



ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

George Joseph
Majority Leader

Frank D. Tallarino
Minority Leader

COMMUNICATIONS FOR EXPEDITED ACTION October 9, 2013

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

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ALL SUPPORTING DOCUMENTATION AVAILABLE AT
www.ocgov.net



Undersheriff Robert Swenszkowski
Chief Deputy Jonathan G. Owens

Chief Deputy Gabrielle O. Liddy
Chief Deputy Dean Obernesser

Sheriff Robert M. Maciol

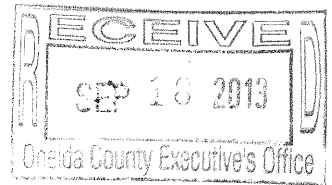
September 17, 2013

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

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

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

Date 9/18/13



FN 20

13 316

Dear County Executive Picente:

WAYS & MEANS PUBLIC SAFETY

In the 2013 Sheriff's adopted budget, revenue for "Board In Federal Prisoners - A2265" was estimated at \$1,300,000. At the end of August 2013, our revenue from this source was at \$1,330,231 and at the end of September 2013, the revenue from this source is expected to be approximately \$1,500,230. By 2013 years end, this revenue will be approximately \$1,900,000.

I am requesting to utilize a portion of this unanticipated revenue to purchase an armored rescue vehicle, sometimes referred to as a tactical transport vehicle that provides S.W.A.T. / Emergency Response Teams with transportation and protection to and from hostile situations. They also provide for the means to assist with recovery and protection of civilians in harm's way during terrorist threats, hostage situations, or encounters with armed offenders. It is specially designed to provide protection from a variety of firearms and explosive devices. This essential vehicle would be used regionally throughout Oneida County as we continue to see an increase in the number of dangerous law enforcement operations. The Police Chiefs from the Utica, Rome and New Hartford Police Departments, along with District Attorney McNamara and Emergency Services Director Revere agree that as the lead law enforcement agency in Oneida County, the Sheriff's Office should have this vehicle within it's emergency response fleet. This Emergency Response Vehicle will be available to respond twenty-four (24) hours a day, seven (7) days a week anywhere in Oneida County.

Therefore, I am requesting the following 2013 supplemental appropriation:

To:	<u>Amount</u>
A3110.2512 Automotive Equipment	\$296,000

This supplemental appropriation will be fully supported by unanticipated revenue in:

