



ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
(315) 798-5900

Susan L. Crabtree
Clerk
(315) 798-5901

David J. Wood
Majority Leader

Michael J. Hennessy
Minority Leader

COMMUNICATIONS FOR DISTRIBUTION JULY 15, 2009 (Correspondence relating to upcoming legislation, appointments, petitions, etc)

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ONEIDA COUNTY BOARD OF LEGISLATORS

Richard A. Flisnik ♦ 6669 Fox Rd. ♦ Marcy, NY 13403 ♦ 865-8707

JN2009-300

June 22, 2009

READ & FILED

Honorable Linda Dillon
Oneida County Attorney
800 Park Avenue
Utica, New York 13501

Dear Ms. Dillon:

This letter is to inform you that I own an apartment house at 14 Hoffman Place, Whitesboro. I will be receiving rent payments from Oneida County Department of Social Services on behalf of tenant Bruce Barnard. Mr. Barnard lives at 14a Hoffman Place, Whitesboro, New York.

If you have any questions please feel free to call me.

Sincerely,

A handwritten signature in cursive script that reads "Rick Flisnik".

Rick Flisnik
Oneida County Legislator
8th District

cc: Susan Crabtree – Clerk of the Board ✓

2.



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Minority Leader

Jul 2009-301

June 29, 2009

FARMLAND PROTECTION BOARD

Brymer Humphreys, Chair
Agricultural and Farmland Protection Board
8661 Tibbits Road
New Hartford, NY 13413

RE: Eight Year Review – Former Agricultural District No. 21, (which included Towns of Camden, Annsville and Vienna) Now “Consolidated” Agricultural District No. 1, Towns of Annsville, Camden, Florence, and Vienna.

Dear Mr. Humphreys:

This office is in receipt of a request for an eight-year county evaluation of the above referenced Agricultural District No. 21. With the consolidation plan that was approved by the Oneida County Farmland Protection Board, District No. 21 **has been renamed Agricultural District No. 1**, to now include the towns of Annsville, Camden, Florence and Vienna.

A docket sheet has been prepared with correspondence attached for review by your committee. Maps and other necessary will be provided by the County Planning Department.

Upon completion of review by your committee, please return the docket to this office together with the committee's report and recommendations.

Sincerely,

SUSAN L. CRABTREE
CLERK OF THE BOARD

SLC:pp

Cc: FPB Members

RECEIVED
ONEIDA COUNTY LEGISLATURE
2009 JUN 30 PM 3:19



STATE OF NEW YORK
DEPARTMENT OF AGRICULTURE AND MARKETS
10B AIRLINE DRIVE
ALBANY, NEW YORK 12235

Division of Agricultural Protection
And Development Services
518.457.2713
Fax: 518.457.2716

December 8, 2008

Susan L. Crabtree, Clerk
Oneida County Board of Legislators
County Office Building
800 Park Avenue
Utica, New York 13501

Dear Ms. Crabtree:

September 28, 2009 will mark the anniversary of Oneida County Agricultural District No. 21 first formed on September 29, 1977.

Consistent with the requirements of the Agriculture and Markets Law, your legislative body must cause a review of the District to be conducted. This letter serves as a notice to initiate the review and generally defines the review process and time frame.

The review is designed to gauge the District's effect on local government policies concerning community development, environmental protection and preservation of the agricultural economy. The review must also consider how District farms and farm acres have furthered the purposes for which it was originally established, the extent to which it has achieved its original objectives and its degree of consistency with community economic and land use conditions.

The review procedure is detailed in the enclosed copy of the Agricultural Districts Law (Article 25AA) and in the companion Agricultural District Law: A Current Summary memorandum.

If I can be of any assistance during the district review or if you have any questions regarding the Agricultural Districts Program, please let me know.

Sincerely,

Ronald J. Mead

Agricultural Districts Program Manager

cc: Chair, AFPB
County Planning Department
County Cooperative Extension
Enc: Article 25AA
Agricultural District Review Memorandum

MEMORANDUM

To: Chair, Agricultural and Farmland Protection Board (AFPB)
County Planning Department
County Cornell Cooperative Extension
From: Ron Mead, Agricultural Districts Program Manager
Date: December 8,, 2008

Subject: Oneida County Agricultural District No. 21 Eight-Year Review
--

September 28, 2009, will mark the anniversary of Oneida County Agricultural District No. 21 first formed on September 29, 1977.

Consistent with the requirements of the Agriculture and Markets Law (AML), the County legislative body must cause a review of the District to be conducted. This memorandum serves to alert you that the review process should be initiated and to provide several aids, which may benefit your respective review roles.

The enclosed **Agricultural District Review Worksheet** (RA-113) is enclosed to assist the County in determining the significance and viability of agriculture within the review district. While AML §303-a was amended eliminating data collection, it is essential that the **Worksheet** be completed by all agricultural landowners in the District, and in areas proposed to be added as a result of the review process to determine district viability.

Also enclosed is a map identifying the state certified boundaries of the district as adopted by your County legislative body. The map has been provided through the facilities at IRIS, 302 Rice Hall, Cornell University, Ithaca, New York 14853-5601. Should the eight-year review process result in District modification, the change must be shown on a revised mylar or may be submitted digitally after contacting Cornell IRIS at (607) 255-6529 for further guidance. A copy of **Agricultural Districts Mapping Program, Mapping Checklist**, prepared by IRIS, is enclosed. The **Mapping Checklist** should serve as a guide to map preparation and filing.

Please be reminded that the Commissioner will not recertify an agricultural district until a map is filed with IRIS.

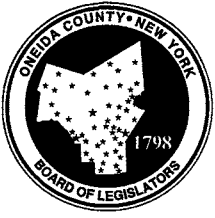
Also enclosed is a memorandum, **Agricultural Districts Law: A Current Summary**, which details the required review process and the subject areas to be addressed in the report of the AFPB.

Finally, this mailing includes a copy of the **Environmental Assessment Form** which must be completed and forwarded to us with the review documentation.

If you have any questions or if I can be of any assistance during the review you may contact me at (518) 457-2713.

Enc: Map	
Review Worksheet (RA-113)	Ag. District Law: A Current Summary
Review Profile (RA-114)	Mapping Checklist
Environmental Assessment Form	Time Frame for District Reviews (Flow Chart)

5.



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Susan L. Crabtree
Clerk
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David J. Wood
Majority Leader

Michael J. Hennessy
Minority Leader

June 26, 2009

7/1/2009-302

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

READ & FILED

Honorable Members:

As a result of the resignation of Daniel LaBella in the 26th District, and the appointment of Peter A. Caruso as his replacement, changes have been made to the Standing Committees which are attached.

These changes are effective immediately.

Respectfully submitted,

GERALD J. FIORINI
CHAIRMAN OF THE BOARD

RECEIVED
ONEIDA COUNTY LEGISLATURE
2009 JUN 26 PM 12:16



ONEIDA COUNTY BOARD OF LEGISLATORS

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

STANDING COMMITTEES 2008-2009

6/26/09

AIRPORT (Oversees Airport Operations at County Airport and Griffiss)

GEORGE JOSEPH, CHAIR
DAVE WOOD, VICE CHAIR
FRANK TALLARINO, VICE CHAIR
Michael D. Damsky
James M. D'Onofrio
Michael B. Waterman
Joseph M. Furgol
Edward C. Stephenson
Martin J. Kernan

ECONOMIC DEVELOPMENT & TOURISM
(Includes industrial, economic and related tourism Promotion and development, Union Station, Planning Department and related programs)

MICHAEL D. DAMSKY, CHAIR
EMIL R. PAPARELLA, VICE CHAIR
PATRICIA A. HUDAK, VICE CHAIR
Stephen Roefaro
Les Porter
James M. D'Onofrio
George Joseph
William B. Goodman
Edward C. Stephenson
*Peter Caruso
Rose Ann Convertino

COURTS, LAWS & RULES (Includes all Courts Jurors, Department of Law, Rules of the Board of Legislators, County Charter and Administrative Code)

STEPHEN ROEFARO, CHAIR
BRIAN MILLER, VICE CHAIR
*MARTIN KERNAN, VICE CHAIR
Emil R. Paparella
Michael B. Waterman
David K. Wilcox
*Peter Caruso
Larry Tanoury, Jr.
Shannon L. Scott

EDUCATION, YOUTH & AGRICULTURE
(Includes MVCC, youth programs, Cornell Cooperative Extension, Workforce Development)

EDWARD P. WELSH, CHAIR
BRIAN D. MILLER, VICE CHAIR
MICHAEL J. CLANCY, VICE CHAIR
Brian P. Mandryck
Stephen Roefaro
Richard A. Flisnik
Larry Tanoury, Jr.
Chad Davis
Shannon L. Scott

HUMAN RESOURCES (Includes Department of Social Services, Veterans' Affairs)

EMIL R. PAPARELLA, CHAIR
LES PORTER, VICE CHAIR
FRANK PUMA, VICE CHAIR
Norman Leach
Stephen Roefaro
Brian P. Mandryck
Rose Ann Convertino
Larry Tanoury, Jr.
Chad Davis

6/26/09

INTERNAL AFFAIRS (Personnel, County Clerk, Board of Elections, Audit & Control, Finance Department, and all other county Departments not specifically covered by Another committee)

MICHAEL B. WATERMAN, CHAIR
EDWARD P. WELSH, VICE CHAIR
ROSE ANN CONVERTINO, VICE CHAIR
Les Porter
Norman Leach
Brian D. Miller
Michael J. Hennessy
Frank D. Tallarino
Martin J. Kernan

PUBLIC SAFETY (Includes District Attorney, Sheriff, Law Enforcement Building, Probation, Public Defenders, 911, STOP DWI, Traffic Safety, and related services)

RICHARD A. FLISNIK, CHAIR
BRIAN D. MILLER, VICE CHAIR
EDWARD C. STEPHENSON, VICE CHAIR
Michael B. Waterman
Norman Leach
David K. Wilcox
Joseph M. Furgol
*Peter Caruso
Michael J. Clancy

WAYS & MEANS (Acquisition & Contract, Salaries, Budget)

LES PORTER, CHAIR
*DAVID J. WOOD, VICE CHAIR
PATRICIA A. HUDAK, VICE CHAIR
Michael D. Damsky
James M. D'Onofrio
Emil R. Paparella
George Joseph
William B. Goodman
Michael J. Hennessy
Rose Ann Convertino
Edward P. Stephenson

PUBLIC HEALTH (Health Department, Mental Health Department, Office for the Aging, Coroners, environmental concerns)

DAVID K. WILCOX, CHAIR
EDWARD P. WELSH, VICE CHAIR
PATRICIA A. HUDAK, VICE CHAIR
Emil R. Paparella
Brian P. Mandryck
Stephen Roefaro
Frank Puma
Chad Davis
Michael J. Hennessy

PUBLIC WORKS (Department of Public Works, County Lands, Water Quality & Water Pollution Control, soil conservation)

BRIAN D. MILLER, CHAIR
GEORGE JOSEPH, VICE CHAIR
FRANK D. TALLARINO, VICE CHAIR
Michael B. Waterman
Edward P. Welsh
David J. Wood
Richard A. Flisnik
Edward C. Stephenson
Martin J. Kernan
Michael J. Clancy
Chad Davis

WORKERS' COMPENSATION (Oversees operation of Workers' Compensation Program)

NORMAN LEACH, CHAIR
LES PORTER, VICE CHAIR
FRANK PUMA, VICE CHAIR
Brian P. Mandryck
Richard A. Flisnik
Edward P. Welsh
William B. Goodman
Joseph M. Furgol
Chad Davis
Shannon L. Scott

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

June 12, 2009

7N2009-303

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

AIRPORT

WAYS & MEANS

Re:

- Contract H0528099 – C&S Engineers, Inc. – Construction Observation & Administration, T-Hangar Development/Airfield Buildings Renovation/Fuel Facility projects
- FAA AIP No. 3-36-0119-09-05
- Board resolutions 2005-48, 2005-276, 2006-22
- Capital Account H-339

Dear Mr. Picente,

The Department of Aviation is in the process of closing-out the referenced Federal Aviation Administration (FAA) Grant awarded to the County in 2005, and receiving the FAA's final reimbursement to the County. In doing so, it has come to our attention that the documentation for this Grant is incomplete. Specifically, on October 3, 2006, the Comptroller's Office received a Memo from the Engineering Division of the Department of Public Works increasing the encumbrance of the Contract with C&S Engineers, Inc., by \$16,383 for additional engineering services. Subsequently, this amount was also paid to C&S Engineers, Inc., for the performance of the work. However, there is no record of a Supplemental Agreement to the Contract with C&S Engineers, Inc., having been submitted, reviewed and approved by Acquisition and Contract, and the Board. This oversight has been brought to the attention of and reviewed by the Comptroller's Office.

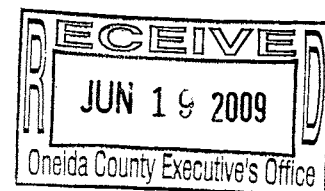
In order that the County can be reimbursed for 95% of this cost by the FAA, it is requested that the enclosed "Supplemental Consultant Agreement No. 1" be submitted for approval to the Board of Legislators.

W. Vernon Gray III
W. Vernon Gray, III
Commissioner of Aviation

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

Anthony J. Picente, Jr.
Anthony J. Picente, Jr.
County Executive
Date 6/23/09

2009 JUN 30 AM 10:10
RECEIVED
ONEIDA COUNTY LEGISLATURE



9.

Oneida County Department: Aviation

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators Contract Summary

Name of Proposing Organization: C&S Engineers, Inc.

Title of Activity or Service: **Consultant**

Client Population/Number to be Served: N/A

Summary Statements:

1) Narrative Description of Proposed Services:

Amended contract for additional services to contract approved. Board resolution #276 of 2005 (\$443,796.00)

2) Program/Service Objectives and Outcomes:

Redevelopment of Griffiss Airfield for aviation and economic development purposes.

3) Program Design and Staffing Level:

N/A

Total Funding Requested: **\$16,683.00**

Oneida County Department Funding Recommendation: **\$ 16,683.00**

Account # **H-339**

Proposed Funding Source: Federal \$15,848.85 State \$417.07 County \$417.08

Cost Per Client Served: N/A

Past Performance Data: N/A

Oneida County Department Staff Comments:

COPY

SUPPLEMENTAL CONSULTANT AGREEMENT NO. 1

**PROJECT: Griffiss Airfield
Airfield Building CA/CI Services**

**FAA AIP No. 3-36-0119-09-05
NYSDOT Project No. 2905.10**

This Supplemental Agreement made this 17th day of January 2008, by and between the County of Oneida (hereinafter referred to as the "SPONSOR"), and C&S Engineers, Inc., (hereinafter referred to as the "CONSULTANT").

WITNESSETH: Whereas the SPONSOR and the CONSULTANT have entered into a Cost Plus Fixed Fee Consultant Agreement for Engineering Services dated 2007 for the undertaking of the above titled project, the SPONSOR and the CONSULTANT agree to amend said Agreement with this Supplemental Consultant Agreement No. 1 in accordance with the following amendments:

AMENDMENT NO. 1: Schedule A-2 attached hereto, is added and made part of the Agreement.

AMENDMENT NO. 2: The parties hereto agree that the amount of Fixed Fee stated in Article 2. Provision for Payment is \$2,176.00.

AMENDMENT NO. 3: The parties hereto agree that the maximum amount payable under this agreement including profit is \$16,683.00

AMENDMENT NO. 4: Schedule B-2 attached hereto, is added and made part of the Agreement.

Except as amended herein the aforementioned Consultant Agreement and all terms and conditions contained therein between the SPONSOR and CONSULTANT shall remain in full force and effect.

IN WITNESS WHEREOF, this Supplemental Consultant Agreement has been executed by the SPONSOR, acting by and through the County Executive, who has caused the seal of his or her office to be affixed hereto, and by the CONSULTANT, acting by and through a duly-authorized officer, effective the day and year first above-written, subject to the approval of the Commissioner of the NYSDOT, the State Comptroller, and the FAA.

SPONSOR

CONSULTANT

ONEIDA COUNTY

C&S ENGINEERS, INC.

Title: _____
Anthony J. Picente

By: _____
Jeffrey D. Palin, PE

Title: County Executive

Title: Service Group Manager

Date: _____

Date: 3/3/09

SCHEDULE A-2

**PROJECT DESCRIPTION: Griffiss Airfield
Airfield Building CA/CI Services**

The CONSULTANT agrees that the following types of professional services will be provided within the scope of Schedule "B-2". This agreement provides for the additional construction administration/observation time required due to contract extension caused by weather delays and material delivery availability:

30 BAY T-HANGAR, BUILDING 47, FUEL FARM

1. Field:
 - Onsite Construction Observation
 - Resident Engineer – 14 days @ 8 hours/day

2. Office – Construction Management
 - Construction Manager – 14 days @ 2 hour/day

END OF SCHEDULE



ENGINEERS
DESIGN BUILD
TECHNICAL RESOURCES
OPERATIONS

ARCHITECTURAL/ENGINEERING COST SUMMARY SCHEDULE "B" INSPECTION PHASE

PROJECT NAME: Griffiss Airfiled Buildings CA/CI
 PROJ DESCRIPTION Airfield Building 150 Demo, Building 220 Doors, 100 Roof
 CLIENT: Oneida County
 CLIENT MANAGER: Bill Applebee, PE

DATE: 01-Apr-09
 A/E: C & S ENGINEERS, INC.
 PROJECT NO: 146.054.010
 C&S CONTACT: Palin

I. DIRECT SALARY COSTS:

TITLE	MAXIMUM RATE OF PAY (\$/HR)	AVERAGE RATE OF PAY (\$/HR)	@	HOURS	COST
A. SERVICE GROUP MANAGER	\$59.40	\$57.80	X	0	\$0.00
B. MANAGING ENGINEER	\$55.20	\$42.70	X		\$0.00
C. SENIOR PROJECT ENGINEER	\$42.40	\$35.80	X	0	\$0.00
D. PROJECT ENGINEER	\$37.50	\$31.20	X		\$0.00
E. ENGINEER	\$27.90	\$25.60	X		\$0.00
F. STAFF ENGINEER	\$25.50	\$24.00	X	0	\$0.00
G. SENIOR DESIGNER	\$30.30	\$28.70	X	0	\$0.00
H. DESIGNER	\$24.30	\$21.50	X	0	\$0.00
I. CADD DESIGNER	\$22.70	\$19.50	X	0	\$0.00
J. CADD OPERATOR	\$22.10	\$19.20	X		\$0.00
K. TECHNICAL TYPIST	\$23.40	\$21.00	X	16	\$336.00
L. GRANTS ADMINISTRATOR	\$26.70	\$25.40	X		\$0.00
M. MANAGER AIRPORT PLANNING	\$41.40	\$39.40	X	0	\$0.00
N. SENIOR PLANNER	\$33.10	\$30.90	X	0	\$0.00
O. PLANNER	\$30.90	\$27.20	X	0	\$0.00
P. STAFF PLANNER	\$21.00	\$19.80	X	0	\$0.00
Q. PROJECT ARCHITECT	\$34.80	\$32.80	X		\$0.00
R. STAFF ARCHITECT	\$24.50	\$23.30	X	0	\$0.00
S. SENIOR PROJ GEOLOGIST (SOILS ENG)	\$41.90	\$40.80	X	0	\$0.00
T. GEOLOGIST	\$29.10	\$22.10	X	0	\$0.00
U. SENIOR PROJECT SCIENTIST	\$41.80	\$39.80	X	0	\$0.00
V. ENVIRONMENTAL SCIENTIST	\$26.90	\$25.20	X	0	\$0.00
W. ENVIRONMENTAL ANALYST	\$23.20	\$20.50	X	0	\$0.00
X. SENIOR CONSTRUCTION SUPERVISOR	\$53.60	\$46.60	X	28	\$1,305.00
Y. RESIDENT ENGINEER	\$37.50	\$34.20	X	112	\$3,830.00
Z. CHIEF INSPECTOR	\$32.00	\$28.90	X	0	\$0.00
AA. SENIOR INSPECTOR	\$30.90	\$27.70	X	0	\$0.00
BB. INSPECTOR	\$30.30	\$26.50	X	0	\$0.00
CC. JUNIOR INSPECTOR	\$18.80	\$17.60	X	0	\$0.00
DD. CONST RECORDS SPECIALIST	\$23.30	\$22.60	X	0	\$0.00
EE. PARTY CHIEF	\$42.00	\$40.00	X	0	\$0.00
FF. INSTRUMENT MAN	\$39.10	\$37.20	X	0	\$0.00
GG. RODMAN	\$39.10	\$37.20	X	0	\$0.00

TOTAL ESTIMATED DIRECT SALARY COST: \$5,471.00

II. OVERHEAD EXPENSES & PAYROLL BURDEN PER SCHEDULE "C" -
 (AUDITABLE, ESTIMATED AND EXPRESSED AS A PERCENTAGE
 OF DIRECT SALARY COST):

155.00% \$8,480.00

III. SUBTOTAL OF ITEMS I & II:

\$13,951.00

13.

IV. ESTIMATE OF DIRECT EXPENSES:

A.	TRAVEL, BY AUTO:						
		7 TRIPS @	120 MILES/TRIP @	\$0.445	=	\$373.80	
B.	TRAVEL, ON SITE, BY AUTO:						
		7 DAYS @	20 MILES/DAY @	\$0.445	=	\$62.30	
C.	TRAVEL, BY AIR:						
		0 TRIPS @	0 PERSONS @	\$0.00	=	\$0.00	
D.	PER DIEM:						
		0 DAYS @	0 PERSONS @	\$91.00	=	\$0.00	
E.	CELL PHONE:						
			0 MONTHS @	\$200.00	=	\$0.00	
F.	MISCELLANEOUS:				=	<u>\$120.00</u>	

TOTAL ESTIMATE OF DIRECT EXPENSES: \$556.10

V. FIXED FEE (PROFIT, LUMP SUM):

A.	LABOR PLUS OVERHEAD:	15%	(OF III.)	\$2,093.00
B.	DIRECT EXPENSES:	15%	(OF IV.)	<u>\$83.00</u>

TOTAL FIXED FEE: \$2,176.00

VI. SUBCONTRACTS:

A.	ESTIMATE OF CUT & FILL SURVEYS:					\$0.00
B.	ESTIMATE OF CONSTRUCTION TESTING SERVICES:					
1	ASPHALT TECHNICIAN (PLANT):	0	DAYS @	\$500.00	=	\$0.00
2	SOILS/CONCRETE TECHNICIAN:	0	DAYS @	\$450.00	=	\$0.00
3	ADDITIONAL PAVEMENT CORES:	0	EACH @	\$50.00	=	\$0.00
4	TRIP CHARGE:	0	EACH @	\$60.00	=	\$0.00
5	MECHANICAL ANALYSIS:	0	EACH @	\$35.00	=	\$0.00
6	HYDROMETER ANALYSIS:	0	EACH @	\$60.00	=	\$0.00
7	ATTERBERG LIMITS:	0	EACH @	\$55.00	=	\$0.00
8	LABORATORY PROCTORS:	0	EACH @	\$100.00	=	\$0.00
9	CONCRETE COMPRESSIVE STRENGTH:	0	EACH @	\$6.00	=	\$0.00
10	CONCRETE FLEXURAL STRENGTH:	0	EACH @	\$6.00	=	\$0.00
11	TOPSOIL (pH):	0	EACH @	\$15.00	=	\$0.00
12	LA ABRASION:	0	EACH @	\$180.00	=	\$0.00
13	MAGNESIUM SULFATE SOUNDNESS:	0	EACH @	\$185.00	=	\$0.00
14	NATURAL MOISTURE CONTENT:	0	EACH @	\$6.00	=	\$0.00

TOTAL ESTIMATED CONSTRUCTION TESTING SERVICES: \$0.00

VII. TOTALS:

A.	ESTIMATE OF MAXIMUM TOTAL COST FOR INSPECTION SERVICES, AGREEMENT TOTAL & FAA ELIGIBLE:	<u>\$16,683.10</u>
----	---	--------------------

14.

Oneida County Department of Public Works

ANTHONY J. PICENTE JR.
County Executive

JOHN J. WILLIAMS
Commissioner

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

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

RECEIVED
ONEIDA COUNTY LEGISLATURE
2009 JUN 30 AM 10:06

June 10, 2009

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

7/1/2009 - 304
**PUBLIC WORKS
WAYS & MEANS**

Dear County Executive Picente,

The Department of Public Works and the Town of New Hartford have agreed to work in partnership for the completion of a combined area drainage improvement project and culvert replacement project.

Structure C3-26 on Oxford Road (County Route 26A) in the Town of New Hartford has deteriorated to the point that replacement is necessary. This structure is also a key component of an area drainage improvement project sponsored by the Town of New Hartford. Concurrent design and construction of both projects is required to produce a functional end product.

The Town of New Hartford has agreed to prepare plans and specifications for both projects, be responsible for executing all contractual agreements, and providing construction administration services. Oneida County would be responsible only for the cost of replacing Structure C3-26 and associated work on Oxford Road within the County right-of-way. This would result in significant cost savings for Oneida County.

Enclosed is an inter-municipal agreement that would allow Oneida County to reimburse the Town of New Hartford \$134,250.00 for the above mentioned costs. This amount was determined by an open competitive bid in accordance with New York State General Municipal Law. If you concur, please forward the enclosed agreement to the Oneida County Board of Legislators for consideration.

Sincerely,

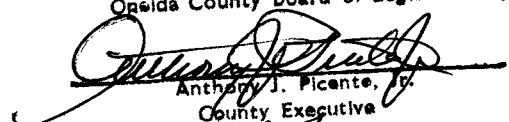
John J. Williams
Commissioner

By,



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

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



Anthony J. Picente, Jr.
County Executive
Date 6/28/09

Oneida County Board of Legislators Contract Summary

Name of Proposing Organization: **Town of New Hartford**
Title of Activity or Service: **Inter-Municipal Agreement**
Client Population/Number to be Served: **N/A**

Summary Statements:

1) Narrative Description of Proposed Services:

Inter-municipal agreement for reconstruction of Structure C3-26 on Oxford Road in the Town of New Hartford. The Town of New Hartford has agreed to prepare plans and specifications for both projects, be responsible for executing all contractual agreements, and providing construction administration services. Oneida County would be responsible only for the cost of replacing Structure C3-26 and associated work on Oxford Road within the County right-of-way. This would result in significant cost savings for Oneida County.

2) Program/Service Objectives and Outcomes:

Reconstruction of Structure C3-26

3) Program Design and Staffing Level:

N/A

Total Funding Requested: **\$134,250.00**

Oneida County Department Funding Recommendation: **\$134,250.00** Account # **H-374**

Proposed Funding Source: Federal _____ State _____ County **100%**

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

Past Performance Data: **N/A**

Oneida County Department Staff Comments

AGREEMENT

THIS AGREEMENT made and entered into this 6th day of May, 2009, by and between the TOWN OF NEW HARTFORD, a municipal corporation organized and existing under the laws of the State of New York with offices located at 48 Genesee Street, 2nd Floor, New Hartford, NY 13413, hereinafter referred to as "TOWN" and 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".

WITNESSETH

WHEREAS, in connection with, and as part of, the proposed Town of New Hartford – Oxford Road Area Drainage Improvements, hereinafter referred to as the "PROJECT," the TOWN proposes to replace a County owned culvert under Oxford Road, also known as County Route 26, within the County right of way. The replacement of the subject culvert is necessary to improve storm water flow within the stream corridor; and

WHEREAS, the TOWN wishes to enter into an agreement with the COUNTY for County reimbursement to the Town for 100% of the cost of replacing said culvert under Oxford Road within the County right of way; and

WHEREAS, to that end, the TOWN has subcontracted with Fred Burrows Trucking and Excavating, LLC, hereinafter referred to as "BURROWS," the low bidder on the subject PROJECT, to perform all of the work on the subject PROJECT, including the culvert work on Oxford Road within the aforementioned County right of way which culvert work is more specifically described on Schedule A-Base Bid, Phase II – OXFORD ROAD CULVERT, Payment Items 6-12 costing \$134,250. (Copy of Schedule A attached hereto as Exhibit 1.)

NOW, THEREFORE, for and in consideration of the promises and covenants hereinafter set forth, it is agreed between the parties hereto as follows:

1. The TOWN agrees to act as the Project Sponsor for the entire Oxford Road Area Drainage Improvements, designated the PROJECT, which includes the aforementioned culvert work on Oxford Road within the County right of way.
2. The TOWN, with the help, assistance and guidance of Shumaker Consulting, Engineering and Land Surveying, P.C., 430 Court St., Utica, N.Y., will be overseeing the work being performed by BURROWS on the PROJECT, including the culvert work on Oxford Road within the County right of way.
3. The COUNTY agrees that the TOWN shall be solely responsible for executing all contractual agreements required for the design, construction and inspection of this PROJECT with the understanding the COUNTY will

reimburse the TOWN for those construction costs incurred for culvert and associated work performed on Oxford Road within the County right of way in the amount of \$134,250.

4. The TOWN shall make funds available for 100% of the total PROJECT cost from its \$2 million stormwater bond initiative as approved by the Stormwater Management/Advisory Committee and recommended to the Town Board on January 27, 2009 and then seek reimbursement from the COUNTY for all construction work completed in accordance with Payment Items 6-12 in the sum of \$134,250, following properly receipted payment to BURROWS for such culvert work which is approved and undisputed by the TOWN and COUNTY.
5. The COUNTY agrees to reimburse the TOWN for 100% of the cost of replacing the culvert and associated work on Oxford Road within the County right of way in the amount of \$134,250 as set forth on Schedule A-Base Bid, Phase II – OXFORD ROAD CULVERT, Payment Items 6-12 inclusive (see attached Exhibit 1) upon presentment of paid receipts and County approval of the culvert work performed.
6. The TOWN agrees to be responsible for and indemnify and save the COUNTY harmless from all costs and expenses associated with the PROJECT, other than the construction costs described on Schedule A-Base Bid, Phase II, Payment Items 6-12 costing \$134,250. (See attached Exhibit 1.)
7. This Agreement, when signed by the respective parties, along with any additional resolutions required to fully execute the same, shall be binding upon the parties hereto and their respective successors and assigns.

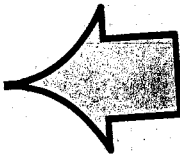
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their officers thereunto authorized, the day and year first above written.

Oneida County

Town of New Hartford

By: _____
Anthony J. Picente Jr.
County Executive

By: Earle C. Reed
Earle C. Reed
Town Supervisor



Approved as to Form:

Oneida County Attorney

EXHIBIT 1

Schedule A - Base Bid (Refer to Section 01026 - Measurement and Payment)

PAYMENT ITEM NO.	DESCRIPTION	UNITS	QTY.	UNIT PRICE	TOTAL PRICE
PHASE I - DOWNSTREAM IMPROVEMENTS					
1.	Mobilization and Installation of Temporary Erosion and Sediment Control Measures	LS	Job	N/A	<u>\$ 7,350.00</u> Figures <i>Seven Thousand Three Hundred Fifty Dollars</i> Words
2.	Tree Removal	LS	Job	N/A	<u>\$ 28,900.00</u> Figures <i>Twenty-Eight Thousand Nine Hundred Dollars</i> Words
3.	Excavation, Regrading, and Fill to Reprofile Stream and Stream Banks	LS	Job	N/A	<u>\$ 8,500.00</u> Figures <i>Eight Thousand Five Hundred Dollars</i> Words
4.	Provide and Install Rip-Rap Stabilization and Check Dams	LS	Job	N/A	<u>\$ 10,500.00</u> Figures <i>Ten Thousand Five Hundred Dollars</i> Words
5.	Provide and Install Topsoil, Seed, Mulch, and Plantings (includes erosion control on stabilized banks).	1	Job	N/A	<u>\$ 7,800.00</u> Figures <i>Seven Thousand Eight Hundred Dollars</i> Words
PHASE II - OXFORD ROAD CULVERT					
6.	Mobilization, Installation of Temporary Erosion and Sediment Control Measures, Installation of Temporary Traffic Control Measures	LS	Job	N/A	<u>\$ 17,000.00</u> Figures <i>Seventeen Thousand Dollars</i> Words
7.	Excavation and Removals (existing culvert, earthwork, utilities)	LS	Job	N/A	<u>\$ 13,500.00</u> Figures <i>Thirteen Thousand Five Hundred Dollars</i> Words
8.	Provide and Install New Precast Box Culvert, and Wingwalls	LS	Job	N/A	<u>\$ 56,000.00</u> Figures <i>Fifty-Six Thousand Dollars</i> Words
9.	Backfill and Compaction	LS	Job	N/A	<u>\$ 14,350.00</u> Figures <i>Fourteen Thousand Three Hundred Fifty Dollars</i> Words
10.	Construct New Utilities	LS	Job	N/A	<u>\$ 7,900.00</u> Figures <i>Seven Thousand Nine Hundred Dollars</i> Words

PAYMENT ITEM NO.	DESCRIPTION	UNITS	QTY.	UNIT PRICE	TOTAL PRICE
11.	Construct New Sidewalk and Complete Roadway Restoration		Job	N/A	<u>\$ 19,000.00</u> Figures <i>(Nineteen Thousand Dollars)</i> Words
12.	Provide and Install Guiderail		Job	N/A	<u>\$ 6,500.00</u> Figures <i>(Six Thousand Five Hundred Dollars)</i> Words
Phase III - Upstream Improvements					
13.	Remove or Protect Trees	LS	Job	N/A	<u>\$ 10,100.00</u> Figures <i>(Ten thousand one hundred Dollars)</i> Words
14.	Excavation and Trenching for New 48-inch Diameter Pipe	LS	Job	N/A	<u>\$ 21,500.00</u> Figures <i>(Twenty-one Thousand Five Hundred Dollars)</i> Words
15.	Provide and Install New 48-Inch Diameter Pipe and all Appurtenances	LS	Job	N/A	<u>\$ 38,000.00</u> Figures <i>(Thirty-Eight Thousand Dollars)</i> Words
16.	Backfill and Compaction	LS	Job	N/A	<u>\$ 4,000.00</u> Figures <i>(Forty-one Thousand Dollars)</i> Words
17.	Restore or Improve Lawn, Pavement, and Easement Areas. Provide and Install Plantings.	LS	Job	N/A	<u>\$ 25,500.00</u> Figures <i>(Twenty-Five Thousand Five Hundred Dollars)</i> Words
GENERAL					
18.	Removal of all Temporary Erosion and Sediment Control Measures (Phase I, II, III)	LS	Job	N/A	<u>\$ 3,500.00</u> Figures <i>(Three thousand Five Hundred Dollars)</i> Words
				TOTAL	<u>\$ 336,900.00</u> Figures <i>(Three hundred Thirty-Six Thousand Nine Hundred Dollars)</i> Words



Anthony J. Picente, Jr.
County Executive

Oneida County
Office for the Aging & Continuing Care
Website: www.ocgov.net



Michael J. Romano
Director

235 Elizabeth Street, Utica, NY 13501

Phone 315-798-5456

Fax 315-798-6444

E-mail: ofa@ocgov.net

June 11, 2009

7N2009-305

RECEIVED
ONEIDA COUNTY LEGISLATURE
2009 JUN 30 AM 10:10

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

PUBLIC HEALTH

WAYS & MEANS

RE: Grade 12, Step 1, Senior Clerk

Dear Mr. Picente:

Oneida County Office for the Aging / Office of Continuing Care received retirement paperwork effective 05/29/09 from an employee that occupied the full time position of Senior Clerk in our Utica office. This employee holds a critical intake position which receives and triages all agency and client telephone calls.

