

# ONEIDA COUNTY BOARD OF LEGISLATORS

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

## COMMUNICATIONS FOR EXPEDITED ACTION FOR BOARD MEETING DATED NOVEMBER 14, 2012

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

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Gerald J. Fiorini  
Chairman  
(315) 798-5900

Mikale Billard  
Clerk  
(315) 798-5404

George Joseph  
Majority Leader

Frank D. Tallarino  
Minority Leader

# 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

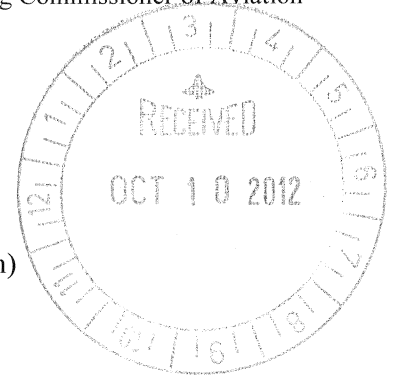
Michael C. Lawrence, Jr.  
Acting Commissioner of Aviation

September 4, 2012

FN 20 12-397

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

**AIRPORT  
WAYS & MEANS**



Re: FAA AIP Project - Rehabilitation of Taxiways (Phase/Contract II, Design)  
C&S Engineers, Inc., Capt. Acct. H-339

Dear County Executive Picente,

The Oneida County Board of Legislators Resolution No. 7 of 2011 provided the County Executive authorization to apply for Federal Aviation Administration (FAA) Griffiss Redevelopment Grants identified in Capital Project H-339. FAA has subsequently recommended advancement of a potential grant for the Rehabilitation of Taxiways, Phase 1 - Construction and Phase II - Design. This project grant application is estimated at \$5,925,000 with 90% Federal share (\$5,332,500), 5% State share (\$296,250) and 5% County share (\$296,250).

In anticipation of a grant offer from the Federal Aviation Administration (FAA), the Department of Aviation is submitting for approval an agreement from C&S Engineers, Inc., to provide professional design services for the Taxiway Rehabilitation, Phase II. The fee for the design services phase is \$200,000.00.

An Independent Fee Estimate (IFE), as required by FAA, was performed and determined C&S Engineers' fee as fair and reasonable. The Oneida County Board of Legislators (F.N. 2009-415, Res. No. 348) has designated C&S Companies as an approved Airport Consultant. Board of Acquisition and Contract acceptance was received on August 29, 2012.

Please consider acceptance of this agreement with C&S Engineers for professional design services at a fee of \$200,000.00 *conditional upon FAA concurrence and grant offer*. The FAA Airport Improvement Program will provide 90% Federal funding (\$180,000). The State funding match is anticipated at 5% (\$10,000) and the local county share also 5% (\$10,000). Funding is provided through Capital Account H-339. Upon acceptance, please forward to the Oneida County Board of Legislators at the earliest date possible for their consideration and approval. Charge Capital Account H-339.

Sincerely,  
  
Michael C. Lawrence, Jr.  
Acting Commissioner

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

  
Anthony J. Picente, Jr.  
County Executive

wfa/Attach.  
cc: W.Applebee

Date 10/10/12

2.

Oneida County Department: Aviation

Competing Proposal   x    
Only Respondent         
Sole Source RFP       

## Oneida County - Contract Summary

**Name of Proposing Organization:** C&S Engineers

**Title of Activity or Service:**  
Professional Design services for Phase  
2 Taxiway rehabilitation

**Client Population/No. to be Served:** N/A

**Summary Statements:**

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

C&S will provide professional Design Services for Phase 2 Taxiway rehabilitation

**2) Program/Service Objectives and Outcomes:**

C&S will provide professional Design Services for Phase 2 Taxiway rehabilitation

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

**Total Funding Requested:** \$200,000

**Oneida County Department Funding  
Recommendation:**

**Account #** H-339

<b>Proposed Funding Source:</b>	<b>Federal</b> \$180,000	<b>State</b> \$10,000	<b>County</b> \$10,000
	<hr/>	<hr/>	<hr/>

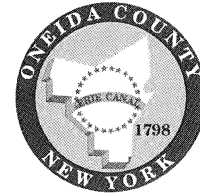
**Cost Per Client Served:** N/A

**Past Performance Data:**

**Oneida County Department Staff Comments:** Approved at A&C on 8-29-2012

# 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

Michael C. Lawrence, Jr.  
Acting Commissioner of Aviation

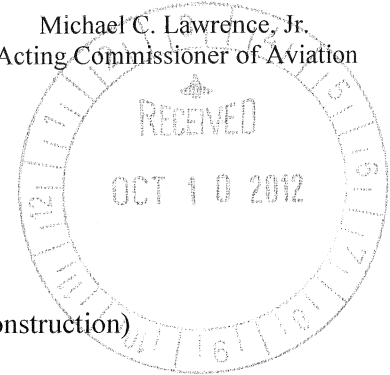
September 4, 2012

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

FN 20 12 - 398

**AIRPORT**

**WAYS & MEANS**



Re: FAA AIP Project - Rehabilitation of Taxiways (Phase/Contract I, Construction)  
C&S Engineers, Inc., Capt. Acct. H-339

Dear County Executive Picente,

The Oneida County Board of Legislators Resolution No. 7 of 2011 provided the County Executive authorization to apply for Federal Aviation Administration (FAA) Griffiss Redevelopment Grants identified in Capital Project H-339. FAA has subsequently recommended advancement of a potential grant for the Rehabilitation of Taxiways, Phase I - Construction and Phase II - Design. This project grant application is estimated at \$5,925,000 with 90% Federal share (\$5,332,500), 5% State share (\$296,250) and 5% County share (\$296,250).

In anticipation of a grant offer from the Federal Aviation Administration (FAA), the Department of Aviation is submitting for approval an agreement from C&S Engineers, Inc., to provide professional Construction Observation and Administration services for the Taxiway Rehabilitation, Phase/Contract I - Construction. The fee for the construction services phase is \$429,076.00. (Our design consultant for Phase I, CHA, will also share separate construction administration duties as the responsible design engineer of record).


An Independent Fee Estimate (IFE), as required by FAA, was performed and determined C&S Engineers' fee as fair and reasonable. The Oneida County Board of Legislators (F.N. 2009-415, Res. No. 348) has designated C&S Companies as an approved Airport Consultant. Board of Acquisition and Contract acceptance was received on August 29, 2010.

Please consider acceptance of this agreement with C&S Engineers for professional Construction Observation and Administration services at a fee of \$429,076.00 *conditional upon FAA concurrence and grant offer*. The FAA Airport Improvement Program will provide 90% Federal funding (\$386,168.40). The State funding match is anticipated at 5% (\$21,453.80) and the local county share also 5% (\$21,453.80). Funding is provided through Capital Account H-339. Upon acceptance, please forward to the Oneida County Board of Legislators at the earliest date possible for their consideration and approval. Charge Capital Account H-339.

Sincerely,

  
Michael C. Lawrence, Jr.  
Acting Commissioner

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

  
Anthony J. Picente, Jr.  
County Executive

wfa/Attach.  
cc: W.Applebee

Date: 10/10/12

4.