A2265 Sheriff- Board In Federal Prisoners	<u>Amount</u>
	\$296,000





Undersheriff Robert Swenszkowski
Chief Deputy Jonathan G. Owens

Chief Deputy Gabrielle O. Liddy
Chief Deputy Dean Obernesser

Sheriff Robert M. Maciol

September 17, 2013

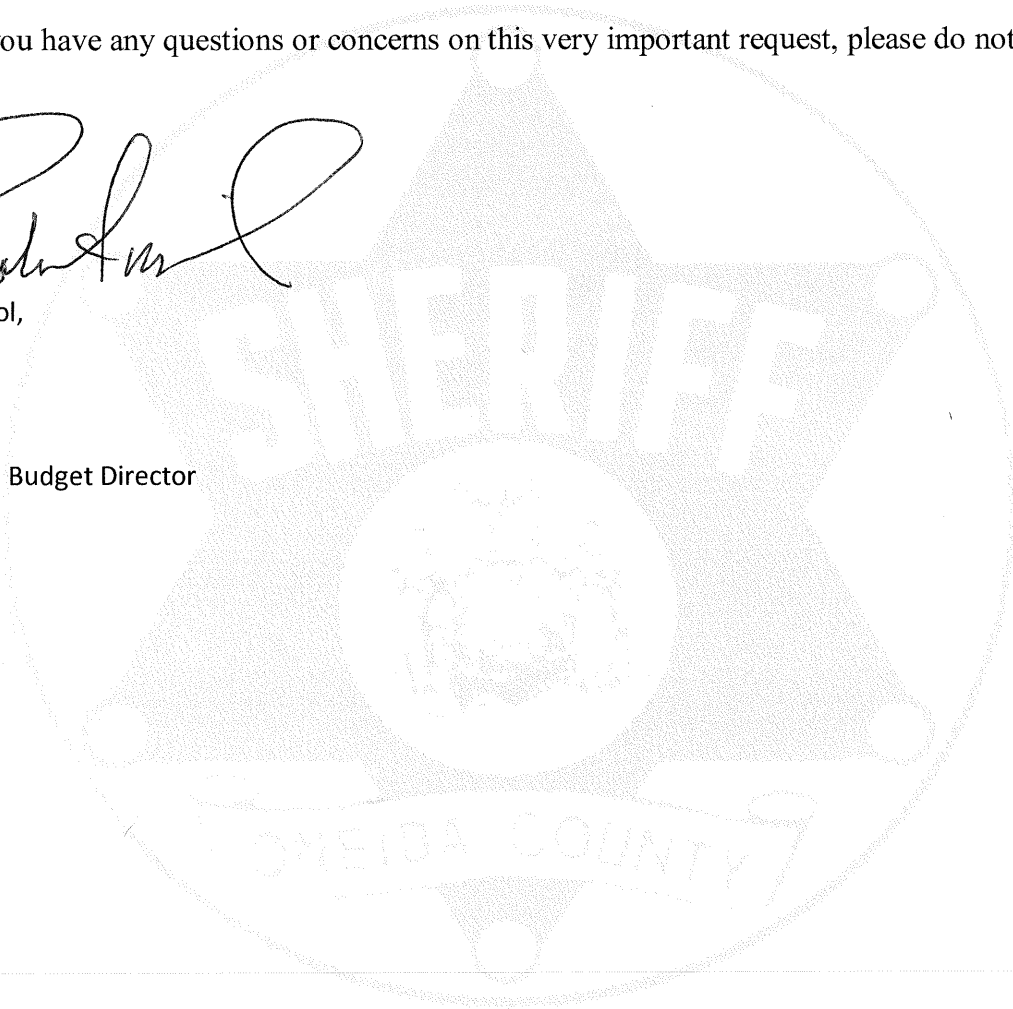
With the year's end quickly approaching, I am hoping, if you agree, to have this item on the September 30th Public Safety Committee agenda.

As always, if you have any questions or concerns on this very important request, please do not hesitate to contact me.

Sincerely,

Robert M. Maciol,
Sheriff

Cc: Tom Keeler, Budget Director



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) 793-6213
Fax: (315) 768-6299

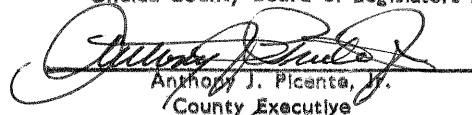
DIVISIONS:
Buildings & Grounds
Engineering
Highways, Bridges & Structures
Reforestation

FN 20 13 - 31.7

September 17, 2013

PUBLIC WORKS WAYS & MEANS

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


Anthony J. Picente, Jr.
County Executive
Date 9/18/13

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

Dear Chairman Fiorini,

Mark and Rebecca Jones of 7600 State Route 8 have been working with the Town of Deerfield to acquire a portion of Old State Route 8 which abuts their property.

Following reconstruction and realignment of State Route 8 by NYSDOT, a portion of the old roadbed was abandoned to the Town of Deerfield. This portion of roadbed was never opened or worked on by the Town and shortly after the transfer, it was gated to deter its use.

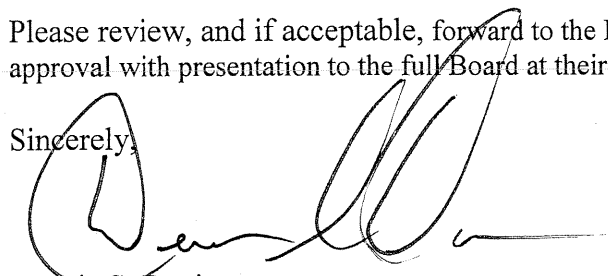
Research has revealed that portions of the old roadbed were acquired in fee by Oneida County as was the practice on state highways prior to 1944. The enclosed survey map prepared by Blanchard Surveying shows the relevant acquisitions of 1915 and 1929.

The Oneida County Department of Public Works has no interest in retaining these parcels and recommends transfer to Jones.

I have reviewed the information submitted by Jones' attorney and surveyor and find that it accurately represents the history of this area.

Please review, and if acceptable, forward to the Public Works and Ways and Means Committee for approval with presentation to the full Board at their earliest convenience

Sincerely,



Dennis S. Davis
Commissioner

cc: Mark E. Laramie, P.E., Deputy Commissioner

Enc.

