E Edlick Jr	\$1,200	\$3,154.09
10-2-5	Chance, William	6800	287.000-1-50	MR	Westmoreland	5512 Lowell Road	104	Steven Arno	\$30,000	\$4,914.39
10-2-18	Feliciano, Freddie	4200	187.000-2-10.3	LQ	Lee	Marsh Road	67	Frank Crocilia	\$500	\$1,353.52
10-2-48	Vanslyke, Roger Jr & Patricia	6089	300.000-2-2.2	KT	Vernon	5524 Townline Road	12	WPK Associates LLC	\$17,000	\$11,888.42
10-2-51	Williams, Katrina	1600	319.061-2-14	OJ	Utica	714 Blandina Street	11	Lorenzo Properties of NY LLC	\$3,750	\$1,025.47
10-2-24	Kell, Stuart	6489	217.000-1-87	US	Vienna	Dixon Road	90	Audrey Cortieux	\$35,000	\$12,348.54
CITY OF UTICA PROPERTIES THAT RECEIVED SOLD AT AUCTION										
10-2-59	City of Utica	1600	318.024-1-20	KW	Utica	11 Schuyler Street	18	Daniel Gomez	\$700	\$1,198.82
10-2-54	City of Utica	1600	318.022-1-17	OJ	Utica	22 Kernan Avenue	50	Judith Gestrich	\$1,500	\$695.52
10-2-56	City of Utica	1600	318.031-2-47	RA	Utica	607 Lenox Avenue	98	William Hoffmeister	\$900	\$1,392.25
10-2-52	City of Utica	1600	318.031-2-46	QH	Utica	611 Lenox Avenue	98	William Hoffmeister	\$600	\$0.00
10-2-55	City of Utica	1600	318.031-2-48	RT	Utica	603 605 Lenox Avenue	5	George Torres	\$750	\$770.12
10-2-63	City of Utica	1600	318.081-2-50	OS	Utica	1520 West Street	5	George Torres	\$100	\$2,392.18
10-2-57	City of Utica	1600	318.041-1-34	NY	Utica	610 Spring Street	40	Karen Scarafie	\$1,000	\$712.57
10-2-53	City of Utica	1600	318.024-1-3	LR	Utica	920 Haak Ave	23	Serad Dizdarevic	\$500	\$3,235.50



COUNTY OF ONEIDA
OFFICE OF THE COUNTY EXECUTIVE

ANTHONY J. PICENTE JR.

County Executive

ce@ocgov.net

ONEIDA COUNTY OFFICE BUILDING
800 PARK AVENUE
UTICA, NEW YORK 13501
(315) 798-5800
FAX: (315) 798-2390
www.ocgov.net

September 29, 2010

FN 2010-355

Board of Legislators
Oneida County Office Building
800 Park Avenue, 10th Floor
Utica, New York 13501

AIRPORT

WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
2010 SEP 29 AM 2:13

Re: MidAir Usa, Inc.
Lease Agreement – West Hangar Bay, Building 100

Honorable Members:

As you know, the Lease Agreement between the County of Oneida and Empire Aero Center for the West Hangar Bay of Building 100 was recently terminated by Resolution of this Board, thereby enabling the County to release the property to a new tenant.

The space was put out to an RFP and MidAir USA, Inc. was among those responding. As a result of negotiations between the County and MidAir, I am pleased to inform you that the parties have come to terms on a Lease Agreement, which is herewith submitted for your review and consideration.

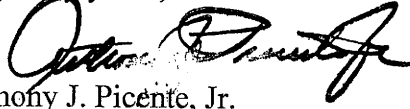
The essential terms of the Agreement are as follows: MidAir will lease various portions of the West Bay of Building 100, consisting of 64,660 square feet of hangar space and 8,223 square feet of office and storage space. The initial term of the Lease is for a period of 5 years with one option to renew for an additional 5-year term. The rent for the initial term of the Lease is in accordance with the adopted rate schedule, totaling \$1,553,751. Should the tenant exercise the renewal option, the rent will increase at the rate of 3% for each of the 5 years in the renewal term.

The proposed Lease will provide for the continued performance of aircraft repair services at Griffiss International Airport and will enhance the County's ability to market the site for future development and growth.

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I would ask that you support the legislation to approving the proposed Lease and will be available to answer any questions that you may have regarding same.

Very truly yours,



Anthony J. Picente, Jr.
County Executive

AJP/kdp
Encl;

Oneida County Department: Aviation

Competing Proposal _____
Only Respondent _____
Sole Source RFP X

Oneida County Contract Summary

Name of Proposing Organization: MIDAIR USA, INC
Title of Activity or Service: **Commercial Hangar & Ramp Use Agreement**
Client Population/Number to be Served: N/A

Summary Statements:

1) Narrative Description of Proposed Services:

Building 100, West Bay Hangar Lease-64,660 sq ft Hangar space & 8,223 sq ft office & storage space.

2) Program/Service Objectives and Outcomes:

Lease to MidAir USA for an initial 5 year term with an option for 2nd 5 year term.

3) Program Design and Staffing Level:

N/A

Total Funding Requested: \$0

Oneida County Department Funding Recommendation: Account # A1781.2

Proposed Funding Source: Federal \$0 State \$0 County \$0

Cost Per Client Served: N/A

Past Performance Data: N/A

Oneida County Department Staff Comments: First Year annual rent \$292,656.00 A1781.2

Griffiss International Airport

592 Hangar Road, Suite 200
Rome, NY 13441
Telephone: 315-736-4171 / Fax: 315-736-0568



ANTHONY J. PICENTE, JR.
County Executive

W. VERNON GRAY, III
Commissioner of Aviation

September 28, 2010

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

Re: **BUILDING 100, WEST BAY HANGAR LEASE – MIDAIR USA, INC.**

Dear Mr. Picente,

In accordance with Federal Aviation Administration (FAA) Sponsor Assurances #22 and #23, the Department of Aviation advertised a Request for Proposal (RFP) to seek a qualified commercial aeronautical tenant to lease the West Bay Hangar of Building 100. The results of the RFP and subsequent lease negotiations have resulted in a proposed lease with Midair USA, Inc. The lease is for an initial five (5) year Term with an option for a second five (5) year Term. The Hangar is to be used for the operation of an aircraft Repair Station in accordance with Title 14, Code of Federal Regulations (CFR), Part 65, 91 and/or 145, for the performance of maintenance, preventive maintenance, or alterations of an aircraft, airframe, aircraft engine, propeller, appliance, or component part to which Part 43 applies.

It is requested that you submit to the Board of Legislators for approval the enclosed Commercial Hangar and Ramp Use Agreement between the County and Midair USA, Inc.

Sincerely,

A handwritten signature in black ink that reads "W. Vernon Gray, III". The signature is written in a cursive style with a prominent flourish at the end.