Oneida County Office for the Aging/Office of Continuing Care receives an average of 200 incoming telephone calls daily, and case manages approximately 2700 open elderly and disabled cases. This position located in the Intake unit directly supports this activity.

This vacated position is essential to the Department's function as it is a key to the management of all Office for Aging/Office of Continuing Care inquires for services through our New York Connects Information and Assistance Program.

The salary for this Senior Clerk position is \$18,736.00 and is 25 % County funded. The cost center for this position is A6774.

I respectfully request your approval to fill this position.

Sincerely,

Michael J. Romano
Director

Cc: John P. Talerico,
Interim Personnel Commissioner

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

Anthony J. Picente, Jr.
County Executive

Date 6/22/09

22.

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

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

ADMINISTRATION

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



7/1 2009-306

June 18, 2009

PUBLIC HEALTH WAYS & MEANS

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

Dear Mr. Picente:

On August 30, 2009 the Oneida County Health Department will host a "Family Day" for those families which participate in the *Early Intervention Program*. This day will be made possible by contributions from partner agencies throughout the area. With the Health Department being the lead agency for this endeavor we are requesting that those donated monies for the Family Day be included into this years budget.

Thus, we are requesting a supplemental appropriation of \$2,000 for the 2009 fiscal year.

To: A4059.495 – Other Expenses.....\$ 2,000

This appropriation will be supported by revenue in A2705.1 – Gifts & Donations – Early Intervention for \$2,000.

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

Sincerely,

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

Cc: T. Keeler, Director of Budget

RECEIVED
ONEIDA COUNTY LEGISLATURE
2009 JUN 30 AM 10:11

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

Anthony J. Picente, Jr.
County Executive

Date 6/25/09

23.

ONEIDA COUNTY DEPARTMENT OF HEALTH

Date: 06-18-09

ONEIDA COUNTY BOARD OF LEGISLATORS

APPROPRIATION / SUMMARY

Transfer _____
Fiscal Year: 2009

1.) [REDACTED] or Transfer Description –

TO:
A4059.495 – Other Expenses \$ 2,000

2.) Activity or Service –

The purpose of this appropriation is to support monies needed by the Health Department to host a “Family Day”. Along with the Health Department other agencies within the region will contribute to this program. These agencies will donate monies which in-turn the Health Department will utilize to facilitate the Day.

2.) Client population to be served –

This day will provide a social setting for families that are involved in the Early Intervention to interact with one another and build relationships.

3.) Explanation of [REDACTED] /Transfer –

The money donated by partner agencies will be deposit in Health Department revenue account (A2705.1 - Gifts & Donations – Early Intervention) to support the family day expenses.

5.) Funding Source

Donations from area agencies.

Oneida County Department Staff Comments:

Partner Agencies: Children's Therapy Network, Upstate Cerebral Palsy, Communicare Therapy Services, ARC/Oneida Lewis and Building Blocks Learning Center.

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

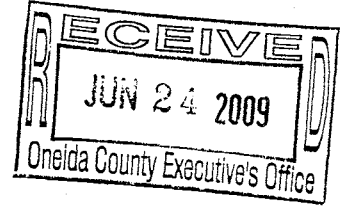
DANIEL W. GILMORE, PH.D.
DIRECTOR OF ENVIRONMENTAL HEALTH
SUPERVISOR-IN-CHARGE

ADMINISTRATION

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

June 23, 2009

7N 2009-307



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

PUBLIC HEALTH WAYS & MEANS

Dear Mr. Picente:

The *Lead Primary Prevention Program* currently offers Lead Abatement Supervisor training through Environmental Education Associates. The Health Department has been awarded additional funding from the Workforce Development Institute (WDI) to assist in this 32 hour training.

To account for this award we are requesting the following supplemental appropriation for the 2009 fiscal year.

To: A4062.495 – Other Expenses..... \$6,400

This appropriation will be supported by revenue in A2776 – Misc Revenue – Lead Poisoning Prevention for \$6,400.

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

Sincerely,

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

Cc: T. Keeler, Director of Budget

RECEIVED
ONEIDA COUNTY LEGISLATIVE
2009 JUN 30 AM 10:11

Reviewed and Approved for submission to the
Oneida County Board of Legislators

Anthony J. Picente, Jr.
County Executive

Date 6/25/09

26

ONEIDA COUNTY DEPARTMENT OF HEALTH

Date: 06-23-09

ONEIDA COUNTY BOARD OF LEGISLATORS

APPROPRIATION / SUMMARY

**Transfer
Fiscal Year 2009**

1.) Appropriation or Transfer Description –

Cost Center: Pubic Health-Lead Primary Prevention Program / 4062

To: Other Expenses.....\$6,400

2.) Activity or Service –

To provide 32 hour Lead Abatement Supervisor training for 16 individuals at \$400.00 per person through Environmental Education Associates.

3.) Client population to be served –

The Lead Primary Prevention Program is part of the New York State Department of Health's pilot projects to reduce or eliminate the incidence of lead poisoning and provide prevention services before children are lead poisoning.

Explanation of Appropriation /Transfer –

These additional funds are a result of the Oneida County Health Department being awarded additional funding from Workforce Development Institute

5.) Funding Source –

Supported by Workforce Development Institute

Oneida County Department Staff Comments:

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

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

ADMINISTRATION

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

June 3, 2009

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

7N2009-308
**PUBLIC HEALTH
WAYS & MEANS**

RECEIVED
ONEIDA COUNTY LEGISLATURE
2009 JUN 30 AM 10:09

Dear Mr. Picente:

Re: C-023495
Bureau of Water Supply Protection

Attached are five (5) copies of a grant contract between Oneida County through its Health Department – Environmental Health and the New York State Department of Health –Bureau of Water Supply Protection.

The Environmental Health Program is responsible for the oversight of nearly 200 public and certain non-public water supplies in Oneida County. The goal of this program is to ensure that the public is protected from waterborne disease and contamination, both naturally occurring and human caused. Certain facilities regulated by the New York State Agriculture and Markets are considered non-public water systems, but technical assistance is provided if problems arise or new systems are developed. In 2008, 169 public and non-public regulated water systems were inspected, 16 formal enforcement actions were processed, and 6 boil water orders /other emergencies and 228 water samples were collected. The term of this agreement shall become effective on April 1, 2009 and remain in effect through March 31, 2010 with reimbursement in the amount of \$148,313. **This contract is 100% state funded.** The reason this grant contract is being forwarded to you for signature after the commencement date is due to receiving the document on April 21, 2009.

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

Feel free to contact me should you require additional information.

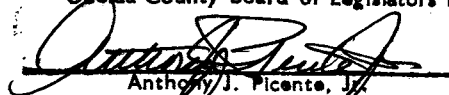
Sincerely,



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

attachments
ry

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



Anthony J. Picente, Jr.
County Executive

Date 6/25/09

29.

ONEIDA COUNTY

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

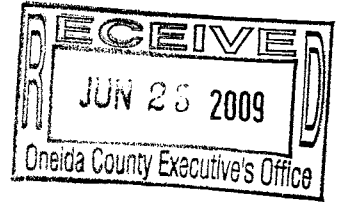


DEPARTMENT OF FINANCE

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

FN2009-309

June 22, 2009



INTERNAL AFFAIRS

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

WAYS & MEANS

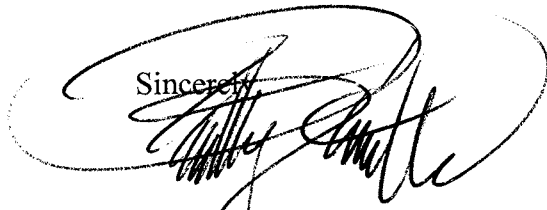
Dear Mr. Picente:

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

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

<u>NUMBER</u>		<u>AMOUNT</u>
2	REFUNDS	\$ 1,550.01
12	CORRECTIONS	\$ 10,216.13

Sincerely,




Anthony Carvelli
Commissioner of Finance

AC:kp
Enclosure

RECEIVED
ONEIDA COUNTY LEGISLATURE
2009 JUN 30 AM 10:13

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



Anthony J. Picente, Jr.
County Executive

Date 6/25/09

REAL PROPERTY TAX SERVICE		ERRONEOUS ASSESSMENTS		DATE		6/9/2009			
TOWN/CITY	YEAR	NAME	TAX MAP NUMBERS	UNPAID TAX	AMOUNT CANCEL	TAX PAID	AMOUNT REFUND	CORRECT	AMOUNT TO "0"
ROME	2009	MARANATHA CHURCH	242.035-1-53			\$ 1,524.00	\$ 1,524.00		\$0.00
WESTERN	2009	DAVID & LINDA KOLASSA	155.000-1-48			\$ 74.78	\$ 26.01	\$ 48.77	\$0.00
AVA	2009	DANIEL BEAL	45.000-2-22	\$ 2,537.94	\$ 1,080.67			\$ 1,457.27	\$0.00
BRIDGEWATER	2009	SHERYL VITA	402.000-1-16.4	\$ 2,979.74	\$ 765.61			\$ 2,214.13	\$0.00
BRIDGEWATER	2009	STEPHEN FITCH	407.000-3-3.2	\$ 1,812.86	\$ 429.58			\$ 1,383.28	\$0.00
CAMDEN	2009	SUSAN H. FANNING	147.010-3-13.2	\$ 2,337.69	\$ 1,099.07			\$ 1,238.62	\$0.00
DEERFIELD	2009	ROGER & PAULA FONTANA	250.000-1-21	\$ 1,987.15	\$ 1,138.66			\$ 848.49	\$0.00
FLORENCE	2009	KATHERINE & LYLE FULLER, III	54.000-1-27	\$ 868.44	\$ 549.07			\$ 319.37	\$0.00
FLOYD	2009	KENNETH OAKSFORD	209.000-2-10	\$ 88.65	\$ 88.65			\$ -	\$0.00
REMSEN	2009	JOHN & SUSAN SECOR	159.007-2-38	\$ 5,599.29	\$ 2,555.55			\$ 3,043.74	\$0.00
WESTMORELAND	2004-09	RUTH WEST	287.000-2-19.1	\$ 1,730.30	\$ 1,730.30			\$ -	\$0.00
WHITESTOWN	2009	EDWARD & FRANCES MEDICI	304.000-2-49.4	\$ 403.62	\$ 100.77			\$ 302.85	\$0.00
WHITESTOWN	2009	SACRED HEART OF JESUS	317.006-1-23	\$ 821.22	\$ -			\$ 821.22	\$0.00
WHITESTOWN	2009	STEET REALTY	317.006-4-22.2	\$ 2,894.51	\$ 678.20			\$ 2,216.31	\$0.00
TOTAL					\$10,216.13		\$1,550.01		

32

Anthony J. Picente, Jr.
County Executive



David Tomidy
Director



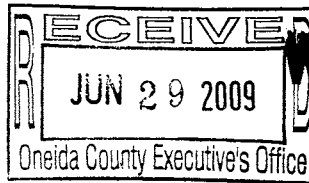
Oneida County Probation Department
321 Main Street, 2nd Floor, Utica, New York 13501

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
Patrick Cady
Paula Mrzlikar
David J. Radell
Patrick Trophia

June 25, 2009



7/2009-310
PUBLIC SAFETY
WAYS & MEANS

RECEIVED
ONIEDA COUNTY LEGISLATURE
2009 JUL -8 AM 8:42

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

Re: Enhanced Supervision of Sexual
Offenders Contract

Dear Mr. Picente:

Attached are three copies of the Contract and four signature pages that require your notarized signature.

The Contract is for reimbursement of our efforts to provide this enhanced supervision of sexual offenders. The Contract is for \$58,632.00. However, \$9,600 is for Polygraph testing which we do not currently conduct. The total of \$5,000.00 is a contingency used for the return of absconders from another state. In actuality, we can only expect to generate \$44,032.00 in revenue. However, it is my understanding that Board Approval is still required.

Upon your approval please sign and return all signature pages and two of the three contracts. Of course, please contact me at any time with questions. Your continued support of our programming is most appreciated.

Very truly yours,

DAVID TOMIDY
PROBATION DIRECTOR

DT:kas
Attachments (3) Contracts
(4) Signature Pages

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

Anthony J. Picente, Jr.
County Executive
Date 7/6/09 33.

Anthony J. Picente, Jr.
County Executive



David Tomidy
Director



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

Thomas J. Marcoline
Deputy Director

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

Supervisors
Patrick Cady
Paula Mrzlikar
David J. Radell
Patrick Trophia

(CONTRACT SUMMARY SHEET)

6/16/09

Name of Organization: Oneida County Probation Department

Title of Activity or Service: Sexual Offender Registration Act Enhanced Supervision Services

Proposed Dates of Operation: 04/1/09-03/31/2010

Client Population/Number To Be Served: Level II and III Sexual Offenders sentenced to Probation Supervision. We currently supervise 35 and the numbers fluctuate between 35 and 40.

Summary Statements:

- 1. Narrative Description of Proposed Services: In an effort to provide Enhanced Supervision Services we have agreed to prepare specialized orders and conditions, timely DNA collection, address confirmation, assign cases to specialized caseloads, facilitate SORA compliance, formally assess and refer offenders, intensify our field work (i.e. home visits, surveillance, searches, and collateral contacts), timely warrant enforcement, and the forming and participation in Interagency Operations. We currently do not have polygraph sources and this part of our allocation will be on hold as we continue to investigate resources.**
- 2. Program/Service Objectives and Outcomes: Our goal is to intensify our supervision interventions to more completely monitor our clients' compliance with court orders and laws. We seek to more comprehensively strive for community safety and to assist and encourage the offenders to lead law-abiding lives and seek appropriate rehabilitative services.**


3. **Program Design and Staffing Level:** We currently have 3 experienced Probation Officers who have specialized Sexual Offender caseloads. It is our intention to reduce their caseload sizes by reconfiguring current staff assignments.

Total Funding Requested: None – This is a reimbursement/allocation agreement based on the number of sexual offenders supervised each quarter.

Oneida County Funding Recommendation: Approve Agreement

Proposed Funding Source: New York State Division of Probation and Correctional Alternatives

Cost Per Client Served: All services provided by the Probation Department are reimbursed at the rate of 16% by New York State Division of Probation and Correctional Alternatives. We estimate that it costs \$1,000 a year per offender to supervise them. This grant/allocation agreement of \$1,376 per year is an effort to encourage Enhanced Supervision of these high risk offenders from a performance-based perspective.


DAVID TOMIDY
PROBATION DIRECTOR

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

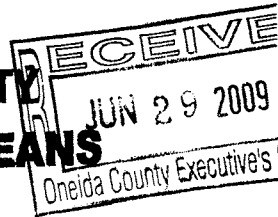
Supervisors
Patrick Cady
Paula Mrzlikar
David J. Radell
Patrick Trovati

June 17, 2009

7/1/2009-311

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

**PUBLIC SAFETY
WAYS & MEANS**



RECEIVED
ONEIDA COUNTY LEGISLATURE
2009 JUL -8 AM 8:44

Re: Intensive Supervision Program
Contract with DPCA

Dear Mr. Picente:

Enclosed are three copies of our contract with DPCA that require your signature upon approval. In addition, there are four additional signature pages that also require original signatures. This has been a multi-year contract to reimburse the county for expenses incurred by this program designed to provide Intensive Supervision of high risk defendants.

Although the contracted amount (\$118,910) is slightly smaller than last year, it remains a highly effective and cost savings initiative. The contract will need Board approval. This amount approximately pays for 40% of our salary, travel, and training expenses. The balance is resubmitted and reimbursed at around 16%.

Upon your approval along with the Board's please return two copies of the signed contract and the four signature pages. Your support of this and all of our programming is most appreciated.

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

Anthony J. Picente, Jr.
County Executive
Date: 7/6/09

Very truly yours,

DAVID TOMIDY
PROBATION DIRECTOR

DT:kas
Enclosures (3) Contracts
(4) Signature Pages

**Oneida County Board of Legislators
Contract Summary**

Name of Proposing Organization: Oneida County Probation Department

Title of Activity or Services: Intensive Supervision Program

Proposed Dates of Operation: 1/1/09 – 12/31/09

Client Population/Number to be served:

Summary Statements

1.) Narrative Description of Proposed Services

Intensive Supervision (ISP) is designed for a small number of high risk non-violent Felony and Misdemeanor offenders as an alternative to local and state prison incarceration. He program was initiated in 1987 to enhance public safety through more frequent contacts with the offender, graduated sanctions such as electronic monitoring, community service and cross systems counseling. The county receives enhanced funding from DPCA in recognition of the high cost of incarceration. He county benefits as many of these probationers are employed reducing the burden on Social Services for their families support.

2.) Program/Service Objectives and Outcomes

To reduce the reliance on costly incarceration and to enhance public protection through close monitoring of smaller caseloads and holding offenders accountable. In 2008 (225) new offenders and (43) probation violators were screened for ISP, of which (39) offenders were sentenced to ISP and (91) probationers were carried from 2007. During 2008, 68.8% of probationers satisfactorily completed ISP and were transferred to regular case loads.

3.) Program Design and Staffing Level

Three Probation Officers supervise approximately (25) cases in comparison to regular caseloads in the office of (125) probationers.

Total Funding Requested:

Total program budget for 2009 is \$377,905.00 and State Aid as per this contract is \$118,910.00.

<u>STATE AGENCY (Name & Address):</u> NYS Division of Probation and Correctional Alternatives 80 Wolf Road, Suite 501 Albany, NY 12205	<u>NYS COMPTROLLER'S NUMBER:</u> C523105 <u>ORIGINATING AGENCY CODE:</u> 01200						
<u>DEPARTMENT (Name and Address)</u> Oneida County Probation Department c/o Mr. David Tomidy, Director Union Station – 321 Main Street Utica, New York 13501	<u>INITIAL CONTRACT PERIOD:</u> FROM: 1/1/09 TO: 12/31/09 <u>FUNDING AMOUNT FOR INITIAL PERIOD:</u> \$118,910.00						
<u>CHARITIES REGISTRATION NUMBER:</u> <u>FEDERAL TAX IDENTIFICATION NUMBER:</u> <u>MUNICIPALITY NO.:</u> 300100000	<u>STATUS:</u> DEPARTMENT IS () IS NOT (X) A SECTARIAN ENTITY DEPARTMENT IS () IS NOT (X) A NOT-FOR-PROFIT ORGANIZATION <u>DEPARTMENT: IS (X) IS NOT ()</u> <u>THE SERVICE PROVIDER</u>						
<table border="1"> <thead> <tr> <th data-bbox="84 871 617 997"><u>SERVICE PROVIDER(S)</u></th> <th data-bbox="617 871 1104 997"><u>PROJECT NAME</u></th> <th data-bbox="1104 871 1494 997"><u>PROJECT TYPE</u></th> </tr> </thead> <tbody> <tr> <td data-bbox="84 997 617 1480">Probation Department</td> <td data-bbox="617 997 1104 1480">Intensive Supervision Program</td> <td data-bbox="1104 997 1494 1480">SS</td> </tr> </tbody> </table>		<u>SERVICE PROVIDER(S)</u>	<u>PROJECT NAME</u>	<u>PROJECT TYPE</u>	Probation Department	Intensive Supervision Program	SS
<u>SERVICE PROVIDER(S)</u>	<u>PROJECT NAME</u>	<u>PROJECT TYPE</u>					
Probation Department	Intensive Supervision Program	SS					
<u>APPENDICES ATTACHED AND PART OF THIS AGREEMENT:</u> <u>X</u> APPENDIX A Standard Clauses as required by the Attorney General for all State contracts <u>X</u> APPENDIX B Project Workplan and Budget <u>X</u> APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods) <u> </u> OTHER (Identify) _____							

Oneida County Department of Traffic Safety

Division of Traffic Safety – STOP-DWI Program

Anthony J. Picente Jr.
Oneida County Executive



Michael S. Colangelo
STOP-DWI Administrator

June 24, 2009

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

Re: STOP-DWI Permanent Part Time Position

Dear County Executive Picente:

Over the past number of years, STOP-DWI has expanded its scope to bring the message against drinking and driving to our community and in particular, our youth.

We have instituted a number new programs, such as, Alive at 25, the “One Second, Everything Changes” school display, Underage Drinking Prevention Coalition, and continue to participate in the Governor’s Traffic Safety Committee’s Task Force on Impaired Driving. We have expanded the scope of education and increased attendance at the STOP-DWI Traffic Safety Education Workshop, which is particularly aimed at reducing underage alcohol use and traffic issues.

The office has also partnered with a number of local organizations, such as Mohawk Valley Council on Alcoholism and Addictions, Insight House, SUNY Institute of Technology Health and Wellness Center, Utica College, and the Mohawk Valley School Resource Officer’s Coalition to increase the visibility of our message.

These components have increased the clerical work load in the office, and due to this, I would request that a part time permanent position of Senior Clerk be added to the STOP-DWI employee roster. This position will be fully funded by the DWI fine revenue and does not include any tax dollars.

The salary of this position would be Grade W-12 Step 1, at an hourly wage of \$10.30. This has been reviewed and approved in concept by the Governor’s Traffic Safety Committee. Funding transfer information for this position is indicated below.

5900 Airport Road ▪ Suite 209 ▪ Oriskany, NY 13424
Division of Traffic Safety 315.736.8946 ▪ STOP-DWI Program 315.736.8943
Fax: 315.736.8958 ▪ E-mail stopdwi@ocgov.net ▪ www.ocgov.net

7N 2009-312

PUBLIC SAFETY

WAYS & MEANS



RECEIVED
ONEIDA COUNTY LEGISLATURE
2009 JUL -8 AM 8:37

39.

TO:

AA# A3313.101 - Stop DWI, Salaries.....	\$ 4,684.
AA# A3313.830 - Stop DWI, Social Security	359
AA# A3313.840 - Stop DWI, Workers Compensation	117
AA# A3313.850 - Stop DWI, Unemployment	<u>12.</u>
Total:	\$ 5,172.

FROM:

AA# A3313.4951 Stop DWI, Other Expenses	\$ 5,172.
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I therefore respectfully request this be forwarded to the Oneida County Board of Legislators for their review and consideration.

Respectfully submitted,

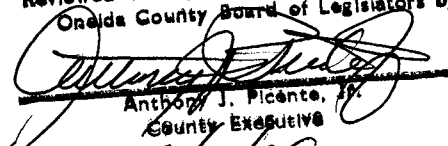


Michael S. Colangelo
STOP-DWI Program Administrator

cc: Thomas Keeler, Budget Director

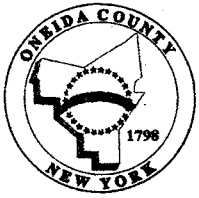
Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

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



Anthony J. Picente, Jr.
County Executive

Date 7/6/09



COUNTY OF ONEIDA
OFFICE OF THE COUNTY EXECUTIVE

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

July 6, 2009

ONEIDA COUNTY OFFICE BUILDING

800 PARK AVENUE

UTICA, NEW YORK 13501

(315) 798-5800

FAX: (315) 798-2390

www.ocgov.net

JN2009-313

EDUCATION, YOUTH & AGRICULTURE

WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
2009 JUL - 8 AM 8:39

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

Honorable Members:

I am forwarding the proposed 2009-2010 Operating Budget for the Mohawk Valley Community College (MVCC), which was approved by the Board of Trustees at their May 18, 2009 meeting. This proposed budget is for gross expenditures of \$45,072,818, a 3.81% increase over the 2008-2009 budget.

This budget calls for a local sponsor share of \$7,280,100, which is the exactly the same amount of the sponsor share in the 2008-2009 operating budget.

We have performed a lengthy review of this budget with the full cooperation of President VanWagoner, his staff and the Board of Trustees.

As is more fully set forth in the attached correspondence from President Van Wagoner, the proposed budget reflects a modest growth in expenditures, with net 7.0 positions added which includes three positions due to academic reorganization, a support staff person for both campuses, three security personnel and one deleted position.

The New York State aid rate to MVCC will remain constant at \$2,675 per student FTE. The Board also approved tuition of \$3,350 per year for a full-time student and \$120 per credit hour for part-time students. This represents a \$100 per year increase in the full-time tuition and no increase in the credit hour rate for part-time students.

In view of all of the circumstances, I support the requested no increase in our local share. Keeping the local share stable will serve to demonstrate our continuing commitment to maintaining Mohawk Valley Community College as an affordable institution of quality education in Oneida County.

I believe that this is a sound and responsible budget. I urge your early consideration for approval,

Respectfully submitted,

Anthony J. Picente, Jr.
Oneida County Executive

AJP:tbk

Attach.

CC: Chairperson, MVCC Board of Trustees
President, MVCC
Comptroller
County Attorney
Budget

44



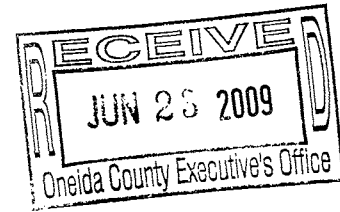
Mohawk Valley Community College

1101 Sherman Drive
Utica, New York 13501-5394
www.mvcc.edu

Office of the President
315-792-5333
fax 315-792-5678

June 22, 2009

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



Dear Mr. Picente:

Per our conversation, I am pleased to resubmit the Mohawk Valley Community College (MVCC) 2009-10 Budget Request approved by our Board of Trustees at the May 18, 2009 meeting and adjusted to reflect a 0%, level funding sponsor request to Oneida County. Recognizing the significant fiscal challenges facing Oneida County, MVCC understands the difficulty associated with increasing sponsor support at this time and we've adjusted our budget request accordingly. The Education and Youth Committee indicated they were open to an increase equal to last year, but also made the request, "given the budgetary unknowns at the state level, please submit what you need not just what you want." I am pleased to say that this budget reflects just that – what we need to continue meeting the education and training needs of Oneida County.

Overall, the proposed budget represents an increase of 3.81% and requests level funding equal to last year in sponsor support from Oneida County (\$7,280,100). This has been an exciting year for the College as we have continued our string of seven consecutive semesters with an enrollment increase, made significant progress on our Strategic Plan and identified a number of compelling initiatives for the upcoming year that guide this budget request (See attached.)

Our Strategic Plan continues to provide focus and direction for resource allocations at the College and provides a solid foundation for this budget request. The proposed budget includes a \$100 increase in full-time tuition from \$3,350 to \$3,450 (3.08%) and no increase to the part-time tuition rate of \$120 per credit hour. State base aid to community colleges remained constant at \$2,675 per aidable FTE. However, MVCC anticipates an enrollment increase of approximately 4.8% this year that will yield additional state aid of approximately \$476,177. In addition, the proposed budget includes an appropriation from the general reserve in the amount of \$3,000,000 – providing for an estimated reserve balance of \$3,000,000, slightly above the minimum 5% reserve balance requested of us by the state.

Our community needs MVCC as much as ever in meeting the educational needs of graduating high school seniors, unemployed and underemployed individuals, as well as working adults. Guided by our Strategic Plan and informed by a year-long analysis, we have reorganized the administrative structure of our academic programs to increase our

efficiency and responsiveness in meeting the changing community needs. This reorganization was completed in large part through a reallocation of existing resources while needing to create a few new positions. Although the proposed budget is based on a conservative enrollment projection equal to the current year's actual figures, we are anticipating a substantially positive enrollment increase in the coming year.

While we are increasing tuition for full-time students, access to MVCC programs and services remains a priority. We have frozen part-time tuition and are amplifying our fundraising efforts through the MVCC Foundation. For the second year in a row, we have raised more than \$22,000 from faculty, staff, the MVCC Board of Trustees and the MVCC Foundation Board of Directors for the ACCESS Fund, which will provide additional scholarship aid for students whose annual family household income is just above the maximum federal threshold to be eligible for federal financial aid.

In these changing times, it is imperative to develop the workplace skills of MVCC employees to best serve our students and community. As a result, we have slowly been building the vision and infrastructure for a comprehensive professional development program for our faculty and staff, which remains a priority and constitutes an important component of new allocations in the proposed budget (roughly \$70,000). A summary of priority expenditures in the 2009-10 budget request includes:

- The total number of budgeted positions increased by a net of seven new positions consisting of three new positions as part of our academic reorganization, a support staff for our new first-year experience office, a support staff member in Rome, two new security officers and a security dispatcher position. These increases were offset by the elimination of one recently vacated position for a net increase of seven positions.
- Another significant decrease includes approximately \$468,700 for salary lines in the Airframe and Powerplant program as a result of a re-examination of our faculty/student ratios and staffing patterns. We are pleased to report that our last three cohorts have been full at 25 students.
- With contractual obligations, total salary increases are approximately \$829,000, of which \$327,000 is associated with academic reorganization (notwithstanding offsetting reductions made due to efficiency gains in the reorganization).
- After increasing the budget for instructional equipment 55.8% last year from the previous budget, the equipment line is down about 9% this year now that we have a strong prioritization process in place for this critical priority.

Thank you in advance for your timely consideration and support of this request. We have made every effort to control costs and identify alternative revenue sources, including a tuition increase, large fund balance appropriations and state aid to offset support needed from the County. I hope that you will find our Strategic Plan and associated budget request compelling and worthy of your support to then forward it to the Oneida County Board of Legislators for approval.

Sincerely,



Randall J. VanWagoner, Ph.D.
President

cc: MVCC Board of Trustees
Gerald Fiorini, Chairman of the Board
David Wood, Majority Leader
Stephen Roefaro, Assistant Majority Leader
Brian Miller, Assistant Majority Leader
Michael Hennessy, Minority Leader
Frank Tallarino, Assistant Minority Leader
Ed Stephenson, Assistant Minority Leader
Ed Welsh, Chairman, Education, Youth and Agriculture
Les Porter, Chairman, Ways and Means
Al Candido, Chief of Staff
Tom Keeler, Budget Director
Joe Timpano, Comptroller
Susan Crabtree, Clerk of the Board

ATTACHMENT

Vision Statement: To transform lives by creating an innovative learning environment that meets the needs of our rapidly changing communities.

Mission Statement: Mohawk Valley Community College promotes student success and community involvement through a commitment to excellence and a spirit of service.

Statement of Purpose: As a diverse institution with a global view, Mohawk Valley Community College provides opportunities for affordable education, with support from Oneida County and the State of New York, and offers career, transfer and transitional education, programs for personal and cultural enrichment, and supports community and economic development.

Values Statement: The following core values guide the operation and work of Mohawk Valley Community College:

- Learning
- Accessibility
- Affordability
- Collaboration
- Diversity
- Excellence
- Integrity

MOHAWK VALLEY COMMUNITY COLLEGE 2008-2013 Strategic Plan <u>Priorities/Directions</u>
--

Student Success (Priority)

Directions: Enhance the overall student intake system
Strengthen the overall student support system
Review and refine systems to increase support for under-prepared students

Academic Excellence (Priority)

Directions: Develop a culture common to students, faculty and staff that values learning
Strengthen academic programs
Diversify learning opportunities for students

Creative Partnerships (Priority)

Directions: Increase educational partnerships
Expand workforce development efforts

Vibrant Culture (Priority)

Directions: Strengthen faculty and staff communication
Enhance the overall working environment for faculty and staff

Leveraged Resources (Priority)

Directions: Expand resources that support learning
Create a more learner-centered physical environment

2009-10 Annual Plan Initiatives and Goals

Student Success

Enhance the overall student intake system

Expand imaging of student records.

Utilize Onbase to establish electronic communication between Human Resources(HR) and Payroll(PR) Departments.

Establish collaboration among Student Service Center(SSC) departments to increase number of shared documents.

Increase flexibility of intake services.

Create electronic international application.

Cross-train First Year Experience (FYE) staff in adult student intake

Develop and implement a secure portal system to enhance the student registration system.

Implement "digital dashboard" in conjunction with DesignWorks.

Implement regular interactive electronic communication stream through end of first year for accepted students.

Strengthen the overall student support system

Realign structures and processes to create a more intentional collaboration between areas of the college.

Mathematics course overseers will collaborate across disciplines.

Increase student athlete retention rates.

Evaluate the number and effectiveness of the current committees at the College.

Emphasize and further define an institutional "spirit of service" by building on college-wide successes and refining processes.

Develop a plan for a call center and MVCC version of a one-stop to establish better service for students.

Develop faculty/staff enrichment sessions to promote a climate of service leadership among all employees

Develop and implement the next generation degree audit process.

Explore the procurement of DegreeWorks in lieu of MVCC Plan of Study and formulate implementation plan and schedule.

Utilize technology and partnerships within the College to develop processes for addressing transfer credit, academic progress, and degree certifications.

Define and bring structure to the first-year experience.

Design and implement new student orientation with emphasis on frontloading for academic success.

Review and refine systems to increase support for under-prepared students

Implement an interarea design team to strengthen programs and services based on the needs of underprepared students.

Match exit criteria for developmental reading and writing courses with competencies needed to succeed in credit-bearing classes.

Increase retention rates through implementation of new Academic Standards of Progress.

Academic Excellence

Develop a culture common to students, faculty, and staff that values learning

Expand professional development opportunities for faculty and staff.

Implement new faculty/staff enrichment program via new employee orientation, skill training, off-campus conference/workshop attendance.

Extend culture of assessment to employees and students (provide presentations/workshops, communicate assessment processes and results).

Utilize assessment results to improve student learning.

Ensure opportunities for the assessment of outcomes across all divisions, including student learning outcomes, and for the use of results (eg. assist in defining goals, outcomes, identifying assessment measures and criteria of success, conducting assessments, developing plans for using assessment results).

- Collaborate with Morrisville College to offer seminar course for elementary, Jr and Sr HS students in sustainable energy.
- Develop plan to establish a University Center (upper degrees at MVCC).

Vibrant Culture

Strengthen faculty and staff communication.

- Restructure the Academic Affairs area to address the issues of collaboration, capacity and consistency throughout the organization.
 - Restructure LAA and determine future process to assess its effectiveness.
- Increase the relevance, availability and use of data to strengthen data-informed decision making.
 - Develop/maintain appropriate tracking databases (athletes, high school, learning communities, developmental, transfer, data requests).
 - Provide data for standing/required reports.
 - Complete refinements to Wait Listing auto notifications to the student on section availability, and to the VPLAA for additional course/section demand.
- Redevelop and deploy the college's web presence, including a portal system to facilitate online dialogue among faculty and staff.
 - Work with DesignWorks to implement a portal that provides chat rooms, discussion groups, and other college news and information.
 - Work with DesignWorks to develop a single sign-on process serving Windows Domains, Banner, Email, Blackboard, and misc internet services.

Enhance the overall working environment for faculty and staff.