Oneida County Department: Aviation

Competing Proposal   x    
Only Respondent         
Sole Source RFP       

## Oneida County - Contract Summary

**Name of Proposing Organization:** C&S Engineers

**Title of Activity or Service:**  
Professional Construction Observation  
and Grant Administration for Phase 1  
Taxiway rehabilitation

**Client Population/No. to be Served:** N/A

**Summary Statements:**

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

C&S will provide Construction Administration and Grant Administration for Phase 1 Taxiway reconstruction

**2) Program/Service Objectives and Outcomes:**

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

**Total Funding Requested:** \$429,076

**Oneida County Department Funding  
Recommendation:**

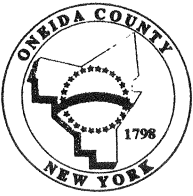
**Account #** H-339

<b>Proposed Funding Source:</b>	<b>Federal</b>	\$386,168.40	<b>State</b>	\$21,453.80	<b>County</b>	\$21,453.80
		_____		_____		_____

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

**Past Performance Data:**

**Oneida County Department Staff Comments:** Approved at A&C on 8-29-2012



COUNTY OF ONEIDA  
**OFFICE OF THE COUNTY EXECUTIVE**

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

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

October 12, 2012

FN 20 12 - 399

Oneida County  
Board Of Legislators  
800 Park Avenue  
Utica, NY 13501

**PUBLIC WORKS**

Honorable Members,

**WAYS & MEANS**

On October 10<sup>th</sup> your Board approved resolution 331, granting the acceptance of a grant from New York State in the amount of \$72,000. These funds are going to be used to install electronic surveillance equipment at Union Station. In order to spend these grant funds it is necessary to establish a capital project.

I therefore request your Board's approval for the following:

A.) Establishment of **Capital Project H-468 – DPW - Union Station Electronic Surveillance**, and

B.) Funding for Capital Project H – 468 as follows:

H – 468 - State Aid.....\$ 72,000

Thank you for the Board's kind attention to this request.

Very truly yours,

Anthony J. Picente, Jr.  
Oneida County Executive

CC:

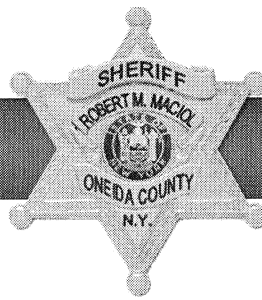
Commissioner DPW  
Comptroller  
County Attorney  
Budget

6.

Office of the Sheriff

County of Oneida

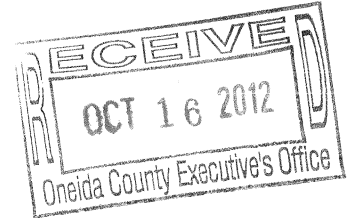
Sheriff Robert M. Maciol  
Undersheriff Robert Swenszkowski



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

October 12, 2012

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



Dear County Executive Picente,

**WAYS & MEANS**

The Sheriff's Office has been awarded a \$4,850 grant from the Community Foundation to expand Project Lifesaver. Project Lifesaver is a national program that provides timely response to save lives and reduce potential injury for adults and children who wander due to Alzheimer's, autism, and other related conditions or disorders. This grant will provide at least 15 bracelets to Oneida County citizens in need. Project Lifesaver is funded entirely with donations to the Sheriff's office.

In order to accomplish this endeavor, the following supplemental appropriation is respectfully requested:

The Supplemental Appropriation Request is as follows:

A3120.4915 Other Materials/Supplies – Project Lifesaver \$4,850

This supplemental appropriation will be fully supported by:

A2711 Project Lifesaver-Miscellaneous Revenue \$4,850

Thank you for your anticipated support of this request.

Sincerely,

Robert M. Maciol

Sheriff

cc: Tom Keeler, Budget Director

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

Anthony J. Picente, Jr.  
County Executive

Date 10/17/12

7.

**Administrative Office**  
6065 Judd Road Oriskany, NY 13424  
Voice (315) 736-8364  
Fax (315) 765-2205

**Law Enforcement Division**  
6065 Judd Road Oriskany, NY 13424  
Voice (315) 736-0141  
Fax (315) 736-7946

**Correction Division**  
6075 Judd Road Oriskany, NY 13424  
Voice (315) 768-7804  
Fax (315) 765-2327

**Civil Division**  
200 Elizabeth Street Utica, NY 13501  
Voice (315) 798-5862  
Fax (315) 798-6495



October 9, 2012

OFFICERS

Lauren E. Bull  
*Chair*

Keith Fenstemacher  
*Chair-Elect*

Don Carbone  
*Secretary-Treasurer*

Peggy O'Shea  
*President & CEO*

Mr. Robert M. Maciol  
Oneida County Sheriff  
Oneida County Sheriff's Office  
6065 Judd Road / Public Safety Complex  
Oriskany, NY 13424

Dear Sheriff Maciol:

TRUSTEES

Mary Lyons Bradley

Lauren E. Bull

Richard F. Callahan

Don Carbone

Linda Cohen

Ronald A. Cuccaro

Burt Danovitz, Ph.D.

Keith Fenstemacher

L. Michael Fitzgerald

Georgiana Roberts Ide

David M. Jones

Susan G. Matt

Mary F. Morse

Ann Marie Murray, Ph.D.

Judith V. Sweet

Richard C. Tantillo

Rev. Robert G. Urmidi

Eve Van de Wal

Bonnie Woods

It gives me great pleasure to enclose a check for \$4,850.00 for the recent grant to expand Project Lifesaver. We would appreciate a prompt deposit of the enclosed check. By cashing the check the grantee agrees to such conditions as outlined in the award letter.

*This grant is made possible by The Community Foundation of Herkimer & Oneida Counties, Inc. and the **Faxton Street Home Fund**. Any news releases, publications or other references to this grant should specifically recognize both The Community Foundation and the fund.*

On behalf of The Community Foundation, we wish you much continued success with this vital project. Please contact me if you have any questions regarding this grant.

Sincerely,

Jan Squadrito  
Senior Program Officer

Grant # 2012276 ID # 1045

Enc.

1222 STATE STREET  
UTICA, NEW YORK 13502

315-735-8212  
Fax 315-735-9363

www.foundationhoc.org  
E-Mail info@foundationhoc.org



*Confirmed in Compliance with National Standards for U.S. Community Foundations*

80



THE COMMUNITY FOUNDATION OF HERKIMER & ONEIDA COUNTIES, INC.

To: Oneida County Sheriff's Office

10/10/2012

8135

INVOICE NUMBER	DATE	DESCRIPTION	AMOUNT	DISCOUNT	NET AMOUNT
2012276	10/4/2012	g# 2012276; stfa- expansion of lifesaver project	\$4,850.00	\$0.00	\$4,850.00
<b>Totals:</b>			<b>\$4,850.00</b>	<b>\$0.00</b>	<b>\$4,850.00</b>

THIS DOCUMENT CONTAINS ULTRAVIOLET FIBERS AND AN ARTIFICIAL WATERMARK ON THE BACK - VERIFY FOR AUTHENTICITY.