W. Vernon Gray, III
Commissioner of Aviation

65

**ACTIONS BY WRITTEN CONSENT
OF THE
BOARD OF DIRECTORS
OF
MIDAIRUSA, INC.**

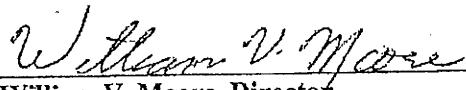
THE UNDERSIGNED, being all of the directors of **MIDAIRUSA, INC.**, a corporation organized and existing under the laws of the State of Delaware (the "Corporation"), do hereby unanimously consent to the adoption of the following resolutions:

RESOLVED, that the Corporation enter into a certain Commercial Hangar & Ramp Use Agreement with the County of Oneida whereby the Corporation will lease portions of what is commonly referred to as "Building 100" situate at 592 Hangar Road, Rome, New York for a period of five (5) years, commencing on or about October 1, 2010, and ending on or about September 30, 2015; and it was further

RESOLVED, that the Corporation be, and hereby is authorized and directed to take all such further action and to execute and deliver all such further agreements, instruments and documents, in the name and on behalf of the Corporation, that are proper or advisable in order to fully carry out the intent and to accomplish the purposes of the Resolutions adopted hereby and each of them; and it was further

RESOLVED, that these Resolutions may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Each such counterpart may be delivered by facsimile or e-mail (in .pdf format) and any signatures which are so delivered by facsimile or e-mail shall be deemed original signatures for all purposes.

Dated: As of September 27, 2010



William V. Moore, Director

Michael H. Davis, Director

Anthony Soffe, Director

**ACTIONS BY WRITTEN CONSENT
OF THE
BOARD OF DIRECTORS
OF
MIDAIRUSA, INC.**

THE UNDERSIGNED, being all of the directors of **MIDAIRUSA, INC.**, a corporation organized and existing under the laws of the State of Delaware (the "Corporation"), do hereby unanimously consent to the adoption of the following resolutions:

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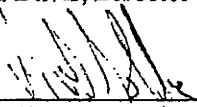
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Dated: As of September 27, 2010

William V. Moore, Director



Michael H. Davis, Director



Anthony Soffe, Director

Griffiss International Airport



Oneida County Department of Aviation
592 Hangar Road, Suite 200, Rome, NY 13441
Telephone: 315-736-4171 / Fax: 315-736-0568

ANTHONY J. PICENTE, JR.
County Executive

W. VERNON GRAY, III
Commissioner of Aviation

COMMERCIAL HANGAR & RAMP USE AGREEMENT

This COMMERCIAL HANGAR & RAMP USE AGREEMENT (hereafter referred to as the "Agreement") is made and entered into this 27 day of September, 2010, by and between the **County of Oneida**, a municipal corporation organized and existing under the laws of the State of New York with its principal place of business located at 800 Park Avenue, Utica, New York, 13501, and **Midair USA, Inc.**, a corporation organized and existing under and by virtue of the laws of the State of Delaware with its principal place of business located at 72 MacDill St., Building 215, Griffiss International Airport, Rome, NY 13441, herein referred to as "Tenant."

In consideration of the mutual promises contained herein, the parties agree:

1. Description and Use.

a. Landlord hereby rents to Tenant, and Tenant does hereby rent from Landlord, portions of what is commonly referred to as "Building 100" situate at 592 Hangar Road, Rome, New York, and more specifically, those areas identified as Areas 1, 2, 3, 4, and 5, as shown in Exhibit "B" annexed hereto. Said areas are hereinafter referred to as the Demised Premises, consisting of approximately 64,660 square feet of hangar space (Areas 1 and 2) and 8,223 square feet of office and storage space (Areas 3, 4, and 5). The Demised Premises shall be used by Tenant for the operation of an aircraft Repair Station in accordance with Title 14, Code of Federal Regulations (CFR), Part 65, 91 and/or 145, for the performance of maintenance, preventive maintenance, or alterations of an aircraft, airframe, aircraft engine, propeller, appliance, or component part to which Part 43 applies. Said use shall be performed in compliance with applicable building and/or fire codes.

b. In addition, if the Tenant exercises the option to construct an extension to the Hangar as provided for in paragraph 6 hereinbelow, all such area encompassed therein (the Extension Area) shall become part of the Demised Premises, with the understanding that there will be an additional Rent due for such Extension Area as hereinafter provided.

c. The Tenant shall have the exclusive use of the Demised Premises and the non-exclusive use of the Ramp areas surrounding the Demised Premises for the parking and storage of aircraft.

2. Term.

a. The Term of this Agreement shall be for a period of five (5) years, commencing on October 1, 2010, and ending on September 30, 2015 (the "Term"), unless this Agreement is sooner terminated under the provisions of this Agreement. Provided that Tenant is not in default in the performance of this Lease, Tenant shall have the option to renew this Lease for one additional five (5) year term (the "Renewal Term"). The renewal shall be upon the same terms and conditions as herein set forth with the exception of those provisions pertaining to Rent. The Rent during each year of the Renewal Term shall be increased by three percent (3%) from the previous year, all as more particularly shown in paragraph 3. To be effective, the Tenant must give Landlord written notice of its intent to exercise its option to renew this Lease at least six (6) months prior to the expiration of the initial Term of this Lease.

3. Rent.

a. Basic Rent. As and for Basic Rent of the Demised Premises (exclusive of any Additional Rent that may become due under subparagraph 3.b.), the Tenant shall pay to the Landlord in accordance with the following Rent Schedule:

RENT SCHEDULE		
Year	Annual Rent	Monthly Rent
1	\$ 292,656	\$ 24,388
2	\$ 301,436	\$ 25,120
3	\$ 310,479	\$ 25,873
4	\$ 319,793	\$ 26,649
5	\$ 329,387	\$ 27,449
6	\$ 339,269	\$ 28,272
7	\$ 349,447	\$ 29,121
8	\$ 359,930	\$ 29,994
9	\$ 370,728	\$ 30,894
10	\$ 381,850	\$ 31,821

b. Additional Rent. In the event the Tenant constructs an extension to the Hangar as contemplated in paragraph 6 hereinbelow, there shall be an Additional Rent owed by the Tenant to the Landlord over and above the Basic Rent, which Additional Rent shall be calculated by multiplying the additional square footage included in the Extension Area by the rate of \$0.25 per square foot per month. Any additional Rent due and owing by the Tenant to the Landlord hereunder shall be charged on a monthly basis, such that if the structure is in place for even one day in any given calendar month, the Additional Rent shall be due for the entire month.

4. Security Deposit.

a. Tenant shall pay a Security Deposit to Landlord in the amount of \$25,000 as security for the full and faithful performance by Tenant of all the terms and provisions of this Agreement.

5. General Terms and Conditions.

a. This Agreement is subject to the General Terms and Conditions on the attached Exhibit "A", which is incorporated herein by reference.