- Implement a comprehensive employee recognition system.
 - Make recommendations received from the Employee Recognition Design Team operational.
- Implement a comprehensive support system for adjunct faculty.
 - Oversee assessment presentations/work sessions for adjunct faculty.
 - Create additional support for adjunct faculty.
- Strengthen campus safety and emergency response capacity.
 - Complete installation of Nortel Application Gateway.
 - Suggest and/or implement new mass notification procedures under the Nortel Application Gateway.
 - Commence migrating the College to Peace Officer status.

Leveraged Resources

Expand resources that support learning.

- Create endowments for ACCESS and Presidential Scholarship Funds.
 - Increase funds raised through internal and external campaigns for the ACCESS Fund.
 - Initiate feasibility study phase of a major gift campaign.
- Build infrastructure to pursue an additional TRIO grant.
 - Work with Grants Team and current TRIO Director to obtain Student Support Services TRIO grant and build the proper structure for its success.
- Implement a management information system upgrade and improve the college's web presence to support single sign-on and enhanced online learning.
 - Fully implement Banner8 System Upgrade to include the elimination of the Alpha/VMS/Oracle in favor of an Intel/RedHat Linux/Oracle Architecture.

Create a more learner-centered physical environment

- Update the Campus Master Plan.
 - Complete Campus Master Plan.
- Assess the classroom environment and prioritize necessary changes.
 - Create 15 Level-Two smart classrooms that include the use of interactive Smart Board technology
 - Identify classrooms in need of enhancements.
- Implement the design phase of the Jorgensen Athletic Center.
 - Complete schematic design & design development stages for field house.
- Develop and implement a comprehensive sustainability plan for the College.
 - Consolidate efforts to improve efficiency; reduce overall energy usage & cost.
 - Consider joining the SUNY Presidents Climate Commitment.
 - Implement Sustainability DesignTeam recommendations once approved.

**MOHAWK VALLEY COMMUNITY
COLLEGE**

**2009-10 OPERATING BUDGET
REQUEST**

Board of Trustees Meeting
May 18th, 2009

Revised 6/15/09

CDG

**Mohawk Valley Community College
2009-10 Budget Request**

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**Mohawk Valley Community College
2008 - 2009 to 2009 - 2010
Budget Request**

15

June 15, 2009

Full Time Tuition: \$ 3,350
 Part Time Tuition: \$ 120
 Chargeback Rate: \$ 2,090
 State Aid: \$ 2,675

	Adopted 2008 - 09 Budget	Percent of Net Budget (1)	2009 - 10 Request	Increase (Decrease)	Percent Change	Percent of Net Budget
--	--------------------------------	---------------------------------	----------------------	------------------------	-------------------	-----------------------------

Estimated Revenues:

Tuition	\$ 14,579,834	36.81%	\$ 15,589,775	\$ 1,009,941 (3)	6.93%	37.53%
State Aid	\$ 12,403,436	31.32%	\$ 12,879,613	\$ 476,177	3.84%	31.01%
Chargebacks	\$ 2,890,500		\$ 2,455,750	\$ (434,750)	-15.04%	
Out-of-State	\$ 325,000		\$ 335,000	\$ 10,000	3.08%	
Fed Aid/Offsets	\$ 2,670,112		\$ 2,357,100	\$ (313,012)	-11.72%	
Fund Balance	\$ 2,125,000		\$ 3,000,000	\$ 875,000		
Sponsor Appropriation	\$ 7,280,100	31.87% (2)	\$ 7,280,100	-	0.00%	31.47%
Subtotal:	\$ 42,273,982	100.0%	\$ 43,897,338	\$ 1,623,356	3.84%	100.0%
Grants & Non Credit: (4)						
Grants & Non Credit:	\$ 450,000		\$ 450,000	-	0.00%	
Non-Credit Offsets	\$ 693,160		\$ 725,480	\$ 32,320	4.66%	
Subtotal:	\$ 1,143,160		\$ 1,175,480	\$ 32,320	2.83%	
Grand Total:	\$ 43,417,142		\$ 45,072,818	\$ 1,655,676	3.81%	

Mohawk Valley Community College
2008 - 2009 to 2009 - 2010
Budget Request

52

June 15, 2009

Adopted 2008 - 09 Budget	Percent of Net Budget	2009 - 10 Request	Increase (Decrease)	Percent Change	Percent of Net Budget
--------------------------------	-----------------------------	----------------------	------------------------	-------------------	-----------------------------

Appropriations:

General Operating:						
Personal Services	\$ 24,933,483	58.98%	\$ 25,762,566	\$ 829,083	3.33%	58.69%
Equipment	\$ 656,645	1.55%	\$ 590,500	\$ (66,145)	-10.07%	1.35%
Contractual	\$ 7,975,054	18.86%	\$ 8,434,272	\$ 459,218	5.76%	19.21%
Fringe Benefits	\$ 8,711,300	20.61%	\$ 9,110,000	\$ 398,700	4.58%	20.75%
Subtotal	\$ 42,276,482	100.00%	\$ 43,897,338	\$ 1,620,856	3.83%	100.00%

Grants & Non Credit:

Personal Services	\$ 599,660	52.57%	\$ 601,280	\$ 1,620	0.27%	51.15%
Equipment	\$ 60,000	5.26%	\$ 60,000	\$ -	0.00%	5.10%
Contractual & Fringe Benefits	\$ 481,000	42.17%	\$ 514,200	\$ 33,200	6.90%	43.74%
Subtotal	\$ 1,140,660	100.00%	\$ 1,175,480	\$ 34,820	3.05%	100.00%
Grand Total:	\$ 43,417,142		\$ 45,072,818	\$ 1,655,676	3.81%	

Footnotes:

- (1) Net Operating Budget = Total budget - (Offset + "Cost not Allowable for State Aid").
- (2) Local Share = Sponsor + Fund Balance + Chargebacks + Out-of-State
- (3) Full-time Tuition increase of \$100,3.1%
- (4) 100% Offset to Expense - self-sustaining programs.

**Mohawk Valley Community College
2009 - 10 State Aid Calculations**

June 15, 2009

		Actual	
Fundable FTE's -	2006 - 07		4,475.1
Fundable FTE's -	2007 - 08		4,559.0
Fundable FTE's -	2008 - 09		4,800.0
Weighting Factors x Actual Funded FTE			
2006 - 07	20%	4,475.1	895.0
2007 - 08	30%	4,559.0	1,367.7
2008 - 09	50%	4,800.0	2,400.0
Weighted Average			4,662.7
Funded FTE = Greater Weighted average or prior year's actual			4,800.0
Base State Aid	\$ 2,675		\$ 12,840,000
Rental	\$ 100,000	39.6%	\$ 39,612
Funding High Needs Programs			
Total Budgeted State Aid 2009 -10			\$ 12,879,613

**Mohawk Valley Community College
2009 - 10 Tuition Computation Calculations**

June 15, 2009

	Head Ct	Cr. Hrs.	Rate	Tuition
Full Time			\$ 3,350	
Fall 2009	3,908.0	59,134.0		
Spr. 2010	3,629.0	54,829.0		
Average	3,768.5			\$ 12,624,475
Part Time - Regular			\$ 120	
Fall 2009	1,350.0	7,570.0		\$ 908,400
Spr. 2010	1,400.0	7,714.0		\$ 925,680
Part Time - High School Program				
Fall 2009	900.0	3,938.0		\$ 157,520
Spr. 2010	1,000.0	4,052.0		\$ 162,080
Sum 2009	1,240.0	6,763.5		\$ 811,620
Total Part Time		30,038.0		\$ 2,965,300
Total Tuition 2009-10				\$ 15,589,775
Total Credit Hours		144,000.0		
Total FTE		4,800.0		

**DETAIL FOR OFFSETS TO EXPENSE AND FEDERAL AID
2009 - 2010 Budget Request**

June 15, 2009	Actual 2007 - 08	Budget 2008 - 09	Budget 2009 - 10
Offset to Expense			
Day Care	\$56,139	\$70,000	\$50,000
Air Frame & PowerPlant Fee	\$147,000	\$150,000	\$150,000
Gymnasium	\$6,953	\$8,500	\$8,000
Technology Fee	\$836,371	\$820,000	\$840,000
Internet Course Fee	\$110,479	\$95,000	\$110,000
Late Fees	\$3,465	\$3,000	\$3,000
Transcript Fees	\$31,784	\$28,000	\$30,000
Credit by Exam/Life Experience	\$10,980	\$7,000	\$8,500
Protested Check Fee	\$625	\$1,500	\$1,000
Interest Earnings	\$413,114	\$450,000	\$70,000
Rental of Facilities	\$58,598	\$75,000	\$75,000
Forfeiture of Deposits	\$5,850	\$8,000	\$8,000
Sale of Equipment	\$8,172	\$10,000	\$5,000
Refund of Prior Year Expense	\$115,902	\$50,000	\$50,000
Child Care (State Aid)	\$27,300	\$36,000	\$20,000
Commissions/Vending	\$23,586	\$25,000	\$25,000
Millennium Reimbursement	\$50,182	\$50,000	\$50,000
Parking Fines	\$4,751	\$5,000	\$5,000
Library Fines (Copier)	\$4,299	\$2,500	\$2,500
Foundation - Reimbursement	\$10,184	\$12,000	\$13,000
Dorm Utility Charges	\$190,916	\$235,000	\$235,000
Dorm Staff Charges	\$60,836	\$92,000	\$123,200
Nursing Proficiency Exam	\$2,550	\$1,500	\$2,000
Nursing IV Diagnostic Readiness Test	\$4,650	\$4,500	\$4,500
Nursing Lab Fee	\$63,800	\$65,000	\$65,000
Food Service Income	\$3,918	\$8,500	\$5,000
Building & Security Services	\$6,588	\$7,500	\$7,500
Art Studio Lab Fee (\$20 - \$60)	\$28,235	\$30,000	\$30,000
Welding Fee \$100	\$8,220	\$8,000	\$8,000
Other Miscellaneous	\$244,374	\$145,000	\$188,000
Total Other Offsets	\$2,539,821	\$2,503,500	\$2,192,200
FEDERAL AID			
USDA - Child Care	\$10,271	\$9,500	\$9,500
VA Reporting Fees	\$1,363	\$1,500	\$1,500
Fed. Funds Admin. Allowance	\$41,815	\$48,000	\$48,000
Federal Work Study	\$115,804	\$107,612	\$105,900
Total Federal Aid	\$169,253	\$166,612	\$164,900
Total Offsets/Federal Aid:	\$2,709,074	\$2,670,112	\$2,357,100

**DETAIL FOR OFFSETS TO EXPENSE AND FEDERAL AID
2009 - 2010 Budget Request**

June 15, 2009	Actual 2007 - 08	Budget 2008 - 09	Budget 2009 - 10
Balance Forward:	<u>\$2,709,074</u>	<u>\$2,670,112</u>	<u>\$2,357,100</u>
Grants and Non-Credit			
Grants	\$1,171,657	\$450,000	\$450,000
Contract Course Fees	\$419,729	\$254,580	\$276,080
Self Sustaining Non Credit Offerings	\$665,208	\$438,580	\$449,400
Total Grants & Non-Credit	<u>\$2,256,594</u>	<u>\$1,143,160</u>	<u>\$1,175,480</u>
Grand Total:	<u><u>\$4,965,668</u></u>	<u><u>\$3,813,272</u></u>	<u><u>\$3,532,580</u></u>

	June 15, 2009		MWCC 2009 - 10 Operating Budget Request		PERSONAL SERVICE		CONTRACTUAL		EQUIPMENT		TOTAL					
	Original Budget	Amended Budget	Requested Budget	Chg. %	Original Budget	Amended Budget	Requested Budget	Chg. %	Original Budget	Amended Budget	Requested Budget	Chg. %				
VP Learning & Academic Affairs	\$ 243,015	\$243,015	\$ 453,161	86.5%	\$ 71,200	\$71,200	\$ 207,450	191.4%	\$ 180,000	\$ 180,000	\$ 150,500	-16.4%				
Student Serv Center	\$ 437,743	\$437,743	\$ 467,118	6.7%	\$ 19,850	\$19,850	\$ 28,050	31%			\$ 457,593	\$ 457,593	\$ 493,168	7.8%		
Business & Information Tech	\$ 1,058,319	\$1,058,319	\$ 1,107,526	4.6%	\$ 3,850	\$3,850	\$ 1,650	-57.1%			\$ 1,062,169	\$ 1,062,169	\$ 1,109,176	4.4%		
Engineering Tech. & The Trades	\$ 1,219,188	\$1,219,188	\$ 1,295,389	6.3%	\$ 56,750	\$56,750	\$ 81,800	44.1%			\$ 1,275,938	\$ 1,275,938	\$ 1,377,189	7.9%		
Carpentry & Masonry	\$ 82,122	\$82,122	\$ 108,333	31.9%	\$ 8,200	\$8,200	\$ 18,200	122.0%			\$ 90,322	\$ 90,322	\$ 126,533	40.1%		
Welding	\$ 161,145	\$161,145	\$ 174,881	8.5%	\$ 47,200	\$47,200	\$ 54,200	14.9%			\$ 208,345	\$ 208,345	\$ 229,081	10.0%		
Airframe & Power Plant	\$ 956,821	\$956,821	\$ 488,086	-49.0%	\$ 129,900	\$129,900	\$ 56,500	-56.6%			\$ 1,086,721	\$ 1,086,721	\$ 544,586	-49.9%		
Engineering, Computer, & Physical Sci's	\$ 827,074	\$827,074	\$ 865,594	4.7%	\$ 30,800	\$30,800	\$ 30,550	-0.8%			\$ 857,874	\$ 857,874	\$ 896,144	4.5%		
Art	\$ 1,293,420	\$1,293,420	\$ 1,294,724	0.1%	\$ 55,850	\$55,850	\$ 53,500	-4.2%			\$ 1,349,270	\$ 1,349,270	\$ 1,348,224	-0.1%		
Humanities	\$ 1,796,249	\$1,796,249	\$ 1,909,054	6.3%	\$ 51,000	\$51,000	\$ 20,200	-60.4%			\$ 1,847,249	\$ 1,847,249	\$ 1,929,254	4.4%		
Social Sciences	\$ 843,065	\$843,065	\$ 804,809	-4.5%	\$ 8,950	\$8,950	\$ 79,000	782.7%			\$ 852,015	\$ 852,015	\$ 883,809	3.7%		
Mathematics	\$ 1,192,426	\$1,192,426	\$ 1,251,553	5.0%	\$ 3,965	\$3,965	\$ 1,665	-58.0%			\$ 1,196,391	\$ 1,196,391	\$ 1,253,218	4.7%		
Life Science	\$ 990,289	\$990,289	\$ 1,026,329	3.6%	\$ 73,050	\$73,050	\$ 77,700	6.4%			\$ 1,063,339	\$ 1,063,339	\$ 1,104,029	3.8%		
Hospitality Program	\$ 278,281	\$278,281	\$ 286,581	3.0%	\$ 63,500	\$63,500	\$ 64,200	1.1%			\$ 341,781	\$ 341,781	\$ 350,781	2.6%		
Nursing	\$ 922,560	\$922,560	\$ 923,680	0.1%	\$ 93,500	\$93,500	\$ 92,000	-1.6%			\$ 1,016,060	\$ 1,016,060	\$ 1,015,680	-0.3%		
Psychology, Human Srv & Education	\$ 976,377	\$976,377	\$ 986,079	-1.1%	\$ 6,200	\$6,200	\$ 13,800	122.6%			\$ 982,577	\$ 982,577	\$ 979,879	-0.3%		
Allied Health	\$ 55,400	\$55,400	\$ 88,058	58.9%	\$ 5,700	\$5,700	\$ 5,700	0.0%			\$ 61,100	\$ 61,100	\$ 93,758	53.5%		
Respiratory Care	\$ 268,982	\$268,982	\$ 293,456	9.1%	\$ 14,375	\$14,375	\$ 12,275	-14.6%			\$ 283,357	\$ 283,357	\$ 305,731	7.9%		
Health Information Tech	\$ 66,560	\$66,560	\$ 42,532	-36.1%	\$ 2,450	\$2,450	\$ 1,400	-42.9%			\$ 68,010	\$ 68,010	\$ 43,932	-36.3%		
Medical Assistant/Assisting	\$ 15,903	\$15,903	\$ 23,347	46.8%	\$ 2,175	\$2,175	\$ 1,675	-23.0%			\$ 18,078	\$ 18,078	\$ 25,022	38.4%		
Physical Education	\$ 660,230	\$660,230	\$ 688,139	4.2%	\$ 20,647	\$20,647	\$ 17,337	-16.0%			\$ 680,877	\$ 680,877	\$ 705,476	3.6%		
Corp. & Customized Trng - CCEED	\$ 386,005	\$386,005	\$ 308,317	-20.1%	\$ 12,000	\$12,000	\$ 14,500	20.8%			\$ 398,005	\$ 398,005	\$ 322,817	-18.9%		
Info Tech - Educational Applications	\$ 254,203	\$209,080	\$ 249,654	-1.8%	\$ 353,300	\$353,300	\$ 309,941	-12.3%			\$ 937,503	\$ 892,380	\$ 889,595	-5.1%		
Total Inst w/o Grants & Offsets:	\$ 14,985,377	\$14,940,254	\$ 15,116,400	0.9%	\$ 1,134,412	\$ 1,134,412	\$ 1,241,293	9.4%	\$ 510,000	\$ 510,000	\$ 480,500	-5.8%	\$ 16,629,789	\$ 16,584,666	\$ 16,838,193	1.3%
Total Instruction:	\$ 15,550,037	\$15,593,080	\$ 15,717,680	1.1%	\$ 1,615,412	\$ 1,979,995	\$ 1,755,493	8.7%	\$ 570,000	\$ 689,292	\$ 540,500	-5.2%	\$ 17,735,449	\$ 18,241,367	\$ 18,013,673	1.6%

* Expenses are offset 100% by revenues.

Contractual amounts includes Fringe Benefit costs for grants.

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June 15, 2009

		MVCC 2009 - 10 Operating Budget Request			CONTRACTUAL			EQUIPMENT			TOTAL		
		2008 - 09	2009 - 10	%	2008 - 09	2009 - 10	%	2008 - 09	2009 - 10	%	2008 - 09	2009 - 10	%
		Original	Amended	Chg.	Original	Amended	Chg.	Original	Amended	Chg.	Original	Amended	Chg.
		Budget	Budget		Budget	Budget		Budget	Budget		Budget	Budget	
DEPARTMENT													
Public Service		\$ -	\$ 0	-	\$ 3,000	\$ 3,500	16.7%				\$ 3,000	\$ 3,000	3.500
Library		\$ 544,931	\$ 544,931	2.9%	\$ 422,200	\$ 428,400	1.0%				\$ 967,131	\$ 967,131	986,885
Tutoring Center		\$ 149,281	\$ 149,281	30.1%	\$ 3,000	\$ 2,500	-16.7%				\$ 152,281	\$ 152,281	196,640
Education Technology		\$ 209,460	\$ 254,583	27.3%	\$ 273,544	\$ 309,800	13.3%				\$ 349,260	\$ 394,383	457,044
TOTAL		\$ 903,672	\$ 948,795	13.8%	\$ 565,000	\$ 612,400	8.4%				\$ 1,488,672	\$ 1,513,795	1,640,569
Rome Campus		\$ 437,544	\$ 437,544	9.0%	\$ 26,400	\$ 25,200	-4.5%				\$ 463,944	\$ 463,944	502,103
VP Student Services		\$ 196,881	\$ 196,881	-16.8%	\$ 37,000	\$ 39,500	55.950				\$ 233,881	\$ 236,381	219,804
Counseling		\$ 211,225	\$ 208,725	-1.0%	\$ 10,150	\$ 10,650	4.9%				\$ 221,375	\$ 218,875	219,779
Student Activities		\$ 78,066	\$ 78,066	24.3%	\$ 8,000	\$ 8,900	11.3%				\$ 86,066	\$ 86,066	105,943
Health Center		\$ 75,881	\$ 75,881	2.9%	\$ 4,950	\$ 4,950	25.3%				\$ 80,831	\$ 80,831	84,066
Admissions		\$ 358,012	\$ 358,012	-4.3%	\$ 342,625	\$ 342,625	-26.5%				\$ 424,262	\$ 424,262	391,325
Student Employment		\$ 9,130	\$ 9,130	-100.0%	\$ 1,150	\$ -	-100.0%				\$ 10,280	\$ -	-
Svcs. To Students/Disabilities		\$ 93,330	\$ 93,330	4.5%	\$ 15,150	\$ 15,150	36.825				\$ 108,480	\$ 108,480	134,373
Residence Life		\$ 80,812	\$ 80,812	5.0%	\$ 250	\$ 250	143.1%				\$ 81,062	\$ 81,062	85,127
Child Care		\$ 157,738	\$ 157,738	3.9%	\$ 19,500	\$ 17,500	-10.3%				\$ 177,238	\$ 177,238	181,368
Athletics		\$ 244,428	\$ 244,428	9.9%	\$ 23,800	\$ 23,800	9.2%				\$ 268,228	\$ 268,228	294,595
Career - Job Placement Svc		\$ 52,800	\$ 52,800	9.6%	\$ -	\$ 1,150	10.850				\$ 52,800	\$ 53,950	68,708
Judicial Affairs		\$ -	\$ -		\$ -	\$ 1,000	1.000				\$ -	\$ -	53,548
International Students		\$ -	\$ -		\$ -	\$ 8,550	8.550				\$ -	\$ -	51,650
Recruitment & Outreach		\$ 312,764	\$ 312,764	13.2%	\$ 354,080	\$ 489,802	461,577				\$ 802,566	\$ 802,566	815,637
Registrar		\$ 370,110	\$ 370,110	6.7%	\$ 27,215	\$ 27,215	11,475				\$ 397,325	\$ 397,325	406,562
TOTAL Student Svcs.		\$ 2,240,977	\$ 2,238,477	7.5%	\$ 703,217	\$ 704,427	0.2%				\$ 2,944,194	\$ 2,944,194	3,112,485
VP Administrative Svcs.		\$ 158,239	\$ 158,239	4.0%	\$ 30,750	\$ 37,850	23.1%				\$ 325,634	\$ 325,634	302,380
Finance Office		\$ 720,623	\$ 720,623	4.9%	\$ 134,000	\$ 133,900	-0.1%				\$ 854,623	\$ 854,623	889,476
Financial Aid		\$ 349,801	\$ 349,801	4.6%	\$ 2,900	\$ 2,900	0.0%				\$ 352,701	\$ 352,701	368,778
Office Services		\$ 238,725	\$ 238,725	-1.3%	\$ 553,500	\$ 553,500	0.0%				\$ 792,225	\$ 792,225	789,082
Human Resources		\$ 222,765	\$ 222,765	4.0%	\$ 67,100	\$ 69,400	11.5%				\$ 289,865	\$ 289,865	291,151
Information Tech - Adm Applications		\$ 555,439	\$ 555,439	2.5%	\$ 396,625	\$ 500,821	26.3%				\$ 961,964	\$ 961,964	1,080,419
TOTAL Admin. Svcs.		\$ 2,245,592	\$ 2,245,592	3.4%	\$ 1,184,775	\$ 1,288,371	8.7%				\$ 3,577,012	\$ 3,577,012	3,721,286
College Work Study		\$ 143,482	\$ 143,482	-1.6%	\$ -	\$ -					\$ 143,482	\$ 143,482	141,143
TOTAL - Page 2		\$ 5,971,267	\$ 6,013,890	6.8%	\$ 2,482,392	\$ 2,484,892	6.1%				\$ 146,645	\$ 146,645	110,000
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**Mohawk Valley Community College
Fringe Benefits
2008 - 09 Vs 2009 - 10**

June 15, 2009

	2008 - 09 Adopted	2008 - 09 Amended	2009 - 10 Request	% Change
NYS Teachers Retirement	\$ 250,000	\$ 250,000	\$ 260,000	4.0%
TIAA/CREF Retirement	\$ 1,500,000	\$ 1,500,000	\$ 1,525,000	1.7%
NYS Employees Retirement	\$ 590,000	\$ 590,000	\$ 600,000	1.7%
Social Security	\$ 1,790,000	\$ 1,790,000	\$ 1,790,000	0.0%
Health Insurance	\$ 4,029,700	\$ 4,029,700	\$ 4,300,000	6.7%
Unemployment Compensation	\$ 32,000	\$ 32,000	\$ 50,000	56.3%
Workers Compensations	\$ 165,000	\$ 165,000	\$ 200,000	21.2%
Employee Tuition Waivers	\$ 24,000	\$ 24,000	\$ 25,000	4.2%
Dependent Tuition Waivers	\$ 110,000	\$ 110,000	\$ 110,000	0.0%
Med LTD & Life Insurance	\$ 29,000	\$ 29,000	\$ 30,000	3.4%
Nursing Liability Insurance	\$ 1,000	\$ 1,000	\$ 1,000	0.0%
Compensated Absences - FICA	\$ 5,000	\$ 5,000	\$ 6,000	20.0%
PA Retirement Incentive	\$ 180,000	\$ 180,000	\$ 180,000	0.0%
AMVA Insurance	\$ 5,600	\$ 5,600	\$ 33,000	489.3%
Total Fringe Benefits	\$ 8,711,300	\$ 8,711,300	\$ 9,110,000	4.6%

RENTAL

Bowling Lane	\$ 1,000	\$ 1,000	\$ 1,000	0.0%
Golf Course	\$ 1,000	\$ 1,000	\$ 1,000	0.0%
Ice Rental	\$ 15,000	\$ 15,000	\$ 15,000	0.0%
Tennis Court Rental	\$ 1,000	\$ 1,000	\$ 1,000	0.0%
Indoor Baseball	\$ 3,000	\$ 3,000	\$ 3,000	0.0%
Room Rental	\$ 27,100	\$ 27,100	\$ 27,100	0.0%
Rental Other	\$ 52,900	\$ 52,900	\$ 52,900	0.0%
Total Rentals	\$ 101,000	\$ 101,000	\$ 101,000	0.0%

**Mohawk Valley Community College
Grants Adopted Versus Amended
2008 - 09**

June 15, 2009

	Personal Services	Equipment	Contractual	Fringe Benefits	Total
2008 - 09 Adopted Budget:	\$ 313,500	\$ 60,000	\$ 21,500	\$ 55,000	\$ 450,000
2008 - 09 Amended Budget:					
Health Care & Other HRSA	\$ -	\$ 550	\$ -	\$ -	\$ 550
Nanoscale Mfg Curric SUNY Buf-NSF	\$ 10,670	\$ -	\$ 33,251	\$ 3,500	\$ 47,421
IAGT Trg Module Prototype	\$ 4,901	\$ 479	\$ 1,305	\$ 789	\$ 7,474
Challenge College Alco Abuse, Yr 4	\$ -	\$ -	\$ 24,094	\$ -	\$ 24,094
Equip Airframe & PP School, CCAP	\$ -	\$ 8,186	\$ -	\$ -	\$ 8,186
Diversity Honors School - SUNY	\$ -	\$ -	\$ 7,600	\$ -	\$ 7,600
FY 09 Library Collection aid - SUNY	\$ -	\$ -	\$ 8,764	\$ -	\$ 8,764
FY 09 CSTEP Award	\$ 45,963	\$ -	\$ 48,970	\$ 17,602	\$ 112,535
Instr Lab Nanoscale, SUNY-NSF	\$ 18,111	\$ 35,910	\$ 22,148	\$ 6,882	\$ 83,051
FY Sci & Tech Entry - STEP	\$ 43,193	\$ -	\$ 51,709	\$ 1,632	\$ 96,534
Upward Bound	\$ 148,590	\$ -	\$ 94,065	\$ 59,354	\$ 302,009
Learning Center - VATEA	\$ 54,238	\$ -	\$ 3,846	\$ 22,668	\$ 80,752
Engineering Tech & Trades - VATEA	\$ -	\$ 86,000	\$ -	\$ -	\$ 86,000
Health Serv Retention - VATEA	\$ 43,000	\$ 28,167	\$ 3,150	\$ 12,635	\$ 86,952
One-Stop Career Counseling - VATEA	\$ 33,000	\$ -	\$ 3,484	\$ 12,635	\$ 49,119
Total	\$ 401,666	\$ 159,292	\$ 302,386	\$ 137,697	\$ 1,001,041

**Mohawk Valley Community College
Insurance**

	2008 - 09 Adopted	2008 - 09 Amended	2009 - 10 Request	% Change
Boiler & Machinery	\$ 6,000	\$ 6,000	\$ 5,000	-16.7%
Commercial	\$ 230,000	\$ 230,000	\$ 235,000	2.2%
Automobile	\$ 21,000	\$ 21,000	\$ 21,000	0.0%
Other	\$ 8,000	\$ 8,000	\$ 8,000	0.0%
Total	\$ 265,000	\$ 265,000	\$ 269,000	1.5%

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Mohawk Valley Community College
08 - 09 Adopted vs. 08 - 09 Amended

June 15, 2009	2008 - 09 Adopted	2008 - 09 Amended	Change
Instruction	\$ 17,735,449	\$ 18,241,367	\$ 505,918
Public Service	\$ 3,000	\$ 3,000	\$ -
Library & Media	\$ 1,468,672	\$ 1,513,795	\$ 45,123
Rome Campus	\$ 463,944	\$ 463,944	\$ -
Student Services	\$ 2,944,194	\$ 2,944,194	\$ -
Administrative Services	\$ 3,577,012	\$ 3,577,012	\$ -
College Work Study	\$ 143,482	\$ 143,482	\$ -
Maintenance & Security	\$ 5,638,455	\$ 5,638,455	\$ -
President & Administrative	\$ 1,810,634	\$ 1,810,634	\$ -
Rental	\$ 101,000	\$ 101,000	\$ -
Insurance	\$ 265,000	\$ 265,000	\$ -
Other Institutional	\$ 555,000	\$ 555,000	\$ -
Employee Benefits	\$ 8,711,300	\$ 8,711,300	\$ -
Grand Total	\$ 43,417,142	\$ 43,968,183	\$ 551,041
Personal Services	\$ 25,498,143	\$ 25,583,809	\$ 85,666
Equipment	\$ 716,645	\$ 815,937	\$ 99,292
Contractual	\$ 8,491,054	\$ 8,857,137	\$ 366,083
Employee Benefits	\$ 8,711,300	\$ 8,711,300	\$ -
Grand Total	\$ 43,417,142	\$ 43,968,183	\$ 551,041

**Mohawk Valley Community College
Historical Comparison
Sponsor Appropriation**

June 15, 2009

	Sponsor Contribution	Increased Amount	% Increase
1998 - 99	\$4,457,535	\$ 40,000	0.91%
1999 - 00	\$4,930,061	\$ 472,526	10.60%
2000 - 01	\$4,980,061	\$ 50,000	1.01%
2001 - 02	\$5,315,059	\$ 334,998	6.73%
2002 - 03	\$ 5,812,059	\$ 497,000	9.35%
2003 - 04	\$ 5,862,059	\$ 50,000	0.86%
2004 - 05	\$ 6,362,059	\$ 500,000	8.53%
2005 - 06	\$ 6,462,059	\$ 100,000	1.57%
2006 - 07	\$ 6,862,059	\$ 400,000	6.18%
2007 - 08	\$ 7,068,059	\$ 206,000	3.00%
2008 - 09	\$ 7,280,100	\$ 212,041	3.00%
2009 - 10	\$ 7,280,100	\$ -	0.00%

**Mohawk Valley Community College
Historical Comparison
Fund Balances**

June 15, 2009

Fiscal Yr.	Total Appropriations	% Increase	Fund Balance at End of Fiscal Year	Amount Appropriated	Unapprop. Balance	Unapprop. Balance as a % of Opr Budget	Minimum Recommend Bal 5% of Total Appropriations
August 31, 1998	\$ 27,004,458	-0.02%	\$ 1,306,637	\$1,300,000	\$6,637	0.02%	\$1,350,223
August 31, 1999	\$ 27,563,668	2.07%	\$ 1,100,109	\$1,059,474	\$40,635	0.15%	\$1,378,183
August 31, 2000	\$ 28,443,761	3.19%	\$ 1,030,989	\$1,149,978	(\$118,989)	-0.42%	\$1,422,188
August 31, 2001	\$ 30,096,695	5.81%	\$ 118,115	\$800,000	(\$681,885)	-2.27%	\$1,504,835
August 31, 2002	\$ 31,105,667	3.35%	\$ 263,432	-	\$263,432	0.85%	\$1,555,283
August 31, 2003	\$ 32,640,102	4.93%	\$ 1,170,092	\$ 434,103	\$735,989	2.25%	\$1,632,005
August 31, 2004	\$ 35,123,246	7.61%	\$ 1,950,693	\$ 1,402,868	\$547,825	1.56%	\$1,756,162
August 31, 2005	\$ 36,458,478	3.80%	\$ 1,989,256	\$ 1,040,000	\$949,256	2.60%	\$1,822,924
August 31, 2006	\$ 37,940,000	4.06%	\$ 3,545,798	\$ 842,850	\$2,702,948	7.12%	\$1,897,000
August 31, 2007	\$ 39,618,571	4.42%	\$ 4,676,914	\$ 1,840,152	\$2,836,762	7.16%	\$1,980,929
August 31, 2008	\$ 41,433,478	4.58%	\$ 6,154,813	\$ 2,125,000	\$4,029,813	9.73%	\$2,071,674
August 31, 2009	\$ 45,072,818	8.78%	\$ 6,000,000 *	\$ 3,000,000	\$3,000,000	6.66%	\$2,253,641

* Projected

64.

**Mohawk Valley Community College
Budget Vs Projected FTE's
June 15, 2009**

	Budgeted FTE's 2008 - 09	Projected FTE's 2008 - 09	Difference
Fall			
Full Time	1,894.1	1,971.1	77.1
Part Time	367.1	383.6	16.5
Spring			
Full Time	1,733.3	1,827.6	94.3
Part Time	383.3	392.2	8.9
Summer			
Part Time	204.2	225.5	21.3
Totals:	4,582.0	4,800.0	218.0

65-

Mohawk Valley Community College
FTE's
2008 - 09 Budget Vs. 2009 - 10 Budget

June 15, 2009

	Budgeted FTE's 2008 - 09	Budgeted FTE's 2009 - 10	Difference
Fall			
Full Time	1,894.1	1,971.1	77.1
Part Time	367.1	383.6	16.5
Spring			
Full Time	1,733.3	1,827.6	94.3
Part Time	383.3	392.2	8.9
Summer			
Part Time	204.2	225.5	21.3
Totals:	4,582.0	4,800.0	218.0

66.