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

ONEIDA COUNTY BOARD OF LEGISLATORS

Name of Proposing Organization: Mark J. Jones & Rebecca L. Jones
7600 St. Rt. 8
Poland, NY 13431

Title of Activity or Service: Property Conveyance

Proposed Dates of Operation: N/A

Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services:

Following reconstruction and realignment of State Route 8 by NYSDOT, a portion of the old roadbed was abandoned to the Town of Deerfield. This portion of roadbed was never opened or worked by the Town and shortly after transfer was gated so as to deter its use. Research has revealed that portions of the old roadbed were acquired in fee by Oneida County, as was the practice on state highways prior to 1944. The enclosed survey map prepared by Blanchard Surveying shows the relevant acquisitions of 1915 and 1929. From DPW's perspective, Oneida County has no interest in retaining these parcels and recommends transfer to Jones.

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

3) Program Design and Staffing: N/A

Total Funding Requested: \$1.00 Account #: D5020

Oneida County Dept. Funding Recommendation: \$1.00

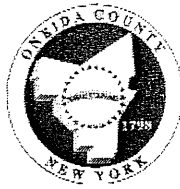
Proposed Funding Sources (Federal \$/ State \$/County \$): \$1.00 County

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: None

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

DATE: August 26, 2013

RE: CLOSURE OF CAPITAL PROJECTS

FN 20 13 -318



WAYS & MEANS

During the last several months, my department has performed a forensic accounting of 101 capital projects. Through our efforts, we were able to identify for closure 28 of these capital projects. These 28 projects have a combined total of \$278,898 in unused, unspent funds. Upon approval of the board to commence closure, the \$278,898 will be transferred to our Debt Service Fund for payment of bonds.

I respectfully request you forward this to the appropriate committees and full Board of Legislators for approval to close projects and effectuate said transfer.

Thank you.

Cc: Sheryl Brown, Deputy Comptroller
Debbie Joanis, Deputy Comptroller Admin.
Dee Elliott, 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 9/11/13

MEMO:

To: Joseph J. Timpano, Comptroller

From: Dee Elliott, Auditor III

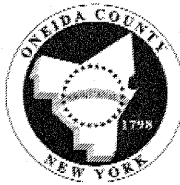
Date: July 26, 2013

RE: Recommendations for Capital Projects to be closed in 2013

The 28 capital projects listed on the attached worksheet have been identified and approved for closure by Steve Devan, Dick Gifford, Chad Lawrence, Mark Laramie and John Kent. The remaining excess revenue, \$278,898.12 can be transferred to the debt service fund.

			RECEIPTS	EXPENDITURES	NET
1	H274	Planning - Transit Modernization Phase III	2,625,913.23	2,625,913.23	0.00
2	H288	County Wide Computerization	2,061,106.00	2,061,086.16	19.84
3	H310	County Highway Bridge Phase 2	10,570,000.00	10,569,999.48	0.52
4	H315	Planning - Transit Modernization Phase III	1,970,429.12	1,963,347.84	7,081.28
5	H317	234-243 Elizabeth St Building Renovation	3,754,000.00	3,751,588.50	2,411.50
6	H328	Tax Collection & Billing System	139,000.00	101,500.00	37,500.00
7	H337	County Wide Security System	100,000.00	100,000.00	0.00
8	H358	MVCC - Airframe & Powerplant Equipment	499,905.73	499,811.46	94.27
9	H362	MVCC - Technology Infrastructure Upgrade - Ph 2	158,223.13	158,104.26	118.87
10	H369	Giffiss Airfield - Corporate Hangers	8,230,000.00	8,203,360.81	26,639.19
11	H375	Judd Road Reconstruction - Phase 1	0.00	0.00	0.00
12	H396	Griffiss Airport Equipment	0.00	0.00	0.00
13	H398	Griffiss Replacement Fence & Gate Removal	685,000.00	682,157.81	2,842.19
14	H404	MVCC Technology Upgrade	0.00	0.00	0.00
15	H405	Union Station Phase V	729,664.00	729,664.00	0.00
16	H409	Griffiss Airfield Security Grants	718,602.70	718,602.70	0.00
17	H419	Sherif-Law Enforcement & Terrorism Prev (08)	284,749.28	284,750.00	-0.72
18	H431	MVCC Master Plan	242,154.90	242,154.90	0.00
19	H432	Griffiss Airfield Bulk Fuel Farm	900,000.00	893,186.01	6,813.99
20	H438	Planning - Transit Modernization Phase V	662,849.00	662,849.00	0.00
21	H441	300 West Dominick Street	3,600,000.00	3,598,779.28	1,220.72
22	H453	Sherif-Law Enforcement & Terrorism Prev (2009)	145,750.00	145,667.47	82.53
23	H456	Griffiss Airfield Building 45 Renovations	470,000.00	462,281.24	7,718.76
24	H468	Union Station Electronic Surveillance	72,000.00	72,000.00	0.00
25	HG235	Sludge Incinerator #2 Modifications	5,004,055.43	4,869,244.66	134,810.77
26	HG326	Emergency Power Generation	1,059,068.00	1,043,133.14	15,934.86
27	HG341	Incinerator #1 Modifications	7,500,000.00	7,464,390.45	35,609.55
28	HG359	Sauquoit Creek Stabilization Pietryka Park	131,736.10	131,736.10	0.00
		Total of closed projects to be transferred to Debt Service Fund	52,314,206.62	52,035,308.50	278,898.12