6. Special Provisions.

a. Tenant may, at its sole expense, construct an extension to the north side (the "runway side") of the Demised Premises in accordance with plans and specifications as may hereinafter be agreed to between the Tenant and the Landlord, which shall be subject to all required regulatory approvals in order to permit Tenant to fully enclose wide-body aircraft in the Hangar. The Tenant shall submit all such plans and specifications to the Landlord for approval, and the Landlord shall initiate the review process in a timely fashion upon receipt thereof. The Tenant shall not undertake any construction unless and until the Landlord has approved the plans and specifications provided by the Tenant, which approval shall be documented, in writing. Tenant shall be responsible for the supervision and coordination of all work, and for all precautions needed to carry out such work in a manner safe for both the project and all persons involved therein. In the event that Landlord does not consent to erect the contemplated Hangar extension, the Tenant shall have the right to declare this Lease null and void.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

County of Oneida – LANDLORD

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

Midair USA, Inc. – TENANT

BY: William V. Moore
William V. Moore
President

Approved As To Form
ONEIDA COUNTY ATTORNEY
By [Signature]

Approved as to form only:

Oneida County Attorney

EXHIBIT "A" - GENERAL TERMS AND CONDITIONS

- 1. Late Charge.** The due date for the payment of Rent is the 1st day of each and every month. If any sum due from Tenant is not actually received by Landlord within fifteen (15) days of the date due, then Tenant shall pay a late charge of 5% of the amount due, in addition to any attorneys' Rents, collection expenses, or interest incurred by Tenant's failure to make timely payments. Landlord shall have the right, but not the obligation, to provide Tenant with monthly or annual invoices for Rent payments; a timely payment of Rent is due regardless of the issuance of such invoices, or lack thereof.
- 2. Proration of Rent.** In the event that the Agreement begins or is terminated on any date other than the first day or last day of a calendar month, the applicable Rent and charges for that month shall be paid for that month on a pro rata basis according to the number of days in that month during which the Hangar and Ramp area was enjoyed by Tenant.
- 3. Delivery of Rent.** Rent checks shall be made payable to "County of Oneida" and shall be mailed or delivered to: 592 Hangar Road, Suite 200, Rome, NY 13441, or to such other place or places as Landlord may designate, in writing.
- 4. Security Deposit.** The Security Deposit shall be returned to Tenant upon termination of the Agreement after Tenant has vacated the Premises, provided that Tenant has fully and faithfully carried out all of the terms and provisions of the Agreement, including but not limited to the prompt payment of Rent and any other sums due Landlord. No interest shall be payable by Landlord to Tenant on account of such Security Deposit. Landlord shall have the right, but not the obligation, to apply all or any part of such Security Deposit to cure any default of Tenant, and if Landlord does so, Tenant shall upon demand by Landlord, deposit with Landlord the amount necessary for Landlord to have at all times on hand the full amount of the Security Deposit required under the Agreement, and if Tenant fails to restore such Security Deposit to the full deposit amount within fifteen (15) days after receipt of such demand, such failure shall constitute a material breach of the Agreement.
- 5. Permitted Uses; Prohibited Uses.**

 - a.** The Hangar and Ramp area shall be used by the Tenant only for the purposes identified in the Agreement, and for no other use. Painting, other than minor touch up of an aircraft, is prohibited within the Hangar unless otherwise approved by Landlord and the local fire marshal. Storage of boats, campers, vehicles or any other non-aviation items in the Hangar is not allowed. Kerosene or gas fired heaters or any type of open flame heaters or devices are prohibited in the Hangar.
 - b.** In that the Hangar and Ramp area is located at the Griffiss International Airport, Tenant shall not use the Hangar and Ramp area in a manner that would violate the rules and regulations of the Federal Aviation Administration or the Griffiss International Airport. Tenant acknowledges that Tenant has conducted Tenant's own investigation and has determined that the Hangar and Ramp area is suitable for Tenant's intended use. Tenant shall have reasonably necessary rights of access across Landlord's adjoining areas.
 - c.** Tenant will not make or permit any use of the Hangar and/or Ramp area that would be: (1) offensive so as to constitute a nuisance; (2) unlawful under any federal, state, or county code, ordinance, or regulation; (3) injurious to any person or property; (4) prohibited by a New York standard form fire insurance policy; or (5) which may increase or incur the Landlord's liability under any laws relating to the use and storage of hazardous materials.
- 6. Ingress and Egress.** Tenant shall have reasonably necessary right of ingress and egress to the Hangar and Ramp area. The hangars, ramp areas and taxi-lanes adjacent to the Tenant's Hangar and Ramp areas shall be and are deemed to be right-of-way and common areas to which the Tenant shall have non-exclusive access to and use of for the term of this Agreement and any renewals thereof.
- 7. Utilities and Services.** Tenant shall be responsible for the costs and payments of all utilities and services, including without limitation, electricity, water, gas, and sewer service furnished to the Hangar. The Landlord shall not be liable for any interruption or delay in such utility services, unless such delay or interruption is caused by the Landlord's negligence or willful misconduct.

8. Casualty. In the event the Hangar or the means of access thereto, shall be damaged by fire or any other cause, the Rent payable hereunder shall not abate provided that the Hangar is not rendered unusable by such damage. If the Hangar is rendered unusable and Landlord elects to repair the Hangar, the Rent shall abate for the period during which such repairs are being made, provided the damage was not caused by the acts or omissions of Tenant or Tenant's employees, agents or invitees. If Tenant or Tenant's employees, agents, or invitees caused such damage, the Rent shall not abate. If the Hangar is rendered unusable and Landlord elects not to repair the Hangar, the Agreement shall terminate.

9. Insurance and Indemnification.

a. During the Term of the Agreement, including all renewals, Tenant shall maintain, at Tenant's own expense, for the benefit of Tenant, and Landlord as additional insured, a Comprehensive General Liability insurance policy, which coverage shall be Per Occurrence, Combined Single Limit for Bodily Injury and Property Damage Liability, including Premises Operation and Hangar Keeper's Liability and Automobile Liability, with minimum coverage of \$10,000,000 per occurrence. The coverage shall include broad form contractual liability, and comprehensive general liability for bodily injury and property damage, and product liability for bodily injury and property damage for the purpose of insuring against liability for damage or loss to aircraft or other property and against liability for personal injury or death, arising from acts or omissions of Tenant or Tenant's agents, employees, or invitees. Such policy or policies shall contain a provision whereby Landlord must receive at least thirty (30) days prior written notice of any cancellation of Tenant's insurance coverage. Prior to the commencement of this Agreement, Tenant shall deliver to Landlord certificates, endorsements, or binders evidencing the existence of the insurance required herein.

b. Tenant further agrees to hold Landlord harmless from all claims and losses by reason of an accident or damage to any person or property happening on or about the Hangar and/or Ramp area arising from acts or omissions of Tenant or Tenant's agents, employees, or invitees; to the extent allowed by law, Tenant shall indemnify and hold Landlord harmless against all liability or loss and against all claims or actions based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with the Hangar or based upon any violation of any statute, ordinance, building code, or regulation, and the defense of any such claims or actions, resulting from the acts or omissions of Tenant or Tenant's agents, employees, or invitees.

c. In the event that any claim in writing is asserted by a third party, which may entitle the Landlord to indemnification, Landlord shall give notice thereof to Tenant which notice shall be accompanied by a copy of statement of the claim. Following the notice, Tenant shall have the right, but not the obligation, to participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its choice. If Tenant shall fail timely to defend, contest or otherwise protect against any suit, action or other proceeding arising from such claim, or in the event Landlord decides to participate in the proceeding or defense, Landlord shall have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's Rents and, upon not less than ten (10) days notice to Tenant, to make any reasonable compromise or settlement thereof. In connection with any claim as aforesaid, the parties hereto shall cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise or settlement of such claim.

d. The indemnification provisions of this paragraph shall survive the termination of the Agreement.