**THE COMMUNITY FOUNDATION  
OF HERKIMER & ONEIDA COUNTIES, INC.**

1222 STATE STREET  
UTICA, NEW YORK 13502

BANK OF UTICA  
UTICA, NEW YORK

50-1138/213

8135

CHECK DATE	CHECK NO.
10/10/2012	8135

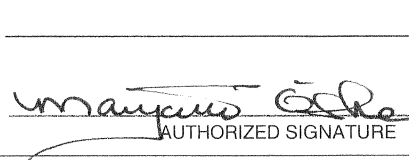
CHECK AMOUNT

**\$\*\* 4,850.00**

PAY **\*\*Four thousand eight hundred fifty and 00/100 Dollars\*\***

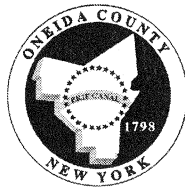
TO  
THE  
ORDER  
OF

Oneida County Sheriff's Office  
Public Safety Complex  
6065 Judd Rd  
Oriskany, NY 13424

  
 AUTHORIZED SIGNATURE

91  
MP

⑈008135⑈ ⑆021311383⑆ 04⑈2853⑈



## ONEIDA COUNTY DEPARTMENT OF PERSONNEL

County Office Building 800 Park Avenue Utica, New York 13501-2986  
Phone: (315) 798-5725 Fax: (315) 798-6490 Email: personnel@ocgov.net  
Web site: www.ocgov.net

October 12, 2012

FN 20 12 - 401

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

PUBLIC SAFETY

WAYS & MEANS

Dear County Executive Picente:

Attached is the correspondence from Frank J. Nebush, Jr. requesting the creation of two (2) new positions, one (1) new Assistant Public Defender III (Grade 36P, Step 1 \$44,777), and One Paralegal Assistant (Grade 25W, Step 1 \$29,827).

These positions are for the recently approved grant from the New York State Office of Indigent Legal Services (OILS). Budget Director Thomas Keeler has worked with OILS to develop a budget for these positions in the 2013 Budget. The funding reflects the commitment to fund these positions from June 1, 2012 through May 31, 2015. Candidates for these positions will be informed that there is no guarantee that funding will continue beyond May 31, 2015.

The new Assistant Public Defender III position will be posted to Utica City Court and a veteran attorney serving there will be posted to the Major Crimes Section of Oneida County Court. An attorney currently serving in the Major Crimes Section will be promoted to the Violent Crimes Section thereby increasing the number of Violent Crimes attorneys from three (3) to four (4).

The addition of the Paralegal Assistant will greatly enhance the Public Defender Criminal Office's ability to handle the increased caseload in both the Appellate Section and Parole Revocation Sections.

This request will require action by the Board of Legislators.

Sincerely,

Handwritten signature of John P. Talerico in black ink.

John P. Talerico  
Commissioner of Personnel

Cc: Public Defender-Criminal Division  
Hon. Gerald Fiorini  
Budget

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

Handwritten signature of Anthony J. Picente, Jr. in black ink, written over a horizontal line.

Anthony J. Picente, Jr.  
County Executive

Date 10/15/12

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

**CHIEF TRIAL COUNSEL**  
*Leland D. McCormac III, Esq.*

**CHIEF APPELLATE COUNSEL**  
*Patrick J. Marthage, Esq.*

**CONFIDENTIAL SECRETARY**  
*Patricia A. Potter*

**SENIOR INVESTIGATOR**  
*James J. Laribee*

**CONFIDENTIAL INVESTIGATOR**  
*Christian M. Nebush*

**SPECIAL INVESTIGATOR**  
*Nicholas J. LaBella*

**PAROLE REVOCATION SECTION**  
*James F. Kehoe, Esq.*  
First Assistant Public Defender

## Oneida County Public Defender

### Criminal Division

250 Boehlert Center at Union Station  
321 Main Street  
Utica, New York 13501  
Telephone: (315) 798-5870 • Fax: (315) 734-0364  
e-mail: [Pubdef@ocgov.net](mailto:Pubdef@ocgov.net)

### Branch Offices

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

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

**VIOLENT CRIMES SECTION**  
First Assistant Public Defenders  
*David A. Cooke, Esq.*  
*Luke A. Nebush, Esq.*  
Paralegal, *Jennifer M. Compo*

**MAJOR CRIMES SECTION**  
First Assistant Public Defenders  
*Tina L. Hartwell, Esq.*  
Assistant Public Defenders  
*Adam P. Tyksinski, Esq.*  
*JoAnna R. Feiner, Esq.*  
*Cory A. Zennamo, Esq.*  
*Elizabeth M. Cesari, Esq.*

**CITY COURTS SECTION**  
First Assistant Public Defender  
*David L. Arthur, Esq. – Rome*  
Assistant Public Defenders  
*James P. Godemann, Esq. – Utica*  
*Sarah A. Mietz, Esq. – Utica*  
*Jonathan B. Stroble, Esq. – Utica*  
*Doreen M. St. Thomas, Esq.*

Monday, September 17, 2012

Mr. John Talerico  
Oneida County Commissioner of Personnel  
800 Park Avenue  
Utica, NY 13501

Re: NYS Office of Indigent Legal Services Grant  
New Positions Request

Dear John:

The New York State Office of Indigent Legal Services (OILS) has approved a grant for this office to fund two new positions. They have agreed to pay the costs for three years for an Assistant Public Defender III and a Paralegal Assistant. Budget Director Thomas Keeler has worked with OILS to develop a budget for these positions and I have attached it for your review. The funding reflects the commitment to fund these positions from June 1, 2012 through May 31, 2015. Any candidates for these positions would be informed that there is no guarantee funding for these positions will continue beyond May 31, 2015.

The new attorney would be posted to Utica City Court and a veteran attorney serving there will be posted to the Major Crimes Section in Oneida County Court. An attorney current serving in the Major Crimes Section will be promoted to the Violent Crimes Section thereby increasing the number of attorneys in Violent Crimes from three (3) to four (4).

As you know, just over a year ago we created a new attorney to handle Parole Revocations and appeals. This resulted in a substantial savings to the county since it defrayed the cost of appointing assigned counsel to these cases. The parole appeals aspect of this assignment added greatly to the workload of our support staff resulting in a backlog we are presently struggling to alleviate. My proposal to OILS was to add a Paralegal Assistant dedicated to work with both the Parole Revocation Section and our Appellate Section. The Appellate Section was recently reorganized with the appointment of First Assistant Patrick J. Marthage, Esq. to the position of Chief Appellate Counsel and the re-assignment of another Violent Crimes Section attorney to

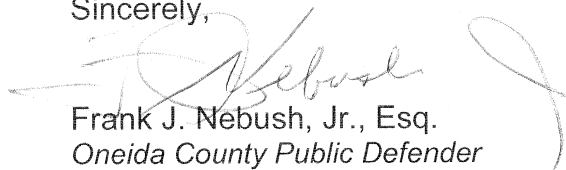
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work with him in the Appellate Section on a part-time basis. The addition of a Paralegal Assistant would greatly enhance our ability to handle the increased caseloads in both the Appellate Section and the Parole Revocation Section.

Due to my absence from the office since August 7<sup>th</sup> due to back surgery, this request has been delayed. I am therefore requesting that the positions requested be approved as soon as possible.

Please do not hesitate to contact me should you have any questions, concerns or need further information.