JOSEPH J. TIMPANO
Comptroller



SHERYL A. BROWN
Deputy Comptroller

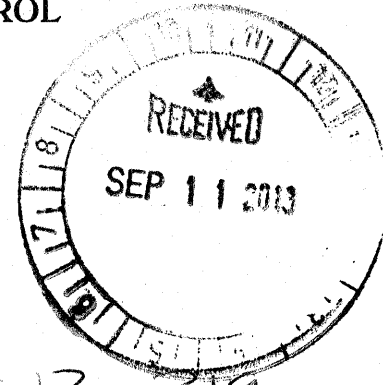
DEBORAH S. JOANIS
Deputy Comptroller - Administration

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

Tony
TO: ANTHONY J. PICENTE, JR., COUNTY EXECUTIVE
FROM: JOSEPH J. TIMPANO, COUNTY COMPTROLLER
RE: AMENDING RESOLUTION NO. 10 OF 1925
DATE: AUGUST 26, 2013



Joe
FN 20 13 - 319
WAYS & MEANS

In the wake of former Coroner Kevin Barry's untimely submission of bills and subsequent board action to pay them, discussion emerged on the practicality of the referenced resolution.

The 1925 resolution states that all claims for bills against the County must be submitted by the 15th day of the subsequent month after said claims are accrued. This 1925 time line does not accurately reflect the accounts payable distribution process occurring in today's Comptroller's office.

The enclosed amended resolution, drafted by County Attorney Gregory Amoroso, more accurately portrays the payment activity in my office.

If you agree with my recommended change, kindly submit this to the appropriate committees and the board of legislators for their review and adoption.

As always, thank you for your help in this matter.

Cc: Gregory Amoroso, County Attorney
Debbie Joanis, Deputy Comptroller Admin.
Sheryl Brown, Deputy Comptroller
Gerald J. Fiorini, Chairman of the Board

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

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

Date 9/11/13

INTRODUCTORY
NO.

F.N. 2013-

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO.

INTRODUCED BY:
2ND BY:

RE: AMENDING RESOLUTION NO. 10 OF 1925 AS TO PRESENTATION OF
CLAIMS FOR BILLS AGAINST THE COUNTY OF ONEIDA

WHEREAS, The Oneida County Board of Legislators adopted Resolution No. 10 of 1925 to require prompt presentation of claims for bills to the Oneida County Comptroller, and

WHEREAS, Oneida County Comptroller Joseph J. Timpano has recommended amending Resolution No. 10 of 1925, and said amendment would result in a more efficient and economical administration of the affairs of the County, now therefore, be it

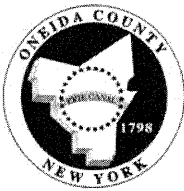
RESOLVED, That Resolution No. 10 of 1925 shall be amended as follows:

All persons or corporations with claims for bills against the County of Oneida shall present the same to the Oneida County Comptroller for audit not later ninety (90) days after said claims accrued. The Oneida County Comptroller, in his or her sole discretion, can waive this requirement and accept claims for bills submitted later than ninety (90) days after said claims accrued, upon a written showing of good cause for the delay from the claimant.