10. Environmental Indemnity.

a. Tenant shall not permit the Hangar and/or Ramp area to be contaminated with any environmental hazard and Tenant shall not store hazardous waste or materials, contaminants, or flammable materials, including but not limited to gasoline, on the premises. Tenant shall indemnify, protect, and hold Landlord harmless from any environmental damage, and, if such environmental damage resulting from Tenant's use of the Hangar and/or Ramp area is discovered, Tenant shall promptly undertake and pursue diligently appropriate steps to repair the damage and shall notify Landlord of such environmental damage within twenty-four (24) hours after Tenant's discovery of such environmental damage.

b. The environmental indemnification provisions of this paragraph shall survive the termination of the Lease.

11. Obligations of Landlord. Landlord will maintain the structural components of the Hangar, including doors and door mechanisms, and Ramp area, and Landlord will provide normal building maintenance without additional cost to Tenant. Tenant shall have at all times the right of ingress to and egress from the Hangar and Ramp area. To ensure this right, Landlord shall make all reasonable efforts to keep adjacent areas to the Hangar free and clear of all hazards and obstructions, natural or manmade.

12. Obligations of Tenant.

a. Storage. The Hangar and Ramp area shall be used only as described in the Agreement.

b. Maintenance and Repair. Tenant shall maintain the Hangar and Ramp area in a neat and orderly condition, and shall keep the Hangar floor and Ramp area pavement clean and clear of oil, grease, or toxic chemicals. No hazardous or flammable materials will be stored within or about the Hangar. No boxes, crates, rubbish, paper, or other litter shall be permitted to accumulate within or about the Hangar.

c. Damage. Tenant shall be responsible for all damage to the Hangar caused by use or negligence by Tenant, or Tenant's agents, employees, or invitees. Tenant shall be responsible for all damage to property, real or personal, located on or about the Hangar and/or Ramp area caused by use or negligence by Tenant, or Tenant's agents, employees, or invitees. Landlord reserves the right to make such repairs, at Tenant's expense, which shall become due and payable as part of Tenant's next monthly Rent payment. Tenant shall make no structural, electrical, or other modification to the Hangar without first obtaining Landlord's written permission and obtaining any permits, if required.

d. Tenant's Personal Property. All personal property placed or moved into the Hangar and Ramp area shall be at the risk of Tenant or owner thereof, and Landlord shall not be liable for any damage to personal property, or to Tenant, arising from any act of negligence of any other tenant or occupants at the Airport or of any other person whomsoever. Tenant agrees and understands that Tenant is responsible for the proper securing of personal property and shall further indemnify and hold Landlord harmless for any damage or liability caused by improper securing of personal property. Landlord shall not be responsible for any loss from theft, vandalism, or act of God, and all personal property stored in the Hangar and Ramp area is at Tenant's sole risk.

e. Compliance with Laws. Tenant agrees to and shall comply with all applicable ordinances, rules, and regulations established by federal, state, or local government agency or by Landlord. Tenant shall be responsible for obtaining and complying with all governmental permits required for Tenant's use and occupancy of the Hangar and Ramp area, if any. Tenant further expressly represents, covenants, warrants, guarantees, and agrees that it shall fully comply with all federal, state and local laws, ordinances, rules, and regulations protecting the environment. Tenant agrees to keep itself informed of future changes in the existing environmental laws. Tenant hereby expressly agrees to indemnify and hold Landlord harmless from and against any and all liability for fines and physical damage to property or injury or deaths to persons, including reasonable expense and attorneys' Rents, arising from or resulting out of, or in any way caused by, Tenant's failure to comply with any and all applicable federal, state, and local laws, ordinances, regulations, rulings, orders and standards, now or hereafter, promulgated for the purpose of protecting the environment. Tenant agrees to cooperate with any investigation or inquiry by any governmental agency regarding possible violation of any environmental law or regulation.

f. Fire Extinguisher. Tenant shall maintain at all times, in the Hangar, a minimum of two (2) approved twenty (20) pound dry chemical portable fire extinguisher suitable for use on Class "A", "B", and "C" fires with a current inspection certificate from an approved fire equipment company affixed.

g. Surrender upon Termination. On the termination of the Agreement, for any reason other than as a result of a default in payment or performance by Tenant, Tenant shall immediately surrender possession of the Hangar and Ramp area and shall remove aircraft and all other property therein, leaving the Hangar and Ramp area in the same condition as when received, ordinary wear and tear expected. Tenant shall be liable for any and all damage to the Hangar and Ramp area caused by use or negligence by Tenant or Tenant's agents, employees, or invitees, including, but not limited to, damage to doors or interior walls by being bent or broken or damage to unsealed floors due to fuel or oil spillage. If Tenant fails to remove such items from the Hangar and Ramp area and to repair such damage upon vacating the premises, then Landlord may remove the items and repair the damages, and Tenant shall promptly pay the costs and expenses of such removal and repairs.

h. Compliance with All Resolutions, Rules, Regulations, and Standards. Tenant acknowledges that Landlord operates an airport, and resolutions, rules, regulations, and standards must be adopted by Landlord and modified from time to time in order to promote the orderly operation and development of the airport. Therefore, Tenant agrees to be bound by all terms and provisions of any resolutions, rules, regulations, and standards that may from time to time be adopted by Landlord, provided that such resolutions, rules, regulations, and standards do not increase the Rent to be paid by Tenant. The parties agree that Tenant's use of the Hangar and Ramp area and any

rights conferred to Tenant in the Agreement shall be subject to Landlord's minimum standards, as amended from time to time, provided that no such rules, regulations, or standards shall interfere with or cause any derogation or infringement with or upon the rights and privileges granted to Tenant in the Agreement. Tenant shall be given advance notice of any proposed change or addition to such rules, regulations, and standards, and Tenant shall be given an opportunity to be heard thereon. All the terms, conditions, and covenants of the Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the parties.

i. Signs. Tenant shall not erect or post any signs without the Landlord's written permission, which permission will not be unreasonably conditioned, delayed or withheld. Subject to Landlord's approval as aforesaid, it is anticipated that Tenant will erect a sign on the exterior of the Hangar.