**Mohawk Valley Community College
2009 - 10 Enrollment Projections**

		June 15, 2009		%		%		%	
		Actual	Actual	06 - 07 to	Budgeted	07 - 08 to	2009 - 10	08 - 09 to	
		2006 - 07	2007 - 08	07 - 08	2008 - 09	08 - 09	Budget	09 - 10	
				Chg.		Chg.		Chg.	
Full Time Headcount									
Full		3,717	3,766	1.32%	3,766	0.00%	3,908	3.77%	
Spring		3,289	3,392	3.13%	3,475	2.45%	3,629	4.43%	
Full Time Credit Hours									
Full		56,015.0	56,822.0	1.44%	56,822.0	0.00%	59,134.0	4.07%	
Spring		49,866.0	50,686.0	1.64%	52,000.0	2.59%	54,829.0	5.44%	
Part Time Headcount									
Full		2,178	2,278	4.59%	2,278	0.00%	2,250	-1.23%	
Spring		2,222	2,282	2.70%	2,350	2.98%	2,400	2.13%	
Summer & Intersession		1,174	1,239	5.54%	1,174	-5.25%	1,240	5.62%	
Part Time Credit Hours									
Full		10,661.5	11,013.5	3.30%	11,013.5	0.00%	11,508.0	4.49%	
Spring		10,818.9	11,005.5	1.72%	11,500.0	4.49%	11,766.0	2.31%	
Summer & Intersession		6,120.5	6,475.5	5.80%	6,120.5	-5.5%	6,763.5	10.51%	
Total Cr. Hrs		133,481.9	136,002.5	1.89%	137,456.0	1.07%	144,000.5	4.76%	
Total FTE's		4,449.4	4,533.4	1.89%	4,581.9	1.07%	4,800.0	4.76%	

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

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

ADMINISTRATION

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

7N2009-314

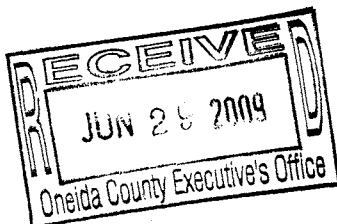
PUBLIC HEALTH

WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
2009 JUL -8 AM 8:43

June 18, 2009

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



Dear Mr. Picente:

Attached are three (3) copies of an agreement between Oneida County through its Health Department and the Family Nurturing Center of Central New York, Inc.

Oneida County Health Department is the lead agency, in partnership with the Family Nurturing Center of Central New York for this national home visiting program. To achieve the goals of preventing child abuse and neglect, promotion of optimal child health and development, and enhanced parental self-sufficiency, services are initiated prenatally or until the newborn is 90 days old. After assessment, visits are structured to be intensive in nature and designed to assist overburdened families. Home visits can last up to five (5) years, or until a child enters preschool, Head Start or Kindergarten. This program is offered throughout Oneida County. In 2008, 3,634 home visits were completed, with 999 visits attempted to be made. Total screenings/referrals to the program were 2,062. The term of this agreement shall become effective on July 1, 2009 and remain in effect until June 30, 2010. The New York State Office of Children and Family Services support this program in the amount of \$698,956. Special Fiscal Requirements have been identified in section 5. This program is 100% state funded.

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

Feel free to contact me should you require additional information.

Sincerely,

A handwritten signature in cursive script, appearing to read "Daniel W. Gilmore".

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

attachments
ry

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

A handwritten signature in cursive script, appearing to read "Anthony J. Picente, Jr.". Below the signature is a horizontal line.

Anthony J. Picente, Jr.
County Executive

Date 7/6/09

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Family Nurturing Center of Central New York, Inc.

NAME AND ADDRESS OF VENDOR: Family Nurturing Center of Central N.Y.
209 Elizabeth Street
Utica, New York 13501

VENDOR CONTACT PERSON: Donna Elefante, Executive Director

DESCRIPTION OF CONTRACT: To follow the guidelines and rules dictated by the State Office for Children and Family Services for the implementation of Healthy Families of Oneida County.

SUMMARY STATEMENTS: The Health Department is the lead agency, in partnership with the Family Nurturing Center of Central New York (FNC), for this national home visiting program. To achieve the goals of preventing child abuse and neglect, promotion of optimal child health and development, and enhanced parental self-sufficiency, services are initiated prenatally or until the newborn is 90 days old. Home visits can last up to five years, or until a child enters preschool, Head Start, or kindergarten.

PREVIOUS CONTRACT YEAR: July 1, 2008 through June 30, 2009
TOTAL: \$701,000

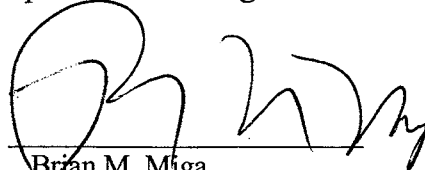
THIS CONTRACT YEAR: July 1, 2009 through June 30, 2010
TOTAL: \$698,956

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

FUNDING SOURCE: Contract \$698,956 A4090.4951
Less Revenues: -0-
State Funds \$698,956
County Dollars – Previous Contract \$-0-
County Dollars – This Contract \$-0-

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

DATE: May 15, 2009

Contract Reviewed By: 
Brian M. Miga
Assistant County Attorney

Date: 6-2-09

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

July 2, 2009

7N 2009-315

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

INTERNAL AFFAIRS

WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
2009 JUL - 8 AM 8:39

Dear Mr. Picente:

On Thursday, June 25, 2009, the Oneida County Finance Department received bids on various tax delinquent properties. Attached, please find a list of the highest bid offers received that evening. Between the February 12, 2009 auction and this auction, we were able to collect more than \$450,000.00 in delinquent taxes.

We would also like to personally thank the county maintenance staff, the Sheriff's Department for providing security, Ken Fanelli for preparing a public service announcement, and County Legislator Les Porter who generously donates his time as auctioneer.

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 Picente, Jr.
County Executive

Date 7/6/09

AC/bad

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

70.

June 25, 2009
Auction Properties

BID #	NAME	SWISS	TAX NUMBER	CD	TOWN/CITY	ADDRESS	Paddle	BIDDER	Bid Amt	Taxes Due
09-02-43	Wilczak, Sophie	6003	323.012-1-35.3	PI	V VERNON/VERNON	5277 Cooper St	3	Buckley, Carrie A	10,000	18,011.40
09-02-14	Jacobson, Marie	5489	404.000-2-27	QG	SANGERFIELD	Gorton Lake Rd	19	Crumb, Alan	350	6,630.44
09-02-32	Semenyuta, Pavel	4889	317.013-3-26	TN	NEW HARTFORD	Liberty Ave	11	Buck Construction	1,800	2,445.85
09-02-12	Grzesik, Richard	1600	318.041-2-36	QA	UTICA	466 470 Columbia St	44	Sanita, Ernie	100	2,057.12
09-02-02	American Tax Funding	1600	319.009-2-21	OA	UTICA	711 Catherine St	8	Torres, George	700	2,007.91
09-02-37	Tuzzolino, Salvatore F	4889	330.019-1-27	TZ	NEW HARTFORD	204 Valley View	24	Glen Acres Corp	33,000	4,918.80
09-02-09	Engler, James A	5289	142.002-5-73	SZ	REMSEN	Kanoaloka	28	Roberts, Kenneth E	100	1,052.60
09-02-13	Hassan, Ali M	1600	318.059-4-49	YG	UTICA	421 Rutger St	10	Grol, Rahimjan Bahht	500	4,045.71
09-02-42	Wiggins, Douglas A	5289	142.002-5-7	RB	REMSEN	Susquhannah St	52	McNally, Laura	1,250	3,201.09
09-02-22	Maldonado, Jesus	5289	142.002-6-5	QF	REMSEN	Narragansett	28	Roberts, Kenneth E	400	909.97
09-02-46	Yonkers, Clement A	5289	103.000-2-9	OW	REMSEN	10865 Commons Rd	63	Shields, Kevn	4,700	8,340.39
09-02-21	Loucks, Richard	3600	245.002-2-11	JP	FLOYD	7283 Ritchie Rd	41	Pianella, Thomas	1,100	8,757.50
09-02-33	Smith, Evelyn	3200	250.000-1-35	KI	DEERFIELD	7169 St Rt 8				994.41
09-02-33	Smith, Roy J	3200	250.000-1-34	JP	DEERFIELD	7169 St Rt 8	69	Abidib, George	2,300	994.41
09-02-27	Panaro, Frank J Life U	1600	319.080-2-4	OB	UTICA	Lansing St.	30	Devane, Fanny	100	406.16
09-02-30	Riordan, Patrick	5600	138.000-1-18.3	QK	STEUBEN	Dole Rd	4	Blazer, Robert	800	1,817.63
09-02-35	Stromick, Joseph Life	1600	318.048-2-37	TZ	UTICA	706 Stevens St	57	Ivick, Kovlevich	500	4,226.86
09-02-10	Falzone, Joseph	5600	158.000-1-33	MF	STEUBEN	9225 Jones Rd	49	Johnson, Russel D	34,000	18,503.58
09-02-06	Claeys, Michael	7005	317.008-1-22	NX	V YORKVILLE/WHITEST	1024 Champlain Ave				26,568.18
09-02-06	Claeys, Michael	7005	317.008-1-23	OQ	V YORKVILLE/WHITEST	1026 Champlain Ave	66	Adsit, Scott	51,000	17,936.22
09-02-07	Cotto, John R SR	1600	318.074-1-1	MI	UTICA	1225 Steuben St	51	Baquero, Jessica	400	2,465.23
09-02-15	Jasek, Bernard	1600	318.073-2-4	OR	UTICA	106 Leah St	30	Devane, Fanny	100	338.78
09-02-28	Pizzimenti, Paul P	3200	294.013-1-9.1	QL	DEERFIELD	Domser Dr	38	Tomaszewski, Kazim	500	891.12
09-02-44	Wm. Speciality	2201	381.019-3-19	TI	V ORISKANY FALLS/AU	114-116 Broad St Ss	22	Kilts, David L	4,200	26,004.44
09-02-40	Vullo, Vincent	6200	311.000-2-24.13	MP	VERONA	Town Line Rd	30	Devane, Fanny	200	820.85
09-02-38	Valley Used Steel LLC	4889	349.016-1-17.3	XW	NEW HARTFORD	Bleachery Ave	70	Fort, Kenneth	500	13,821.26
09-02-24	Marrone, Rose	7005	318.005-9-8	UU	V YORKVILLE/WHITEST	2139 Whitesboro St	57	Ivick, Kovlevich	2,750	19,055.27
09-02-18	Kistner, Randy	7003	305.009-5-71	SC	V WHITESBORO/WHITE	Orchard Ct	27	Foley Builders, Inc	200	31,850.91
09-02-23	Malecki, Bernard F	7089	317.005-4-2	PL	WHITESTOWN	46 Cedarbrook Cresc	23	Lestina Beach Rd Re	47,000	19,640.58
09-02-36	Sykes, Wayne K JR	2000	185.000-2-67	QL	ANNSVILLE	Fox Fire	60	Limestone Ridge, LLC	16,000	23,102.06
09-02-19	Lamandia, Jeff	6800	288.000-1-31.3	OX	WESTMORELAND	Eureka Rd	11	Buck Construction	16,500	4,400.60

71.

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

RECEIVED
ONEIDA COUNTY LEGISLATURE
2009 JUL - 8 AM 8:45

June 29, 2009

7N2009-316

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

**INTERNAL AFFAIRS
WAYS & MEANS**

Dear Mr. Picente:

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

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

<u>NUMBER</u>		<u>AMOUNT</u>
1	REFUND	\$ 125.63
11	CORRECTIONS	\$ 5,242.46

Sincerely,

Anthony Carvelli
Commissioner of Finance

AC:kp
Enclosure

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

Anthony J. Picente, Jr.
County Executive

Date 7/6/09

REAL PROPERTY TAX SERVICE		ERRONEOUS ASSESSMENTS				DATE	6/23/2009		
TOWN/CITY	YEAR	NAME	TAX MAP NUMBERS	UNPAID TAX	AMOUNT CANCEL	TAX PAID	AMOUNT REFUND	CORRECT	AMOUNT TO "0"
TRENTON	2009	JAMES H. JOSLIN	159.011-1-23	\$ 111.11	\$ 111.11	\$ 502.50	\$ 125.63	\$ 376.87	\$0.00
AUGUSTA	2009	VILLAGE OF ORISKANY FALLS	381.019-2-34.2	\$ 994.50	\$ 769.69			\$ -	\$0.00
LEE	2009	CYNTHIA & RON CRILL	171.000-2-30	\$ 1,113.40	\$ 838.96			\$ 224.81	\$0.00
LEE	2009	ALFRED & MARY DAWSON	188.001-3-62.8	\$ 155.49	\$ 155.49			\$ 274.44	\$0.00
VIENNA	2004	MARGARET GRASS	180.000-1-12.2	\$ 177.34	\$ 37.19			\$ -	\$0.00
VIENNA	2009	WILLIAM SHAUGHNESSY	217.000-1-89.3	\$ 280.82	\$ 280.82			\$ 140.15	\$0.00
VIENNA	2009	SUSAN PICCOLO	237.000-1-5.3	\$ 34.54	\$ 34.54			\$ -	\$0.00
WESTMORELAND	2008	WESTMORELAND CENTRAL SCHOOL	302.004-2-29	\$ 1,940.29	\$ 1,940.29			\$ -	\$0.00
WESTMORELAND	2008	WESTMORELAND CENTRAL SCHOOL	315.000-1-1.1	\$ 36.48	\$ 36.48			\$ -	\$0.00
WESTMORELAND	2008	WESTMORELAND CENTRAL SCHOOL	315.000-1-1.4	\$ 20.98	\$ 20.98			\$ -	\$0.00
WHITESTOWN	2009	VINCENT & MARY CLEMENTE	305.014-1-25	\$ 1,016.91	\$ 1,016.91			\$ -	\$0.00
WHITESTOWN	2009	VINCENT & MARY CLEMENTE	305.014-1-26	\$ 1,016.91	\$ 1,016.91			\$ -	\$0.00
TOTAL				\$5,242.46	\$5,242.46		\$125.63		

73.

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

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

ADMINISTRATION

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

July 8, 2009

7N 2009-317

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

**PUBLIC HEALTH
WAYS & MEANS**

RECEIVED
ONEIDA COUNTY LEGISLATURE
2009 JUL 10 AM 9:56

Dear Mr. Picente:

Attached are three (3) copies of an agreement between Oneida County through its Health Department and Cornell Cooperative Extension of Oneida County.

As you are aware, the Women, Infants and Children Program (WIC) helps to improve the nutrition and health status of eligible pregnant, postpartum, and breastfeeding women, infants and children up to age five in New York State. Cornell Cooperative Extension of Oneida County has indicated a willingness to realign its current operation to provide the WIC Program with management personnel with the requisite education and experience to fulfill the WIC Program Coordinator role and supervise the WIC Program and staff through a subcontract with the Oneida County Health Department. The term of this agreement shall become effective August 1, 2009 and remain in effect until September 30, 2014. Reimbursement is through NYS DOH and is 95% federally and 5% NYS funded.

Under the terms of this agreement, all health department employees currently employed at WIC are expected to continue as Health Department employees.

In an effort to conduct a smooth transition, we respectfully request this agreement be placed before the Ways & Means Committee and the Board of Legislators meeting on July 15, 2009 for consideration. This contract is a companion agreement to Docket Number 221, a Memorandum of Understanding between Cornell Cooperative Extension, approved by the Public Health Committee on May 19, 2009, approved by the Ways & Means Committee on May 27, 2009, and approved by the full board on June 10, 2009.

If this meets with your approval, please forward to the Board of Legislators. Feel free to contact me should you require additional information.

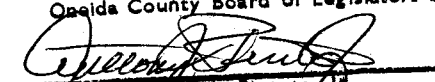
Sincerely,



Daniel W. Gilmore, Ph.D.
Acting Public Health Director

attachments
ry

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


Anthony J. Picente, Jr.
County Executive

Date 7/10/09

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Cornell Cooperative Extension of Oneida County

NAME AND ADDRESS OF VENDOR: Cooperative Extension of Oneida County
121 Second Street
Oriskany, New York 13424

VENDOR CONTACT PERSON: Ronald A. Bunce, LMSW
Executive Director

DESCRIPTION OF CONTRACT: For the provision of enhancing WIC program management, staff and client education.

SUMMARY OF STATEMENTS: The WIC Program helps to improve the nutrition and health status of eligible pregnant, postpartum, and breastfeeding women, infants and children up to age five in New York State. Cooperative Extension of Oneida County has indicated a willingness to realign its current operation to provide the WIC program with personnel who have the requisite education and experience and who will meet the criteria for approval by the New York State Department of Health to fulfill the duties of the WIC Program Educator.

PREVIOUS CONTRACT YEAR: New Contract
TOTAL:

THIS CONTRACT YEAR: August 1, 2009 and remain in effect through September 30, 2014.

TOTAL: Not to exceed \$95,035 per contract year.

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

<u>FUNDING SOURCE:</u> Contract	A4082.495	*\$95,035
Less Revenues:		-0-
State/Federal Funds:		\$95,035 (95% federally funded and 5% NYS funded)
County Dollars – Previous Contract		New Contract
County Dollars – This Contract		-0-

*\$3,559 per pay period to be pro-rated on start date

SIGNATURE: Daniel W. Gilmore, Ph.D.
Acting Public Health Director

DATE: July 9, 2009

75

Oneida County Department of Public Works

ANTHONY J. PICENTE, JR.
County Executive

JOHN J. WILLIAMS
Commissioner

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

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

7N 2009-318

July 1, 2009

PUBLIC WORKS

WAYS & MEANS

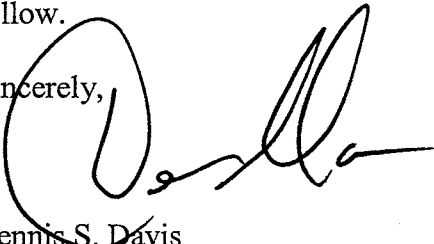
Hon. Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

Dear County Executive Picente,

Attached is a copy of a roadside ditching agreement for consideration and approval with various towns in Oneida County. These agreements are an effort to utilize existing resources to accomplish a common goal. The agreement shows the range of an hourly rate of between \$225.00 and \$275.00 per hour with an estimated amount of \$13,500.00 and a not to exceed maximum amount of \$16,500.00. There are a few towns that will utilize the Shared Services Agreement with a combined town/county crew and no monetary exchange.

If you concur with this request, kindly forward to the Public Works and Ways and Means Committees to review as their schedules permit, with presentation to the Board of Legislators to follow.

Sincerely,



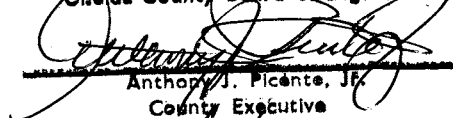
Dennis S. Davis
Deputy Commissioner
Highways, Bridges and Structures

On behalf of John J. Williams
Commissioner

Attach.

cc: Thomas Keeler - Budget Director
Joseph Timpano - Comptroller

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



Anthony J. Picente, Jr.
County Executive

Date 7/1/09

2009 JUL -9 PM 2:51
RECEIVED
ONEIDA COUNTY LEGISLATURE

76.

Oneida County Department: Public Works

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators Contract Summary

Name of Proposing Organization: Various Municipalities in Oneida County

Title of Activity or Service: 2009 Roadside Ditching Agreements

Client Population/Number to be Served: N/A

Summary Statements:

1) Narrative Description of Proposed Services: Utilize existing resources to accomplish a common goal. The agreement shows the range of an hourly rate of between \$225.00 and \$275.00 with an estimated amount of \$13,500 and a not to exceed maximum amount of \$16,500.

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

3) Program Design and Staffing Level: N/A

Total Funding Requested: \$205,500.00

Oneida County Department Funding Recommendation: Account # D5110

Proposed Funding Source: Federal _____ State \$ _____ County X _____

Cost Per Client Served: N/A

Past Performance Data: N/A

Oneida County Department Staff Comments:

ROADSIDE DITCHING AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 20__ by and between the County of Oneida, hereinafter referred to as "County" acting through Dennis S. Davis, Deputy Commissioner, Oneida County DPW, and the Town of _____ County of Oneida, State of New York, hereinafter referred to as "Town"

WITNESSETH

That for the consideration and upon the terms and conditions hereinafter provided, the Town agrees to furnish some machinery and labor to the County for the purpose of providing the County with roadside ditching services to keep Right of Way portions of the highway ditched in accordance with the rules and regulations as set forth by the County, which rules and regulations are attached herewith and made a part hereof this agreement for the construction season dating from April 2009 through December 2009.

It is further agreed that the governing board of said Town, by resolution, accepts the following proposal of the County of Oneida for roadside ditching on the improved County Road System of said Town for the consideration appearing in the "Additions" below. The Town agrees to expend up to 60 hours, upon the terms and conditions hereinafter provided, to ditch county roads within the Town of _____ and the County agrees to reimburse the Town of _____ for its labor and its equipment use at the rates as listed below, the total cost not to exceed \$16,500.00(\$275/hour).

The Town agrees to indemnify and hold harmless the County from any property damage and personal injury, including death, which is caused by the Town's negligent performance under the terms of this Agreement and shall at all times maintain the necessary insurance coverage to provide such indemnification to the County

ADDITIONS

The Town shall ditch County roadsides as specified below:

- 1. The County will designate the areas to be cleaned.
- 2. The hourly rates shall be as follows:
 - A. gradall, 2- single axle trucks, flag-person and operators \$250 per hour.
 - B. gradall, 1- tandem, 1- single axle trucks, flag-person and operators \$260 per hour.
 - C. gradall, 2- tandem axle trucks, flag-person and operators \$275 per hour.
 - D. gradall, 2- tandem axle trucks and operators \$250 per hour.
 - E. gradall, 2- single axle trucks and operators \$225 per hour.

IN WITNESS WHEREOF, the County and the Town, through their authorized representatives, place their signatures on this agreement on the day and date first above written.

COUNTY OF ONEIDA

TOWN OF

BY: _____
Deputy Commissioner
Oneida County DPW

BY: _____
Supervisor

BY: _____
Highway Supt.

COUNTY OF ONEIDA

BY: _____
County Executive

Approved As To Form
ONEIDA COUNTY ATTORNEY

By _____

TOWN	Contract	Est. Hours	Agreement	Est. Cost
ANNSVILLE	Yes	60	Payment, 275	\$ 16,500.00
AUGUSTA	NO	0		\$ -
AVA	Sh. Ser.	40	use Co. Gradall	
BOONVILLE			use Co. Gradall	\$ -
BRIDGEWATER	Yes	60	Payment, 225	\$ 13,500.00
CAMDEN	Yes	60	Payment, 275	\$ 16,500.00
DEERFIELD	NO	0		\$ -
FLORENCE	Yes	60	Payment, 225	\$ 13,500.00
FLOYD	NO	0		\$ -
FORESTPORT	NO			\$ -
KIRKLAND	Yes	80	swap-stripe 2008	-
LEE		0		\$ -
MARCY	Yes	60	Payment, 275	\$ 16,500.00
MARSHALL	Yes	60	Payment, 275	\$ 16,500.00
NEW HARTFORD	Yes	60	Striping	-
PARIS	Yes	60	Payment, 225	\$ 13,500.00
REMSEN	Yes	60	Payment, 275	\$ 16,500.00
ROME	Yes	60	Payment, 275	\$ 16,500.00
SANGERFIELD	Yes	60	Payment, 275	\$ 16,500.00
STEUBEN	Sh. Ser.	40	use Co. Gradall	-
TRENTON	NO	0		\$ -
VERNON	NO	0		\$ -
VERONA	Yes	60	Payment, 275	\$ 16,500.00
VIENNA	Yes	60	Payment, 275	\$ 16,500.00
WESTERN	Sh. Ser.	40	use Co. Gradall	
WESTMORELAND	Yes	60	Payment, 275	\$ 16,500.00
WHITESTOWN	NO	0		
TOTAL		1040		\$ 205,500.00
WEEKS		26		

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

FN 2009-319

W. VERNON GRAY, III
Commissioner of Aviation

July 7, 2009

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

AIRPORT WAYS & MEANS

Airport Access Road
C&S Engineers – Constr. Obs. and Administration
H - 339 Redevelopment of Griffiss Airfield

Dear County Executive Picente,

The Board of Legislators approved on September 26, 2007 an agreement with C&S Engineers for the design of the Airport Access Road (F.N. 2007-341, Res. No. 257). Now, following notification of a grant award from the Federal Aviation Administration, the Department of Aviation is submitting for approval a Cost plus Fixed Fee Consultant Agreement with C&S Engineers, Inc., for the Construction Observation and Administration of the Airport Access Road Project. The maximum amount payable under this agreement is \$165,767.00. Construction cost is estimated at \$1,400,000.00. The County Board of Acquisition and Contract approval was received on June 24, 2009.

FAA and the Oneida County Board of Legislators (F.N.2006-350, Res. No. 318) have approved C&S Engineers, Inc. as Oneida County's designated Airport Consultant for a term ending September 31, 2009.

The Department of Aviation therefore recommends acceptance of the agreement from C&S Engineers for \$165,767.00 to provide Construction Observation & Administration Services associated with the Airport Access Road project. This is subject to an independent fee estimate determining the fee as reasonable. The FAA grant is provided under the Airport Improvement Program's Military Airport Program which will provide 95% Federal (\$157,478.65) and 2.5% State (\$4,144.17) participation with 2.5% local (\$4,144.18), H-339.

Please consider the enclosed agreement with C&S Engineers and if acceptable present to the Oneida County Board of Legislators for approval. Should you have any question, please contact me. Thank you.

Sincerely,

W. Vernon Gray III
W. Vernon Gray, III
Commissioner

wfa
attach.

RECEIVED
ONEIDA COUNTY LEGISLATURE
2009 JUL -9 PM 2:51

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

Date 7/9/09

80.

Oneida County Department: Aviation

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators Contract Summary

Name of Proposing Organization: C&S Engineers, Inc.

Title of Activity or Service: **Consultant**

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

Summary Statements:

1) Narrative Description of Proposed Services:

Construction Observation & Administration for Airport Access Road

2) Program/Service Objectives and Outcomes:

Redevelopment of Griffiss Airfield for aviation and economic development purposes.

3) Program Design and Staffing Level:

N/A

Total Funding Requested: **\$165,767.00**

Oneida County Department Funding Recommendation: **\$ 4,144.18**

Account # **H-339**

Proposed Funding Source: Federal \$157,478.65 State \$4,144.17 County \$4,144.18

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

Past Performance Data: **N/A**

Oneida County Department Staff Comments: Approved by Acquisition & Contract 6/24/09.

COST PLUS FIXED FEE

CONSULTANT AGREEMENT

FOR

CONSTRUCTION OBSERVATION & ADMINISTRATION

OF THE

AIRPORT ACCESS ROAD PROJECT

AT

GRIFFISS INTERNATIONAL AIRPORT

ONEIDA COUNTY, NEW YORK

FAA AIP NO. 3-36-0119-__-__

NYSDOT NO. 2905. __

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**COST PLUS FIXED FEE CONSULTANT AGREEMENT
FOR
CONSTRUCTION OBSERVATION & ADMINISTRATION**

**PROJECT: Airport Access Road
Griffiss International Airport**

This Agreement, made effective this _____ day of _____, 2009, is by and between the County of Oneida, a New York municipal corporation, having an address at 800 Park Avenue, Utica, New York 13501 (hereinafter referred to as the "SPONSOR"), and C&S Engineers, Inc., a New York business corporation having its principal offices at 499 Col. Eileen Collins Boulevard, Syracuse, New York 13212 (hereinafter referred to as the "CONSULTANT").

WITNESSETH: That the SPONSOR and the CONSULTANT, for and in consideration of the mutual obligations set forth herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, agree as follows:

ARTICLE 1—DESCRIPTION OF SERVICES TO BE PERFORMED

The SPONSOR hereby retains the CONSULTANT because of its ability and reputation, and the CONSULTANT accepts such retention, to perform for the SPONSOR the services of the Project more particularly described in Schedule "A", which is attached hereto and made a part hereof (the "Basic Services"). The SPONSOR's resolution or other authorization for retaining the CONSULTANT is attached hereto and made a part hereof as Schedule "E". The SPONSOR has completed, a "Certification for Selection of Consultant" in connection with the execution of this Agreement, a copy of which is attached hereto and made a part hereof as Schedule "D".

ARTICLE 2—PROVISION FOR PAYMENT – TIME FOR PERFORMANCE

A. Basis for Payment—The SPONSOR shall pay the CONSULTANT, and the CONSULTANT shall accept, as full compensation for the performance by the CONSULTANT of the Basic Services under this Agreement, the following:

Item I: Direct Technical Salaries of all employees assigned to the Project on a full-time basis for all or part of the term of this Agreement, plus properly allocable partial salaries of all employees working part-time on the Project, all subject to audit. Overtime in accordance with the terms of this Agreement shall be charged under this Item.

The cost of Principals' salaries (or allowable portion thereof) included in Direct Technical Salaries during the period that they are working specifically on the Project (productive time) are eligible if their comparable time is also charged directly to other projects in the same manner. Otherwise, Principals' salaries are only eligible as an overhead cost.

Item II—Actual Direct Nonsalary Costs incurred during the term of this Agreement, as defined in Schedule "B", which is attached hereto and made a part hereof, all subject to audit.

Item III—Overhead Allowance based on agreed upon overhead during the term of this Agreement, as set forth in Schedule "C", which is attached hereto and made a part hereof.

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Item IV—Fixed Fee—A negotiated lump sum fee, which in this Agreement shall equal \$19,339.00. This Fixed Fee is not subject to audit, and is not subject to review or modification unless the SPONSOR determines that such review or modification is justifiable and advisable.

A summary of the monies due the CONSULTANT under Items I, II, III, and IV is set forth in Schedule “B”.

Item V—In the event of any claims being made or actions being brought against the Project, the CONSULTANT agrees to render assistance to the SPONSOR in responding to the claim or action. Such assistance, and the costs associated therewith, shall be an Additional Service as described in Article 11 hereof.

- B. Partial Payments**—The CONSULTANT shall be paid in monthly progress payments based on actual allowable costs incurred during the month in accordance with Section “A” of this Article. Monthly invoices shall clearly identify the costs of the services performed. A percentage of the Fixed Fee described in Section “A”, Item IV, of this Article shall be paid with each monthly progress payment. The percentage to be used in calculating the monthly payment under Section “A”, Item IV, shall equal the ratio of the costs expended during the billing period to the maximum amount payable (exclusive of Fixed Fee) allocated to fulfill the terms of this Agreement as established herein.

Accounts of the CONSULTANT shall clearly identify the costs of the services performed under this Agreement and may be subject to periodic and final audit by the SPONSOR, the New York State Department of Transportation (NYSDOT), and the Federal Aviation Administration (FAA). Such an audit shall not be a condition for making partial payments.

- C. Final Payment**—Payment of the final invoice shall be made upon completion and acceptance of the Project by the SPONSOR, the NYSDOT, and the FAA.

The maximum amount payable under this Agreement, including the CONSULTANT’s fixed fee, shall be \$165,767.00, unless there is a substantial change in the scope, complexity, character, or duration* of the Basic Services.

*Duration is applicable to construction observation only.

Execution of this Agreement by the SPONSOR and the CONSULTANT constitutes the SPONSOR’s written authorization to the CONSULTANT to proceed as of the above-written date with the performance of Basic Services as set forth in Schedule “A”. The estimated time for completion of the Basic Services under this Agreement, subject to the provisions of the following paragraph and of Articles 12, 13 and 23 hereof, shall be as recorded in Schedule “A”.

If the SPONSOR fails to make any payment due the CONSULTANT for services and expenses within forty-five (45) days after receipt of the CONSULTANT’s invoice therefore, then the amounts due the CONSULTANT shall be increased at the rate of 1.5% per month from said forty-fifth (45th) day. Payments will be credited first to principal and then to interest. Additionally, the CONSULTANT may, after giving seven (7) days’ notice to the SPONSOR, suspend services under this Agreement until the invoice is paid. Upon payment in full by the SPONSOR, the CONSULTANT shall resume performance or furnishing of services under this Agreement, and the time schedule set forth in Schedule “A” and compensation set forth in Schedule “B” hereto shall be equitably adjusted to compensate for the period of suspension.

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ARTICLE 3—STANDARD OF CARE, STANDARD PRACTICES, AND REQUIREMENTS

The standard of care for all engineering and related services performed or furnished by the CONSULTANT under this Agreement shall be the care and skill ordinarily used by members of the CONSULTANT's profession practicing under similar conditions at the same time and in the same locality. Before beginning to perform or furnish any service hereunder, the CONSULTANT shall ascertain the standard practices of the SPONSOR, the New York State Department of Transportation (the "NYSDOT"), and the Federal Aviation Administration (the "FAA"), if any, for projects of a type similar to this Project. Where the CONSULTANT deems it practicable to do so, the services to be provided or furnished under this Agreement shall be performed in accordance with these standard practices as long as they are consistent with the standard of care. If any of these standard practices are inconsistent with the CONSULTANT's standard of care or are in conflict with one another, or if strict adherence to the same is impossible or undesirable, then the CONSULTANT's services may vary or deviate from such standards.

ARTICLE 4—ENTIRE AGREEMENT

This Agreement, with its accompanying Schedule or Schedules, constitutes the entire agreement between the SPONSOR and the CONSULTANT with respect to its subject matter, and supersedes any prior agreement, whether written or verbal, with respect to that subject matter. This Agreement may be amended or modified only by written instrument signed by the SPONSOR and the CONSULTANT.

ARTICLE 5—TAXES, ROYALTIES, AND EXPENSES

The CONSULTANT shall pay all taxes, royalties, and expenses incurred by the CONSULTANT in connection with performing its services under this Agreement, unless otherwise provided in Article 2.

ARTICLE 6—CONSULTANT LIABILITY

To the fullest extent permitted by law, the CONSULTANT shall indemnify the SPONSOR against, and hold it harmless from, any suit, action, actual damage, and cost resulting solely from the negligent performance of services or omission of the CONSULTANT under this Agreement, up to the limits of any available insurance. Negligent performance of services, within the meaning of this Article, shall include, in addition to negligence founded upon tort, negligence based upon the CONSULTANT's failure to meet professional standards and resulting in obvious or patent errors in the services performed hereunder.

Nothing in this Article or in this Agreement shall create or give to third parties any claim or right of action against the CONSULTANT or the SPONSOR beyond such as may legally exist irrespective of this Article or this Agreement.

ARTICLE 7—LABOR LAW REQUIREMENTS

The CONSULTANT, and any subconsultant or subcontractor retained by it in connection with the performance or furnishing of services under this Agreement, shall comply with the requirements of state or federal statutes, regulations, or orders applicable to the employment of employees, as set forth in Schedules "H" and "I", which are attached hereto and made a part hereof.

The SPONSOR recognizes that the CONSULTANT will be required by the New York State Department of Labor (the "NYSDOL") to compensate its personnel performing field survey work in accordance with applicable

state wage rates in effect at the same time services are performed. The SPONSOR understands that the CONSULTANT has no control over these labor rates and their periodic increases. Therefore, the SPONSOR agrees to compensate the CONSULTANT for field survey services included as a part of this Agreement in accordance with the NYSDOL Prevailing Rate Schedule, which is incorporated by reference into this Agreement. Furthermore, the SPONSOR shall compensate the CONSULTANT for all increases in labor costs, including applicable overhead and profit, when those increases occur by direction of the NYSDOL. Billings for, and payments by the SPONSOR of, these increases will take place routinely in accordance with the appropriate terms of this Agreement and these increases will be paid as an additional cost over and above the agreed amount.

