



# ONEIDA COUNTY BOARD OF LEGISLATORS

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

## ADDITIONAL COMMUNICATIONS FOR DISTRIBUTION April 14, 2010

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

<u>FILE NO.</u>	<u>COMMITTEE</u>	<u>PAGES</u>
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Gerald J. Fiorini  
Chairman  
(315) 798-5900

Mikale Billard  
Clerk  
(315) 798-5901

David J. Wood  
Majority Leader

Patricia A. Hudak  
Minority Leader





**Oneida County Department of Planning**  
Boehlert Center at Union Station, 321 Main Street, Utica, NY 13501

December 15, 2009

FN 20 10 - 211

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

**ECONOMIC DEVELOPMENT  
& TOURISM**

ONEIDA COUNTY LEGISLATURE  
2010 APR 14 AM 10:48

Dear County Executive Picente:

**WAYS & MEANS**

In April 2005, Oneida County joined the Central New York Regional Transportation Authority (CNYRTA), which ultimately assumed all operations of the Utica Transit Authority (UTA) and the Rome VIP Transportation.

As required by state law, an annual local match to the State Transportation Operating Assistance in the amount of \$515,153.80 is paid to CNYRTA by the county. The county entered into five year agreements with the cities of Rome and Utica, and the towns of New Hartford, Whitestown and Kirkland to reimburse the county for the local match based on the historic local share each had previously paid for many years. These agreements were negotiated under the previous administration under the premise of holding the municipalities harmless from any additional cost while maintaining the existing transit service.

Centro of Oneida has done an outstanding job by upgrading the fleet of buses and increasing the ridership at no additional cost to the municipalities. All have benefited greatly by the Centro takeover of the two transit systems which were in financial trouble and in danger of going out of business.

On December 31, 2009, the current five year agreements between the municipalities and the county for local share reimbursements to the county are set to expire.

I propose that the municipalities continue to pay their current local contribution to the county for another five years. These are the amounts each municipality would be paying now had they continued under the previous transit operations. The hold harmless approach agreed to five years ago is still valid and its continuation for another five years will result in continued public transit service for all at no significant additional cost for a total of ten years.

Attached is the new five year agreement for the Town of Whitestown in the annual amount of \$25,000. for each of the years from 2010 through 2014, for consideration by the Board of Legislators

If you have any questions, I would be happy to meet with you to discuss the agreement.

Sincerely,

*John R. Kent Jr.*  
John R. Kent, Jr.  
Commissioner

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

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

Date 10/23/09

# TOWN OF WHITESTOWN

8539 Clark Mills Rd. • Whitesboro, N.Y. 13492-1310

www.whitestown.net

*Supervisor*

**Charles Gibbs II**

*Councilmen*

**William Copperwheat, Jr.**

**Daniel P. Sullivan**

**Kevin Barry, Jr.**

**Michael Ciancaglini**



TOWN HALL  
SETTLED JUNE 5, 1784

*Town Clerk*

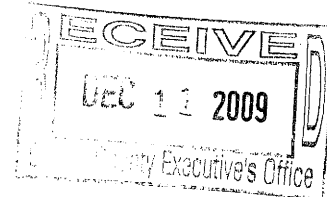
**Mary E. Finegan**

*Town Attorney*

**William P. Schmitt**

*Superintendent of Highways*

**Sal Granato Jr.**



December 8, 2009

Office of County Executive  
Attention: Judi  
800 Park Ave  
Utica NY 13501

Dear Judi:

Enclosed please find three signed copies of an inter-municipal agreement between the Town of Whitestown and County of Oneida for bus transportation within the town through CNYRTA. Please note that the second page has been amended to reflect the exact language for payment as the previous agreement.

Should you have any concerns please feel free to contact my office at 736-4255.

Sincerely,

Charles R Gibbs II  
Town Supervisor

## INTERMUNICIPAL AGREEMENT

This agreement made this <sup>2<sup>ND</sup></sup> day of *December*, 2009, by and between the **County of Oneida**, a municipal corporation with offices at 800 Park Avenue, Utica, New York, 13501, hereinafter referred to as "**County**" and the **Town of Whitestown**, a municipal corporation with offices at Whitestown Town Hall, 8 Park Avenue, Whitesboro, New York, 13492, hereinafter referred to as "**Town**".