APPROVED: Government Operations ()
Ways & Means Committee ()

DATED:

Adopted by the following vote:
AYES NAYS ABSENT



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

September 12, 2013

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

FN 20 13 - 320

WAYS & MEANS



Re: Poncell Construction Co. Inc. vs. County of Oneida, et al

Dear Mr. Picente:

The above action was commenced by Summons and Compliant dated December 13, 2012. Poncell Construction was the main contractor on the Mohawk Valley Community College Gymnasium Building Renovation, Phase II, a \$1,861,725.00 contract.

On the advice of the County's Construction Manager, HR Beebe, Inc., the County of Oneida held back \$94,534.00 from the final payment to Poncell. These monies were to compensate the County for Poncell's alleged tardiness, defective workmanship and unfinished items on the project. Poncell disputed that their performance was the cause of any of all of the costs and inconvenience to the County.

In representing the County, this office through Assistant County Attorney Lawrence A. Sardelli, engaged in extensive research, investigation and negotiations with all parties to this action, including engineers, architects, subcontractors and the like. However, to date, this department has incurred little to no additional cost to the County. If this action were to continue, the County would be forced to pay for stenographic depositions, consultant fees and written professional memoranda, a substantial expense.

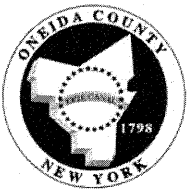
In light of the above, the Law Department has negotiated a tentative settlement with Poncell Construction in the amount of \$47,500.00. This payment represents a reasonable final payment to conclude this action and finalize the contract.

I ask that this matter be referred to the Board of Legislators for their approval at their October 9, 2013 regular session.

Very truly yours,

Gregory J. Amoroso
Gregory J. Amoroso, Esq.
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 9/13/13



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

FN 20 13 - 321

September 12, 2013



WAYS & MEANS

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

Re: Tentative Agreement between Oneida County, the Oneida County Sheriff and the Oneida County Police Benevolent Association, Inc.

Dear Mr. Picente:

After three mediation sessions with Mediator Murray F. Solomon, the County/Sheriff's Office negotiating team has entered into a Tentative Agreement with the Oneida County Police Benevolent Association, Inc. The union membership ratified the agreement on September 10, 2013.

I am attaching a copy of the Tentative Agreement to this letter for your reference. In summary, the economic portions of the Tentative Agreement are as follows:

Length of Award

Five years (January 1, 2011– December 31, 2015)

Wages

2011
2.4% increase for employees both on schedule and off schedule, retroactive to January 1, 2011

2012
2.4% increase for employees both on schedule and off schedule, retroactive to January 1, 2012

2013
2.4% increase for employees both on schedule and off schedule, retroactive to January 1, 2013

2014

0% increase for employees both on and off schedule, plus no employees will be eligible for annual step movement in 2014

2015


2.4% increase for employees both on schedule and off schedule. Employees eligible for step movement shall be advanced on January 1, 2015, rather than July 1, 2015. Thereafter, step movement in future years will occur on January 1st and not on July 1st.

Health Insurance

The \$10.00 co-payment plan offered by the County shall be changed to a \$20.00 co-payment plan, as soon as practicable.

I would ask that your office forward the matter to the Oneida County Board of Legislators with your recommendation for legislative 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. Pisante, Jr.
County Executive

Date 9/13/13



Oneida County Police Benevolent Association, Inc.

P.O. Box 376, Westmoreland, NY 13490
Voice Mail Number: 315-765-2372

Memorandum of Agreement

Wage increase effective:

Jan 1, 2011 2.4 % across the board
Jan 1, 2012 2.4% across the board
Jan 1, 2013 2.4 % across the board
Jan 1, 2014 0% across the board and no step increase
Jan 1, 2015 2.4% across the board

These percentages will be applied to the salary schedule for those who reach top step and are no longer entitled to step movement, they will receive an increase effective on the dated listed of the percentage for that year.

Effective Jan 1, 2015 employees eligible for step movement on the "S" and "D" schedule shall be advanced one step on the applicable 2015 salary schedule and on each January 1st thereafter until a successor agreement is in place. There will no longer be movement on July 1st.

Effective December 31, 2013 unused personal leave shall accumulate as comp time not sick leave.

The \$10.00 co-payment plan offered by the County shall be changed to a \$20.00 co-payment effective as soon as possible.

Employees on the "D" salary schedule will receive a floating holiday added to their paid holidays effective Jan 1, 2014.

All items on the attached sheet are included within the Memorandum of Agreement.

Effective Jan 1, 2014 step 2 will be dropped form the "D" salary schedule.