Sincerely,



Frank J. Nebush, Jr., Esq.  
*Oneida County Public Defender*  
*Criminal Division*

cc: Hon. Anthony J. Picente, Jr., Oneida County Executive  
Mr. Thomas Keeler, Budget Director



COUNTY OF ONEIDA  
**OFFICE OF THE COUNTY EXECUTIVE**

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

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

October 12, 2012

FN 20 12 - 402

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

**PUBLIC SAFETY**

**WAYS & MEANS**

Honorable Members:

On October 10<sup>th</sup> your Board approved resolution number 338 which was a supplemental appropriation of \$334,000 to do some over due repairs at the jail. In order to complete these repairs it is necessary to amend the capital project. .

I therefore request your Board approval for to amendment **Capital Project H-458 – Sheriff – Comprehensive Correctional Facility Improvements:**

	<u>CURRENT</u>	<u>CHANGE</u>	<u>PROPOSED</u>
Direct Appropriation .....	\$ 75,000.	\$ +334,000.	\$ 409,000.
Bonding.....	<u>332,311.</u>	<u>0.</u>	<u>332,311</u>
TOTAL:.....	\$ 407,311.	\$ +334,000.	\$ 741,311.

Respectfully submitted,

Anthony J. Picente, Jr.  
County Executive

Attach.

- CC: County Attorney
- Comptroller
- Budget Director
- Sheriff

# Oneida County Department of Public Works

ANTHONY J. PICENTE JR.  
County Executive

DENNIS S. DAVIS  
Commissioner

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

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

October 22, 2012

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

FN 20 12 - 404

## PUBLIC WORKS

Dear County Executive Picente,

### WAYS & MEANS

A majority of Oneida County's natural gas is purchased through a NYSOGS contract. There are four (4) accounts not enrolled in this program and natural gas for these facilities must be purchased via competitive proposals. Oneida County has contracted with Energy Curtailment Specialists, Inc. to assist with the competitive proposal process.

Energy Curtailment Specialists, Inc. has solicited competitive proposals for natural gas supply to the above mentioned facilities. The most competitive proposal was provided by Intelligent Energy in the amount of \$0.5505 per therm.

Please consider the enclosed contract for procurement of natural gas and if acceptable forward to the Oneida County Board of Legislators for further consideration.

Thank you for your support.

Sincerely,

  
Dennis S. Davis  
Commissioner

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

  
Anthony J. Picente, Jr.  
County Executive

Date 10/24/12

# Oneida County DPW Contract Summary

Division: Buildings & Grounds  
Contact: Mark Laramie  
Telephone Number: (315) 793-6236

Commodity and/or Labor Contract \_\_\_\_\_  
Professional Services Contract \_\_\_\_\_  
NYSOGS Contract \_\_\_\_\_  
Competitive Bid or Proposal X  
Sole Source \_\_\_\_\_  
Other \_\_\_\_\_

Board of Legislators Approval Required Yes

Name of Contracting Organization: **Intelligent Energy  
Gainesville, FL**

Title of Activity or Service: **Utility Service**

Description of Proposed Services: **Natural Gas**

Total Funding Requested: \$0.5505/therm

Account Number Various

Proposed Funding Source: Federal \_\_\_\_\_  
State \_\_\_\_\_  
County 100%  
Other \_\_\_\_\_

Oneida County Department Staff Comments: \_\_\_\_\_

**PLEASE RETURN TO:**

7001 SW 24th AVE Gainesville FL 32607-3704  
 Phone (877) 529-9908 x13258 Fax (866) 733-1115



**New York Commercial Natural Gas Sales Agreement & Disclosure Statement**

PLEASE TYPE OR CLEARLY PRINT THE FOLLOWING INFORMATION

**ONEIDA COUNTY**

Full Legal Name of Entity (Or Owner's Name if Sole-Proprietor)

15-6000-460 Fed. Tax ID/SS #	249953-198079 MPA Code	10/22/2012 EFFECTIVE DATE
Mark E. Laramie Contact Name	(315) 793-6236 Phone Number	5CSEB060412 Exhibit B Version Number
(315) 768-6299 Fax Number	mlaramie@ocgov.net Email Address	

Type of Business:  Proprietorship  Partnership  State Inc in   LLC  Government

Nature of Business: Municipality Established Date: 1798

Prior name and address of business (if established less than (2) years): \_\_\_\_\_

This Agreement consists of this cover page, the service locations listed on Exhibit A and the terms and conditions listed on Exhibit B ("Agreement").

Price:	The Fixed Rate shall be \$0.5505 per therm total commodity cost, for the term set forth below.
Fixed, Variable or Half Fixed Half Variable? and if Variable, How Price is Determined:	Fixed
Length of the Agreement:	This Agreement shall begin upon the Effective Date, above, subject to the Customer ("You") gaining credit approval by Intelligent Energy. This Agreement shall continue for a term of 12 months ending on approximately 11/30/2013 depending on Your local distribution company ("LDC") meter reading cycle/procedures or the end of Your current Agreement.
To Rescind the Agreement Without Early Termination Fee:	You may rescind the Agreement within seventy-two (72) hours after signing the Agreement or upon receiving a copy of the Agreement, which ever is later, by contacting us at: 1-800-724-1880 or by emailing us at CancelService@IntelligentEnergy.org .
Amount of Early Termination Fee and Method of Calculation:	Early termination fees may include the following: a. Lost Profits. If You choose a Introductory - Variable Rate, Intelligent Energy waives all rights to collect any lost profits if You cancel DURING the pendency of the Introductory Rate period. If You choose either a Variable, Fixed Rate or Half and Half Rate, Intelligent Energy shall calculate lost profits as an amount equal to one month's average invoice. b. Costs. If You choose either a Introductory - Variable or Variable Rates, Intelligent Energy waives all rights to collect any costs for early termination of this Agreement. If You choose a Fixed or Half and Half Rate, Your cost shall be determined by taking (1) the wholesale price of natural gas on the Effective Date of this Agreement; subtracting (2) the wholesale price of natural gas on the Cancellation Date; and multiplying the difference, if positive, by (3) the Contract Volume, or half the Contract Volume if a Half and Half Rate was selected, not used due to early termination.
Process of Late Payment Fee and Method of Calculation:	Your bill is due immediately upon receipt and late fees will be assessed if the full amount due is not received within 20 days of the bill date. Late payments or partial payment balances will be subject to a late fees equal to 1.5% of the outstanding balance or up to the maximum fee allowed by law whichever is less.
Provisions for Renewal Of the Agreement:	This Agreement shall automatically be renewed for a like term, unless cancelled by either Party upon thirty (30) days written notice prior to expiration of this Agreement. Upon expiration of any Rate, the customer's rate shall be the then effective standard variable rate plus the applicable Service Fee and shall remain in effect until the Agreement is terminated.
Conditions Under Which Savings are Guaranteed:	This agreement does not offer any guaranteed savings.