j. Covenant Not to Abandon. Tenant hereby covenants not to abandon the leased premises prior to expiration of the term of the lease, without a Surrender Agreement with the Landlord in place. Abandonment of the premises shall be defined to include but not be limited to the cessation of operations, or abandonment of Tenant-owned or third party-owned property at the premises unattended, or removal of substantial portions of Tenant property from the leased premises, other than in the normal course of Tenant's business. The Tenant acknowledges that any abandonment of the leased premises will entitle the Landlord to obtain an injunction or order compelling the Tenant to return to its business in the premises, and the Tenant hereby consents to such injunction or order in addition to any other remedies to which the Landlord may be entitled at law or in equity, including monetary damages related to any premature cessation of operations which cause expense to the Landlord including but not limited to such matters as environmental remediation, cleaning of premises or removal of debris left by the Tenant prior to completion of lease term.

k. Covenant Not to Vacate. Tenant hereby covenants to continuously occupy the premises and not to vacate the leased premises prior to the expiration of the term of the lease, without a Surrender Agreement with the Landlord in place. Vacating the premises shall be defined to include but not be limited to the withdrawal or cessation of operations or abandonment of Tenant-owned or third party-owned property at the premises unattended, or removal of substantial portions of the Tenant's property from the leased premises, other than in the normal course of the Tenant's business. The Tenant acknowledges that any failure to occupy the leased premises will entitle the Landlord to obtain an injunction or order compelling the Tenant to return to its business in the premises, and the Tenant hereby consents to such injunction or order in addition to any other remedies to which the Landlord may be entitled at law or in equity, including monetary damages related to any premature cessation of operations which cause expense to the Landlord including but not limited to such matters as environmental remediation, cleaning of premises or removal of debris left by the Tenant prior to completion of lease term.

l. Covenant of Continuous Operations. The Tenant hereby covenants that during the lease term, the Tenant will continue its operations for the entire length of the lease and not cease operations or leave the premises prematurely, without a Surrender Agreement with the Landlord in place. The Tenant acknowledges that any failure to so continuously operate will entitle the Landlord to obtain an injunction or order compelling the Tenant to continuously operate its business in the premises, and the Tenant hereby consents to such injunction or order in addition to any other remedies to which the Landlord may be entitled at law or in equity, including monetary damages related to any premature cessation of operations which cause expense to the Landlord including but not limited to such matters as environmental remediation, cleaning of premises or removal of debris left by the Tenant prior to completion of lease term.

13. Nondiscrimination. Notwithstanding any other provision of this Agreement, during the performance of the Agreement, Tenant for itself, its heirs, personal representatives, successors in interest, and assigns, as part of the consideration for the Agreement, does hereby covenant and agree that:

a. No person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of the Hangar and Ramp area on the grounds of race, color, religion, sex, disability, age, or national origin.

b. In the construction of any improvements on, over, or under the Hangar and Ramp area, and the furnishing of services therein or thereon, no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination on the grounds of race, color, religion, sex, disability, age, or national origin.

c. Tenant shall use the Hangar and Ramp area in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as such regulations may be amended.

d. In the event of breach of any of the above nondiscrimination covenants, Landlord shall have the right to terminate the Agreement and to reenter and repossess the Hangar and Ramp area and hold the premises as if the Agreement had never been made or issued. The provision does not become effective until the procedures of Title 49, Code of Federal Regulations, Part 21, have been followed and completed, including the exercise or expiration of appeal rights.

14. Reservation of Rights by Landlord.

a. **Development.** Landlord reserves the right to further develop and improve the airport as Landlord sees fit, without interference or hindrance, but taking into consideration the desires and views of Tenant, and for purposes of developing and improving the airport, Landlord reserves the right to enter upon the Hangar and Ramp area and make improvements to or on the Hangar and Ramp area. Landlord shall make every effort to minimize the disruption of normal airport usage during periods of repair or further development of the airport.

b. **Relocation.** Landlord reserves the right upon thirty (30) days written notice to relocate Tenant to a similar size Hangar and/or Ramp area in other areas of the airport at Landlord's sole expense.

c. **National Emergency.** Landlord further reserves the right, during time of war or national emergency, to lease the landing area or common areas of the airport to the United States Government or the State of New York for military use or for natural disaster relief operations, and if such a lease is executed with the federal or state government, the terms of the Agreement which are inconsistent with the lease to the government shall be temporarily suspended and rent shall be abated during the tenancy by the government.

15. Right of Access and Inspection.

a. Landlord will retain a key for access to the Hangar. Tenant will not change locks without prior notice and agreement of Landlord.

b. Landlord shall have the right to make reasonable inspections of the Hangar between the hours of 8:00 a.m. and 5:00 p.m. on weekdays, exclusive of federal holidays. Landlord shall have the right at any other time to enter the Hangar for security, fire, other emergencies, or making repairs.

16. Assurance Agreements. The Hangar and Ramp area is subject to the terms of those certain assurances made to guarantee the public use of the airport as incident to grant agreements between Oneida County, New York, the State of New York, and the United States of America, as amended. The terms and provisions of the Agreement shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in the assurance agreements and any existing or subsequent amendments to any of the provisions of the assurance agreements.

17. Federal Aviation Administration Requirements. In the event that the Federal Aviation Administration (FAA) or its successors require modification or change in the Agreement as a condition precedent to (1) the granting of funds for the improvement of the airport, or (2) as a condition precedent to compliance with FAA regulations or standards, Tenant agrees to consent to such amendments, modifications, or changes to the Agreement as may be reasonably required to either obtain such funds or comply with such regulations or standards. However, in no event shall Tenant be required pursuant to this paragraph to agree to an increase in the Rent provided for in the Agreement or to agree to a reduction in size of the Hangar and/or Ramp area, or a change in the authorized use to which Tenant has put the Hangar without an adjustment in Rent.

18. Airspace. As a condition of the Agreement, Landlord reserves unto itself, its successors, and assigns, for use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Hangar and Ramp area, together with the right to cause in the airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the airspace, and for use of the airspace for landing on, taking off from, or operating on the airport. Tenant expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Hangar and Ramp area to such a height in compliance with Federal Aviation Regulations, Part 77. Tenant agrees for itself, its successors and assigns, to prevent any use of the Hangar and Ramp area which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

19. No Grant of Exclusive Right or Privilege. Notwithstanding anything contained in the Agreement that may be, or may appear to be, to the contrary, it is expressly understood and agreed that the rights granted under the Agreement are nonexclusive, and Landlord reserves the right to grant similar privileges to another tenant or other tenants on other parts of the airport. Nothing in the Agreement shall be construed as granting an exclusive right or

privilege other than the right of Tenant to possess and to peacefully enjoy the use of the Hangar and Ramp area in accordance with the Agreement.