County of Oneida/Oneida County Sheriff's Office
and
Oneida County PBA
Negotiations

Items agreed upon between the parties:

Under 7.10 - "pager" will be replaced with "cell phone"

The disciplinary grievance procedure will be separated from the contract grievance procedure

- The First Stage of the grievance procedure as it applies to disciplinary grievances will be removed (Article 20.5.a, b, c)

- Replace 10 working days with 30 calendar days in which to file the original disciplinary grievance

- Demand for Arbitration - replace 10 working days with 30 calendar days to file demand

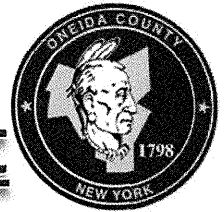
- Eliminate notice to Sheriff or Department Head for arbitration under Appellate Stage. Demand for arbitration will be copied to the County Attorney

Members will be supplied five complete Class A regular uniforms and one dress uniform blouse or utility uniform annually. Replacements will be provided upon turning in uniform item to be replaced

Time off will be approved/disapproved within 5 days of its submission or if the request is made within five days of the time off requested then it will be approved or disapproved within a reasonable time

13.1.2 will apply to 911 Communications and will also include changes to policies and procedures

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

F. RICHARD GIFFORD, II
Commissioner of Aviation

FN 20 13 - 322

September 23, 2013

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

AIRPORT

WAYS & MEANS

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

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

Date 9/23/13

Dear County Executive Picente,

The Federal Aviation Administration (FAA) has announced the winners of this round of funding for capital projects. Griffiss International Airport was able to secure funding for three critical projects to ensure its future.

This third of three grants will be used to complete the design and construction of Edge Lighting on Taxiway Kilo ("K").

This grant will provide funding for 90% of the project, along with 5% from New York State and a 5% Oneida County match.

I am requesting your consideration and approval for the following:

a.) Establishment of **Capital Project H-490 – Griffiss Intl. – Design & Construction of Taxiway "K" Edge Lighting** and,

b.) Funding for Capital Project H – 490 as follows:

H – 490 - Federal Aid – FAA.....	\$ 516,465.00
H – 490 - State Aid.....	\$ 28,693.00
H – 490 - Bonds.....	\$ 28,693.00
Total.....	\$ 573,851.00

If you concur, I respectfully request you also forward this action to the Board of Legislators for action during the **October 9, 2013** meeting as we are under the time constraints of the remaining construction season.

Thank you for your consideration of this request.

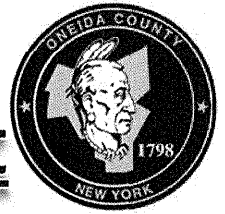
Sincerely,



F. Richard Gifford II
Commissioner of Aviation

CC: Comptroller
County Attorney
Budget

Griffiss International Airport



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

FN 20 13-323

ANTHONY J. PICENTE, JR.
County Executive

F. RICHARD GIFFORD, II
Commissioner of Aviation

AIRPORT

September 23, 2013

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

WAYS & MEANS

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

Anthony J. Picente, Jr.
County Executive
Date 9/27/13

Dear County Executive Picente,

The Federal Aviation Administration (FAA) has announced the winners of this round of funding for airport capital projects. Griffiss International Airport was able to secure funding for three critical projects to enhance its future.

This first of three grants will be used to complete the rehab of Nose Docks 785 and 786.

This grant will provide funding for 90% of the project, along with 5% from New York State and a 5% Oneida County match.

I therefore request your consideration and approval for the following:

- a.) Establishment of **Capital Project H-488 – Griffiss Intl. – Nose Dock 785 & 786 Rehab**, and
- b.) Funding for Capital Project H – 488 as follows:

H – 488 - Federal Aid – FAA.....	\$ 2,472,432.00
H – 488 - State Aid.....	\$ 137,358.00
H – 488 - Bonds.....	<u>\$ 137,358.00</u>
Total...	\$ 2,747,148.00

If you concur, I respectfully request you also forward this request to the Board of Legislators for action during the **October 9, 2013** meeting as we are under the time constraints of the remaining construction season.

Thank you for your consideration of this request.

Sincerely,

A handwritten signature in black ink, appearing to read "F. Richard Gifford II". The signature is written in a cursive style with a large, prominent "F" and "G".