ARTICLE 8—NONDISCRIMINATION PROVISIONS

During the performance of its services under this Agreement, the CONSULTANT, and any subconsultant, subcontractor, or vendor retained by it, shall comply with the nondiscrimination requirements set forth in Schedules “H” and “I” hereto, as applicable to this Project.

The CONSULTANT will include the provisions of Schedules “H” and “I” in every subconsultant agreement, subcontract, or purchase order in such a manner that such provisions will be binding upon each subconsultant, subcontractor, or vendor as to operations to be performed within the State of New York. The CONSULTANT will take such action in enforcing such provisions of such subconsultant agreement, subcontract, or purchase order as the SPONSOR may direct, including sanctions or remedies for non-compliance. If the CONSULTANT becomes involved in or is threatened with litigation by a subconsultant, subcontractor, or vendor as a result of such direction by the SPONSOR, the CONSULTANT shall promptly so notify the SPONSOR’s legal counsel, requesting such counsel to intervene and protect the interests of the SPONSOR.

ARTICLE 9—WORKER’S COMPENSATION AND LIABILITY INSURANCE

The CONSULTANT agrees to procure and maintain at its own expense, and without direct expense to the SPONSOR, until final acceptance by the SPONSOR of the services covered by this Agreement, insurance of the kinds and in the amounts hereafter provided, written by insurance companies authorized to do business in the State of New York. Before commencing the performance of services hereunder, the CONSULTANT shall furnish the SPONSOR a certificate or certificates, in form satisfactory to the SPONSOR, showing that it has complied with this Article, which certificate or certificates shall provide that the policies shall not be changed or canceled until thirty (30) days’ written notice has been given to the SPONSOR. The kinds and amounts of insurance required are as follows:

- A. Policy or policies covering the obligations of the CONSULTANT in accordance with the provisions of any applicable worker’s compensation or disability benefits law, including for the State of New York Chapter 41, Laws of 1914, as amended, known as the Workers’ Compensation Law, and amendments thereto, and Chapter 600 of the Laws of 1949, as amended, known as the Disability Benefits Law, and this Agreement shall be void and of no effect unless the CONSULTANT procures such policy or policies and maintains the same in force during the term of this Agreement.
- B. Policy or policies of commercial general liability insurance, with broad form endorsement covering, among other things, the CONSULTANT’s obligation under Article 6 hereof, with limits of liability of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injury, including death at any time resulting therefrom sustained by one (1) person in any one (1) accident; and, subject to that limit for each person; not less than Three Million Dollars (\$3,000,000) for all damages arising out of bodily injury, including death at any time resulting therefrom, sustained by two (2) or more persons in any one (1) accident; and not less than One Million Dollars (\$1,000,000) for all damages arising out of injury to or destruction of property in any one (1) accident, and, subject to that limit per

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accident, not less than Three Million Dollars (\$3,000,000) for all damages arising out of injury to or destruction of property during the policy period.

1. Liability insurance issued to and covering the liability of the CONSULTANT's subconsultants and subcontractors, having the same policy limits as those set forth above, with respect to all services or work performed by said subconsultants or subcontractors under this Agreement.
2. Protective liability insurance issued to and covering the liability of the CONSULTANT with respect to all services under this Agreement performed for the CONSULTANT by subconsultants or subcontractors.
3. Professional liability insurance issued to and covering the liability of the CONSULTANT with respect to all professional services performed by it under this Agreement.

The SPONSOR, the NYSDOT, and the FAA shall be named as additional insureds, as their interests may appear, under the insurance coverages described in Paragraph B above, except for the coverage described in Subparagraph (3), which coverages shall be subject to all of the terms, exclusions, and conditions of the applicable policy.

ARTICLE 10—ASSIGNMENT REQUIREMENTS

The CONSULTANT specifically agrees that:

- A. It is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Agreement or of its right, title, or interest herein, or its power to execute this Agreement, to any other person, company, or corporation without the previous consent in writing of the SPONSOR, the Commissioner of the NYSDOT, and the FAA.
- B. If this provision of the Agreement is violated, the SPONSOR may terminate this Agreement for cause in accordance with the provisions of Article 12. Furthermore, the SPONSOR shall be relieved from any liability and obligation hereunder to the person, company, or corporation to whom the CONSULTANT shall assign, transfer, convey, sublet, or otherwise dispose of this Agreement in violation of the foregoing paragraph (A), and such transferee shall forfeit and lose all monies assigned to it under this Agreement, except so much as may be required to pay its employees.

ARTICLE 11—ADDITIONAL SERVICES

If authorized in writing by the SPONSOR through a Supplemental Agreement, the CONSULTANT shall furnish or obtain from others any service that is beyond the scope of Schedule "A" ("Additional Services"). The scope and time for performance of, and payment from the SPONSOR to the CONSULTANT for, any Additional Services (which shall be on the basis set forth in Schedule "B") shall be set forth in such Supplemental Agreement.

ARTICLE 12—ABANDONMENT OR AMENDMENT OF PROJECT AND TERMINATION

A. ABANDONMENT OR AMENDMENT OF THE PROJECT—The SPONSOR shall have the absolute right to abandon or to amend its Project or to change the general basis of performance at any time, and such action on its part shall in no event be deemed a breach of this Agreement. If the SPONSOR amends its Project or changes the general basis thereof, and the CONSULTANT is of the opinion that Additional Services are made necessary thereby, then provisions of Article 11 of this Agreement with respect to Additional Services shall apply. If the Sponsor abandons the Project, then the provisions of Paragraph B(1)(b) below shall govern payment to the CONSULTANT.

B. TERMINATION

The obligation to provide further services under this Agreement may be terminated:

1. **For Cause:**

- a. By either party upon thirty (30) days' prior written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate as the result of such substantial failure if the party receiving notice begins, within seven (7) days after receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within thirty (30) days of such receipt; provided that, if and to the extent that such substantial failure cannot reasonably be cured within such thirty (30)-day period, and if the party has diligently attempted to cure the failure and thereafter continues diligently to cure the problem, then the cure period may, in the discretion of the terminating party, be extended to sixty (60) days after the receipt of notice.
- b. By the CONSULTANT upon seven (7) days' written notice if (a) the CONSULTANT believes that it is being requested by the SPONSOR to perform or furnish services contrary to or in conflict with the CONSULTANT's responsibilities as a licensed design professional or the standard of care set forth in Article 3 hereof; or (b) the CONSULTANT's services are delayed or suspended for more than ninety (90) days, consecutively or in the aggregate, for reasons beyond the CONSULTANT's control; or (c) the SPONSOR has abandoned, or is considered to have abandoned, the Project.

2. **For convenience** by the SPONSOR, effective upon the receipt of notice by the CONSULTANT.

C. PAYMENTS UPON TERMINATION

1. **For Cause:**

- a. By the SPONSOR: If the SPONSOR terminates this Agreement for cause upon completion of any phase of Basic Services, then progress payments due the CONSULTANT in accordance with this Agreement for all such services performed by or furnished through the CONSULTANT and its subconsultants, subcontractors, and vendors through the completion of such phase shall constitute total payment for such services. If the SPONSOR terminates this Agreement for cause during any phase of Basic Services, the CONSULTANT will also be paid for such services performed or furnished in accordance with this Agreement by the CONSULTANT during that phase through the date of termination on the basis specified in Schedule "B". The CONSULTANT will also be paid for the charges of its subconsultants, subcontractors, or vendors who performed or furnished Basic Services to the extent that such services have been performed or furnished in accordance with this Agreement through the effective date of the termination. The SPONSOR shall also pay the CONSULTANT for all unpaid Additional Services and unpaid Reimbursable Expenses.
- b. By the CONSULTANT: If the CONSULTANT terminates this Agreement for cause upon completion of any phase of Basic Services, then progress payments due the CONSULTANT in

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accordance with this Agreement for all such services performed or furnished by the CONSULTANT and its subconsultants, subcontractors, or vendors through the completion of such phase shall constitute total payment for such services. The CONSULTANT shall also be paid for all unpaid Additional Services and unpaid Reimbursable Expenses, as well as for the CONSULTANT's reasonable expenses directly attributable to termination in accordance with the rates for Additional Services set forth in Schedule "B" measured from the date of termination, including fair and reasonable sums for overhead and profit and the costs of terminating the CONSULTANT's contracts with its subconsultants, subcontractors, or vendors.

2. For convenience

- a. If the SPONSOR terminates this Agreement for convenience upon completion of any phase of Basic Services, then progress payments due the CONSULTANT in accordance with this Agreement for all such services performed by or furnished through the CONSULTANT through the completion of such phase shall constitute total payment for such services. If the SPONSOR terminates this Agreement for convenience during any phase of Basic Services, the CONSULTANT will also be paid for such services performed or furnished in accordance with this Agreement by the CONSULTANT during that phase through the date of termination on the basis specified in Schedule "B". Additionally, the CONSULTANT will be paid for the charges of its subconsultants, subcontractors, or vendors who performed or furnished Basic Services through the effective date of termination. The SPONSOR shall also pay the CONSULTANT for all unpaid Additional Services and unpaid Reimbursable Expenses, as well as for the CONSULTANT's reasonable expenses directly attributable to termination in accordance with the rates for Additional Services set forth in Schedule "B" measured from the date of termination, including fair and reasonable sums for overhead and profit and the costs of terminating the CONSULTANT's contracts with its subconsultants, subcontractors, or vendors.

ARTICLE 13—SUSPENSION OF SERVICES

If the CONSULTANT's services hereunder are delayed or suspended, in whole or in part, by the SPONSOR for more than thirty (30) calendar days, consecutively or in the aggregate, through no fault of the CONSULTANT, then the CONSULTANT shall be entitled to equitable adjustments of rates and amounts of compensation to reflect, among other things, reasonable costs incurred by the CONSULTANT in connection with the delay or suspension and reactivation and the fact that the time for performance of the CONSULTANT's services hereunder has been revised. If the delay or suspension persists for more than ninety (90) days, consecutive or in the aggregate, then the CONSULTANT may consider the Project to have been abandoned by the SPONSOR and may terminate this Agreement for cause.

Upon the SPONSOR's resumption of its Project, and if the CONSULTANT has not terminated this Agreement for cause, the CONSULTANT shall resume its services under this Agreement until the services are completed and accepted, subject to any adjustment in the rates set forth in Schedule "B" because of the passage of time.

ARTICLE 14—INTERCHANGE OF DATA

During the performance of this Agreement, all technical data in regard to the Project whether (a) existing in the office of the SPONSOR or (b) existing in the office of the CONSULTANT, shall be made available to the other party to this Agreement without expense to such other party.

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ARTICLE 15—DISPOSITION OF PROJECT DOCUMENTS

At the time of completion of its services and upon payment in full therefore, the CONSULTANT shall make available to the SPONSOR copies of documents prepared as the result of this Agreement. These documents shall then become the property of the SPONSOR and the maintenance of the data therein shall be the sole responsibility of the SPONSOR. Any reuse of the documents by the SPONSOR or others on extensions of the Project, or on any other project, without written verification or adaptation by the CONSULTANT and its subconsultants, subcontractors, or vendors, as appropriate, for the specific purpose intended will be at the SPONSOR's sole risk and expense and without liability or legal exposure to the CONSULTANT or its subconsultants, subcontractors, or vendors. The SPONSOR shall indemnify the CONSULTANT, its subconsultants, subcontractors, and vendors against, and hold them harmless from, all claims, damages, losses, and expenses (including reasonable expert and attorneys' fees) arising out of or resulting from such reuse.

In the event that this Agreement is terminated for any reason, then within ten (10) days after such termination, the CONSULTANT shall make available to the SPONSOR all data and material prepared under this Agreement, including cover sheets, in accordance with and subject to the terms of the above paragraphs.

ARTICLE 16—CODE OF ETHICS

The CONSULTANT specifically agrees that this Agreement may be canceled or terminated if any service under this Agreement is in conflict with the provisions of Section 74 of the New York State Public Officers' Law, as amended, and Schedule "G", which is attached hereto and made a part hereof.

ARTICLE 17—INDEPENDENT CONTRACTOR

The CONSULTANT, in accordance with its status as an independent contractor, shall conduct itself consistent with such status; shall neither hold itself out as nor claim to be an officer or employee of the SPONSOR by reason hereof; and shall not, by reason hereof, make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the SPONSOR, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

ARTICLE 18—PATENT RIGHTS AND COPYRIGHTS

Any patentable result arising out of this Agreement, as well as all information, designs, specifications, know-how, data, and findings, shall be made available without cost to the State of New York or its licensees and the FAA for public use. No material prepared in connection with this Project shall be subject to copyright. The State and the FAA shall have the right to publish, distribute, disclose, or otherwise use any material prepared under this Project, subject to the provisions of Article 15 hereof.

ARTICLE 19—NEW YORK STATE PARTICIPATION

The services to be performed in this Agreement are included in a NYSDOT Project, which is being undertaken and accomplished by the SPONSOR and the State of New York and pursuant to which the State of New York has agreed to pay a certain percentage of the allowable Project costs. The State of New York is not a party to this Agreement and no reference in this Agreement to the Commissioner of Transportation or any representative thereof, or to any rights granted to the Commissioner of Transportation or any representative thereof or the State of New York by the Agreement, makes the State of New York a party to this Agreement.

91.

The CONSULTANT and the SPONSOR agree that properly authorized officials of the State of New York may from time to time inspect all Project documents for the purpose of insuring compliance with New York State laws and protecting the interests of the State of New York.

ARTICLE 20—FEDERAL PARTICIPATION

The FAA is not a party to this Agreement, although the Project work program covered by this Agreement is to be financially aided in part by a Grant Agreement between the SPONSOR and the FAA as provided for under the Airport and Airway Development Act of 1970 (P.L. 91258). The SPONSOR and the CONSULTANT hereby agree to comply fully with the conditions set forth in detail in the Grant Agreement as though they were set forth in detail in this Agreement, including the requirements set forth in Schedules "D", "F", "G", and "H" hereto. The CONSULTANT further agrees that, by reason of complying with the conditions of the Grant Agreement, no obligation is entailed on the part of the FAA to the CONSULTANT.

The CONSULTANT and the SPONSOR agree that properly authorized officials of the FAA may from time to time inspect all Project documents for the purpose of insuring compliance with Federal laws and protecting the interests of the FAA.

ARTICLE 21—MISCELLANEOUS

- A. The CONSULTANT shall require all persons employed to perform services hereunder, including its subconsultants or subcontractors, vendors, agents, officers, and employees, to comply with applicable laws in the jurisdiction in which the Project is located.
- B. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.
- C. By execution of this Agreement, the CONSULTANT represents that it has not paid, and also agrees not to pay, any bonus or commission for the purpose of obtaining any approval of this Agreement.
- D. Any notice required under this Agreement shall be in writing, addressed to the appropriate party at the address set forth above (as modified in writing from time to time by such party), and shall be given personally; by registered or certified first-class mail, postage prepaid and return receipt requested; by facsimile transmission, with confirmation of receipt; or by a nationally-recognized overnight courier service, with proof of receipt. Notice shall be effective upon the date of receipt. For purposes of this Agreement, failure or refusal to accept receipt shall constitute receipt nonetheless. Either party may change its address for notice by giving notice to the other in accordance with the terms of this paragraph.
- E. This Agreement, and the interpretation and enforcement of the provisions hereof, is governed by the laws of the State of New York.

ARTICLE 22 — SUBCONSULTANTS/SUBCONTRACTORS

All subconsultants and subcontractors performing services for or work on this Project shall be bound by the same required provisions of this Agreement as is the CONSULTANT. As set forth above, all agreements between the CONSULTANT and a subconsultant, subcontractor, or vendor shall include all standard required contract provisions, and such agreements shall be subject to review by the NYSDOT and the FAA.

92.

ARTICLE 23 — FORCE MAJEURE

Any delay in or failure of performance of any party to this Agreement shall not constitute a default under this Agreement nor give rise to any claim for damage, if and to the extent such delay or failure is caused by occurrences or events beyond the control of the party affected, including, but not limited to, acts of God; expropriation or confiscation of facilities or compliance with any order or request of government authority, affecting to a degree not presently existing, the supply, availability, or use of personnel or equipment; loss of utility services; blizzard; flood; fire; labor unrest; strikes; war; riot; or any cause the party is unable to prevent with reasonable diligence. A party who is prevented from performing for any reason shall immediately notify the other in writing of the reason for the nonperformance and the anticipated extent of any delay. Additionally, if the delay resulting from any of the foregoing increases the cost of or time required by Consultant to perform its services hereunder in an orderly and efficient manner, then Consultant shall be entitled to an equitable adjustment in schedule and/or compensation.

ARTICLE 24 — DISPUTE RESOLUTION

- A. SPONSOR and the CONSULTANT agree to negotiate in good faith for a period of thirty (30) days from the date of notice of disputes between them prior to exercising their right under the following paragraph. The thirty-day (30) period may be extended upon mutual agreement of the parties.
- B. If any dispute cannot be resolved pursuant to the above paragraph, and only if mutually agreed by SPONSOR and CONSULTANT, said dispute and all unsettled claims, counterclaims, and other matters in question between them arising out of or relating to this Agreement or the breach of any provision hereof (“disputes”) shall be submitted to mediation by a mediator, to be selected by the parties jointly, prior to a party initiating a legal action against the other, unless initiating mediation would irrevocably prejudice one of the parties. It is the intention of the parties that any agreement reached at mediation become binding. The cost of mediation shall be shared equally between the parties.

IN WITNESS WHEREOF, this Agreement has been executed by the SPONSOR, acting by and through the County Executive, who has caused the seal of his or her office to be affixed hereto, and by the CONSULTANT, acting by and through a duly-authorized officer, effective the day and year first above- written, subject to the approval of the Commissioner of the NYSDOT, the State Comptroller, and the FAA.

SPONSOR
ONEIDA COUNTY

CONSULTANT
C&S ENGINEERS, INC.

By: _____
Anthony J. Picente, Jr.

By: Mark Petrand
Mark F. Petranчук

Title: County Executive

Title: Vice President, Airport Services Group

Date: _____

Date: 5/28/09

Approved As To Form
ONEIDA COUNTY ATTORNEY
By: [Signature]

93.

SCHEDULE A

SCOPE OF WORK

Project Title: Airport Access Road
Airport Name: Oneida County Airport – Griffiss Airfield
Services Provided: Construction Observation & Administration

Project Description:

The CONSULTANT shall provide the following services, including construction contract administration and full-time construction observation, during construction of the Airport Access Road. The Project will be constructed by the SPONSOR with grant assistance from the Federal Aviation Administration (FAA) Airport Improvement Program (AIP) and the New York State Department of Transportation (NYSDOT).

The project generally includes the construction of an airport access road that is approximately 2,200 feet long by 32 feet wide. The proposed road shall be constructed of full depth asphalt pavement and shall include all necessary demolition, excavation, grading, drainage, asphalt pavement, including tie-ins to existing roadways, security fencing, marking, street lighting and signage. The proposed project shall also include the removal and replacement of a 5,500 gallon potassium acetate storage tank.

Services to be provided by the CONSULTANT shall include the following:

REBID PHASE

The Bid Phase is that time frame between completion of the design process and beginning of actual construction when the SPONSOR publicly advertises and receives bids, awards contracts to the lowest responsible bidder, and executes a construction contract to perform the work with the successful contractor(s). The CONSULTANT shall assist the SPONSOR during this Phase as required.

The specific services to be provided or furnished for this Phase of the Project are the following:

1. Assist the SPONSOR in the advertisement of the Project and issuance of bid documents.
2. Receive and respond as required to questions from potential bidders regarding the Contract Documents.
3. Prepare addenda to the bid documents after advertisement and prior to bidding as required upon the SPONSOR's approval.
4. Attend bid opening. Upon receipt of bids, perform bid reviews. The bid review shall include items such as a check of the contractor's bid extensions, bid security, execution of bid, non-collusive bidding certificate, EEO certification, statement of surety's intent, addenda receipt, "Buy American" certificate, subcontractors and suppliers list, Disadvantaged Business Enterprise (DBE) certification, eligibility certification, corporate bidder's certification, non-discrimination statement and nonsegregated facilities certificate. Request evidence of competency and evidence of financial responsibility from the contractor. Review contractor's list of personnel, list of equipment, and financial statement. Formal contact of the contractor's references shall be made upon SPONSOR's request or if the contractor has no past working relationship with the CONSULTANT, the SPONSOR, the FAA, or the NYSDOT.
5. Prepare a final bid tabulation, recommendation/rejection of award to the SPONSOR, and a sample award letter. Request concurrence of award from the FAA and the NYSDOT.
6. Upon award of contract, prepare conformed copies of contracts; coordinate contractor's execution of contract; review contractor's bonds, insurance certificates, and DBE plan; review contractor's

submission with SPONSOR; coordinate SPONSOR's execution of the contract; and assist in distributing copies of executed contracts to the contractor, the FAA and the NYSDOT.

7. Coordinate Notice to Proceed (NTP) for construction. Contact FAA for permission to issue NTP. Prepare a sample NTP letter for the SPONSOR to send to the contractor.

CONSTRUCTION CONTRACT ADMINISTRATION PHASE

The Construction Contract Administration Phase shall consist of observation of the construction to become generally familiar with the progress and quality of the Contractor's work to determine if the work is proceeding in general conformity with the Contract Documents. In addition, the CONSULTANT shall aid the SPONSOR by acting as its liaison and Project coordinator with the NYSDOT and the FAA during the construction of the Project. Construction Contract Administration includes the following services:

1. Provide consultation and advice to the SPONSOR during construction, including the holding of a pre-construction conference, weekly construction coordination meetings, and other meetings required during the course of construction. Prepare and distribute minutes of all meetings.
2. Review, approve, or take other appropriate action on all Contractor-required submittals, such as construction schedules and phasing programs, shop drawings, product data, catalog cuts, and samples.
3. Review alternative construction methods proposed by the Contractor and advise the SPONSOR of the impact of these methods on the schedule and quality of the Project.
4. Prepare supplemental drawings and change orders necessary to execute the work properly within the intended scope. Assist the SPONSOR in resolving contractor claims and disputes.
5. Provide interpretation of the Contract Document requirements and advise the Contractor of these on behalf of the SPONSOR when necessary.
6. Furnish the SPONSOR one reproducible set of the record drawings for the completed Project taken from the annotated record drawings prepared by the resident inspector based upon Contractor-provided information.
7. Prepare reimbursement request packages; coordinate their execution by the SPONSOR; and submit to the funding agencies.
8. Conduct pre-final and final inspections of the completed Project with the SPONSOR's airport personnel, the FAA, and the Contractor.
9. Issue certificates of construction completion to the SPONSOR, the FAA, and the NYSDOT.
10. Perform an orderly closeout of the Project as required by the SPONSOR, the FAA, and the NYSDOT.
11. Provide assistance to the SPONSOR as a witness in any litigation that may arise from the development or construction of the Project. Payment for this service will be as stated in Article 2(A), Item V, of the CONSULTANT Agreement for the Project, of which this Schedule forms a part.

CONSTRUCTION OBSERVATION PHASE

The construction observation phase shall consist of construction observation by a full-time resident engineer or inspector and supporting staff who will also:

1. Maintain a Project record in accordance with the Manual of Uniform Record Keeping (MURK) requirements of the NYSDOT for aviation capital projects.

2. Review documents and submissions by Contractor(s) pertaining to scheduling and advise the SPONSOR as to their acceptability.
3. Observe the Work to determine general conformity with the Contract Documents and to ascertain the need for correction or rejection of the Work. Neither the activities of the resident engineer or inspector and/or supporting staff nor the presence of any of them at a construction/Project site shall relieve Contractor of its obligations, duties, and responsibilities, including, but not limited to, construction means, methods, sequences, techniques, or procedures necessary for performing, superintending, or coordinating the Work in accordance with the Contract Documents and any health or safety precautions or measures required by regulatory agencies. The resident engineer or inspector and supporting staff have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures.
4. Attend and conduct pre-construction, pre-paving and pre-installation conferences; weekly progress meetings; and final inspection of the completed Project.
5. Observe testing and inspection. Arrange for, conduct, or witness field, laboratory, or shop tests of construction materials as required by the plans and specifications for the Project; monitor the suitability of materials on the Project site or brought to the Project site to be used in construction; interpret the contract plans and specifications and check the construction activities for general compliance with the design intent; measure, compute, or check quantities of Work performed and quantities of materials in-place for partial and final payments to the Contractor.
6. Prepare and submit inspection reports of construction activity and problems encountered as required by the SPONSOR, the NYSDOT, and the FAA.
7. Prepare, review, and approve monthly and final payments to Contractor(s).
8. Prepare and implement a Quality Control and Assurance Plan as required by the FAA for monitoring material requirements and properties throughout the course of construction.

The CONSULTANT agrees to perform the services in the Construction Observation Phase of this Project during the construction contract period, estimated to be as follows:

Pre-Construction: Inspection Supervisor, 2 days

 Resident Engineer, 5 days

Inspection: Inspection Supervisor, 10 days

 Resident Engineer, 50 days @ 10 hrs/day

 Resident Engineer, 8 days @ 8 hrs/day (Rain Days)

 Inspector, 30 days @ 10 hrs./day

Post-Construction: Inspection Supervisor, 2 days

 Resident Engineer, 5 days

RESPONSIBILITIES/DUTIES OF INSPECTION STAFF

In general, the on-site inspection staff is responsible for monitoring construction activity on a project and documenting their observations in a formal project record. The Project record contents and its preparation shall be in accordance with the NYSDOT M.U.R.K.

The M.U.R.K. System consists of the following records and duties:

1. Engineer's Daily Project Diary
2. Inspector's Daily Reports
3. Summary of Inspector's Daily Reports
4. Preparation of FAA Weekly Reports
5. Prime/Subcontractor Work Summary
6. Preparation of Material Acceptance Reports
7. Preparation of Certification and Testing Log Book
8. Review Subcontractor approval forms
9. Prepare statement of days charged on a weekly basis
10. Conduct Wage Rate Interviews with prime/subcontractors employees
11. Conduct Project meetings with Sponsor and Contractors
12. Field measure quantities on a daily basis
13. Collect and monitor weekly payrolls for Davis Bacon Act Compliance
14. Preparation of Periodic Payment Request for Contractor
15. Record deviations from the contract plans for preparation of record drawings
16. Preparation and review of Change Orders/Force Account Work

The Resident Inspector will assist the SPONSOR and Contractor regarding construction activity as it relates to aircraft operations and coordination of Notice to Airmen (NOTAMS) as required.

END OF SCHEDULE



**ARCHITECTURAL/ENGINEERING
COST SUMMARY
SCHEDULE "B"
INSPECTION PHASE**

PROJECT NAME: Airport Access Road
 PROJ DESCRIPTION: Airport Access Road
 CLIENT: Oneida County
 CLIENT MANAGER: Bill Applebee

DATE: 27-May-09
 A/E: C & S ENGINEERS, INC.
 PROJECT NO: 146.073
 C&S CONTACT: BWC

I. DIRECT SALARY COSTS:

TITLE	MAXIMUM RATE OF PAY (\$/HR)	AVERAGE RATE OF PAY (\$/HR)	@	HOURS	COST
A. SERVICE GROUP MANAGER	\$73.20	\$63.30	X	0	\$0.00
B. DEPARTMENT MANAGER	\$63.30	\$48.30	X	0	\$0.00
C. MANAGING ENGINEER	\$45.50	\$44.10	X	16	\$706.00
D. CHIEF ENGINEER	\$45.00	\$43.00	X	0	\$0.00
E. SENIOR PROJECT ENGINEER	\$39.90	\$35.90	X	64	\$2,298.00
F. PROJECT ENGINEER	\$38.10	\$32.50	X	0	\$0.00
G. ENGINEER	\$34.10	\$31.60	X	104	\$3,286.00
H. STAFF ENGINEER	\$28.40	\$24.70	X	0	\$0.00
I. SENIOR DESIGNER	\$34.10	\$29.40	X	16	\$470.00
J. DESIGNER	\$28.40	\$22.60	X	0	\$0.00
K. CADD OPERATOR	\$20.30	\$18.70	X	0	\$0.00
L. ADMINISTRATIVE ASSISTANT	\$22.50	\$18.70	X	0	\$0.00
M. GRANTS ADMINISTRATOR	\$33.60	\$30.20	X	16	\$483.00
N. MANAGER AIRPORT PLANNING	\$50.80	\$48.80	X	0	\$0.00
O. SENIOR PLANNER	\$50.90	\$40.10	X	0	\$0.00
P. PLANNER	\$35.70	\$33.10	X	0	\$0.00
Q. STAFF PLANNER	\$27.30	\$25.20	X	0	\$0.00
R. SENIOR PROJECT ARCHITECT	\$37.30	\$34.40	X	0	\$0.00
S. PROJECT ARCHITECT	\$31.50	\$29.90	X	0	\$0.00
T. MANAGING GEOLOGIST (SOILS ENG)	\$47.70	\$45.60	X	0	\$0.00
U. GEOLOGIST	\$22.90	\$21.50	X	0	\$0.00
V. ENVIRONMENTAL SCIENTIST	\$29.40	\$25.80	X	0	\$0.00
W. SENIOR CONSTRUCTION SUPERVISOR	\$56.70	\$54.60	X	112	\$6,115.00
X. CONSTRUCTION SUPERVISOR	\$45.50	\$44.10	X	0	\$0.00
Y. RESIDENT ENGINEER	\$39.80	\$37.90	X	644	\$24,408.00
Z. CHIEF INSPECTOR	\$31.50	\$29.90	X	0	\$0.00
AA. SENIOR INSPECTOR	\$28.10	\$24.20	X	0	\$0.00
BB. INSPECTOR	\$28.40	\$25.20	X	300	\$7,560.00
CC. JUNIOR INSPECTOR	\$17.90	\$16.80	X	0	\$0.00
DD. SENIOR TECHNICAL ADMINISTRATOR	\$26.80	\$25.20	X	60	\$1,512.00
EE. PARTY CHIEF	\$48.90	\$46.80	X	0	\$0.00
FF. INSTRUMENT MAN	\$46.10	\$44.00	X	0	\$0.00
GG. RODMAN	\$46.10	\$44.00	X	0	\$0.00

TOTAL ESTIMATED DIRECT SALARY COST: \$46,838.00

**II. OVERHEAD EXPENSES & PAYROLL BURDEN PER SCHEDULE "C" -
(AUDITABLE, ESTIMATED AND EXPRESSED AS A PERCENTAGE
OF DIRECT SALARY COST):**

160.00% \$74,941.00

III. SUBTOTAL OF ITEMS I & II:

\$121,779.00

99.

IV. ESTIMATE OF DIRECT EXPENSES:

A.	TRAVEL, BY AUTO:						
		70	TRIPS @	100	MILES/TRIP @	\$0.550	= \$3,850.00
B.	TRAVEL, ON SITE, BY AUTO:						
		55	DAYS @	5	MILES/DAY @	\$0.550	= \$151.25
C.	TRAVEL, BY AIR:						
		0	TRIPS @	0	PERSONS @	\$0.00	= \$0.00
D.	PER DIEM:						
		55	DAYS @	1	PERSONS @	\$39.00	= \$2,145.00
E.	CELL PHONE:			3	MONTHS@	\$200.00	= \$600.00
F.	MISCELLANEOUS:						= <u>\$400.75</u>

TOTAL ESTIMATE OF DIRECT EXPENSES: \$7,147.00

V. FIXED FEE (PROFIT, LUMP SUM):

A.	LABOR PLUS OVERHEAD:	15%	(OF III.)	\$18,267.00
B.	DIRECT EXPENSES:	15%	(OF IV.)	<u>\$1,072.00</u>

TOTAL FIXED FEE: \$19,339.00

VI. SUBCONTRACTS:

A.	ESTIMATE OF CUT & FILL SURVEYS:					\$5,000.00
B.	ESTIMATE OF CONSTRUCTION TESTING SERVICES:					
1	ASPHALT TECHNICIAN (PLANT):	6	DAYS @	\$500.00	=	\$3,000.00
2	SOILS/CONCRETE TECHNICIAN:	15	DAYS @	\$450.00	=	\$6,750.00
3	ADDITIONAL PAVEMENT CORES:	5	EACH @	\$50.00	=	\$250.00
4	TRIP CHARGE:	15	EACH @	\$60.00	=	\$900.00
5	MECHANICAL ANALYSIS:	4	EACH @	\$35.00	=	\$140.00
6	HYDROMETER ANALYSIS:	2	EACH @	\$60.00	=	\$120.00
7	ATTERBERG LIMITS:	2	EACH @	\$55.00	=	\$110.00
8	LABORATORY PROCTORS:	4	EACH @	\$100.00	=	\$400.00
9	CONCRETE COMPRESSIVE STRENGTH:	4	EACH @	\$6.00	=	\$24.00
10	CONCRETE FLEXURAL STRENGTH:	4	EACH @	\$6.00	=	\$24.00
11	TOPSOIL (pH):	2	EACH @	\$15.00	=	\$30.00
12	LA ABRASION:	2	EACH @	\$180.00	=	\$360.00
13	MAGNESIUM SULFATE SOUNDNESS:	2	EACH @	\$185.00	=	\$370.00
14	NATURAL MOISTURE CONTENT:	4	EACH @	\$6.00	=	\$24.00

TOTAL ESTIMATED CONSTRUCTION TESTING SERVICES: \$12,502.00

VII. TOTALS:

A.	ESTIMATE OF MAXIMUM TOTAL COST FOR INSPECTION SERVICES, AGREEMENT TOTAL & FAA ELIGIBLE:	<u>\$165,767.00</u>
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100

SCHEDULE "C"

**C&S ENGINEERS, INC
PROJECTED ALLOWABLE OVERHEAD
FYE 12/31/08**

	ALLOWABLE COST	% OF DIRECT LABOR
SALARY OVERHEAD (PAYROLL BURDEN)		
Vacation & Holiday	1,700,000.00	13.49%
Sick & Personal	375,000.00	2.98%
FICA Taxes	1,450,000.00	11.51%
U. E. Taxes	220,000.00	1.75%
WC Insurance	120,000.00	0.95%
Group Insurance	1,360,000.00	10.79%
Bonus	550,000.00	4.37%
Employee Benefits	639,000.00	5.07%
Payroll Preparation	30,000.00	0.24%
TOTAL SALARY OVERHEAD	6,444,000.00	51.14%
 GENERAL & ADMINSTRATIVE OVERHEAD		
Indirect Labor	1,512,000.00	12.00%
Clerical & Adminstrative	2,450,000.00	19.44%
Project Development	2,600,000.00	20.63%
Meetings Conventions & Education	300,000.00	2.38%
Office Supplies & Equipment Leases	3,000,000.00	23.81%
Travel & Auto Expenses	775,000.00	6.15%
Insurance	350,000.00	2.78%
Depreciation	525,000.00	4.17%
Rent , Janitorial, & Maintenance	1,231,000.00	9.77%
Utilities	250,000.00	1.98%
Telephone	350,000.00	2.78%
Dues & Fees	85,000.00	0.67%
Workshops, Seminars, & Education	153,500.00	1.22%
Legal & Accounting	135,000.00	1.07%
TOTAL GENERAL & ADMINSTRATIVE	13,716,500.00	108.86%
 TOTAL ALLOWABLE OVERHEAD	 20,160,500.00	 160.00%
 TOTAL DIRECT LABOR	 12,600,000.00	
 TOTAL PAYROLL	 21,537,000.00	
DIRECT LABOR %	58.50%	

SCHEDULE "D"

**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION**

SELECTION OF CONSULTANTS

Oneida County

Griffiss International Airport

(Sponsor)

(Airport)

(Project Number)

(Work Description) Airport Access Road.