20. Sub-Agreement, Sub-lease, and Assignment Prohibited.

a. Tenant shall not sub-agreement or sub-lease the Hangar and Ramp area or assign the Agreement without prior written approval of Landlord. The parking and storage of aircraft not owned or leased by Tenant in the Hangar and/or Ramp area shall constitute a sub-agreement. Tenant shall not either voluntarily, or by operation of law, assign, or transfer the leasehold interest granted by the Agreement or any interest therein, and shall not sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, nor allow the sale or transfer of a majority interest or majority ownership in Tenant, without first obtaining the written consent of Landlord. The consent to one assignment or subletting shall not be deemed to be consent to any subsequent assignment, subletting, or encumbrance. Any such subsequent assignment or subletting shall be void, and shall, at the option of Landlord, constitute a default of the Agreement.

b. Regardless of Landlord's consent, no subletting or assignment shall release Tenant or Guarantor, if any, or any obligations and/or liabilities of Tenant or Guarantor, if any, to pay the Rent and to perform all other obligations required of Tenant by the Agreement. The acceptance of the Rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision of the Agreement. In the event of a default by any assignee or subtenant of Tenant in the performance of any of the terms of the Agreement, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against an assignee or subtenant.

21. Condition of Premises. Tenant shall accept, and has accepted, the Hangar and Ramp area in its present condition, AS IS, without any liability or obligation on the part of Landlord to make any alterations, improvements or repairs of any kind on or about the Hangar.

22. Disclaimer of Warranty and Responsibility for Securing Aircraft. Tenant accepts all facilities on the Premises on an "as is" basis. Landlord hereby disclaims, and Tenant accepts such disclaimer, of any warranty, either express or implied of the condition, use, or fitness of the tie-down rings, ropes, chains, or other apparatus used to secure airplanes, and Tenant assumes full responsibility to furnish any equipment necessary to properly secure Tenant's aircraft. Tenant agrees and understands that Tenant is responsible for the proper tie down or securing of aircraft inside or outside of the Hangar and shall further indemnify and hold harmless the Landlord for any damage or liability caused by improper tie down or securing. Landlord shall not be liable for any loss from theft, vandalism or act of God, and all aircraft are stored or parked on the premises or airport at Tenant's sole risk.

23. Alterations; Liens.

a. Tenant covenants and agrees not to install any fixtures or make any alterations, additions or improvements to the Hangar without the prior written approval of Landlord, which approval will not be unreasonably conditioned, delayed or withheld. All fixtures installed or additions and improvements made to the Hangar shall become Landlord's property and shall remain in the Hangar at the termination of the Agreement without compensation or payment to Tenant. Tenant shall not suffer or permit any lien to be filed against the premises or any part of Landlord's interest, by reason of work, labor, services or materials performed or supplied to Tenant or anyone holding the premises or any part thereof under Tenant. If any such lien is filed against the premises or Landlord's interest, Tenant shall cause the same to be discharged of record within thirty (30) days after the date of filing the same, and shall incur all charges in the release of such lien.

b. Tenant agrees to pay all liens of contractors, subcontractors, mechanics, laborers, material men, and other items of like character, and indemnify Landlord against all expenses, costs and charges, including bond premiums for release of liens and reasonable attorneys' Rents incurred in the defense of any suit in discharging the Premises or any part thereof from any liens, judgments, or encumbrances caused or suffered by Tenant.

c. Tenant shall not have any authority to create any liens for labor or material in the Rent interest owned by Landlord or Landlord's interest in the property by any persons contracting with Tenant for the destruction or removal of any facilities or other improvements or for the construction, erection, installation, alteration, or repair of any facilities or other improvements on or about the Premises. All material men, contractors, subcontractors, mechanics, and laborers, are hereby charged with notice that they must look only to Tenant and to Tenant's interests in the property in the Hangar or on the Ramp area to secure the payment of any bill for work done or materials furnished at the request or instruction of Tenant.

24. Events of Default by Tenant. The occurrence of any of the following shall constitute an event of default under the Agreement:

- a. Tenant fails to pay any part or all the money due Landlord under the Agreement, and such non-payment continues for a period of thirty (30) days;
- b. Tenant fails to perform or breaches any term, covenant, or provision of the Agreement, except the payment of money, and such non-performance or breach is not cured within twenty (20) days after written notice of the default from Landlord is delivered to Tenant;
- c. Tenant is the subject a voluntary or involuntary petition for bankruptcy protection (including a petition for reorganization or an agreement), Tenant makes a general or other assignment for the benefit of creditors, or Tenant's assets or operations become subject to the control of a court-appointed receiver;

25. Remedies on Default by Tenant. In the event of any default of the Agreement by Tenant, Landlord shall have the right, at its earliest option, to pursue any one or more of the following remedies, in addition or in place of the remedies otherwise provided herein or by statute, without any notice or demand whatsoever to Tenant or Guarantor, if any:

a. Landlord shall have the right to terminate the Agreement and to enter upon and take possession of the Hangar and Ramp area and to remove the aircraft and any other property of Tenant from the Hangar and Ramp area without being deemed guilty of trespass, breach of peace or forcible entry and detainer and without prejudice to any other remedy for possession or arrearage in Rent, and Tenant expressly waives the service of any notice. Tenant agrees to pay Landlord on demand the amount of all loss or damage which Landlord may suffer by reason of such termination, including the expenses of retaking, re-renting the Hangar and/or Ramp area, and loss of Rent through the inability to re-let the Hangar and/or Ramp area.

b. Landlord shall have the right to enter upon and take possession of the premises, and re-let the premises and receive the Rents therefore without thereby terminating or avoiding the Agreement. Tenant agrees to pay Landlord on the due day of each month thereafter sums equivalent to the monthly Rent payment under the Agreement, less the avails of re-letting, if any.

c. Exercise by Landlord of either or both of the rights specified above shall not prejudice Landlord's right to pursue any other legal remedy available to Landlord in law or equity, including, but not limited to, court costs and attorneys' Rents for bringing legal action against Tenant. All of the foregoing rights, remedies, powers, and elections of Landlord are cumulative, and pursuit of any of the foregoing shall not preclude other remedies provided by law, nor shall such pursuit constitute a forfeiture or waiver of any rent due to Landlord or of any damages occurring to Landlord by reason of the violation of any of the provisions of the Agreement. Forbearance by Landlord to enforce one or more of the remedies upon an event of default shall not be deemed or construed to constitute a waiver of such default.

d. Tenant agrees that no assent, express or implied, by Landlord to any breach of the Agreement by Tenant shall be deemed to be a waiver of any succeeding breach by Tenant.

e. All sums due under the Agreement shall be paid by Tenant to Landlord without any setoff or counterclaim whatsoever and all past due sums shall bear interest at the maximum legal rate per annum. The subsequent acceptance of Rents under the Agreement by Landlord shall not be deemed to be a waiver of any preceding default by Tenant of any term, covenant or condition of the Agreement, other than the failure to pay the particular Rents so accepted, regardless of Landlord's knowledge of such preceding default at the time of accepting the Rents.

26. Waiver of Breach. Tenant agrees that no assent, express or implied, by Landlord to any breach of the Agreement by Tenant shall be deemed to be a waiver of any succeeding breach by Tenant.

27. Surrender at End of Lease. Tenant agrees upon termination of the Agreement for any reason to peaceably yield up to Landlord the premises in neat and clean condition, with all debris removed, and in good condition in all respects.