**EXHIBIT A: SERVICE LOCATIONS**

Location Name ONEIDA COUNTY

---

Type of Service Needed-- Please check one:

New Service (Meter Set)  New Service (Turn on)  Marketer Switch  Renewal

LDC Account Name : ONEIDA COUNTY

LDC Account Number : 4959036101

LDC Name : NationalGrid

Bill Attention:

Service Address : 6065 JUDD RD ORISKANY, NY 13424

Billing Address 800 PARK AVE UTICA, NY 13501-2939

MPA Code : 249953-198079

Location Name ONEIDA COUNTY

---

Type of Service Needed-- Please check one:

New Service (Meter Set)  New Service (Turn on)  Marketer Switch  Renewal

LDC Account Name : ONEIDA COUNTY

LDC Account Number : 2493060005

LDC Name : NationalGrid

Bill Attention:

Service Address : 120 BASE RD REAR ORISKANY, NY 13424

Billing Address 800 PARK AVE UTICA, NY 13501-2939

MPA Code : 249953-198079

Location Name ONEIDA COUNTY

---

Type of Service Needed-- Please check one:

New Service (Meter Set)  New Service (Turn on)  Marketer Switch  Renewal

LDC Account Name : ONEIDA COUNTY

LDC Account Number : 5613760101

LDC Name : NationalGrid

Bill Attention:

Service Address : 0 WHITESBORO ST YORKVILLE, NY 13495

Billing Address 800 PARK AVE UTICA, NY 13501-2939

MPA Code : 249953-198079

18.

## Exhibit B: General Terms and Conditions

1. SALES – You and Intelligent Energy (collectively the “Parties”) agree this Agreement is for the purchase and sale of all of Your natural gas commodity supply, and this Agreement is conditioned upon all applicable state and Federal laws, rules, regulations, mandates and orders as well as the LDC tariff, policies, and procedures. Intelligent Energy shall sell, and You shall purchase all of the natural gas needed for the service address(es) specified in this Agreement at Exhibit A. Switching to a third party supplier is not mandatory, and You have the option of remaining with the LDC for basic gas supply service. This Agreement is subject to acceptance by Intelligent Energy and Your LDC.
2. CONTRACT VOLUME – For the purposes of locking in Your price, if You select either a Fixed Rate or a Half and Half Rate, Intelligent Energy shall base Your expected usage, for the term of this Agreement, on either one or a combination of the following methods:
  - a. Historical Usage, which is defined as Your previous twelve (12) months usage; or
  - b. Estimated Usage, which is defined as an estimate based on similarly situated customers’ profiles.
3. CREDIT – You may be required to provide a deposit, a letter of credit, a guaranty of payment from a third party, or some other security, which is satisfactory to Intelligent Energy. This Agreement allows Intelligent Energy to obtain credit and LDC information including, but not limited to, historical and future usage, meter readings, types of service, and payment information and any other information required by the utility or the New York Public Service Commission (“PSC”) to enroll and maintain your account including, but not limited to, any additional or new account number(s). The information will be used for enrollment and account maintenance purposes. By signing this Agreement, You are authorizing the release of the above information to Intelligent Energy for the duration of this Agreement, and You have the right to rescind the authorization for release of the above information at any time by contacting Intelligent Energy. If You rescind Your authorization, Intelligent Energy reserves the right to immediately terminate this Agreement with no further notice.
4. BILLING AND PAYMENT – Your LDC will continue to provide distribution, maintenance and emergency services for the natural gas supplied to You by Intelligent Energy; You may receive an invoice from Your LDC for these charges, or Intelligent Energy may include these charges in its invoice to You. Your invoice is due immediately upon receipt and late fees will be assessed if the full amount due is not received within twenty (20) days of the bill date. All monies paid will be applied to Your outstanding balance and may be prorated with Your delivery charges in accordance with PSC requirements. Late payments or partial payment balances will be subject to termination of service as well as late fees of the outstanding balance equal to 1.5% or up to the maximum fee allowed by law whichever is less. You will be invoiced for all outstanding balances and fees. You shall remain responsible for any and all collection agency fees, attorney’s fees (including in-house counsel), court costs, and all other costs of collecting such outstanding balances. In the event of a termination for non-payment, You shall pay any applicable early termination fees and LDC charges as set forth by the CANCELLATION OF AGREEMENT BY CUSTOMER section. Any and all returned checks are subject to a returned check fee of at least \$20 plus any applicable bank fees or the maximum fee allowed by law which ever is less. You can pay Your invoice by mailing payments to Intelligent Energy, P.O. Box 105247 Atlanta, GA 30348-5247.
5. TITLES AND TAXES – Title to the natural gas shall pass from Intelligent Energy to You at Your LDC’s designated city gate. Any applicable federal, state, or local taxes, sales tax, gross receipts tax and utility tax and charges will be billed as required. You shall be responsible for any taxes imposed simultaneously with transfer of title. If You are claiming any tax exemption You must provide Intelligent Energy with written documentation of Your tax exemption prior to commencement of service to You under this Agreement. The rate, at which the natural gas will be purchased by You pursuant to this Agreement may, in the sole discretion of Intelligent Energy, be increased in accordance with any tariff rates, as well as any tax, levy and cost associated with obtaining, transporting, delivering and selling the natural gas pursuant to this Agreement, even under a fixed price agreement. Proof of any such increase will be provided to You upon request. If a taxing authority determines that Intelligent Energy did not collect all applicable taxes, You shall remain liable to Intelligent Energy for such additional taxes.
6. FORCE MAJEURE – Except for any obligation to make payments when due, neither Party shall be liable to the other for any delay or failure to perform caused by an occurrence of Force Majeure. A Force Majeure is an unexpected and disruptive event that may operate to excuse a Party from a contract. Force Majeure occurrences include events outside the control of the Party claiming Force Majeure, which may include, but shall not be limited to, acts of God, strikes, lockouts or other industrial disturbances, acts of public enemy, terrorism, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, civil disturbances, explosions, accidents to