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General standards for selection of consultant services within Federal grant programs are described in Title 49, Code of Federal Regulations (CFR), Part 18.36. Sponsors may use other qualifications-based procedures provided they are equivalent to specific standards in 49 CFR 18 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standard.

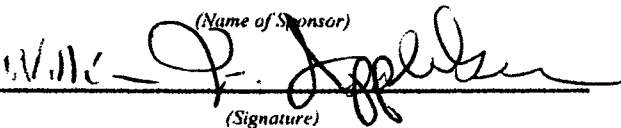
	Yes	No	N/A
1. Solicitations were (will be) made to ensure fair and open competition from a wide area of interest.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. For contracts over \$100,000, consultants were (will be) selected using competitive procedures based on qualifications, experience, and disadvantaged enterprise requirements with the fees determined through negotiations.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. A record of negotiations has been (will be) prepared reflecting considerations involved in the establishment of fees, which are not significantly above the sponsor's independent cost estimate.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. If engineering or other services are to be performed by sponsor force account personnel, prior approval was (will be) obtained from the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. The consultant services contracts clearly establish (will establish) the scope of work and delineate the division of responsibilities between all parties engaged in carrying out elements of the project.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Costs associated with work ineligible for AIP funding are (will be) clearly identified and separated from eligible items in solicitations, contracts, and related project documents.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Yes	No	N/A
7. Mandatory contract provisions for grant-assisted contracts have been (will be) included in consultant services contracts.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. The cost-plus-percentage-of-cost methods of contracting prohibited under Federal standards were not (will not be) used.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. If the services being procured cover more than the single grant project referenced in this certification, the scope of work was (will be) specifically described in the advertisement, and future work will not be initiated beyond five years.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

Oneida County

(Name of Sponsor)



(Signature)

William F. Applebee

(Typed Name of Sponsor's Designated Official Representative)

Oneida County Airport Engineer

(Typed Title of Sponsor's Designated Official Representative)

(Date)

END OF SCHEDULE

SCHEDULE G

CERTIFICATION OF CONSULTANT

I hereby certify that I am the Manager of the Airport Services Group and a duly authorized representative of the firm of C&S Engineers, Inc., whose address is 499 Col. Eileen Collins Blvd., Syracuse, New York, 13212 and that neither I nor the above firm I here represent has:

- A. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this Contract.
- B. agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out the Contract, or
- C. paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Contract; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the FAA of the United States Department of Transportation, in connection with this Contract, involving participation of Airport Improvement Program (AIP) funds and is subject to applicable state and Federal laws, both criminal and civil.

5/28/09

Date

Mark Petranich

Mark F. Petranich
Vice President, Airports Service Group

END OF SCHEDULE

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 2009-320

July 7, 2009

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

AIRPORT

WAYS & MEANS

Runway 15-33 Rehabilitation
C&S Engineers - Constr. Obs. & Administration
H - 339 Redevelopment of Griffiss Airfield
H - 409 Reconstruct T/W - J (formerly T/W 23)

Dear County Executive Picente,

The Board of Legislators approved on August 13, 2008 an agreement with C&S Engineers for the design of Airport Pavement Maintenance (F.N. 2008-341, Res. No. 312). Now, in anticipation of a grant offer from the Federal Aviation Administration, the Department of Aviation is submitting for approval a Cost plus Fixed Fee Consultant Agreement with C&S Engineers, Inc., for the Construction Observation and Administration of the Runway 15-33 and Taxi Way 'J' Rehabilitation Projects. The maximum amount payable under this agreement is \$324,780.00 (\$276,100 R/W 15-33 Rehab, H-339 and \$48,680 T/W J, H-409). Construction cost is estimated at \$1,730,000.00. The County Board of Acquisition and Contract approval was received on June 24, 2009.

FAA and the Oneida County Board of Legislators (F.N.2006-350, Res. No. 318) have approved C&S Engineers, Inc. as Oneida County's designated Airport Consultant for a term ending September 31, 2009.

The Department of Aviation therefore recommends acceptance of the agreement from C&S Engineers for \$324,780.00 to provide Construction Observation & Administration Services associated with the Runway 15-33 Rehab and Taxiway 'J' Projects. This is subject to an independent fee estimate determining the fee as reasonable; and also, to the FAA providing a grant offer for the Runway 15-33 project through the FAA Airport Improvement Program which will provide 95% Federal (\$262,295) and 2.5% State (\$6,902.50) participation with 2.5% local (\$6,902.50), H-339. Taxi Way 'J' project is funded through the NYS DOT at 90% State (\$43,812.00) and 10% local (\$4,868.00) H-409.

Please consider the enclosed agreement with C&S Engineers and if acceptable present to the Oneida County Board of Legislators for approval. Should you have any question, please contact me. Thank you.

Sincerely,

W. Vernon Gray, III
Commissioner

RECEIVED
ONEIDA COUNTY LEGISLATURE

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

Anthony J. Picente, Jr.
County Executive

Date: 7/9/09

105

Oneida County Department: Aviation

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators Contract Summary

Name of Proposing Organization: C&S Engineers, Inc.

Title of Activity or Service: **Consultant**

Client Population/Number to be Served: N/A

Summary Statements:

1) Narrative Description of Proposed Services:

Construction Observation & Administration for Runway 15-33 and Taxiway "J"

2) Program/Service Objectives and Outcomes:

Redevelopment of Griffiss Airfield for aviation and economic development purposes.

3) Program Design and Staffing Level:

N/A

Total Funding Requested: **\$324,780.00**

Oneida County Department Funding Recommendation: **H-339 \$6902.50** Account # **H-339/H-409**
H-409 \$4,868.00

Proposed Funding Source: Federal **\$262,295 H-339** State **H-339 \$6902.50** County **H-339 \$6902.50**
H-409 \$43,812.00 H-409 \$4868.00

Cost Per Client Served: N/A

Past Performance Data: N/A

Oneida County Department Staff Comments: Approved by Acquisition & Contract 6/24/09.

COPY

COST PLUS FIXED FEE

CONSULTANT AGREEMENT

FOR

CONSTRUCTION OBSERVATION & ADMINISTRATION

OF THE

**RUNWAY 15-33 PAVEMENT
REHABILITATION PROJECT**

AT

GRIFFISS INTERNATIONAL AIRPORT

ONEIDA COUNTY, NEW YORK

FAA AIP NO. _____ (Runway 15-33)
NYSDOT NO. _____ (Runway 15-33)

NYSDOT NO. 2905.70 (TAXIWAY J)

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COST PLUS FIXED FEE CONSULTANT AGREEMENT
FOR
CONSTRUCTION OBSERVATION & ADMINISTRATION

PROJECT: Runway 15-33 rehabilitation
Griffiss International Airport

This Agreement, made effective this _____ day of _____, 200__, is by and between the County of Oneida, a New York municipal corporation, having an address at 800 Park Avenue, Utica, New York 13501 (hereinafter referred to as the "SPONSOR"), and C&S Engineers, Inc., a New York business (hereinafter referred to as the "SPONSOR"), and C&S Engineers, Inc., a New York business corporation having its principal offices at 499 Col. Eileen Collins Boulevard, Syracuse, New York 13212 (hereinafter referred to as the "CONSULTANT").

WITNESSETH: That the SPONSOR and the CONSULTANT, for and in consideration of the mutual obligations set forth herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, agree as follows:

ARTICLE 1—DESCRIPTION OF SERVICES TO BE PERFORMED

The SPONSOR hereby retains the CONSULTANT because of its ability and reputation, and the CONSULTANT accepts such retention, to perform for the SPONSOR the services of the Project more particularly described in Schedule(s) "A", which is attached hereto and made a part hereof (the "Basic Services"). The SPONSOR's resolution or other authorization for retaining the CONSULTANT is attached hereto and made a part hereof as Schedule "E". The SPONSOR has completed, or will complete, a "Certification for Selection of Consultant" in connection with the execution of this Agreement, a copy of which is attached hereto and made a part hereof as Schedule "D".

ARTICLE 2—PROVISION FOR PAYMENT – TIME FOR PERFORMANCE

A. Basis for Payment—The SPONSOR shall pay the CONSULTANT, and the CONSULTANT shall accept, as full compensation for the performance by the CONSULTANT of the Basic Services under this Agreement, the following:

Item I: Direct Technical Salaries of all employees assigned to the Project on a full-time basis for all or part of the term of this Agreement, plus properly allocable partial salaries of all employees working part-time on the Project, all subject to audit. Overtime in accordance with the terms of this Agreement shall be charged under this Item.

The cost of Principals' salaries (or allowable portion thereof) included in Direct Technical Salaries during the period that they are working specifically on the Project (productive time) are eligible if their comparable time is also charged directly to other projects in the same manner. Otherwise, Principals' salaries are only eligible as an overhead cost.

Item II—Actual Direct Nonsalary Costs incurred during the term of this Agreement, as defined in Schedule(s) "B", which is attached hereto and made a part hereof, all subject to audit.

Item III—Overhead Allowance based on agreed upon overhead during the term of this Agreement, as set forth in Schedule “C”, which is attached hereto and made a part hereof.

Item IV—Fixed Fee—A negotiated lump sum fee, which in this Agreement shall equal **\$33,670 (Runway 15-33) and \$5,871 (Taxiway J)**. This Fixed Fee is not subject to audit, and is not subject to review or modification unless the SPONSOR determines that such review or modification is justifiable and advisable.

A summary of the monies due the CONSULTANT under Items I, II, III, and IV is set forth in Schedule(s) “B1” and “B2”.

Item V—In the event of any claims being made or actions being brought against the Project, the CONSULTANT agrees to render assistance to the SPONSOR in responding to the claim or action. Such assistance, and the costs associated therewith, shall be an Additional Service as described in Article 11 hereof.

- B. Partial Payments**—The CONSULTANT shall be paid in monthly progress payments based on actual allowable costs incurred during the month in accordance with Section “A” of this Article. Monthly invoices shall clearly identify the costs of the services performed. A percentage of the Fixed Fee described in Section “A”, Item IV, of this Article shall be paid with each monthly progress payment. The percentage to be used in calculating the monthly payment under Section “A”, Item IV, shall equal the ratio of the costs expended during the billing period to the maximum amount payable (exclusive of Fixed Fee) allocated to fulfill the terms of this Agreement as established herein.

Accounts of the CONSULTANT shall clearly identify the costs of the services performed under this Agreement and may be subject to periodic and final audit by the SPONSOR, the New York State Department of Transportation (NYSDOT), and the Federal Aviation Administration (FAA). Such an audit shall not be a condition for making partial payments.

- C. Final Payment**—Payment of the final invoice shall be made upon completion and acceptance of the Project by the SPONSOR, the NYSDOT, and the FAA.

The maximum amount payable under this Agreement, including the CONSULTANT’s fixed fee, shall be **\$276,100.00 (Runway 15-33) and \$48,680.00 (Taxiway J)** unless there is a substantial change in the scope, complexity, character, or duration* of the Basic Services.

*Duration is applicable to construction observation only.

Execution of this Agreement by the SPONSOR and the CONSULTANT constitutes the SPONSOR’s written authorization to the CONSULTANT to proceed as of the above-written date with the performance of Basic Services as set forth in Schedule(s) “A”. The estimated time for completion of the Basic Services under this Agreement, subject to the provisions of the following paragraph and of Articles 12, 13 and 23 hereof, shall be as recorded in Schedule “A”.

If the SPONSOR fails to make any payment due the CONSULTANT for services and expenses within forty-five (45) days after receipt of the CONSULTANT’s invoice therefor, then the amounts due the CONSULTANT shall be increased at the rate of 1.5% per month from said forty-fifth (45th) day. Payments will be credited first to principal and then to interest. Additionally, the CONSULTANT may, after giving seven (7) days’ notice to the SPONSOR, suspend services under this Agreement until the invoice is paid. Upon payment in full by the SPONSOR, the CONSULTANT shall resume performance or furnishing of services under this Agreement, and the

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time schedule set forth in Schedule(s) "A" and compensation set forth in Schedule(s) "B" hereto shall be equitably adjusted to compensate for the period of suspension.

ARTICLE 3—STANDARD OF CARE, STANDARD PRACTICES, AND REQUIREMENTS

The standard of care for all engineering and related services performed or furnished by the CONSULTANT under this Agreement shall be the care and skill ordinarily used by members of the CONSULTANT's profession practicing under similar conditions at the same time and in the same locality. Before beginning to perform or furnish any service hereunder, the CONSULTANT shall ascertain the standard practices of the SPONSOR, the New York State Department of Transportation (the "NYSDOT"), and the Federal Aviation Administration (the "FAA"), if any, for projects of a type similar to this Project. Where the CONSULTANT deems it practicable to do so, the services to be provided or furnished under this Agreement shall be performed in accordance with these standard practices as long as they are consistent with the standard of care. If any of these standard practices are inconsistent with the CONSULTANT's standard of care or are in conflict with one another, or if strict adherence to the same is impossible or undesirable, then the CONSULTANT's services may vary or deviate from such standards.

ARTICLE 4—ENTIRE AGREEMENT

This Agreement, with its accompanying Schedule or Schedules, constitutes the entire agreement between the SPONSOR and the CONSULTANT with respect to its subject matter, and supersedes any prior agreement, whether written or verbal, with respect to that subject matter. This Agreement may be amended or modified only by written instrument signed by the SPONSOR and the CONSULTANT.

ARTICLE 5—TAXES, ROYALTIES, AND EXPENSES

The CONSULTANT shall pay all taxes, royalties, and expenses incurred by the CONSULTANT in connection with performing its services under this Agreement, unless otherwise provided in Article 2.

ARTICLE 6—CONSULTANT LIABILITY

To the fullest extent permitted by law, the CONSULTANT shall indemnify the SPONSOR against, and hold it harmless from, any suit, action, actual damage, and cost resulting solely from the negligent performance of services or omission of the CONSULTANT under this Agreement, up to the limits of any available insurance. Negligent performance of services, within the meaning of this Article, shall include, in addition to negligence founded upon tort, negligence based upon the CONSULTANT's failure to meet professional standards and resulting in obvious or patent errors in the services performed hereunder.

Nothing in this Article or in this Agreement shall create or give to third parties any claim or right of action against the CONSULTANT or the SPONSOR beyond such as may legally exist irrespective of this Article or this Agreement.

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the SPONSOR nor the CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the SPONSOR and the CONSULTANT shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

ARTICLE 7—LABOR LAW REQUIREMENTS

The CONSULTANT, and any subconsultant or subcontractor retained by it in connection with the performance or furnishing of services under this Agreement, shall comply with the requirements of state or federal statutes, regulations, or orders applicable to the employment of employees, as set forth in Schedules “H” and “I”, which are attached hereto and made a part hereof.

The SPONSOR recognizes that the CONSULTANT will be required by the New York State Department of Labor (the “NYSDOL”) to compensate its personnel performing field survey work in accordance with applicable state wage rates in effect at the same time services are performed. The SPONSOR understands that the CONSULTANT has no control over these labor rates and their periodic increases. Therefore, the SPONSOR agrees to compensate the CONSULTANT for field survey services included as a part of this Agreement in accordance with the NYSDOL Prevailing Rate Schedule, which is incorporated by reference into this Agreement. Furthermore, the SPONSOR shall compensate the CONSULTANT for all increases in labor costs, including applicable overhead and profit, when those increases occur by direction of the NYSDOL. Billings for, and payments by the SPONSOR of, these increases will take place routinely in accordance with the appropriate terms of this Agreement and these increases will be paid as an additional cost over and above the agreed amount.

ARTICLE 8—NONDISCRIMINATION PROVISIONS

During the performance of its services under this Agreement, the CONSULTANT, and any subconsultant, subcontractor, or vendor retained by it, shall comply with the nondiscrimination requirements set forth in Schedules “H” and “I” hereto, as applicable to this Project.

The CONSULTANT will include the provisions of Schedules “H” and “I” in every subconsultant agreement, subcontract, or purchase order in such a manner that such provisions will be binding upon each subconsultant, subcontractor, or vendor as to operations to be performed within the State of New York. The CONSULTANT will take such action in enforcing such provisions of such subconsultant agreement, subcontract, or purchase order as the SPONSOR may direct, including sanctions or remedies for non-compliance. If the CONSULTANT becomes involved in or is threatened with litigation by a subconsultant, subcontractor, or vendor as a result of such direction by the SPONSOR, the CONSULTANT shall promptly so notify the SPONSOR’s legal counsel, requesting such counsel to intervene and protect the interests of the SPONSOR.

ARTICLE 9—WORKER'S COMPENSATION AND LIABILITY INSURANCE

The CONSULTANT agrees to procure and maintain at its own expense, and without direct expense to the SPONSOR, until final acceptance by the SPONSOR of the services covered by this Agreement, insurance of the kinds and in the amounts hereafter provided, written by insurance companies authorized to do business in the State of New York. Before commencing the performance of services hereunder, the CONSULTANT shall furnish the SPONSOR a certificate or certificates, in form satisfactory to the SPONSOR, showing that it has complied with this Article, which certificate or certificates shall provide that the policies shall not be changed or canceled until thirty (30) days' written notice has been given to the SPONSOR. The kinds and amounts of insurance required are as follows:

- A. Policy or policies covering the obligations of the CONSULTANT in accordance with the provisions of any applicable worker's compensation or disability benefits law, including for the State of New York Chapter 41, Laws of 1914, as amended, known as the Workers' Compensation Law, and amendments thereto, and Chapter 600 of the Laws of 1949, as amended, known as the Disability Benefits Law, and this Agreement shall be void and of no effect unless the CONSULTANT procures such policy or policies and maintains the same in force during the term of this Agreement.
- B. Policy or policies of commercial general liability insurance, with broad form endorsement covering, among other things, the CONSULTANT's obligation under Article 6 hereof, with limits of liability of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injury, including death at any time resulting therefrom sustained by one (1) person in any one (1) accident; and, subject to that limit for each person; not less than Three Million Dollars (\$3,000,000) for all damages arising out of bodily injury, including death at any time resulting therefrom, sustained by two (2) or more persons in any one (1) accident; and not less than One Million Dollars (\$1,000,000) for all damages arising out of injury to or destruction of property in any one (1) accident, and, subject to that limit per accident, not less than Three Million Dollars (\$3,000,000) for all damages arising out of injury to or destruction of property during the policy period.
 1. Liability insurance issued to and covering the liability of the CONSULTANT's subconsultants and subcontractors, having the same policy limits as those set forth above, with respect to all services or work performed by said subconsultants or subcontractors under this Agreement.
 2. Protective liability insurance issued to and covering the liability of the CONSULTANT with respect to all services under this Agreement performed for the CONSULTANT by subconsultants or subcontractors.
 3. Professional liability insurance issued to and covering the liability of the CONSULTANT with respect to all professional services performed by it under this Agreement.

The SPONSOR, the NYSDOT, and the FAA shall be named as additional insureds, as their interests may appear, under the insurance coverages described in Paragraph B above, except for the coverage described in Subparagraph (3), which coverages shall be subject to all of the terms, exclusions, and conditions of the applicable policy.

ARTICLE 10—ASSIGNMENT REQUIREMENTS

The CONSULTANT specifically agrees that:

- A. It is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Agreement or of its right, title, or interest herein, or its power to execute this Agreement, to any other

person, company, or corporation without the previous consent in writing of the SPONSOR, the Commissioner of the NYSDOT, and the FAA.

- B. If this provision of the Agreement is violated, the SPONSOR may terminate this Agreement for cause in accordance with the provisions of Article 12. Furthermore, the SPONSOR shall be relieved from any liability and obligation hereunder to the person, company, or corporation to whom the CONSULTANT shall assign, transfer, convey, sublet, or otherwise dispose of this Agreement in violation of the foregoing paragraph (A), and such transferee shall forfeit and lose all monies assigned to it under this Agreement, except so much as may be required to pay its employees.

ARTICLE 11—ADDITIONAL SERVICES

If authorized in writing by the SPONSOR through a Supplemental Agreement, the CONSULTANT shall furnish or obtain from others any service that is beyond the scope of Schedule(s) "A" ("Additional Services"). The scope and time for performance of, and payment from the SPONSOR to the CONSULTANT for, any Additional Services (which shall be on the basis set forth in Schedule(s) "B") shall be set forth in such Supplemental Agreement.

ARTICLE 12—ABANDONMENT OR AMENDMENT OF PROJECT AND TERMINATION

- A. ABANDONMENT OR AMENDMENT OF THE PROJECT—The SPONSOR shall have the absolute right to abandon or to amend its Project or to change the general basis of performance at any time, and such action on its part shall in no event be deemed a breach of this Agreement. If the SPONSOR amends its Project or changes the general basis thereof, and the CONSULTANT is of the opinion that Additional Services are made necessary thereby, then provisions of Article 11 of this Agreement with respect to Additional Services shall apply. If the Sponsor abandons the Project, then the provisions of Paragraph B(1)(b) below shall govern payment to the CONSULTANT.

B. TERMINATION

The obligation to provide further services under this Agreement may be terminated:

1. For Cause:

- a. By either party upon thirty (30) days' prior written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate as the result of such substantial failure if the party receiving notice begins, within seven (7) days after receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within thirty (30) days of such receipt; provided that, if and to the extent that such substantial failure cannot reasonably be cured within such thirty (30)-day period, and if the party has diligently attempted to cure the failure and thereafter continues diligently to cure the problem, then the cure period may, in the discretion of the terminating party, be extended to sixty (60) days after the receipt of notice.
- b. By the CONSULTANT upon seven (7) days' written notice if (a) the CONSULTANT believes that it is being requested by the SPONSOR to perform or furnish services contrary to or in conflict with the CONSULTANT's responsibilities as a licensed design professional or the standard of care set forth in Article 3 hereof; or (b) the CONSULTANT's services are delayed or suspended for more than ninety (90) days, consecutively or in the aggregate, for reasons beyond the CONSULTANT's control; or (c) the SPONSOR has abandoned, or is considered to have abandoned, the Project.

2. For convenience by the SPONSOR, effective upon the receipt of notice by the CONSULTANT.

C. PAYMENTS UPON TERMINATION

1. For Cause:

- a. By the SPONSOR: If the SPONSOR terminates this Agreement for cause upon completion of any phase of Basic Services, then progress payments due the CONSULTANT in accordance with this Agreement for all such services performed by or furnished through the CONSULTANT and its subconsultants, subcontractors, and vendors through the completion of such phase shall constitute total payment for such services. If the SPONSOR terminates this Agreement for cause during any phase of Basic Services, the CONSULTANT will also be paid for such services performed or furnished in accordance with this Agreement by the CONSULTANT during that phase through the date of termination on the basis specified in Schedule(s) "B". The CONSULTANT will also be paid for the charges of its subconsultants, subcontractors, or vendors who performed or furnished Basic Services to the extent that such services have been performed or furnished in accordance with this Agreement through the effective date of the termination. The SPONSOR shall also pay the CONSULTANT for all unpaid Additional Services and unpaid Reimbursable Expenses.
- b. By the CONSULTANT: If the CONSULTANT terminates this Agreement for cause upon completion of any phase of Basic Services, then progress payments due the CONSULTANT in accordance with this Agreement for all such services performed or furnished by the CONSULTANT and its subconsultants, subcontractors, or vendors through the completion of such phase shall constitute total payment for such services. The CONSULTANT shall also be paid for all unpaid Additional Services and unpaid Reimbursable Expenses, as well as for the CONSULTANT's reasonable expenses directly attributable to termination in accordance with the rates for Additional Services set forth in Schedule(s) "B" measured from the date of termination, including fair and reasonable sums for overhead and profit and the costs of terminating the CONSULTANT's contracts with its subconsultants, subcontractors, or vendors.

2. For convenience

- a. If the SPONSOR terminates this Agreement for convenience upon completion of any phase of Basic Services, then progress payments due the CONSULTANT in accordance with this Agreement for all such services performed by or furnished through the CONSULTANT through the completion of such phase shall constitute total payment for such services. If the SPONSOR terminates this Agreement for convenience during any phase of Basic Services, the CONSULTANT will also be paid for such services performed or furnished in accordance with this Agreement by the CONSULTANT during that phase through the date of termination on the basis specified in Schedule(s) "B". Additionally, the CONSULTANT will be paid for the charges of its subconsultants, subcontractors, or vendors who performed or furnished Basic Services through the effective date of termination. The SPONSOR shall also pay the CONSULTANT for all unpaid Additional Services and unpaid Reimbursable Expenses, as well as for the CONSULTANT's reasonable expenses directly attributable to termination in accordance with the rates for Additional Services set forth in Schedule(s) "B" measured from the date of termination, including fair and reasonable sums for overhead and profit and the costs of terminating the CONSULTANT's contracts with its subconsultants, subcontractors, or vendors.

ARTICLE 13—SUSPENSION OF SERVICES

If the CONSULTANT's services hereunder are delayed or suspended, in whole or in part, by the SPONSOR for more than thirty (30) calendar days, consecutively or in the aggregate, through no fault of the CONSULTANT, then the CONSULTANT shall be entitled to equitable adjustments of rates and amounts of compensation to

reflect, among other things, reasonable costs incurred by the CONSULTANT in connection with the delay or suspension and reactivation and the fact that the time for performance of the CONSULTANT's services hereunder has been revised. If the delay or suspension persists for more than ninety (90) days, consecutive or in the aggregate, then the CONSULTANT may consider the Project to have been abandoned by the SPONSOR and may terminate this Agreement for cause.

Upon the SPONSOR's resumption of its Project, and if the CONSULTANT has not terminated this Agreement for cause, the CONSULTANT shall resume its services under this Agreement until the services are completed and accepted, subject to any adjustment in the rates set forth in Schedule(s) "B" because of the passage of time.

ARTICLE 14—INTERCHANGE OF DATA

During the performance of this Agreement, all technical data in regard to the Project whether (a) existing in the office of the SPONSOR or (b) existing in the office of the CONSULTANT, shall be made available to the other party to this Agreement without expense to such other party.

ARTICLE 15—DISPOSITION OF PROJECT DOCUMENTS

At the time of completion of its services and upon payment in full therefor, the CONSULTANT shall make available to the SPONSOR copies of documents prepared as the result of this Agreement. These documents shall then become the property of the SPONSOR and the maintenance of the data therein shall be the sole responsibility of the SPONSOR. Any reuse of the documents by the SPONSOR or others on extensions of the Project, or on any other project, without written verification or adaptation by the CONSULTANT and its subconsultants, subcontractors, or vendors, as appropriate, for the specific purpose intended will be at the SPONSOR's sole risk and expense and without liability or legal exposure to the CONSULTANT or its subconsultants, subcontractors, or vendors. The SPONSOR shall indemnify the CONSULTANT, its subconsultants, subcontractors, and vendors against, and hold them harmless from, all claims, damages, losses, and expenses (including reasonable expert and attorneys' fees) arising out of or resulting from such reuse.

In the event that this Agreement is terminated for any reason, then within ten (10) days after such termination, the CONSULTANT shall make available to the SPONSOR all data and material prepared under this Agreement, including cover sheets, in accordance with and subject to the terms of the above paragraphs.

ARTICLE 16—CODE OF ETHICS

The CONSULTANT specifically agrees that this Agreement may be canceled or terminated if any service under this Agreement is in conflict with the provisions of Section 74 of the New York State Public Officers' Law, as amended, and Schedule "G", which is attached hereto and made a part hereof.

ARTICLE 17—INDEPENDENT CONTRACTOR

The CONSULTANT, in accordance with its status as an independent contractor, shall conduct itself consistent with such status; shall neither hold itself out as nor claim to be an officer or employee of the SPONSOR by reason hereof; and shall not, by reason hereof, make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the SPONSOR, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

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ARTICLE 18—PATENT RIGHTS AND COPYRIGHTS

Any patentable result arising out of this Agreement, as well as all information, designs, specifications, know-how, data, and findings, shall be made available without cost to the State of New York or its licensees and the FAA for public use. No material prepared in connection with this Project shall be subject to copyright. The State and the FAA shall have the right to publish, distribute, disclose, or otherwise use any material prepared under this Project, subject to the provisions of Article 15 hereof.

ARTICLE 19—NEW YORK STATE PARTICIPATION

The services to be performed in this Agreement are included in a NYSDOT Project, which is being undertaken and accomplished by the SPONSOR and the State of New York and pursuant to which the State of New York has agreed to pay a certain percentage of the allowable Project costs. The State of New York is not a party to this Agreement and no reference in this Agreement to the Commissioner of Transportation or any representative thereof, or to any rights granted to the Commissioner of Transportation or any representative thereof or the State of New York by the Agreement, makes the State of New York a party to this Agreement.

The CONSULTANT and the SPONSOR agree that properly authorized officials of the State of New York may from time to time inspect all Project documents for the purpose of insuring compliance with New York State laws and protecting the interests of the State of New York.

ARTICLE 20—FEDERAL PARTICIPATION

The FAA is not a party to this Agreement, although the Project work program covered by this Agreement is to be financially aided in part by a Grant Agreement between the SPONSOR and the FAA as provided for under the Airport and Airway Development Act of 1970 (P.L. 91258). The SPONSOR and the CONSULTANT hereby agree to comply fully with the conditions set forth in detail in the Grant Agreement as though they were set forth in detail in this Agreement, including the requirements set forth in Schedules "D", "F", "G", and "H" hereto. The CONSULTANT further agrees that, by reason of complying with the conditions of the Grant Agreement, no obligation is entailed on the part of the FAA to the CONSULTANT.

The CONSULTANT and the SPONSOR agree that properly authorized officials of the FAA may from time to time inspect all Project documents for the purpose of insuring compliance with Federal laws and protecting the interests of the FAA.

ARTICLE 21—MISCELLANEOUS

- A. The CONSULTANT shall require all persons employed to perform services hereunder, including its subconsultants or subcontractors, vendors, agents, officers, and employees, to comply with applicable laws in the jurisdiction in which the Project is located.
- B. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.
- C. By execution of this Agreement, the CONSULTANT represents that it has not paid, and also agrees not to pay, any bonus or commission for the purpose of obtaining any approval of this Agreement.
- D. Any notice required under this Agreement shall be in writing, addressed to the appropriate party at the address set forth above (as modified in writing from time to time by such party), and shall be given

personally; by registered or certified first-class mail, postage prepaid and return receipt requested; by facsimile transmission, with confirmation of receipt; or by a nationally-recognized overnight courier service, with proof of receipt. Notice shall be effective upon the date of receipt. For purposes of this Agreement, failure or refusal to accept receipt shall constitute receipt nonetheless. Either party may change its address for notice by giving notice to the other in accordance with the terms of this paragraph.

- E. This Agreement, and the interpretation and enforcement of the provisions hereof, is governed by the laws of the State of New York.

ARTICLE 22 — SUBCONSULTANTS/SUBCONTRACTORS

All subconsultants and subcontractors performing services for or work on this Project shall be bound by the same required provisions of this Agreement as is the CONSULTANT. As set forth above, all agreements between the CONSULTANT and a subconsultant, subcontractor, or vendor shall include all standard required contract provisions, and such agreements shall be subject to review by the NYSDOT and the FAA.

ARTICLE 23 — FORCE MAJEURE

Any delay in or failure of performance of any party to this Agreement shall not constitute a default under this Agreement nor give rise to any claim for damage, if and to the extent such delay or failure is caused by occurrences or events beyond the control of the party affected, including, but not limited to, acts of God; expropriation or confiscation of facilities or compliance with any order or request of government authority, affecting to a degree not presently existing, the supply, availability, or use of personnel or equipment; loss of utility services; blizzard; flood; fire; labor unrest; strikes; war; riot; or any cause the party is unable to prevent with reasonable diligence. A party who is prevented from performing for any reason shall immediately notify the other in writing of the reason for the nonperformance and the anticipated extent of any delay. Additionally, if the delay resulting from any of the foregoing increases the cost of or time required by Consultant to perform its services hereunder in an orderly and efficient manner, then Consultant shall be entitled to an equitable adjustment in schedule and/or compensation.

ARTICLE 24 — DISPUTE RESOLUTION

- A. SPONSOR and the CONSULTANT agree to negotiate in good faith for a period of thirty (30) days from the date of notice of disputes between them prior to exercising their right under the following paragraph. The thirty-day (30) period may be extended upon mutual agreement of the parties.
- B. If any dispute cannot be resolved pursuant to the above paragraph, and only if mutually agreed by SPONSOR and CONSULTANT, said dispute and all unsettled claims, counterclaims, and other matters in question between them arising out of or relating to this Agreement or the breach of any provision hereof (“disputes”) shall be submitted to mediation by a mediator, to be selected by the parties jointly, prior to a party initiating a legal action against the other, unless initiating mediation would irrevocably prejudice one of the parties. It is the intention of the parties that any agreement reached at mediation become binding. The cost of mediation shall be shared equally between the parties.

IN WITNESS WHEREOF, this Agreement has been executed by the SPONSOR, acting by and through the County Executive, who has caused the seal of his or her office to be affixed hereto, and by the CONSULTANT, acting by and through a duly-authorized officer, effective the day and year first above-written, subject to the approval of the Commissioner of the NYSDOT, the State Comptroller, and the FAA.

SPONSOR
ONEIDA COUNTY

CONSULTANT
C&S ENGINEERS, INC.

By: _____
Anthony J. Picente, Jr.

By: Mark Petranuk
Mark F. Petranuk

Title: County Executive

Title: Vice President, Airport Services Group

Date: _____

Date: 5/28/09

Approved As To Form
ONEIDA COUNTY ATTORNEY

By: [Signature]

SCHEDULE A

SCOPE OF WORK

Project Title: Runway 15-33 Rehabilitation (incl. Taxiway J [23])
Airport Name: Griffiss International Airport
Services Provided: Construction Observation & Administration

Project Description:

The CONSULTANT shall provide the following services, including construction contract administration and full-time construction observation, during construction of the Runway 15-33 Rehabilitation. The Project will be constructed by the SPONSOR with grant assistance from the Federal Aviation Administration (FAA) Airport Improvement Program (AIP) and the New York State Department of Transportation (NYSDOT).

Runway 15-33 Rehabilitation:

This project generally includes localized rehabilitation of Runway 15-33 concrete pavement. The work specifically includes localized PCC slab replacements, localized partial depth pavement repairs, crack sealing, pavement marking, and grooving.

Taxiway J (old reference 23) Rehabilitation [NYSDOT PIN 2905.70]:

This project generally includes localized reconstruction of failed areas of concrete pavement, including localized PCC slab replacements, localized partial depth pavement repairs, crack sealing, and pavement marking. Site grading will be performed along the southerly edge of the Taxiway pavement to improve drainage.