F. Richard Gifford II
Commissioner of Aviation

CC: Comptroller
County Attorney
Budget

Griffiss International Airport



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

FN 20 13-324

ANTHONY J. PICENTE, JR.
County Executive

F. RICHARD GIFFORD, II
Commissioner of Aviation

AIRPORT

September 23, 2013

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

WAYS & MEANS

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

Anthony J. Picente, Jr.
County Executive
Date 9/17/13

Dear County Executive Picente,

The Federal Aviation Administration (FAA) has announced the winners of this round of funding for capital airport projects. Griffiss International Airport was able to secure funding for three critical projects to ensure its future.

This second of three grants will be used to complete the construction of Taxiway Phase II and fund the design work for Phase III.

This grant will provide funding for 90% of the project, along with 5% from New York State and a 5% Oneida County match.

I therefore request your consideration and approval for the following:

a.) Establishment of **Capital Project H-489 – Griffiss Intl. – Construction of Taxiway Phase II and Design Work Phase III** and,

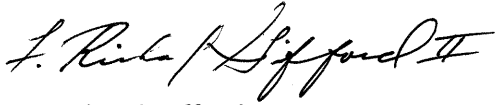
b.) Funding for Capital Project H – 489 as follows:

H – 489 - Federal Aid – FAA.....	\$ 4,468,095.00
H – 489 - State Aid	\$ 248,228.00
H – 489 - Bonds.....	\$ <u>248,228.00</u>
Total.....	\$ 4,964,551.00

If you concur, I respectfully request you also forward this request to the Board of Legislators for action during the **October 9, 2013** meeting as we are under the time constraints of the remaining construction season.

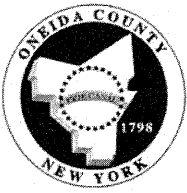
Thank you for your consideration of this request.

Sincerely,

A handwritten signature in black ink, appearing to read "F. Richard Gifford II". The signature is fluid and cursive, with the first name "F. Richard" and the last name "Gifford" being more prominent.

F. Richard Gifford II
Commissioner of Aviation

CC: Comptroller
County Attorney
Budget



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

September 24, 2013

FN 20 13-325

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

PUBLIC SAFETY

RE: Martin v. County of Oneida

WAYS & MEANS

Dear Mr. Picente:

Plaintiff Fred E. Martin commenced an action in New York State Supreme Court against the County of Oneida for negligence in a slip and fall at Griffiss International Airport. Mr. Martin suffered a rotator cuff injury which required surgery.

I am in receipt of letters from attorney Mark Halpin, Esq. counsel for Oneida County and Gus Boucher, Claims Administrator for Oneida County, recommending that the above referenced claim against the County be settled in the amount of \$25,000. I agree with the recommendation of settlement and I ask that this matter be referred to the Board of Legislators for their approval at their October 9, 2013 regular session.

Thank you.

Very truly yours,

Gregory J. Amoroso
Gregory J. Amoroso
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 9/24/13

Cc: Mark Halpin, Esq.
Gus Boucher, Claims Administrator





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

September 20, 2013

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

FN 20 13-326

PUBLIC SAFETY

WAYS & MEANS

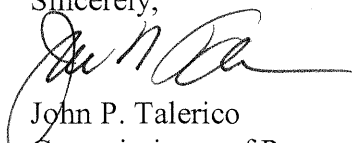
Dear County Executive Picente:

Attached please find correspondence from Oneida County Sheriff, Robert M. Maciol requesting extended sick leave with pay for Barry Bray, Correction Officer.

Mr. Bray began his employment with Oneida County on July 4, 1996 and has 17 years of service with Oneida County. According to Oneida County Personnel Rules, he may be granted up to sixty (60) working days of extended sick leave with pay with the understanding that he is obligated to pay back the sick days used upon his return to work. He has also applied for the Leave Donation Program as required by the Oneida County Personnel Rules.

I recommend that this request be forward to the Board of Legislators for their consideration at their next meeting.

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 9/23/13

Attachment

Cc: Sheriff Maciol
Barry Bray





Undersheriff Robert Swenszkowski
Chief Deputy Jonathan G. Owens

Chief Deputy Gabrielle O. Liddy
Chief Deputy Dean Obernesser

Sheriff Robert M. Maciol

September 11, 2013

John P. Talerico
Commissioner of Personnel
800 Park Ave
Utica, NY 13502

PUBLIC SAFETY

Re: Officer Barry Bray

Dear Commissioner Talerico:

Enclosed please find Request for Leave Donation for Officer Barry Bray with supporting documentation.