## Exhibit B: General Terms and Conditions

- machinery or lines of pipe, the loss or failure of Intelligent Energy's gas supply due to Force Majeure, and actions of any government authority, LDC, or pipeline entity, which result in conditions, limitations, rules, regulations or orders that materially impair either Party's ability to perform hereunder, or any similar cause beyond the control of the Party failing to perform. The affected Party shall give to the other reasonably prompt and detailed notice of the occurrence of any Force Majeure relied upon.
7. **LIMITATION OF LIABILITY** – Intelligent Energy's liability in connection with this Agreement shall in no event exceed the difference between the reasonable price of replacing any undelivered natural gas and its price under this Agreement. Notwithstanding the foregoing, Intelligent Energy shall not be liable for any losses, special, incidental, indirect, consequential or punitive damages arising from:
    - a. the LDC's service, including, without limitation, operations and maintenance of the system, interruption of service, termination of service, and deterioration of service;
    - b. from in-home or building damages; and
    - c. a breach of this Agreement by either Party.
  8. **NO WARRANTIES** – Except as expressly set forth herein, Intelligent Energy makes and You receive, no warranty, express, implied, or statutory, AND INTELLIGENT ENERGY SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
  9. **ASSIGNMENT** – This Agreement shall extend to and be binding upon the respective successors and assigns of the Parties; provided, however, You may not assign this Agreement without Intelligent Energy's express prior written consent and any purported assignment without such consent shall be void. Intelligent Energy reserves the right to assign this Agreement or delegate its duties as required by the PSC.
  10. **VERBAL RECORDINGS** – You agree that Intelligent Energy may electronically record all telephone conversations with You without any special or further notice. You shall obtain any necessary consent of Your agents or employees to such recording.
  11. **ENTIRE AGREEMENT AND AMENDMENTS** – This Agreement constitutes the entire understanding between the Parties. No modification or amendment of this Agreement shall be binding on either Party unless in writing and signed by both Parties.
  12. **NO WAIVER** – No waiver of any right under this Agreement shall be effective unless it is in writing and signed by an authorized representative of the Party granting such waiver, and any such waiver shall be effective only with respect to the particular event expressly referred to in such writing.
  13. **GOVERNING LAW** – This Agreement shall be governed by and construed in accordance with the laws of the State of New York. This Agreement is subject to, and valid notice shall be deemed to have been provided for, all valid legislation and to all existing and future laws, orders, rules, and regulations of authorities having jurisdiction.
  14. **DISPUTE PROCEDURE** – If You dispute an invoice, You must first notify Intelligent Energy in writing at Intelligent Energy, Attn: Legal Department, 7001 SW 24th Avenue, Gainesville, Florida 32607-3704 within thirty (30) days of the invoice date; if You do not raise Your dispute within this time, You waive all right to do so. After giving written notice, You may withhold payment for the disputed portion only. You shall refrain from taking legal action with regard to the disputed portion of the invoice for a period of fifteen (15) days following receipt of a timely given written notice of the dispute. You have the right to contact the DPS toll-free at 1-800-342-3377, or You may write the Department of Public Service, Office of Consumer Services, Three Empire State Plaza, Albany, NY 12223-1350, or by e-mail at <http://www.dps.state.ny.us>. You can also contact the Department ESCO hotline at 1-888-697-7728.
  15. **CONDITIONAL PAYMENTS** – Any form of payment You send to Intelligent Energy for less than the full balance due that is marked "paid in full" or contains a similar notation, or that You otherwise tender in full satisfaction of a disputed amount, must be sent to the address specified in the DISPUTE PROCEDURE section. Intelligent Energy reserves all rights regarding these payments (i.e. if it is determined there is no valid dispute or if any such payment is received at any other address, Intelligent Energy may accept that payment and You will still owe any remaining balance). Intelligent Energy may also refuse to accept any such payment by returning it to You, not cashing it or destroying it. All other payments You make should be sent to the appropriate payment address.
  16. **CANCELLATION OF AGREEMENT BY CUSTOMER** – Within seventy-two (72) hours of signing this Agreement, You have the right to rescind this Agreement, and You will not be assessed any early termination fees. After the initial 72 hour period, You may terminate this Agreement by sending a written notice of cancellation thirty (30) days prior to the desired cancellation date to the address specified in the DISPUTE PROCEDURE section. Cancellation of this Agreement shall be effective on the date Intelligent

21.

## Exhibit B: General Terms and Conditions

Energy receives Your cancellation request ("Cancellation Date"). Termination of gas delivery to You by Intelligent Energy shall be effective when Your LDC provides a final meter reading ("Final Switch Date"), which may take up to eight (8) weeks. You shall be responsible for the following:

- a. Any and all volumes of gas burned at Intelligent Energy's then effective standard variable rate through Your last day of service by Intelligent Energy; and
  - b. Any and all fees as a result of early termination. Any such fees will be applied to the final service bill. Early termination fees may include the following:
    - i. Lost Profits. If You choose an Introductory - Variable Rate, Intelligent Energy waives all rights to collect any lost profits if You cancel DURING the pendency of the Introductory - Variable Rate period. If You choose either a Variable, Fixed, or Half and Half Rate, Intelligent Energy shall calculate lost profits as an amount equal to one month's average invoice.
    - ii. Costs. If You choose either an Introductory - Variable or Variable Rates, Intelligent Energy waives all rights to collect any costs for early termination of this Agreement. If You choose a Fixed or Half and Half Rate, Your cost shall be determined by taking (1) the wholesale price of natural gas on the Effective Date of this Agreement; subtracting (2) the wholesale price of natural gas on the Cancellation Date; and multiplying the difference, if positive, by (3) the Contract Volume, or half the Contract Volume if a Half and Half Rate was selected, not used due to early termination.
17. **TERMINATION OR SUSPENSION BY INTELLIGENT ENERGY** – Intelligent Energy reserves the right to terminate or suspend Your service for the following reasons: a) Your failure to pay in full for all charges for services rendered; b) Your failure to pay amounts due under a payment agreement; c) Your failure to pay a lawfully required deposit; or d) You are dropped from Utility Consolidated Billing.
- a. Utility Consolidated Billing Customers: non-residential customers who elect to receive utility consolidated bills may be subject to disconnection upon failure to make full payment of ESCO charges on any consolidated utility bill in accordance with Public Service NYPSC rules on the termination of service to non-residential customer, 16 NYCRR §13.3. If You are dropped from Utility Consolidated Billing, Intelligent Energy will immediately terminate this Agreement without further notice, and You will be responsible for all charges and liquidated damages as may be applicable hereunder.
  - b. Non-Utility Consolidated Billing New York Customers: Intelligent Energy reserves the right to terminate this Agreement by giving You fifteen (15) days written notice and may pursue termination and suspension of distribution services.
18. **EXPIRATION/RENEWAL OF AGREEMENT** – Service with Intelligent Energy shall begin on the date Your supply service is transferred from Your LDC or supplier to Intelligent Energy. This Agreement shall automatically renew for a like term, unless cancelled by either Party upon thirty (30) days written notice prior to expiration of this Agreement. The terms of the renewed Agreement shall be the terms disclosed in this Agreement, except that the rate shall be the then effective standard variable rate plus the applicable Service Fee of \$7.95. The then effective standard variable rate, unless otherwise agreed upon in writing, shall be a variable rate based upon natural gas market pricing, transportation, profit and other market price factors, plus all applicable taxes, which may be higher or lower than Your LDC.
19. **PRIVACY INFORMATION / CONFIDENTIALITY** – Any information pertaining to You collected by Intelligent Energy during the course of providing service shall be kept confidential. The existence of this Agreement and the terms contained herein are deemed to be confidential. Neither Party shall disclose directly or indirectly without the prior written consent of the other Party the terms this Agreement to a third party (other than the employees, lenders, royalty owners, counsel, accountants and other agents of the Party, or prospective purchasers of all or substantially all of a Party's assets or of any rights under this Agreement, provided such persons shall have agreed to keep such terms confidential) except for the following:
- a. In order to comply with any applicable law, order, regulation, or exchange rule, or
  - b. To the extent necessary for the enforcement of this Agreement.

In the event disclosure is required by a governmental body, applicable law, or proceeding, the disclosing Party may disclose such information to the extent so required, but shall use reasonable efforts to prevent or limit the disclosure of any confidential information, and shall cooperate (consistent with the disclosing Party's legal obligations) with the other Party's efforts to obtain protective orders or similar restraints with respect to such disclosure at the expense of the other Party. Subject to the limitations on liability set forth herein, the parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with this

## Exhibit B: General Terms and Conditions

confidentiality obligation. The terms of any transaction hereunder shall be kept confidential by the parties hereto for one year from the expiration of the transaction.