28. Landlord's Lien. Tenant hereby gives and grants to Landlord a lien upon, and pledges as collateral to the Landlord in case of default, all fixtures, chattels and personal property of every kind and description now or hereafter to be placed, installed, or stored by Tenant at the Airport, and Tenant agrees that in the event of any failure on the part of Tenant to comply with each and every one of the covenants and obligations hereof, or in the event of any default continuing for 60 days of any specified rent, Landlord may take possession of and sell the same in any manner provided by law and may credit the net proceeds upon any indebtedness due, or damage sustained by Landlord without prejudice to further claims thereafter to arise under the terms of the Agreement.

29. Notices. All notices to the parties shall be sent or delivered to that party at the address first written for that party in the Agreement. All notices shall be in writing and shall be delivered either by hand with proof of delivery or by certified mail, return receipt requested, and postage prepaid. Notices sent or delivered by mail in accordance with this paragraph shall be deemed to have been given five (5) business days after the date of mailing, and all other notices delivered by any other means with proof of delivery, such as hand delivery or express delivery, shall be deemed to have been given when received.

30. Miscellaneous Provisions.

a. Successors Bound. The Agreement shall not be effective or binding on any party until fully executed. All of the covenants, conditions and obligations of the Agreement shall be binding upon and inure to the benefit of the respective heirs, administrators, successors, and assigns of the parties.

b. Joinder by Guarantor; Personal Guarantee. By joining in the execution of the Agreement, Guarantor, if any, hereby unconditionally guarantees performance of each and every obligation of Tenant created in this Agreement. Guarantor waives any requirement of notice of non-payment or non-performance, proof, or demand, as a condition for liability by Guarantor. Guarantor expressly agrees that the validity of the Agreement and the obligations of this personal guarantee shall in no way be terminated, affected, or impaired by reason of assertion by Landlord against Tenant of any of the rights or remedies reserved to Landlord pursuant to the provisions of the Agreement, or by Landlord granting any indulgence or giving of additional time to Tenant for the performance of any of the obligations of the Agreement. This personal guarantee shall remain in full force and effect as to any amendment, modification, renewal, extension, or otherwise, of the Agreement. Landlord need not pursue any remedies against Tenant before enforcing this personal guarantee against Guarantor. If there is more than one person or entity signing the Agreement as Guarantor, the obligations imposed by the Agreement on Guarantor shall be joint and several.

c. Construction of Agreement. Words of any gender used in the Agreement shall be construed to include any other gender, and words in singular number shall be held to include the plural, and vice versa, when the sense requires. The headings or captions for paragraphs or subparagraphs in the Agreement are for convenience only and are not a part of the Agreement and do not in any way limit or expand the terms and provisions of the Agreement.

d. Judicial Interpretation. If any provision of the Agreement becomes subject to judicial interpretation, it is agreed that the court interpreting or considering such provision will not apply the presumption or rule of construction that the terms of the Agreement be more strictly construed against the party which itself or through its counsel prepared the same, because all parties have participated in the preparation of the final form of the Agreement through review and negotiation of terms, and therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.

e. Severability. In the event that any provision of the Agreement is determined to be invalid, illegal, or unenforceable for any reason, then the parties shall negotiate in good faith and agree on such amendments or modifications to the Agreement, or such other appropriate actions, that will to the maximum extent practicable in light of such determination, give effect to the intentions of the parties as reflected in the Agreement, and all other provisions of the Agreement, as amended, modified, or otherwise, shall remain in full force and effect, but if, after good faith negotiations, the parties fail to reach an agreement regarding the invalid, illegal, or unenforceable provisions, then the parties agree that such provisions shall be severed from the Agreement and such severance shall not invalidate any other provision of the Agreement or the Agreement itself.

f. Joint Obligations. If there is more than one person or entity signing the Agreement as Tenant, the obligations imposed by the Agreement on Tenant shall be joint and several.

g. Entire Agreement. The Agreement contains the entire agreement between the parties, and no prior or independent agreements or understandings between the parties pertaining to the renting of the Hangar and Ramp area shall be effective for any purpose. Tenant acknowledges that any representations, statements, or negotiations made by Landlord or by any of Landlord's staff, employees, counsel, or any other agent, do not suffice to legally bind Landlord, unless such representations have been reduced to writing and fully executed by all of the parties.

h. Written Modifications. No provision of the Agreement may be changed or modified except by an agreement in writing executed by all of the parties or their successors in interest.

i. Venue; Law. Venue for all court proceedings to enforce or interpret the Agreement or determine the liabilities and obligations of the parties shall be in Oneida County, New York, and such proceedings shall be governed by the laws of the State of New York.

j. Subordination. Upon request of Landlord, Tenant will in writing subordinate Tenant's rights under the Agreement to the lien of any mortgage or deed of trust, to any lender, bank, insurance company or lending institution, or to comply with the requirements of any grant for funding that may be sought by Landlord.

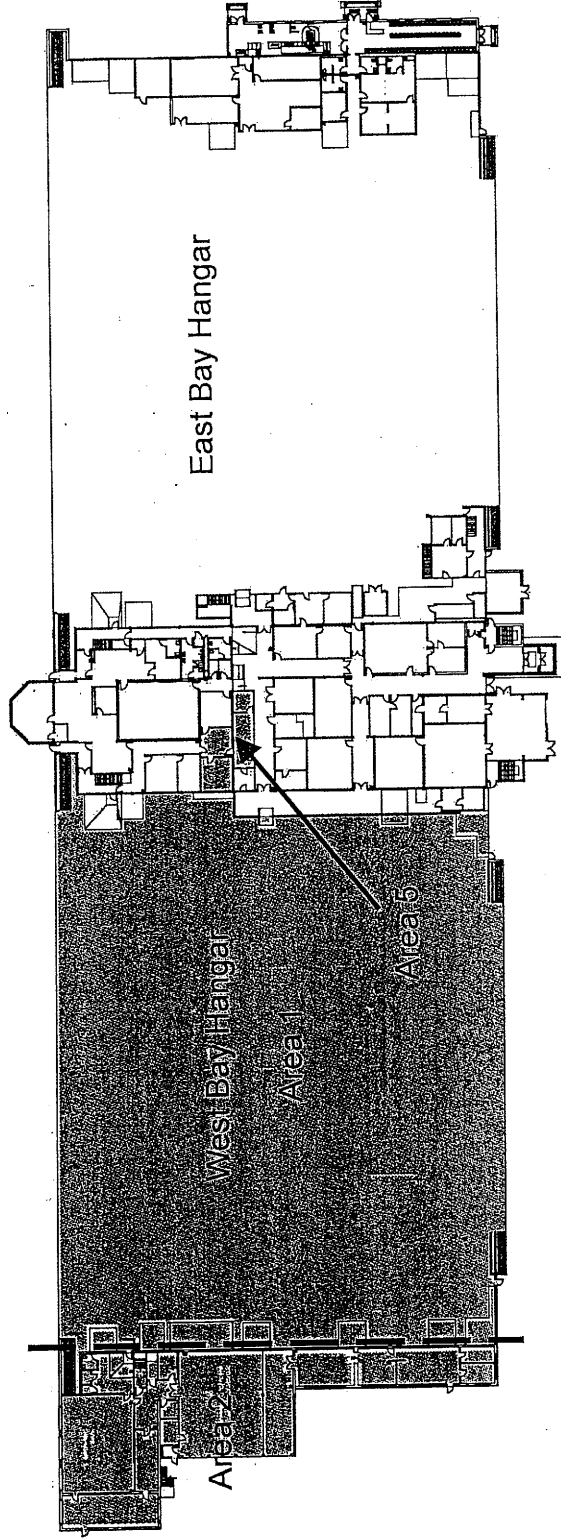
k. Time is of the Essence. The parties agree that time is of the essence in performance of the Agreement. Any time the Agreement references a number of days for any action, it shall be calendar days, not business days.