Services to be provided by the CONSULTANT shall include the following:

CONSTRUCTION CONTRACT ADMINISTRATION PHASE

The Construction Contract Administration Phase shall consist of observation of the construction to become generally familiar with the progress and quality of the Contractor's work to determine if the work is proceeding in general conformity with the Contract Documents. In addition, the CONSULTANT shall aid the SPONSOR by acting as its liaison and Project coordinator with the NYSDOT and the FAA during the construction of the Project. Construction Contract Administration includes the following services:

1. Provide consultation and advice to the SPONSOR during construction, including the holding of a pre-construction conference, weekly construction coordination meetings, and other meetings required during the course of construction. Prepare and distribute minutes of all meetings.
2. Review, approve, or take other appropriate action on all Contractor-required submittals, such as construction schedules and phasing programs, shop drawings, product data, catalog cuts, and samples.
3. Review alternative construction methods proposed by the Contractor and advise the SPONSOR of the impact of these methods on the schedule and quality of the Project.
4. Prepare supplemental drawings and change orders necessary to execute the work properly within the intended scope. Assist the SPONSOR in resolving contractor claims and disputes.
5. Provide interpretation of the Contract Document requirements and advise the Contractor of these on behalf of the SPONSOR when necessary.
6. Furnish the SPONSOR one reproducible set of the record drawings for the completed Project taken from the annotated record drawings prepared by the resident inspector based upon Contractor-provided information.

7. Prepare reimbursement request packages; coordinate their execution by the SPONSOR; and submit to the funding agencies.
8. Conduct pre-final and final inspections of the completed Project with the SPONSOR's airport personnel, the FAA, and the Contractor.
9. Issue certificates of construction completion to the SPONSOR, the FAA, and the NYSDOT.
10. Perform an orderly closeout of the Project as required by the SPONSOR, the FAA, and the NYSDOT.
11. Provide assistance to the SPONSOR as a witness in any litigation that may arise from the development or construction of the Project. Payment for this service will be as stated in Article 2(A), Item V, of the CONSULTANT Agreement for the Project, of which this Schedule forms a part.

CONSTRUCTION OBSERVATION PHASE

The construction observation phase shall consist of construction observation by a full-time resident engineer or inspector and supporting staff who will also:

1. Maintain a Project record in accordance with the Manual of Uniform Record Keeping (MURK) requirements of the NYSDOT for aviation capital projects.
2. Review documents and submissions by Contractor(s) pertaining to scheduling and advise the SPONSOR as to their acceptability.
3. Observe the Work to determine general conformity with the Contract Documents and to ascertain the need for correction or rejection of the Work. Neither the activities of the resident engineer or inspector and/or supporting staff nor the presence of any of them at a construction/Project site shall relieve Contractor of its obligations, duties, and responsibilities, including, but not limited to, construction means, methods, sequences, techniques, or procedures necessary for performing, superintending, or coordinating the Work in accordance with the Contract Documents and any health or safety precautions or measures required by regulatory agencies. The resident engineer or inspector and supporting staff have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures.
4. Attend and conduct pre-construction, pre-paving and pre-installation conferences; weekly progress meetings; and final inspection of the completed Project.
5. Observe testing and inspection. Arrange for, conduct, or witness field, laboratory, or shop tests of construction materials as required by the plans and specifications for the Project; monitor the suitability of materials on the Project site or brought to the Project site to be used in construction; interpret the contract plans and specifications and check the construction activities for general compliance with the design intent; measure, compute, or check quantities of Work performed and quantities of materials in-place for partial and final payments to the Contractor.
6. Prepare and submit inspection reports of construction activity and problems encountered as required by the SPONSOR, the NYSDOT, and the FAA.
7. Prepare, review, and approve monthly and final payments to Contractor(s).
8. Prepare and implement a Quality Control and Assurance Plan as required by the FAA for monitoring material requirements and properties throughout the course of construction.

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RESPONSIBILITIES/DUTIES OF INSPECTION STAFF

In general, the on-site inspection staff is responsible for monitoring construction activity on a project and documenting their observations in a formal project record. The Project record contents and its preparation shall be in accordance with the NYSDOT M.U.R.K.

The M.U.R.K. System consists of the following records and duties:

1. Engineer's Daily Project Diary
2. Inspector's Daily Reports
3. Summary of Inspector's Daily Reports
4. Preparation of FAA Weekly Reports
5. Prime/Subcontractor Work Summary
6. Preparation of Material Acceptance Reports
7. Preparation of Certification and Testing Log Book
8. Review Subcontractor approval forms
9. Prepare statement of days charged on a weekly basis
10. Conduct Wage Rate Interviews with prime/subcontractors employees
11. Conduct Project meetings with Sponsor and Contractors
12. Field measure quantities on a daily basis
13. Collect and monitor weekly payrolls for Davis Bacon Act Compliance
14. Preparation of Periodic Payment Request for Contractor
15. Record deviations from the contract plans for preparation of record drawings
16. Preparation and review of Change Orders/Force Account Work

The Resident Inspector will assist the SPONSOR and Contractor regarding construction activity as it relates to aircraft operations and coordination of Notice to Airmen (NOTAMS) as required.

END OF SCHEDULE

122.



**ARCHITECTURAL/ENGINEERING
COST SUMMARY
SCHEDULE "B1"
INSPECTION PHASE**

PROJECT NAME: Runway 15-33 Rehabilitation
 PROJ DESCRIPTION Runway Pavement Rehabilitation

DATE: 20-May-09
 A/E: C & S ENGINEERS, INC.
 PROJECT NO: 146.083.001
 C&S CONTACT: R. Napolitano

CLIENT: Oneida County
 CLIENT MANAGER: Bill Applebee

I. DIRECT SALARY COSTS:

TITLE	MAXIMUM RATE OF PAY (\$/HR)	AVERAGE RATE OF PAY (\$/HR)	@	HOURS	COST
A. SERVICE GROUP MANAGER	\$76.90	\$66.50	X	0	\$0.00
B. DEPARTMENT MANAGER	\$66.50	\$50.70	X	0	\$0.00
C. MANAGING ENGINEER	\$47.80	\$46.30	X	40	\$1,852.00
D. CHIEF ENGINEER	\$47.30	\$45.20	X	0	\$0.00
E. SENIOR PROJECT ENGINEER	\$41.90	\$37.70	X	130	\$4,901.00
F. PROJECT ENGINEER	\$40.00	\$34.10	X	10	\$341.00
G. ENGINEER	\$35.80	\$33.20	X	40	\$1,328.00
H. STAFF ENGINEER	\$29.80	\$25.90	X	0	\$0.00
I. SENIOR DESIGNER	\$35.80	\$30.90	X	0	\$0.00
J. DESIGNER	\$29.80	\$23.70	X	40	\$948.00
K. CADD OPERATOR	\$21.30	\$19.60	X	0	\$0.00
L. ADMINISTRATIVE ASSISTANT	\$23.60	\$19.60	X	80	\$1,568.00
M. GRANTS ADMINISTRATOR	\$35.30	\$31.70	X	60	\$1,902.00
N. MANAGER AIRPORT PLANNING	\$53.30	\$51.20	X	0	\$0.00
O. SENIOR PLANNER	\$53.40	\$42.10	X	0	\$0.00
P. PLANNER	\$37.50	\$34.80	X	0	\$0.00
Q. STAFF PLANNER	\$28.70	\$26.50	X	0	\$0.00
R. SENIOR PROJECT ARCHITECT	\$39.20	\$36.10	X	0	\$0.00
S. PROJECT ARCHITECT	\$33.10	\$31.40	X	0	\$0.00
T. MANAGING GEOLOGIST (SOILS ENG)	\$50.10	\$47.90	X	0	\$0.00
U. GEOLOGIST	\$24.00	\$22.60	X	0	\$0.00
V. ENVIRONMENTAL SCIENTIST	\$30.90	\$27.10	X	0	\$0.00
W. SENIOR CONSTRUCTION SUPERVISOR	\$59.50	\$57.30	X	108	\$6,188.00
X. CONSTRUCTION SUPERVISOR	\$47.80	\$46.30	X	0	\$0.00
Y. RESIDENT ENGINEER	\$41.80	\$39.80	X	900	\$35,820.00
Z. CHIEF INSPECTOR	\$33.10	\$31.40	X	0	\$0.00
AA. SENIOR INSPECTOR	\$29.50	\$25.40	X	966	\$24,536.00
BB. INSPECTOR	\$29.80	\$26.50	X	0	\$0.00
CC. JUNIOR INSPECTOR	\$18.80	\$17.60	X	0	\$0.00
DD. SENIOR TECHNICAL ADMINISTRATOR	\$28.10	\$26.50	X	80	\$2,120.00
EE. PARTY CHIEF	\$51.30	\$49.10	X	0	\$0.00
FF. SURVEYOR I	\$48.40	\$46.20	X	0	\$0.00
GG. SURVEYOR II	\$48.40	\$46.20	X	0	\$0.00
TOTAL ESTIMATED DIRECT SALARY COST:					\$81,504.00

II. OVERHEAD EXPENSES & PAYROLL BURDEN PER SCHEDULE "C" -
 (AUDITABLE, ESTIMATED AND EXPRESSED AS A PERCENTAGE
 OF DIRECT SALARY COST):

160.00% \$130,406.00

III. SUBTOTAL OF ITEMS I & II:

\$211,910.00

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IV. ESTIMATE OF DIRECT EXPENSES:

A.	TRAVEL, BY AUTO:	199 TRIPS @	100 MILES/TRIP @	\$0.550 =	\$10,945.00
B.	TRAVEL, ON SITE, BY AUTO:	166 DAYS @	10 MILES/DAY @	\$0.550 =	\$913.00
C.	TRAVEL, BY AIR:	0 TRIPS @	0 PERSONS @	\$0.00 =	\$0.00
D.	PER DIEM:	0 DAYS @	0 PERSONS @	\$109.00 =	\$0.00
E.	CELL PHONE:	2 MONTHS@		\$200.00 =	\$400.00
F.	MISCELLANEOUS:			=	<u>\$292.00</u>

TOTAL ESTIMATE OF DIRECT EXPENSES: \$12,550.00

V. FIXED FEE (PROFIT, LUMP SUM):

A.	LABOR PLUS OVERHEAD:	15%	(OF III.)	\$31,787.00
B.	DIRECT EXPENSES:	15%	(OF IV.)	<u>\$1,883.00</u>

TOTAL FIXED FEE: \$33,670.00

VI. SUBCONTRACTS:

A.	ESTIMATE OF CUT & FILL SURVEYS:				\$0.00
B.	ESTIMATE OF CONSTRUCTION TESTING SERVICES:				
1	ASPHALT TECHNICIAN (PLANT):	0	DAYS @	\$500.00 =	\$0.00
2	SOILS/CONCRETE TECHNICIAN:	33	DAYS @	\$450.00 =	\$14,850.00
3	ADDITIONAL PAVEMENT CORES:	0	EACH @	\$50.00 =	\$0.00
4	TRIP CHARGE:	24	EACH @	\$60.00 =	\$1,440.00
5	MECHANICAL ANALYSIS:	2	EACH @	\$35.00 =	\$70.00
6	HYDROMETER ANALYSIS:	2	EACH @	\$60.00 =	\$120.00
7	ATTERBERG LIMITS:	2	EACH @	\$55.00 =	\$110.00
8	LABORATORY PROCTORS:	2	EACH @	\$100.00 =	\$200.00
9	CONCRETE COMPRESSIVE STRENGTH:	0	EACH @	\$6.00 =	\$0.00
10	CONCRETE FLEXURAL STRENGTH:	75	EACH @	\$6.00 =	\$450.00
11	TOPSOIL (pH):	0	EACH @	\$15.00 =	\$0.00
12	LA ABRASION:	2	EACH @	\$180.00 =	\$360.00
13	MAGNESIUM SULFATE SOUNDNESS:	2	EACH @	\$185.00 =	\$370.00
14	NATURAL MOISTURE CONTENT:	0	EACH @	\$6.00 =	\$0.00

TOTAL ESTIMATED CONSTRUCTION TESTING SERVICES: \$17,970.00

VII. TOTALS:

A.	MAXIMUM TOTAL COST FOR INSPECTION SERVICES, AGREEMENT TOTAL & FAA ELIGIBLE:	<u><u>\$276,100.00</u></u>
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**ARCHITECTURAL/ENGINEERING
COST SUMMARY
SCHEDULE "B2"
INSPECTION PHASE**

PROJECT NAME: Taxiway J Pavement Rehabilitation
 PROJ DESCRIPTION Taxiway Pavement Rehabilitation

DATE: 20-May-09
 A/E: C & S ENGINEERS, INC.
 PROJECT NO: 146.083.002
 C&S CONTACT: R. Napolitano

CLIENT: Oneida County
 CLIENT MANAGER: Bill Applebee

I. DIRECT SALARY COSTS:

TITLE	MAXIMUM RATE OF PAY (\$/HR)	AVERAGE RATE OF PAY (\$/HR)	@	HOURS	COST
A. SERVICE GROUP MANAGER	\$76.90	\$66.50	X	0	\$0.00
B. DEPARTMENT MANAGER	\$66.50	\$50.70	X	0	\$0.00
C. MANAGING ENGINEER	\$47.80	\$46.30	X	20	\$926.00
D. CHIEF ENGINEER	\$47.30	\$45.20	X	0	\$0.00
E. SENIOR PROJECT ENGINEER	\$41.90	\$37.70	X	46	\$1,734.00
F. PROJECT ENGINEER	\$40.00	\$34.10	X	0	\$0.00
G. ENGINEER	\$35.80	\$33.20	X	10	\$332.00
H. STAFF ENGINEER	\$29.80	\$25.90	X	0	\$0.00
I. SENIOR DESIGNER	\$35.80	\$30.90	X	0	\$0.00
J. DESIGNER	\$29.80	\$23.70	X	10	\$237.00
K. CADD OPERATOR	\$21.30	\$19.60	X	0	\$0.00
L. ADMINISTRATIVE ASSISTANT	\$23.60	\$19.60	X	10	\$196.00
M. GRANTS ADMINISTRATOR	\$35.30	\$31.70	X	10	\$317.00
N. MANAGER AIRPORT PLANNING	\$53.30	\$51.20	X	0	\$0.00
O. SENIOR PLANNER	\$53.40	\$42.10	X	0	\$0.00
P. PLANNER	\$37.50	\$34.80	X	0	\$0.00
Q. STAFF PLANNER	\$28.70	\$26.50	X	0	\$0.00
R. SENIOR PROJECT ARCHITECT	\$39.20	\$36.10	X	0	\$0.00
S. PROJECT ARCHITECT	\$33.10	\$31.40	X	0	\$0.00
T. MANAGING GEOLOGIST (SOILS ENG)	\$50.10	\$47.90	X	0	\$0.00
U. GEOLOGIST	\$24.00	\$22.60	X	0	\$0.00
V. ENVIRONMENTAL SCIENTIST	\$30.90	\$27.10	X	0	\$0.00
W. SENIOR CONSTRUCTION SUPERVISOR	\$59.50	\$57.30	X	24	\$1,375.00
X. CONSTRUCTION SUPERVISOR	\$47.80	\$46.30	X	0	\$0.00
Y. RESIDENT ENGINEER	\$41.80	\$39.80	X	224	\$8,915.00
Z. CHIEF INSPECTOR	\$33.10	\$31.40	X	0	\$0.00
AA. SENIOR INSPECTOR	\$29.50	\$25.40	X	0	\$0.00
BB. INSPECTOR	\$29.80	\$26.50	X	0	\$0.00
CC. JUNIOR INSPECTOR	\$18.80	\$17.60	X	0	\$0.00
DD. SENIOR TECHNICAL ADMINISTRATOR	\$28.10	\$26.50	X	30	\$795.00
EE. PARTY CHIEF	\$51.30	\$49.10	X	0	\$0.00
FF. SURVEYOR I	\$48.40	\$46.20	X	0	\$0.00
GG. SURVEYOR II	\$48.40	\$46.20	X	0	\$0.00

TOTAL ESTIMATED DIRECT SALARY COST: \$14,827.00

II. OVERHEAD EXPENSES & PAYROLL BURDEN PER SCHEDULE "C" -

125

(AUDITABLE, ESTIMATED AND EXPRESSED AS A PERCENTAGE OF DIRECT SALARY COST):

160.00%

\$23,723.00

III. SUBTOTAL OF ITEMS I & II:

\$38,550.00

IV. ESTIMATE OF DIRECT EXPENSES:

A.	TRAVEL, BY AUTO:						
		8 TRIPS @	100 MILES/TRIP @	\$0.550	=	\$440.00	
B.	TRAVEL, ON SITE, BY AUTO:						
		42 DAYS @	2 MILES/DAY @	\$0.550	=	\$46.20	
C.	TRAVEL, BY AIR:						
		0 TRIPS @	0 PERSONS @	\$0.00	=	\$0.00	
D.	PER DIEM:						
		0 DAYS @	0 PERSONS @	\$109.00	=	\$0.00	
E.	CELL PHONE:						
			0 MONTHS@	\$200.00	=	\$0.00	
F.	MISCELLANEOUS:				=	<u>\$100.80</u>	

TOTAL ESTIMATE OF DIRECT EXPENSES:

\$587.00

V. FIXED FEE (PROFIT, LUMP SUM):

A.	LABOR PLUS OVERHEAD:	15%	(OF III.)	\$5,783.00
B.	DIRECT EXPENSES:	15%	(OF IV.)	<u>\$88.00</u>

TOTAL FIXED FEE:

\$5,871.00

VI. SUBCONTRACTS:

A.	ESTIMATE OF CUT & FILL SURVEYS:					\$0.00
B.	ESTIMATE OF CONSTRUCTION TESTING SERVICES:					
1	ASPHALT TECHNICIAN (PLANT):	0	DAYS @	\$500.00	=	\$0.00
2	SOILS/CONCRETE TECHNICIAN:	5	DAYS @	\$450.00	=	\$2,250.00
3	ADDITIONAL PAVEMENT CORES:	0	EACH @	\$50.00	=	\$0.00
4	TRIP CHARGE:	2	EACH @	\$60.00	=	\$120.00
5	MECHANICAL ANALYSIS:	2	EACH @	\$35.00	=	\$70.00
6	HYDROMETER ANALYSIS:	2	EACH @	\$60.00	=	\$120.00
7	ATTERBERG LIMITS:	2	EACH @	\$55.00	=	\$110.00
8	LABORATORY PROCTORS:	2	EACH @	\$100.00	=	\$200.00
9	CONCRETE COMPRESSIVE STRENGTH:	0	EACH @	\$6.00	=	\$0.00
10	CONCRETE FLEXURAL STRENGTH:	12	EACH @	\$6.00	=	\$72.00
11	TOPSOIL (pH):	0	EACH @	\$15.00	=	\$0.00
12	LA ABRASION:	2	EACH @	\$180.00	=	\$360.00
13	MAGNESIUM SULFATE SOUNDNESS:	2	EACH @	\$185.00	=	\$370.00
14	NATURAL MOISTURE CONTENT:	0	EACH @	\$6.00	=	\$0.00

TOTAL ESTIMATED CONSTRUCTION TESTING SERVICES:

\$3,672.00

VII. TOTALS:

A.	MAXIMUM TOTAL COST FOR INSPECTION SERVICES, AGREEMENT TOTAL & NYSDOT GRANT ELIGIBLE:	\$48,680.00
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126.

SCHEDULE "C"

**C&S ENGINEERS, INC
PROJECTED ALLOWABLE OVERHEAD
FYE 12/31/08**

	ALLOWABLE COST	% OF DIRECT LABOR
SALARY OVERHEAD (PAYROLL BURDEN)		
Vacation & Holiday	1,700,000.00	13.49%
Sick & Personal	375,000.00	2.98%
FICA Taxes	1,450,000.00	11.51%
U. E. Taxes	220,000.00	1.75%
WC Insurance	120,000.00	0.95%
Group Insurance	1,360,000.00	10.79%
Bonus	550,000.00	4.37%
Employee Benefits	639,000.00	5.07%
Payroll Preparation	30,000.00	0.24%
TOTAL SALARY OVERHEAD	6,444,000.00	51.14%
GENERAL & ADMINISTRATIVE OVERHEAD		
Indirect Labor	1,512,000.00	12.00%
Clerical & Administrative	2,450,000.00	19.44%
Project Development	2,600,000.00	20.63%
Meetings Conventions & Education	300,000.00	2.38%
Office Supplies & Equipment Leases	3,000,000.00	23.81%
Travel & Auto Expenses	775,000.00	6.15%
Insurance	350,000.00	2.78%
Depreciation	525,000.00	4.17%
Rent , Janitorial, & Maintenance	1,231,000.00	9.77%
Utilities	250,000.00	1.98%
Telephone	350,000.00	2.78%
Dues & Fees	85,000.00	0.67%
Workshops, Seminars, & Education	153,500.00	1.22%
Legal & Accounting	135,000.00	1.07%
TOTAL GENERAL & ADMINISTRATIVE	13,716,500.00	108.86%
TOTAL ALLOWABLE OVERHEAD	20,160,500.00	160.00%
TOTAL DIRECT LABOR	12,600,000.00	
TOTAL PAYROLL	21,537,000.00	
DIRECT LABOR %	58.50%	

SCHEDULE "D"

**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION**

SELECTION OF CONSULTANTS

Oneida County

Griffiss International Airport

(Sponsor)

(Airport)

(Project Number)

(Work Description) Airport Access Road.

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General standards for selection of consultant services within Federal grant programs are described in Title 49, Code of Federal Regulations (CFR), Part 18.36. Sponsors may use other qualifications-based procedures provided they are equivalent to specific standards in 49 CFR 18 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standard.

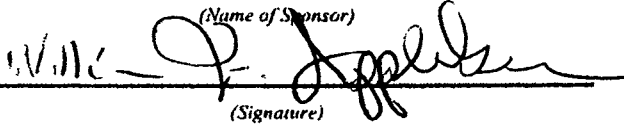
	Yes	No	N/A
1. Solicitations were (will be) made to ensure fair and open competition from a wide area of interest.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. For contracts over \$100,000, consultants were (will be) selected using competitive procedures based on qualifications, experience, and disadvantaged enterprise requirements with the fees determined through negotiations.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. A record of negotiations has been (will be) prepared reflecting considerations involved in the establishment of fees, which are not significantly above the sponsor's independent cost estimate.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. If engineering or other services are to be performed by sponsor force account personnel, prior approval was (will be) obtained from the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. The consultant services contracts clearly establish (will establish) the scope of work and delineate the division of responsibilities between all parties engaged in carrying out elements of the project.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Costs associated with work ineligible for AIP funding are (will be) clearly identified and separated from eligible items in solicitations, contracts, and related project documents.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Yes	No	N/A
7. Mandatory contract provisions for grant-assisted contracts have been (will be) included in consultant services contracts.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. The cost-plus-percentage-of-cost methods of contracting prohibited under Federal standards were not (will not be) used.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. If the services being procured cover more than the single grant project referenced in this certification, the scope of work was (will be) specifically described in the advertisement, and future work will not be initiated beyond five years.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

Oneida County

(Name of Sponsor)



(Signature)

William F. Applebee

(Typed Name of Sponsor's Designated Official Representative)

Oneida County Airport Engineer

(Typed Title of Sponsor's Designated Official Representative)

(Date)

END OF SCHEDULE

SCHEDULE G

CERTIFICATION OF CONSULTANT

I hereby certify that I am the Manager of the Airport Services Group and a duly authorized representative of the firm of C&S Engineers, Inc., whose address is 499 Col. Eileen Collins Blvd., Syracuse, New York, 13212 and that neither I nor the above firm I here represent has:

- A. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this Contract.
- B. agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out the Contract, or
- C. paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Contract; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the FAA of the United States Department of Transportation, in connection with this Contract, involving participation of Airport Improvement Program (AIP) funds and is subject to applicable state and Federal laws, both criminal and civil.

5/28/09

Date

Mark Petranich

Mark F. Petranich
Airports Service Group Manager

END OF SCHEDULE

The CONSULTANT agrees to perform the services in the Construction Observation Phase of this Project during the construction contract period, estimated to be as follows:

Runway 15-33 Rehabilitation:

- Pre-Construction: Sr. Construction Supervisor, 3 days
 Resident Engineer, 2 @ 5 days each = 10 days
 Senior Inspector, 2 @ 5 days each = 10 days
- Construction Period: Sr. Construction Supervisor, 10 hrs per week @ 5 weeks
 Resident Engineer 2 @ 33 days each @ 10 hrs/day
 Sr. Inspector 2 @ 33 days each @ 8 hrs/day (Regular Time)
 Sr. Inspector 2 @ 33 days each @ 3 hrs /day (Over Time)*
 *(2 hrs @ 1.5 times the regular rate to account for 2 hrs at premium rate.)
- Post-Construction: Sr. Construction Supervisor, 3 days
 Resident Engineer, 2 @ 5 days each = 10 days
 Sr. Inspector, 2 @ 5 days each = 10 days

Taxiway J (old reference 23) Rehabilitation:

- Pre-Construction: Sr. Construction Supervisor, 1 day
 Resident Engineer, 1 day
- Construction Period: Sr. Construction Supervisor, 1 day
 Resident Engineer, 20 days @ 10 hrs/day
- Post-Construction: Sr. Construction Supervisor, 1 day
 Resident Engineer, 2 days

131,

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

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

ADMINISTRATION

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

July 8, 2009

7N 2009-321

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

PUBLIC HEALTH

WAYS & MEANS

Dear Mr. Picente:

Attached are three (3) copies of an agreement between Oneida County through its Health Department and the City of Utica.

As you are aware, the City of Utica has the second highest incidence of new lead poisoning cases in New York State, outside of New York City. Most of this lead poisoning is caused by pre-1950s housing with lead-based paint that is in deteriorating condition. The City of Utica is the principal applicant on a \$2 million dollar HUD Lead Hazard Reduction grant with the Oneida County Health Department as a partner that will provide rehabilitation funding assistance to property owners to make necessary repairs to bring their units into compliance with codes and reduce lead-based paint hazards. The grant requires a match from the County and/or Health Department. The term of this agreement shall become effective November 1, 2009 and remain in effect until October 31, 2012. The New York State Department of Health has notified the Lead Primary Prevention program that it will receive increased funding beginning October 1, 2009. Since these are New York State funds they qualified to be utilized as match funds for grant application purposes. All funds remain with the Health Department who will collaborate with the City's Lead Grant on mutually beneficial lead programs that satisfy both municipalities' grant deliverables.

The City of Utica received late notification of their eligibility to apply for this grant. **Due to a grant submission deadline of July 16th, we respectfully request this agreement be reviewed at your July 15th meeting.**

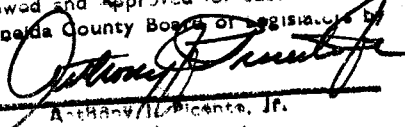
Feel free to contact me should you require additional information.

Sincerely,



Daniel W. Gilmore, Ph.D.
Acting Public Health Director

attachments

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

Anthony J. Picente, Jr.
County Executive
Date: 7-10-09

RECEIVED
ONEIDA COUNTY LEGISLATURE
2009 JUL 10 PM 12:46

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Environmental Health

NAME AND ADDRESS OF VENDOR: Oneida County Health Department
185 Genesee Street
Utica, New York 13501

VENDOR CONTACT PERSON: Catherine Bullwinkle (Lead Program)
Oneida County Health Department

DESCRIPTION OF CONTRACT: This is a memorandum of understanding for the purpose of implementing a lead based paint hazard reduction grant program for the City of Utica.

SUMMARY OF STATEMENTS: The City of Utica is proposing to establish a comprehensive lead hazard reduction program. The program will conduct a community education and outreach program on childhood lead poisoning and lead hazard reduction, identify structures in need of lead hazard reduction with assistance from the Oneida County Health Department's Lead Poisoning Prevention Program (CLPPP), Lead Primary Prevention Program Project (LPPP), and Healthy Neighborhoods Program (HNP).

PREVIOUS CONTRACT YEAR: N/A

TOTAL:

THIS CONTRACT YEAR: This will be an ongoing partnership.

TOTAL: No monies are being transferred.

 NEW RENEWAL AMENDMENT

 X MEMORANDUM OF AGREEMENT

FUNDING SOURCE: A3415, A3451, A4018.3418

Less Revenues: (No money is being transferred)

State Funds:

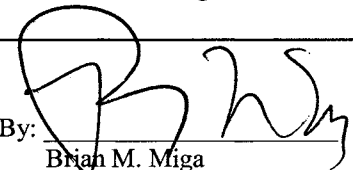
Federal Funds:

County Dollars – Previous Contract -

County Dollars – This Contract

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

DATE: July 9, 2009

Contract Reviewed By:  Brian M. Miga Assistant County Attorney
Date: <u>7-10-09</u>

MEMORANDUM OF AGREEMENT

The City of Utica, Oneida County government, and the Oneida County Health Department enter into this memorandum of agreement for the purpose of implementing a Lead-Based Paint Hazard Reduction Grant Program for the City of Utica. The City of Utica is submitting an application for funding to the U.S. Department of Housing and Urban Development to establish a Lead-Based Paint Hazard Control Grant Program. The City of Utica, New York is requesting a grant of approximately \$2,000,000.00 from the U.S. Department of Housing and Urban Development for a Lead-Based Paint Hazard Reduction Grant Program. The project will serve the jurisdiction of the City of Utica and target neighborhoods where there is evidence of significant incidence of childhood lead poisonings based on historical lead poisoning incidence and GIS identified high risk areas conducive to creating lead poisoning hazards.

The City of Utica is proposing to establish a comprehensive lead hazard reduction program. The program will conduct a community education and outreach program on childhood lead poisoning and lead hazard reduction, identify structures in need of lead hazard reduction with assistance from the Oneida County Health Department's Childhood Lead Poisoning Prevention Program (CLPPP), Lead Primary Prevention Program Project (LPPP), and Healthy Neighborhoods' Program (HNP), provide financial and technical assistance to property owners for lead hazard control activities, and offer relocation, education, case management, and medical assistance to their very low and low income tenants. The objectives of the project are to ensure affordable, lead-safe housing for Utica families with children under the age of six, take a primary prevention approach to preventing childhood lead poisoning, and create an integrated and long-term program for a cost effective primary prevention lead hazard reduction program that can be replicated in comparable communities.

The City of Utica is committed to the implementation of a lead hazard reduction program. The City of Utica will serve as the applicant agency for this project, with the Oneida County government and Oneida County Health Department acting as program partners.

As applicant agency, the City of Utica will:

- Appropriately receive and disburse all funds.
- Submit all reports required by HUD including performance evaluation reports and quarterly progress reports.
- Serve as the grant recipient.
- Oversee project activities.
- Subcontract with GroWest for program implementation activities.
- Coordinate efforts between its Codes Department, Rental Occupancy Permit Inspection program, and the CLPPP, LPPP, and HNP programs to implement targeted enforcement in high risk areas.

As project partners, the Oneida County government, and the Oneida County Health Department through its Childhood Lead Poisoning Prevention Program (CLPPP), Lead Primary Prevention Project Program (LPPP) and Healthy Neighborhoods Program (HNP) agrees to provide the following funds and services in support of the proposed program:

Oneida County Match and Leveraged Funds

Municipality	Type of Support	Annual Amount of Support Years 2009-2010 2010-2011 2011-2012	Three Year Value Match Dollars 2009-2012
Oneida County Health Department's Lead Primary Prevention program	'In Kind' Match	\$53,643.00*	\$160,929.00

*Dependent upon continued funding from NYSDOH Lead Primary Prevention Program at the current levels. The \$53,643.00 represents new funding for 2009-2010 from the New York State Department of Health for Lead Primary Prevention activities. Lead Primary Prevention funds are targeted 100% to the City of Utica's high risk areas for lead poisoning and the program was specifically designed to work seamlessly with the City of Utica's lead housing rehabilitation grant programs.

Additionally, \$273,556.00 of other NYSDOH Lead Primary Prevention funds as well as \$109,292.00 in "In Kind" funds from the Lead Primary Prevention program (LPP) are utilized to currently support a 2008 HUD Lead Hazard Control grant targeted in the City of Utica, along with \$217,271.00 in CLPPP funds (grant and 'in kind') and \$282,366.00 in Healthy Neighborhoods (HN) funding (grant and 'in kind').

Oneida County Health Department's Program (LPP/CLPPP/HN) Services provided:

- Coordinate with the City of Utica to identify addresses where children with elevated blood levels reside without compromising client confidentiality.
- Review birth certificate data for each year's birth cohort born into high risk areas of the City of Utica and contact families requesting them to participate in a primary prevention program to reduce the lead hazards in their housing unit.
- Provide technical assistance through the department's Planning, Quality Improvement Coordinator, and Senior Sanitarian for GIS mapping of data, developing a database of lead poisoning incidence, and identification of trends by census tract and block group.
- Provide blood lead level testing by appointment through its Article 28 Diagnostic & Treatment Center at 406 Elizabeth Street, Utica, NY 13501 for any child under age 6 who does not have access to a primary care provider, lacks insurance coverage, or cannot obtain an appointment in a timely manner with their Primary Care Provider for the requisite blood test to facilitate their participation in the program. The CLPPP/LPP will coordinate the appointments with the clinic for this testing.

- The Diagnostic & Treatment Center (clinic) offers a sliding fee scale at 200% of poverty and will not turn away anyone for inability to pay for this testing.
- Issued a Commissioner's Order supported by NYS Public Health Law permitting targeted enforcement and primary prevention activities in the designated high risk areas where units are conducive to creating lead poisoning hazards.
- For all children identified in the target area through birth certificate data who have a blood lead level below the current CDC level of concern for lead poisoning of $\geq 10 \mu\text{g}/\text{dL}$, offer a combination of visual assessment, lead dust wipe analysis, XRF of deteriorated paint, XRF of all paint surfaces, or full risk assessment depending on circumstances found in the unit and dependent upon the timely compliance of the property owner.
- For all children admitted to the LPP, the program will conduct ASQ developmental screening and make appropriate referrals for identified developmental delays to Child Find and/or Early Intervention services.
- The LPP will refer all children in the program for lead testing.
- For all families admitted to the LPP, the program will provide educational home visits to increase knowledge of lead based paint hazards, provide education regarding ongoing cleaning after specialized cleaning is completed, provide education on temporary repair of lead hazards using the primer touch up kit.
- For all properties enrolled in the LPP program as above and repaired either using interim controls with lead safe work practices or abatement as identified in the Notice & Information administrative instrument, the LPP will provide free specialized cleaning and clearance testing up to the limits expressed in the Lead Primary Prevention grant and subject to continued funding by the NYS Department of Health.
- For properties identified as above provide the family with free cleaning supplies, free primer touch up kit, free infant safety kit, free 0.3 micron furnace filter and monitoring of the birth year cohort child's blood lead level until age 3 as permitted by parent or legal guardian subject to continued funding by the NYS Department of Health.
- Additional properties of that landlord may receive free clearance testing up to the limits expressed in the Lead Primary Prevention Program grant if they take free lead safe work practice training, and clean the unit with the HEPA loaner vacuum.
- For all landlords willing to rent to refugee families, the Lead Primary Prevention Program will offer free use of the HEPA loaner vacuums, free lead safe work practice training, and free clearance testing up to the limits expressed in the grant and subject to continued funding by the New York State Department of Health.
- Provide referral packet and contact information to all property owners participating in LPP initiatives for consideration for inclusion in LSU 2009 housing rehabilitation program.
- For all new cases with a blood lead level elevation between 9-14 $\mu\text{g}/\text{dL}$, the CLPPP will provide educational materials and reminder letters regarding retesting dates. For elevated blood lead levels of $\geq 15\mu\text{g}/\text{dL}$, the CLPPP will provide outreach education visits and an environmental investigation.
- For all new cases with a blood lead level elevation of $\geq 15 \mu\text{g}/\text{dL}$, the CLPPP will conduct an environmental investigation to establish the possible source of the lead poisoning and provide technical assistance for lead hazard reduction to the landlord or families. The Lead Coordinator, Sanitarian or his/her designee will

provide information to the landlord and/or tenants regarding the City of Utica's program and make appropriate referrals to them as needed.