20. CONTACT INFORMATION AND CUSTOMER SERVICE – Any official notices, questions, comments or requests for assistance, except for gas leak emergencies, should be directed to Intelligent Energy in any of the following manners:

- a. Phone: 1-800-927-9794
  - i. Please feel free to call and leave messages after hours;
- b. E-mail: [CustomerService@IntelligentEnergy.org](mailto:CustomerService@IntelligentEnergy.org);
- c. Toll-free fax: 1-866-772-0546;
- d. U.S. Mail: Intelligent Energy, attn: Customer Service Department, 7001 SW 24th Avenue, Gainesville, Florida 32607-3704; and
- e. The internet: [www.IntelligentEnergy.org](http://www.IntelligentEnergy.org).

Energy delivery services will continue to be provided by Your utility company and Your utility will also be available to respond to leaks or other emergencies should they occur. If you smell gas or have an emergency, You can call 911 or Your local utility:

- a. Central Hudson: 1-800-942-8274;
- b. Con Edison: 1-800-752-6633;
- c. National Fuel Gas: 1-800-444-3130;
- d. National Grid: 1-800-892-2345;
- e. National Grid New York City: 1-718-643-4050;
- f. National Grid Long Island: 1-800-490-0045;
- g. Orange & Rockland: 1-800-533-5325;

Anthony J. Picente, Jr  
Oneida County Executive



John P. Talerico  
Commissioner of Personnel

**ONEIDA COUNTY DEPARTMENT OF PERSONNEL**

County Office Building 800 Park Avenue Utica, New York 13501-2986  
Phone: (315) 798-5725 Fax: (315) 798-6490 Email: personnel@ocgov.net  
Web site: www.ocgov.net

October 29, 2012

FN 20 12-405  
GOVERNMENT OPERATIONS

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

**WAYS & MEANS**

Dear County Executive Picente:

Attached for your review and approval is correspondence from County Attorney Gregory J. Amoroso, requesting the creation of one (1) new Assistant County Attorney III position (Grade 36P, Step 1 \$44,777) in the Law Department, Cost Center 1420.

As stated in County Attorney Amoroso's letter, the one (1) new Assistant County Attorney position will replace the position of Assistant County Attorney (Health), Part time which was based directly in the Department of Public Health and is being phased out at the end of the 2012 budget year.

The new full time position will perform various duties for the Law Department including legal work for the Health Department and work pursuant to the Memorandum of Understanding between Oneida County and Mohawk Valley Community College.

This action will require Board of Legislator approval.

Sincerely,

John P. Talerico  
Commissioner of Personnel

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

Anthony J. Picente, Jr.  
County Executive

Date 10/29/12

Copy: County Attorney  
Budget



24.



**ANTHONY J. PICENTE JR.**  
COUNTY EXECUTIVE

## **ONEIDA COUNTY DEPARTMENT OF LAW**

Oneida County Office Building  
800 Park Avenue • Utica, New York 13501-2975  
(315) 798-5910 • fax (315) 798-5603

**Gregory J. Amoroso**  
County Attorney

October 24, 2012

John P. Talerico  
Commissioner of Personnel  
Oneida County Office Building  
800 Park Avenue  
Utica, NY 13501


Dear Mr. Talerico:

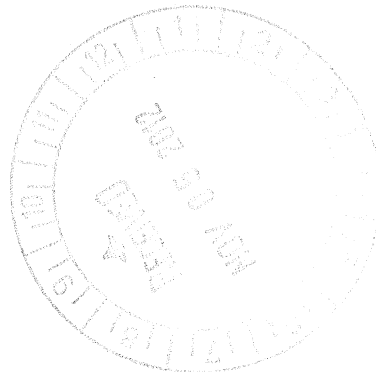
I am requesting authorization to create one new position of Assistant County Attorney in the Oneida County Department of Law

This position will replace the position of "Assistant County Attorney (Health), Part-time," which was based directly in the Department of Health and is being phased out at the end of the 2012 budget year. The new full-time position will perform various duties for the Department of Law, including legal work for the Health Department and work pursuant to the Memorandum of Understanding between Oneida County and Mohawk Valley Community College.

I am asking that the new position be presented to the Oneida County Board of Legislators at their next meeting November 28<sup>th</sup> and please let me know if you need any further information in order to forward the request to the County Executive.

Very truly yours,

  
Gregory J. Amoroso  
County Attorney



25.



**ONEIDA COUNTY DEPARTMENT OF LAW**

Oneida County Office Building  
800 Park Avenue ♦ Utica, New York 13501-2975  
(315) 798-5910 ♦ fax (315) 798-5603

**ANTHONY J. PICENTE JR.**  
COUNTY EXECUTIVE

**Gregory J. Amoroso**  
County Attorney

October 26, 2012

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

FN 20 12-406

GOVERNMENT OPERATIONS

Dear Mr. Picente:

**WAYS & MEANS**

I have attached a copy of a Memorandum of Understanding between Oneida County and Mohawk Valley Community College. Pursuant to the Memorandum of Understanding, the Oneida County Attorney and the Oneida County Department of Law will provide legal services to Mohawk Valley Community College and the College will pay the County \$75,000 to reimburse the County for a portion of the costs of the Department of Law. The MOU will be effective from September 1, 2012 until August 31, 2013.

This shared services model will result in greater efficiencies and economics of scale. It will actually reduce the College's legal expenses, while providing additional revenue to the County.

Please forward this Memorandum of Understanding to the Oneida County Board of Legislators for their approval.

Very truly yours,

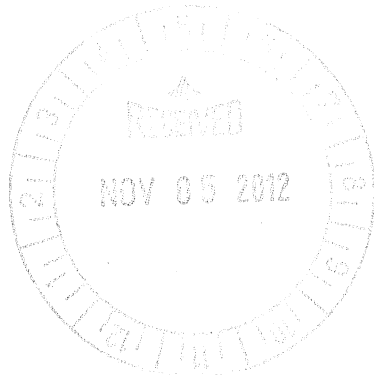
Gregory J. Amoroso  
County Attorney

Encl.

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

Anthony J. Picente, Jr.  
County Executive

Date 10/29/12





Oneida Co. Department: LAW

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

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name of Proposing Organization:** Mohawk Valley Community College

**Title of Activity or Service:** Legal Services

**Proposed Dates of Operation:** 9/01/2012 to 8/31/2013

**Client Population/Number to be served:**

**Summary Statements**

**Narrative Description of Proposed Services:** Pursuant to the Memorandum of Understanding, the Oneida County Attorney and the Oneida County Department of Law will provide legal services to Mohawk Valley Community College and the College will pay the County \$75,000 to reimburse the County for a portion of the costs of the Department of Law.