l. Relationship of Parties. Tenant shall never at any time during the term of the Agreement become the agent of Landlord, and Landlord shall not be responsible for the acts or omissions of Tenant or Tenant's agents. Nothing in the Agreement shall be deemed or construed to create the relationship of principal and agent or of partnership or of joint venture or of any association between the parties other than the relationship of landlord and tenant.

m. Attorneys' Rents. It is understood and agreed between the parties hereto that in the event of any litigation between the parties, the prevailing party shall be entitled to recover reasonable attorneys' Rents and court costs from the losing party.

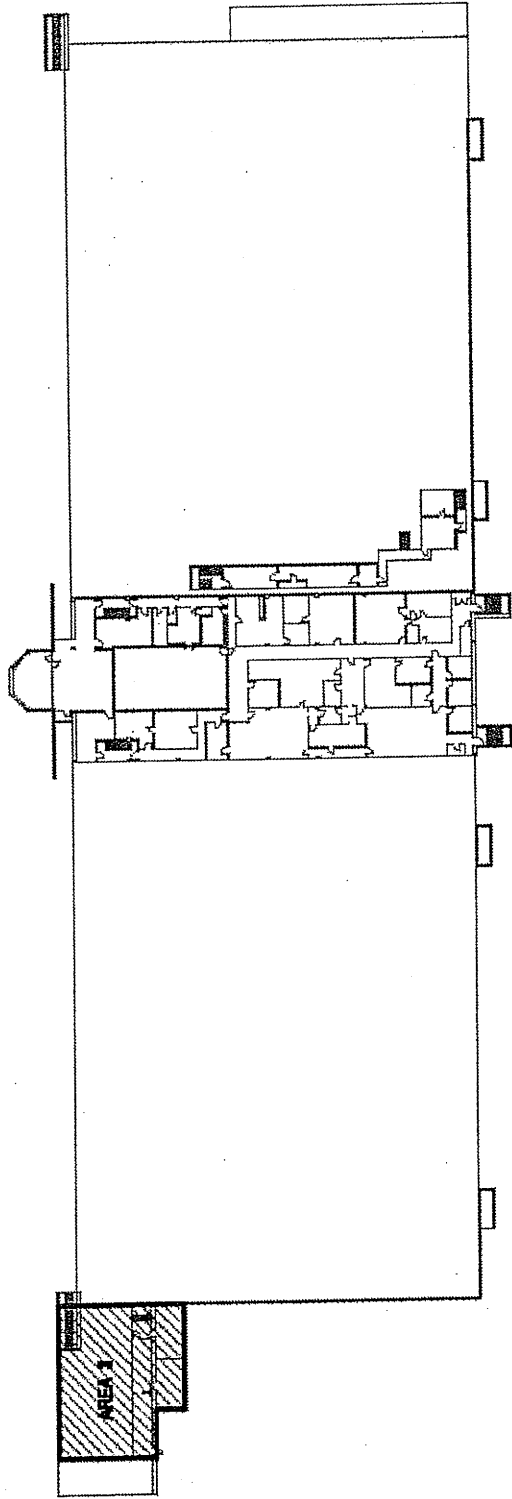
n. Material Breach. The failure of Tenant to comply with any Terms or Conditions of the Agreement, or of this Exhibit "A" to Agreement, shall be considered a material breach of the Agreement.

EXHIBIT "B" – LEASED AREAS



BUILDING 100
FIRST FLOOR PLAN

EXHIBIT B-1

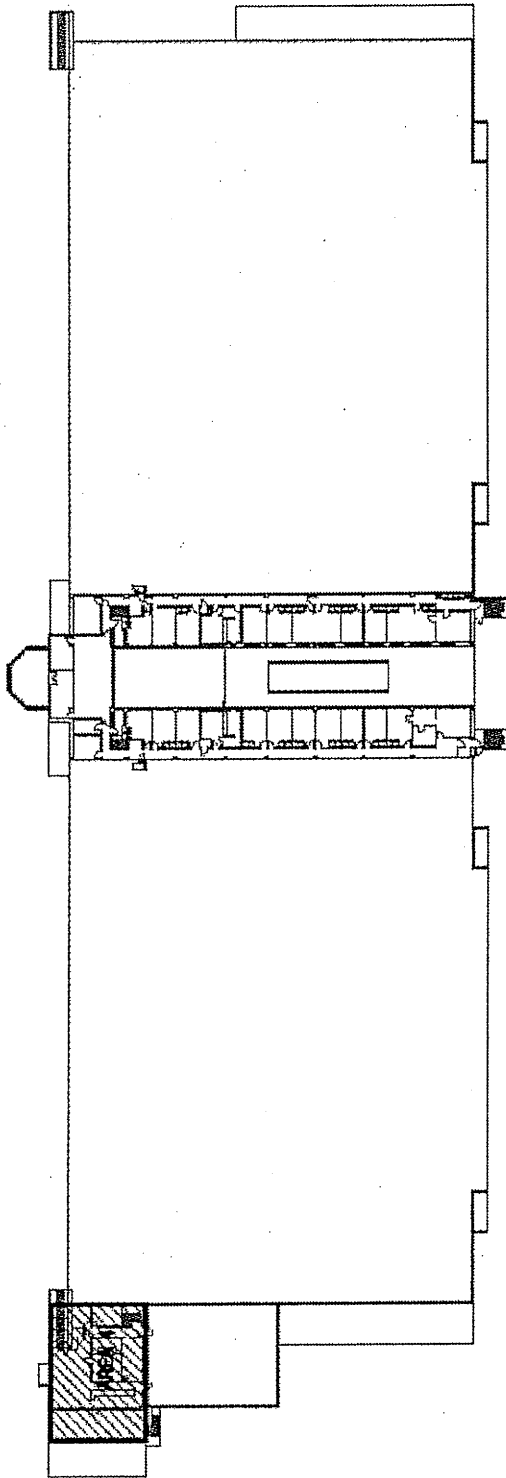


BUILDING 100
SECOND FLOOR PLAN



EXHIBIT B-2
MAY 2008

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BUILDING 100
THIRD FLOOR PLAN



EXHIBIT B-3
PER DWG 2003

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