- For all new cases with a blood lead level elevation of $\geq 15 \mu\text{g/dL}$, the CLPPP will offer outreach worker home visits to educate the family on lead hazard risk reduction activities, nutritional needs, and to complete age appropriate developmental screening utilizing the Ages and Stages Questionnaire (ASQ). The CLPPP will coordinate referrals to the Child Find, Early Intervention, or the CPSE of the child's local school district based on the findings of the ASQ and with the consent of the parent or legal guardian.
- The CLPPP will provide case management and referral to and with appropriate resources as indicated by the individual needs of the child until the blood lead level reaches CDC recognized acceptable guidelines for discharge.
- The CLPPP/LPP through its planned activities will provide outreach and education programs or materials to medical providers, schools, pre-schools, daycare centers, faith based organizations, contractors, home improvement centers, county and city clerks, libraries, and other entities serving the targeted lead hazard reduction area on lead poisoning, lead testing, and lead hazard reduction, and will provide information and materials related to the activities of the City of Utica's Lead Safe Utica 2009 as indicated.
- The LPP will send out mailings to prospective contractors with information on lead safe work practices and information on becoming an EPA Certified Contractor or Supervisor along with a schedule of available training courses. The LPP will coordinate their efforts in this area with those of GroWest. The LPP through its grant will provide free slots for 16 hr. Lead Abatement Worker training, 32 hr. Lead Abatement Supervisor, and 8 hr. Lead Worker to increase the capacity of trained contractors capable of bidding on rehabilitation projects.
- A website for "Lead Recalls and Information" has been developed and will be maintained by the LPP program and IT staff. The website permits contractors or others who want to attend LSWP, lead abatement, or other seminars to register online or via telephone.
- A contractor section on the Lead Recalls and Information area of the County website offers lists of contractors who have successfully completed their lead abatement certifications or LSWP and provides a link to the EPA and Attorney General's office for complaints about unsafe work practices.
- The LPP will offer free property owner seminars to inform owners of the NYS Property Maintenance codes, and Oneida County Sanitary Codes, offer free LSWP training classes, free use of HEPA loaner vacuums, and provide packets of information on Lead Safe Utica (LSU) 2009 housing rehabilitation opportunities. Property owners will be contacted by direct mailings, press releases, landlord association groups, and the website.
- The Healthy Neighborhood's Program which operates in the 13501 and 13502 zip codes will make joint home visits with the LPP to provide educational materials during its home visits and complete surveys and make referrals to coordinate with the LSU 2009 program. It also provides housing and personal safety related materials and cleaning supplies to families to facilitate lead risk reduction cleaning activities and promote safe and healthy housing.
- The department provides ongoing inservices to its Maternal Child Health (MCH), MOM's Program, Community Health Worker (CHW), Healthy Families, WIC program, and Early Intervention staffs on its efforts with the City of Utica's lead hazard reduction program and provide materials on how to refer clients to the

B7.

City of Utica's program. Staff from those programs completed the HUD online visual assessment training course and make appropriate referrals and it's MCH, and CHW staffs will assist in completing Healthy Neighborhood program surveys in the 13501 and 13502 zip codes.

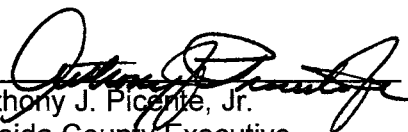
- Healthy Neighborhood' s and LPP program staff will work with Utica Codes Officers to identify codes violations and related lead hazards and make appropriate referrals.
- The LPP will provide free 8 hr. Lead Worker training to support low income women, minority, refugee, and veteran's employment opportunities in the targeted area in support of LSU 2009 initiatives.
- The department will provide lead poisoning information on its web site including lead testing, lead risk reduction, contractor information, a link to the HUD online visual assessment course, and a link to the City of Utica's web site for information on the lead hazard reduction program. Educational literature and LSWP training schedules in the primary languages of local residents will be made available on the health department website in PDF, at the local library, and via mail for those without internet access.
- The LPP will work collaboratively with faith based organizations and the local refugee center to translate, provide, and distribute lead hazard reduction education materials and program flyers to low income and refugee residents.
- The department through its social marketing/health promotion committee will work with area media to provide information on lead poisoning prevention and provide information in support of the City of Utica's lead hazard reduction program activities.
- The CLPPP/LPP will work with the Safe Housing Coalition regarding activities that support the City of Utica's lead hazard control grant.
- The LPP has worked in collaboration with the City of Utica and the Safe Housing Coalition to develop a lead safe housing registry database.
- The LPP agrees to share de-identified qualitative and quantitative aggregate data from its pilot project as required by HUD for program evaluation in support of LSU 2009 initiatives.
- The LPP will work with the Oneida County Workforce Investment Board to identify low income youths 18-23 years old that would benefit from lead trainings or certifications to promote employment in the Lead Safe Utica 2009 grant and other green construction.
- The LPP will work with the Mohawk Valley Center for Refugee Resources to identify refugees who would benefit from lead trainings or certifications to promote employment in the City of Utica's Lead Safe Utica 2009 housing rehabilitation program and other green construction industries. Property owner seminars and LSWP trainings will be offered with interpreters as needed for owners with limited-English language proficiency to affirmatively market the availability of grant rehabilitation funds to all eligible property owners.

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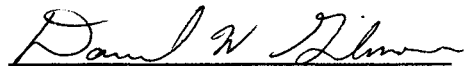
- The Weatherization and Hope VI Housing Rehabilitation programs will notify the OCHD's CLPPP/LPP of any addresses for which they will be expending funds. The OCHD's CLPPP/LPP without breaching the confidentiality of its clients, will review the addresses against its list of properties that currently have children with a diagnosis of lead poisoning or who are at risk for lead poisoning due to existing conditions conducive to causing lead poisoning to determine if there are matches. If matches are found, without breaching the confidentiality of its clients, the OCHD CLPPP/LPP will coordinate with the programs to support lead hazard control activities on those addresses.

The terms of this memorandum of agreement will be for the thirty-six month period of the U.S. Department of Housing and Urban Development grant.

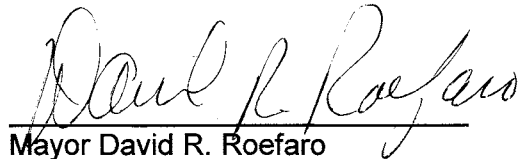
All parties agree to this Memorandum of Agreement for the implementation of the City of Utica's Lead-Based Paint Hazard Control Grant project.


Anthony J. Picante, Jr.
Oneida County Executive

7-10-09
Date

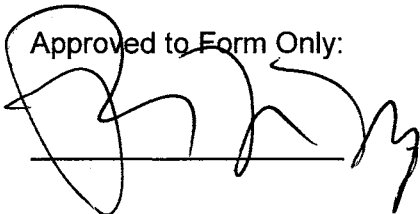

Daniel W. Gilmore, Ph.D.
Oneida County Health Department
Acting Director of Health

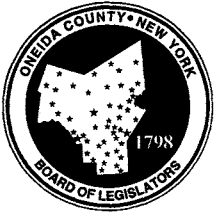
July 9, 2009
Date


Mayor David R. Roefaro
City of Utica

7/9/09
Date

Approved to Form Only:





ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
(315) 798-5900

Susan L. Crabtree
Clerk
(315) 798-5901

David J. Wood
Majority Leader

Michael J. Hennessy
Minority Leader

July 9, 2009

FN 2009-322

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

WAYS & MEANS

Honorable Members:

Attached is a resolution received from Majority Leader Dave Wood asking that the current structure of Capital District OTB and the current distribution of revenues remain constant and to support OTB's efforts to pass the proposed 2009 OTB Omnibus Bill Legislation.

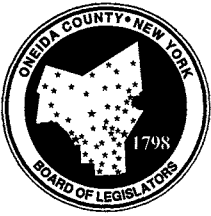
I ask that this be considered by the Ways & Means Committee and the full Board at the meeting of **July 15, 2009**.

Respectfully submitted,

GERALD J. FIORINI
CHAIRMAN OF THE BOARD

RECEIVED
ONEIDA COUNTY LEGISLATURE
2009 JUL 10 PM 4:04

140



ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
(315) 798-5900

Susan L. Crabtree
Clerk
(315) 798-5901

David J. Wood
Majority Leader

Michael J. Hennessy
Minority Leader

FN2009-323

July 14, 2009

WORKERS' COMPENSATION

WAYS & MEANS

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

Honorable Members:

Attached is the proposed year 2010 Workers' Compensation Budget received from Norman Leach, Chairman of the Workers' Compensation Committee.

I hereby refer this matter to the Workers' Compensation and Ways & Means Committees.

Respectfully submitted,

GERALD J. FIORINI
CHAIRMAN OF THE BOARD

RECEIVED
ONEIDA COUNTY LEGISLATURE
2009 JUL 14 AM 10:09

ONEIDA COUNTY
WORKERS' COMPENSATION DEPARTMENT

ONEIDA COUNTY OFFICE BUILDING, 800 PARK AVENUE, UTICA, NY 13501

PHONE: (315) 798-5688 FAX: (315) 798-5924

Lynn Milograno * Gail Hoffman

Oneida County
Board of Legislators
Gerald J. Fiorini, Chairman

Workers' Compensation
Committee
Norman Leach, Chairman

July 14, 2009

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

Dear Chairman Fiorini:

Attached is the proposed 2010 Workers' Compensation Budget. I respectfully request that this proposed budget be referred to the Workers' Compensation and Ways and Means Committees for their consideration.

Sincerely yours,



Norman Leach, Chairman
Workers' Compensation Committee

NL:lcm
Att.

RECEIVED
ONEIDA COUNTY LEGISLATURE
2009 JUL 14 AM 10:09

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO.

**INTRODUCED BY: Messrs. Leach, Porter
2ND BY:**

RE: PROPOSED WORKERS' COMPENSATION BUDGET FOR 2010

WHEREAS, The Oneida County Workers' Compensation Committee has filed a budget estimate for the operation of the Oneida County Self- Insurance Plan as hereinafter set forth for the year 2010, and

WHEREAS, It is desirable to authorize the County Comptroller and the Commissioner of Finance to establish in their accounts a budget estimate for the operation of the Oneida County Self-Insurance Plan, now, therefore, be it hereby

RESOLVED, That the following budget estimate for 2010 is hereby ordered to be placed upon the books of the County Comptroller and the Commissioner of Finance, and that the County Comptroller be, and hereby is, authorized to make payments from the respective accounts as hereinafter set forth upon inspection and examination by the Workers' Compensation Committee.

SUPPORT SCHEDULES

ASSESSMENTS TO COMPENSATION BOARD

IDP Section 151	\$ 16,330
Section 151	\$ 179,264
Section F60 VFD	\$ 20,050
Section 15-8 Second Injury	\$ 253,351
Section 25A Fund for Reopened Cases	\$ 86,758
Special Funds Conservation Committee	<u>\$ 9,247</u>
Total Assessments	\$ 565,000

COMPENSATION INDEMNITY AND MEDICAL CLAIMS EXPENSE

Estimated Indemnity and Medical Costs	\$3,900,070
---------------------------------------	-------------

BUDGET APPROPRIATIONS

PROGRAM ADMINISTRATION AND SUPPORT

S1710.109	Salaries	\$	76,600
S1710.195	Other Fees & Services	\$	236,950
S1710.416	Telephone	\$	213
S1710.418	Meter Postage	\$	85
S1710.454	Travel	\$	1,125
S1710.491	Other Materials & Supplies	\$	125
S1710.495	Other Expenses	\$	15
S1990.9	Contingent Account	\$	40,000
	Total Administrative Expense	\$	355,113
S1720.410	Indemnity & Medical	\$	3,900,070
S1720.412	Insurance & Bonding	\$	820
S1720.495	Other Expenses	\$	565,000
	Total Claims Expense	\$	4,465,890
	TOTAL ADMINISTRATIVE & CLAIMS EXPENSES	\$	4,821,003

ESTIMATED REVENUES

S2222	Participants Assessments	\$	4,062,028
S2401	Interest Earnings	\$	26,250
S2701	Refund of Prior Years - Expenditures	\$	64,725
S2705	Revenues	\$	668,000
	TOTAL ESTIMATED REVENUES	\$	4,821,003

RESOLVED, That the Oneida County Board of Legislators hereby approves and accepts the aforementioned Workers' Compensation Budget for 2010.

APPROVED: Workers' Compensation Committee
 Ways & Means Committee

DATED:

Adopted by the following vote:

AYES _____ NAYS _____ ABSENT _____

JOSEPH J. TIMPANO
Comptroller



SHERYL A. BROWN
Deputy Comptroller

DEBORAH S. JOANIS
Deputy Comptroller - Administration

ONEIDA COUNTY DEPARTMENT OF AUDIT & CONTROL

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

MEMO

2009-324

TO: ANTHONY J. PICENTE, JR.
COUNTY EXECUTIVE

WAYS & MEANS

FROM: JOSEPH J. TIMPANO
COMPTROLLER

RE: 2009 GENERAL OBLIGATION BONDS - \$20,760,000

DATE: JULY 9, 2009

=====

The planned sale of referenced bonds has been held up due to unfavorable market conditions and the awaiting of final regulations for interest subsidy payments made available through the American Recovery and Reinvestment Act of 2009 (ARRA) from the United States Bureau of Public Debt.

One of those subsidy programs is identified as Recovery Zone Economic Development Bonds (RZEDB's) and will reimburse the County for 45% of its interest payments on approximately \$4.3M of referenced bonds, which represents our full allocation under this new federal program. Please note that this is NOT additional borrowing, but just a new classification of bonds already authorized by the Board earlier this year.

Now that the market has improved and we have final regulations, it is time to proceed with the sale. In order to complete this transaction, the enclosed resolution must be passed. The resolution is simply a formality mandated under ARRA to designate the entire county as a RZEDB zone. Please have this adopted by the Ways and Means Committee and the Board of Legislators at their July 29, 2009 meetings.

As always, thank you for your time and support in this matter.

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

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

Date 7/14/09

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Cc: Susan Crabtree, Clerk of the Board
Sheryl Brown, Deputy Comptroller

RECEIVED
ONEIDA COUNTY LEGISLATURE

2009 JUL 14 AM 10:42

RECOVERY ZONE DESIGNATION RESOLUTION

At a regular meeting of the County Legislature of the County of Oneida, New York, held at _____, in Utica, New York, on the ____ day of July, 2009, at _____ o'clock P.M., Prevailing Time.

The meeting was called to order by _____, and upon roll being called, the following were:

PRESENT:

ABSENT:

The following resolution was offered by _____, who moved its adoption, seconded by _____, to-wit:

RECOVERY ZONE DESIGNATION RESOLUTION DATED JULY ____, 2009.

WHEREAS, the American Recovery and Reinvestment Act of 2009 ("ARRA") authorizes the County of Oneida to issue recovery zone economic development bonds in an amount up to \$4,290,000 pursuant to a suballocation of the national volume cap for Recovery Zone Bonds provided by the federal Treasury Department; and

WHEREAS, recovery zone economic development bonds are entitled to a direct federal subsidy of 45% of the interest thereon; and

WHEREAS, the County is required to designate a recovery zone prior to issuing such bonds; and

WHEREAS, any such bonds must be for expenditures for property located within the recovery zone or otherwise promote economic activity therein; and

WHEREAS, the term recovery zone is defined to mean (1) any area designated by the County as having significant poverty, unemployment, rate of home foreclosures, or general distress; (2) any area designated by the County as economically distressed by reason of the closure or realignment of a military installation pursuant to the Defense Base Closure and Realignment Act of 1990; and (3) any area for which a designation as an empowerment zone or renewal community is in effect as of February 17, 2009; and

WHEREAS, it is now desired to designate the County of Oneida as a recovery zone under ARRA; NOW, THEREFORE, BE IT

RESOLVED, by the County Legislature of the County of Oneida, New York, as follows:

Section 1. The County of Oneida is hereby designated as a recovery zone for purposes of ARRA as a result of significant unemployment, home foreclosure rates and general distress as the national recession has had and continues to have a significant adverse impact on the County as a whole.

Section 2. This resolution takes effect immediately.

The adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

AYES:

NAYS:

ABSENT:

EXCUSED:

This resolution was thereupon declared duly adopted.

* * * * *

CERTIFICATION FORM

STATE OF NEW YORK)
) ss.:
COUNTY OF ONEIDA)

I, the undersigned Clerk of the County Legislature of the County of Oneida, New York (the "County"), DO HEREBY CERTIFY:

1. That a meeting of the County was duly called, held and conducted on the ____ day of July, 2009.
2. That such meeting was a **special regular** (circle one) meeting.
3. That attached hereto is a proceeding of the County which was duly adopted at such meeting by the Board of the County.
4. That such attachment constitutes a true and correct copy of the entirety of such proceeding as so adopted by said Board.
5. That all members of the Board of the County had due notice of said meeting.
6. That said meeting was open to the general public in accordance with Section 103 of the Public Officers Law, commonly referred to as the "Open Meetings Law".
7. That notice of said meeting (*the meeting at which the proceeding was adopted*) was caused to be given **PRIOR THERETO** in the following manner:

PUBLICATION (here insert newspaper(s) and date(s) of publication - should be a date or dates falling prior to the date set forth above in item 1)

POSTING (here insert place(s) and date(s) of posting- should be a date or dates falling prior to the date set forth above in item 1)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the County Legislature this ____ day of July, 2009.

(CORPORATE SEAL)

Clerk, County Legislature

150.

JOSEPH J. TIMPANO
Comptroller



SHERYL A. BROWN
Deputy Comptroller

DEBORAH S. JOANIS
Deputy Comptroller - Administration

ONEIDA COUNTY DEPARTMENT OF AUDIT & CONTROL

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

Memo

FN 2009-325

Tony
To: Anthony J. Picente Jr., County Executive
Board of Legislators
From: Joseph J. Timpano, Comptroller *Joe*
Date: July 10, 2009
Re: Amended Bond Resolution

AIRPORT

WAYS & MEANS

Attached is a bond resolution to clarify the intended purpose of bonds to be issued for capital project H395 – Griffiss Comprehensive Airfield Infrastructure. The original bond resolution was approved by the Board of Legislators on February 25, 2009. That resolution did not adequately describe the scope of the project and therefore needs to be amended. The cost and useful life of the project have not changed, and there is **no additional funding required**.

I respectfully request that the Ways and Means Committee and full Board of Legislators consider this resolution at their July 29, 2009 meetings.
Thank you.

Cc: Susan Crabtree, Clerk of the Board
W. Vernon Gray III, Commissioner of Aviation
Sheryl Brown, Deputy Comptroller
Daniel Ruzbasan, Auditor III

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

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

Date 7/14/09

2009 JUL 14 AM 10:28
RECEIVED
ONEIDA COUNTY LEGISLATURE



ORRICK, HERRINGTON & SUTCLIFFE LLP
666 FIFTH AVENUE
NEW YORK, NY 10103-0001
tel 212-506-5000
fax 212-506-5151
WWW.ORRICK.COM

July 10, 2009

Thomas E. Myers
(212) 506-5212 (Direct Dial)
tmyers@orrick.com

VIA E-MAIL (jtimpano@ocgov.net)

Mr. Joseph J. Timpano
County Comptroller
County of Oneida
County Office Building
800 Park Avenue
Utica, New York 13501

Re: County of Oneida, New York
2009 Capital Projects – Amendatory Bond Resolution
Orrick File: 42439-2-23

Dear Joe:

Enclosed is a form for the amendatory bond resolution in connection with the above matter for adoption by the County Legislature on July 29.

As you know, this resolution must be adopted by the affirmative vote of at least two-thirds of the entire voting strength of the County Legislature.

As soon as available, please furnish us with an ORIGINALLY certified copy of the enclosed amendatory bond resolution.

Please do not hesitate to call if you have any questions.

With best wishes,

Very truly yours,

Tom

Thomas E. Myers
/es
Enclosures

cc: Ms. Sheryl Brown (sbrown@ocgov.net)
Mr. John C. Shehadi (jshehadi@fiscaladvisors.com)

INTRODUCTORY
NO. _____

F.N. 2009-

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. _____

INTRODUCED BY: _____

2ND BY: _____

AMENDATORY BOND RESOLUTION DATED JULY 29, 2009.

A RESOLUTION AMENDING A BOND RESOLUTION ADOPTED ON FEBRUARY 25, 2009 AUTHORIZING THE ISSUANCE OF \$350,000 BONDS OF THE COUNTY OF ONEIDA, NEW YORK, TO PAY THE COST OF THE RENOVATION OF A BUILDING AT GRIFFISS AIRFIELD IN AND FOR SAID COUNTY.

WHEREAS, the County Legislature has previously adopted a bond resolution dated February 25, 2009 (Resolution No. 79) authorizing the issuance of \$350,000 bonds to finance the cost of the renovation of a building to be conveyed to the County from the Air Force at Griffiss Airfield in and for said County, including incidental expenses, at a maximum estimated cost of \$350,000, having a period of probable usefulness of ten years; and

WHEREAS, it is now desired to amend such bond resolution to broaden the scope thereof; NOW, THEREFORE, BE IT

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

Section 1. The caption of Resolution No. 79 shall now read as follows:

A RESOLUTION AUTHORIZING THE RECONSTRUCTION AND CONSTRUCTION OF IMPROVEMENTS TO AIRPORT STRUCTURES IN AND FOR THE COUNTY OF ONEIDA, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$350,000 AND AUTHORIZING THE ISSUANCE OF \$350,000 TO PAY THE COST THEREOF.

Section 2. Section 1 of the February 25, 2009 bond resolution is amended to read as follows:

"Section 1. The reconstruction and construction of improvements to airport structures in and for said County including incidental improvements and expenses, is hereby authorized at a maximum estimated cost of \$350,000."

Section 3. This resolution takes effect immediately.

APPROVED:

DATED:

Adopted by the following roll call vote:

AYES _____ NAYS _____ ABSENT _____

JOSEPH J. TIMPANO
Comptroller

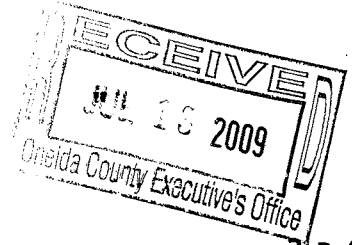


SHERYL A. BROWN
Deputy Comptroller

DEBORAH S. JOANIS
Deputy Comptroller - Administration

ONEIDA COUNTY DEPARTMENT OF AUDIT & CONTROL

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



MEMO

TO: ANTHONY J. PICENTE, JR., COUNTY EXECUTIVE *Tony*
FROM: JOSEPH J. TIMPANO, COMPTROLLER *Joe*
RE: AUDITING FIRM PROPOSALS
DATE: July 10, 2009

7/16/2009 - 326

WAYS & MEANS

=====
In late 2008, referenced proposals were sent to 5 CPA firms soliciting audit fees for fiscal years 2009 through 2011. Of the 5 requests mailed, 3 firms responded. (Please see attached schedule detailing pertinent comparable information).

Based on the results obtained from the proposals and subsequent in-depth interviews, I recommend hiring the firm of Toski, Schafer & Co., CPA's from Williamsville, N.Y., to perform the County audit for the years listed above. By choosing this firm, the County will save \$67,000-\$75,000 over 3 years.

If you agree with my conclusion, please forward the enclosed contract with the recommended firm to the appropriate committees and full board.

As always, thank you for your support.

Cc: Sheryl A. Brown, Deputy Comptroller
Linda Dillon, County Attorney

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

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

Date *7/13/09*

RECEIVED
ONEIDA COUNTY LEGISLATURE
2009 JUL 14 AM 10:28

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AUDIT FIRMS RESPONSES TO RFP:

Bollam, Sheedy, Torani, & Co.

D'Arcangelo & Co

Toski, Schafer & Co.

2009 Total Hours: 554
 Total Fees: \$70,000
 Average Hourly Rate: \$126.35
 2010 Total Hours: 480
 Total Fees: \$74,000
 Average Hourly Rate: \$154.17
 2011 Total Hours: 480
 Total Fees: \$79,500
 Average Hourly Rate: \$165.63

950
 \$74,725
 \$78.66
 950
 \$76,965
 \$81.02
 950
 \$79,275
 83.45

\$52,000

 \$52,000

 \$52,000

Timeline:

Audit Plan: 11/30
 Fieldwork
 Completion: 5/31
 Draft Reports: Mid June
 Final Report: 7/1

11/30

 5/31
 Mid-June
 7/1

If chosen for engagement
 will meet to establish time
 program for performance
 of services.

Municipal Experience: Extensive

Extensive

Extensive

Staffing:

Partners 1
 Manager 1
 In-charge 1
 Staff 1
 Support As Needed

1 F/T; 1 P/T
 1 F/T
 1 F/T
 3 F/T
 As Needed

1 F/T; 2 P/T
 1 F/T; 1 P/T
 2 F/T
 2 P/T
 As Needed

TOSKI, SCHAEFER & CO., P.C.

CERTIFIED PUBLIC ACCOUNTANTS

555 INTERNATIONAL DRIVE

WILLIAMSVILLE, NEW YORK 14221

TELEPHONE (716) 634-0700

FAX (716) 634-0764

July 2, 2009

Mr. Joseph J. Timpano
Comptroller
Oneida County
Department of Audit and Control
800 Park Avenue
Utica, New York 13501

Dear Mr. Timpano:

We are pleased to confirm our understanding of the services we are to provide to Oneida County for the years ending December 31, 2009, 2010 and 2011. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements, of Oneida County as of and for the years ended December 31, 2009, 2010 and 2011. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to accompany Oneida County's basic financial statements. As part of our engagement, we will apply certain limited procedures to Oneida County's RSI. These limited procedures will consist principally of inquiries of management regarding the methods of measurement and presentation, which management is responsible for affirming to us in its representation letter. Unless we encounter problems with the presentation of the RSI or with procedures relating to it, we will disclaim an opinion on it. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis

Supplementary information other than RSI, such as combining and individual fund financial statements, also accompanies Oneida County's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and will provide an opinion on it in relation to the basic financial statements:

1. Schedule of expenditures of federal awards
2. Combining fund statements
3. Individual nonmajor fund statements

57.

Mr. Joseph J. Timpano
July 2, 2009
Page 2

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the first paragraph when considered in relation to the basic financial statements taken as a whole. The objective also includes reporting on:

- Internal control related to the financial statements and compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The reports on internal control and compliance will each include a statement that the report is intended for the information and use of the audit committee, management, specific legislative or regulatory bodies, federal awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Our audit will be conducted in accordance with U.S. generally accepted auditing standards; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with Circular A-133, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. If our opinions on the financial statements or the Single Audit compliance opinions are other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

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Management Responsibilities

Management is responsible for establishing and maintaining internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the Oneida County and the respective changes in financial position and, where applicable, cash flows in conformity with U.S. generally accepted accounting principles; and for federal award program compliance with applicable laws and regulations and the provisions of contracts and grant agreements. Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein.

You are responsible for management decisions and functions. As part of the audit, we will prepare a draft of your financial statements, schedule of expenditures of federal awards, and related notes. In accordance with *Government Auditing Standards*, you will be required to review and approve those financial statements prior to their issuance and have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements. Further, you are required to designate a qualified management-level individual to be responsible and accountable for overseeing our services.

Management is responsible for making all financial records and related information available to us, including identifying significant vendor relationships in which the vendor has the responsibility for program compliance and for the accuracy and completeness of that information. Management's responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review upon initiation of fieldwork.

Mr. Joseph J. Timpano
July 2, 2009
Page 4

Management is responsible for establishment and maintenance of a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous audits or other engagements or studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, and the timing and format related thereto.

Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters.

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Audit Procedures - Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under professional standards, *Government Auditing Standards*, and OMB Circular A-133.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Oneida County's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of test of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Oneida County's major programs. The purpose of those procedures will be to express an opinion on Oneida County's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Mr. Joseph J. Timpano
July 2, 2009
Page 6

Audit Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Toski, Schaefer & Co., P.C. and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to the State of New York or its designee, any federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Toski, Schaefer & Co., P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by the State of New York or any Oversight or Pass-through Entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our fee for these services will be \$52,000 annually for each of the years ending December 31, 2009, 2010 and 2011. The fee is based on anticipated cooperation from your personnel.

Oneida County, upon ten days notice to Toski, Schaefer & Co., P.C., may terminate this agreement in whole or in part when the County deems it to be in its best interest. In such event, Oneida County will be liable only for payment for services already rendered and expenses incurred under this Agreement prior to the effective date of termination.

162.

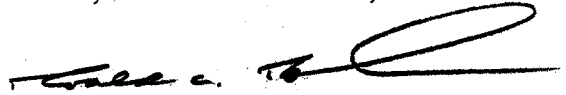
Mr. Joseph J. Timpano
July 2, 2009
Page 7

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2007 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Oneida County and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

TOSKI, SCHAEFER & CO., P.C.



Ronald C. Toski, CPA
Managing Director

RCT:jmw

RESPONSE:

This letter correctly sets forth the understanding of Oneida County.

By: _____

Title: _____

Date: _____



January 5, 2007

To the Shareholders
Toski, Schaefer & Co., P.C.

We have reviewed the system of quality control for the accounting and auditing practice of Toski, Schaefer & Co., P.C. (the firm) in effect for the year ended August 31, 2006. A system of quality control encompasses the firm's organizational structure, the policies adopted and procedures established to provide it with reasonable assurance of conforming with professional standards. The elements of quality control are described in the Statements on Quality Control Standards issued by the American Institute of CPAs (AICPA). The firm is responsible for designing a system of quality control and complying with it to provide the firm reasonable assurance of conforming with professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance with its system of quality control based on our review.

Our review was conducted in accordance with standards established by the Peer Review Board of the AICPA. During our review, we read required representations from the firm, interviewed firm personnel and obtained an understanding of the nature of the firm's accounting and auditing practice, and the design of the firm's system of quality control sufficient to assess the risks implicit in its practice. Based on our assessments, we selected engagements and administrative files to test for conformity with professional standards and compliance with the firm's system of quality control. The engagements selected represented a reasonable cross-section of the firm's accounting and auditing practice with emphasis on higher-risk engagements. The engagements selected included, among others, audits of Employee Benefit Plans and engagements performed under Government Auditing Standards. Prior to concluding the review, we reassessed the adequacy of the scope of the peer review procedures and met with the firm management to discuss the results of our review. We believe that the procedures we performed provide a reasonable basis for our opinion.

In performing our review, we obtained an understanding of the system of quality control for the firm's accounting and auditing practice. In addition, we tested compliance with the firm's quality control policies and procedures to the extent we considered appropriate. These tests covered the application of the firm's policies and procedures on selected engagements. Our review was based on selected tests, therefore it would not necessarily detect all weaknesses in the system of quality control or all instances of noncompliance with it. There are inherent limitations in the effectiveness of any system of quality control and therefore noncompliance with the system of quality control may occur and not be detected. Projection of any evaluation of a system of quality control to future periods is subject to the risk that the system of quality control may become inadequate because of changes in conditions, or because the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the system of quality control for the accounting and auditing practice of Toski, Schaefer & Co., P.C. in effect for the year ended August 31, 2006, has been designed to meet the requirements of the quality control standards for an accounting and auditing practice established by the AICPA and was complied with during the year then ended to provide the firm with reasonable assurance of conforming with professional standards.

Heinold - Banwart, Ltd.

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

7N 2009-327

July 7, 2009

INTERNAL AFFAIRS

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

WAYS & MEANS

Dear Mr. Picente:

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

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

<u>NUMBER</u>		<u>AMOUNT</u>
4	REFUNDS	\$ 1,636.56
8	CORRECTIONS	\$ 7,133.97

Sincerely,

Anthony Carvelli
Commissioner of Finance

AC:kp
Enclosure

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

Anthony J. Picente, Jr.
County Executive

Date: 7/10/09

RECEIVED
ONEIDA COUNTY LEGISLATURE
2009 JUL 14 AM 10:29

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REAL PROPERTY TAX SERVICE		ERRONEOUS ASSESSMENTS		DATE	6/26/2009				
TOWN/CITY	YEAR	NAME	TAX MAP NUMBERS	UNPAID TAX	AMOUNT CANCEL	TAX PAID	AMOUNT REFUND	CORRECT	AMOUNT TO "0"
CAMDEN	2009	ROBERT L. PERSALL	147.000-1-46			\$ 436.09	\$ 110.50	\$ 325.59	\$0.00
LEE	2009	JAMES P. CARRO	188.001-4-45			\$1,029.81	\$ 217.26	\$ 812.55	\$0.00
VIENNA	2009	PETER RICH	215.000-1-25			\$4,050.13	\$ 804.34	\$ 3,245.79	\$0.00
VIENNA	2009	JAMES DUNDA	236.006-1-11			\$4,426.70	\$ 504.46	\$ 3,922.24	\$0.00
CAMDEN	2009	CAROLE VAN SLYKE	89.002-1-4	\$ 1,790.82	\$ 1,244.70			\$ 546.12	\$0.00
FLOYD	2009	JEROME ALEXANDER	208.000-2-16.2	\$ 1,820.32	\$ 696.93			\$ 1,123.39	\$0.00
LEE	2009	ROBERT C. URITZ	151.000-1-5.1	\$ 1,934.41	\$ 688.68			\$ 1,245.73	\$0.00
LEE	2009	SARA A. & ERIC S. IACOVISSI	170.001-2-71.1	\$ 278.28	\$ 278.28			\$ -	\$0.00
NEW HARTFORD	2009	TOWN OF NEW HARTFORD	316.000-2-42.8	\$ 2,308.63	\$ 2,308.63			\$ -	\$0.00
PARIS	2009	BERNARD FEHR	385.000-2-45.1	\$ 1,510.12	\$ 586.42			\$ 923.70	\$0.00
PARIS	2008	BERNARD FEHR	385.000-2-45.1	\$ 1,641.32	\$ 625.51			\$ 1,015.81	\$0.00
PARIS	2007	BERNARD FEHR	385.000-2-45.1	\$ 1,867.80	\$ 704.82			\$ 1,162.98	\$0.00
TOTAL					\$7,133.97		\$1,636.56		\$0.00