**Program/Service Objectives and Outcomes:**

**Program Design/Staffing:**

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

**Oneida County Dept. Funding Recommendation:** \$0

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

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

**Past Performance Data:** N/A

**OC Department Staff Comments:**



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

Office of the President  
(315) 792-5333  
Fax (315) 792-5678

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding made the \_\_\_\_ day of \_\_\_\_\_, 2012, by and between **ONEIDA COUNTY** (hereinafter referred to collectively as the "County") and **MOHAWK VALLEY COMMUNITY COLLEGE** (hereinafter referred to as "College")

WHEREAS, the County, pursuant to the Oneida County Charter, has established a Department of Law headed by the Oneida County Attorney, to be the sole legal advisor of the County and every agency and office thereof; and

WHEREAS, the College's Board of Trustees' Policy #1009, entitled "Legal Counsel" states as follows: "The Oneida County Attorney is charged with providing legal counsel and services to Oneida County. Since Mohawk Valley Community College is sponsored by Oneida County and, therefore, constitutes an agency of the County, the County Attorney will provide all legal services unless a conflict of interest exists, and counsel on behalf of the College, unless clear benefit will be provided by turning to outside counsel. All such use of outside counsel must receive approval by the Board of Trustees", and

WHEREAS, the parties wish to set forth their understanding of the legal services to be provided the Oneida County Attorney to the College, and to establish an annual payment to be paid by the College to the County in monthly installments, to reimburse the County for a portion of the costs of the Department of Law in consideration of said legal services;

NOW THEREFORE, in consideration of the mutual promises made herein, the parties hereto agree as follows:

1. The term of this Memorandum of Understanding shall be from September 1, 2012 until August 31, 2013. This Memorandum may be terminated at any time upon thirty (30) days written notice by either party.
2. The Oneida County Attorney and the Oneida County Department of Law shall provide legal services to the College, unless the College's Board of Trustees has retained outside counsel for a particular matter or particular category of matters. The legal services shall include, but not be limited to, advice on all legal matters, representation in civil matter, preparation of necessary papers and written instruments,

review of legal documents, agreements, contracts and leases, advice and representation in all labor and employment matters and negotiation of collective bargaining agreements.

3. The College shall pay to the County, to reimburse the County for a portion of the costs of the Department of Law, the total sum of Seventy-Five Thousand Dollars (\$75,000.00) during the term of this Memorandum of Agreement. The total sum shall be paid by monthly installments, each in the amount of Six Thousand, Two Hundred and Fifty Dollars (\$6,250.00). The total sum to be paid to the County shall not include disbursements incurred by the County in representation of the College for filing fees, court fees, subpoena fees, stenographer's fees, expert witness fees, investigator's fees or fees for process serving.

IN WITNESS WHEREOF the County and the College have signed this Memorandum of Understanding on the day and year first above written.

County of Oneida

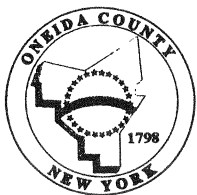
By: \_\_\_\_\_  
Anthony J. Picente, Jr.  
Oneida County Executive

Mohawk Valley Community College

By: Randall J. VanWagoner.  
Randall VanWagoner  
President

Approved as to Form only

Greg J. Amos  
Oneida County Attorney



COUNTY OF ONEIDA  
**OFFICE OF THE COUNTY EXECUTIVE**

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

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

October 30, 2012

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

FN 20 12 - 407

**WAYS & MEANS**

Honorable Members:

Pursuant to Article XX, Section 2002 of the Oneida County Charter and Section 6306 of the New York State Education Law, I submit to the Board of Legislators for their approval the appointment of William S. Calli, Jr. to serve on the Mohawk Valley Community College Board of Trustees. The term for this appointment is for seven years, but as Mr. Calli will be serving the remainder of an existing term of office, his term will expire on June 30, 2017. The appointment will be effective immediately.

Mr. Calli manages a high volume real estate department at a local law firm, and possesses both management and transactional experience. He has served as a member of MVCC's Board of Trustees since 2003, and has previously served as Chairman of the Board of Trustees. He also has a broad range of community involvement, serving as General Counsel for the Utica Municipal Housing Authority and as a member of the Board of Utica Neighborhood Housing Service, Inc.

Mr. Calli's appointment to the MVCC Board of Trustees will provide the Board with both continuity and historical perspective in its governance of the community college.

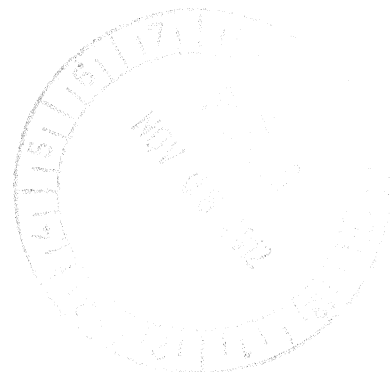
I respectfully request that you approve of this appointment at your earliest convenience.

Thank you.

Very truly yours,

  
Anthony J. Picente Jr.  
Oneida County Executive

Cc: Randall Van Wagoner



William S. Calli, Jr., Esq.  
 215 Higby Road  
 Utica, New York 13501  
 315-724-0552 home  
 315-733-0455 office

Education:

Juris Doctorate New England School of Law	May 1992
 Bachelor of Science Rensselaer Polytechnic Institute	 May 1989

Employment Experience:

Partner in law firm, Calli, Calli & Cully

*As a partner in the law firm of Calli, Calli & Cully, I am directly responsible for the management and oversight of a high volume Real Estate Department which provides me with management skills, the ability to multi-task, allowed me the opportunity to dialogue and communicate with the parties involved in the transaction, as well as provided me with the capacity to be proficient of the various aspects of a transaction:*

- *negotiate contracts and leases*
- *negotiate, draft and review construction and loan documents*
- *negotiate and review operating agreements, management agreements and development agreements*
- *review title work and title insurance reports*
- *negotiate and review easements, rights of way, and restrictive covenants*

General Counsel, Municipal Housing Authority  
of the City of Utica

*As General Counsel to the MHA, I am responsible for all legal matters involving this public agency including lease negotiations, evictions, capital project bids and requests for proposals, and review of capital project documentation and all contractual and labor grievances, disputes and law suits*

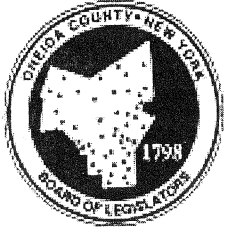
Professional & Community Service Experience:

Member and former Chairman of the Board of Trustees of Mohawk Valley Community College	2003 - Present
Member of the Board of Utica Neighborhood Housing Service, Inc.	2010 - Present
Former Board Member and 2 <sup>nd</sup> . Vice President of the Oneida County Bar Association	
Former Member of the Oneida County Ethics Committee	

Interests and Activities:

Politics, community service initiatives

References available upon request



# ONEIDA COUNTY BOARD OF LEGISLATORS

*Frank D. Tallarino, Minority Leader*

7883 West Thomas Street, Rome, New York 13440 Phone: 798-5049

October 26, 2012

Honorable Gerald Fiorini, Chairman  
Oneida County Board of Legislators  
800 Park Ave.  
Utica, NY 13502

FN 20 12-408

## WAYS & MEANS

Dear Chairman Fiorini,

Please consider this letter as my formal recommendations for the Ethics Board Committee. I would like to recommend Michael J. Hennessy of 439 Betsinger Rd., Sherrill, NY as the three-year term member and Julie Miller of 466 Tryon Rd., Utica, NY as the two-year term member.

Thank you for your consideration.

Sincerely,

*Frank D. Tallarino*

FRANK D. TALLARINO (D-7)  
ONEIDA COUNTY LEGISLATOR, MINORITY LEADER

Cc: Mikale Billard, Clerk of the Board  
Gregory Amoroso, Oneida County Attorney



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