### WITNESSETH

WHEREAS, it is the intention of the County and the Town to continue to provide affordable bus transportation to its citizens by means of the County joining the Central New York Regional Transportation Authority, hereinafter "CNYRTA", and

WHEREAS, there are certain monies required to be paid to CNYRTA as a local match to State and Federal Operating Funds for its transit operations, and

WHEREAS, the Town wishes to enter into an agreement with the County as to the payment of such local share so that bus transportation in and for the Town remains in place, and

WHEREAS, the County is the municipal entity permitted to join the CNYRTA system pursuant to the "Central New York Regional Transportation Act",

NOW THEREFORE, in consideration of the mutual promises made herein, the County and the Town agree as follows:

1. The Town agrees to pay over to the County the sum of Twenty Five Thousand and 00/100 Dollars (\$25,000.00) each year for the years 2010, 2011, 2012, 2013 and 2014. This sum shall represent and be in payment of the equivalent of the Town's percentage of the local funding match to the State and Federal Operating Funding allowed for the operation of CNYRTA and required to be paid to NYCRTA by the County.
2. After receipt of such funds by the County, the County agrees to deposit such funds and pay over to CNYRTA, on behalf of the Town of Whitestown, the sum of Twenty Five Thousand and 00/100 Dollars (\$25,000.00) each year for the years 2010, 2011, 2012, 2013 and 2014.
3. The monies paid over by the Town to the County and subsequently paid over by the County to CNYRTA, pursuant to this agreement, shall be for the continued provision of bus transportation services to the citizens of the Town of Whitestown.
4. The term of this agreement shall be from January 1, 2010 until December 31, 2014, unless otherwise agreed to by the parties in writing.

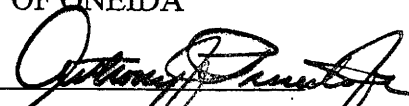
5. The Town agrees to make such payment to the County in equal installments on the following dates: January 15<sup>th</sup>, April 15<sup>th</sup>, July 15<sup>th</sup> and October 15<sup>th</sup> of each year of the agreement. This installment payment schedule will go into effect upon notice to the Town by the County that the first payment is due hereunder.
6. The parties hereto shall agree to revise the annual funding level for said municipality in the event that a significant reduction in service occurs during the contract term which expires on December 31, 2014 or to relieve any funding obligation incurred pursuant to this agreement if transit service is discontinued in said municipality for any reason during the contract term herein.

IN WITNESS WHEREOF, the County and the Town have, through their designated representatives, signed this agreement on the day and year first above written.

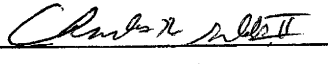
COUNTY OF ONEIDA

TOWN OF WHITESTOWN


By: \_\_\_\_\_

  
Anthony J. Picente, Jr.  
Oneida County Executive

By: \_\_\_\_\_

  
Charles R. Gibbs, II  
Town Supervisor

Approved as to form only

  
\_\_\_\_\_  
Oneida County Attorney's Office

## Oneida County Board of Legislators Contract Summary

**Name of Proposing Organization:** Town of Whitestown

**Title of Activity or Service:** This agreement is between Oneida County of the Town of Whitestown with the intension to provide affordable bus transportation to its citizens by the means of scheduled payments over the next five years to the County and the County subsequently paying Central New York Regional Transportation Authority (CNYRTA) as the local match to State and Federal Operating Funds for its transit operations to continue the bus transportation for the Town of Whitestown.

**Proposed Dates of Operations:** Effective upon acceptance and signature of County Executive through December 31, 2014.

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

### SUMMARY STATEMENTS

#### 1) Narrative Description of Proposed Services:

- a. The Town agrees to pay over to the County the sum of Twenty Five Thousand and 00/100 Dollars (\$25,000.00) each year for the years 2010, 2011, 2012, 2013 and 2014. This sum shall represent and be in payment of the equivalent of the Town's percentage of the local funding match to the State and Federal Operating Funding allowed for the operation of CNYRTA and required to be paid to NYCRTA by the County.
- b. After receipt of such funds by the County, the County agrees to deposit such funds and pay over to CNYRTA, on behalf of the Town of Whitestown, the sum of Twenty Five Thousand and 00/100 Dollars (\$25,000.00) each year for the years 2010, 2011, 2012, 2013 and 2014.
- c. The monies paid over by the Town to the County and subsequently paid over by the County to CNYRTA, pursuant to this agreement, shall be for the continued provision of bus transportation services to the citizens of the Town of Whitestown.
- d. The term of this agreement shall be from January 1, 2010 until December 31, 2014, unless otherwise agreed to by the parties in writing.
- e. The Town agrees to make such payment to the County in equal installments on the following dates: January 15<sup>th</sup>, April 15<sup>th</sup>, July 15<sup>th</sup>, and October 15<sup>th</sup> of each year of the agreement. This installment payment schedule will go into effect upon notice to the Town by the County that the first payment is due hereunder.

- f. The parties hereto shall agree to revise the annual funding level for said municipality in the event that a significant reduction in service occurs during the contract term which expires on December 31, 2014 or to relieve any funding obligation incurred pursuant to this agreement if transit service is discontinued in said municipality for any reason during the contract term herein.

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

**3) Program Design and Staffing Level** N/A

**Total Funding Requested:** None

**Oneida County Funding Recommendation:** N/A

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

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

**Past Performance Served:** N/A

**O.C. Department Staff Comments:** None