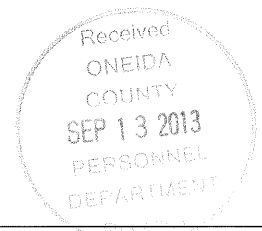
Officer Bray was recently injured outside of work. At his request, I am asking for Extended Board Leave. He is a 17 year veteran of the Sheriff's Office.

If you require further information with regard to this matter, please do not hesitate to contact Renee at 765-2312.

Thank you for your consideration in this matter.

Sincerely,

Robert M. Maciol
Sheriff



Oneida County Office of Traffic Safety / STOP-DWI Program

Anthony J. Picente Jr.
Oneida County Executive



Thomas A. Giruzzi
STOP-DWI Coordinator

September 10, 2013

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

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

Anthony J. Picente, Jr.
County Executive

Date 9/27/13

FN 20 13 327
PUBLIC SAFETY

WAYS & MEANS

Dear County Executive Picente:

Please find the attached five (5) copies of a funding agreement between STOP-DWI and the Village of Clayville Volunteer Fire Department, for both Legislators action and your review and signature. The contract is for funding in October of 2013 to promote the STOP DWI mission throughout its Fire Prevention awareness month.

I am respectfully requesting that this Contract for the Village of Clayville Volunteer Fire Department be approved for the North Brookfield, Verona, and Waterville Volunteer Fire Department, as well. All are of the same content, with the exception of Fire Department name and location.

The total amounts to \$1200.00

The Volunteer Fire Departments:

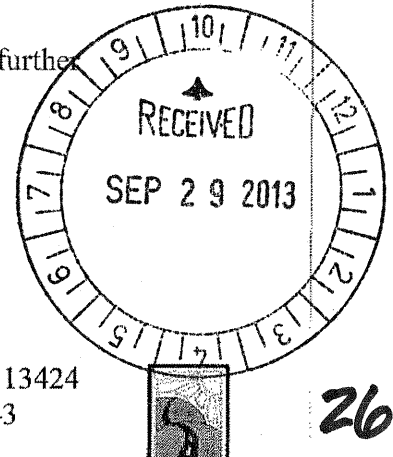
Village of Clayville, 2371 Main Street Clayville NY 13322	\$300.00
Village of Waterville, Main Street, Waterville NY 13480	\$300.00
North Brookfield, Main Street, North Brookfield NY 13418	\$300.00
Town of Verona, 5555 Volunteer Road, Verona NY 13478	\$300.00

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

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

Sincerely,

Kevin W. Revere, Director
Emergency Services



Oneida County Department: STOP-DWI Program

Competing Proposal _____
Only Respondent _____
Sole Source X

CONTRACT SUMMARY

Name of Proposing Organization: Village of Clayville Volunteer Fire Department

Title of Activity or Service: Community Awareness & Educational literature associated with the Village of Clayville.

Proposed Dates of Operation: October 1, 2013 through October 31, 2013

Client Population/Number to be served: Clayville Community, young and old. Approximately 500-700

SUMMARY STATEMENTS

- 1.) Narrative description of Proposed Services – *Agency will distribute throughout the Clayville Community the Stop-DWI and anti-texting and driving educational literature, coinciding with their fire prevention message.*
- 2.) Program/Service Objectives and Outcomes – *To increase community awareness on the dangers of drinking and texting while driving.*
- 3.) Program Design and Staffing Levels – *Staff is drawn from the Volunteer's of the Clayville Fire Department.*

Total Funding Requested: \$300.00

Oneida County Dept. Funding Recommendation: \$300.00 (A3313.495)

Proposed Funding Source (Federal\$/State\$/County\$): County Dollars, 100% reimbursed from DWI fine monies generated in Oneida County.

Cost per client served: N/A

Past Performance Data: *Agency is new to the program however wishes to continue their efforts in bringing the education of the dangers of distracted driving.*

Oneida County Department Staff Comments: *Clayville volunteer fire department put together and implemented a mock crash for area schools during the Stop-DWI Traffic Safety Program and did an outstanding job. There is no doubt they will do as good of a job distributing our literature.*

Oneida County STOP-DWI Program Agreement

THIS AGREEMENT, made this 1st day of October 2013 by and between The Village of Clayville through its Volunteer Fire Department, located at 2371 Main Street, Clayville NY 13322 and the **COUNTY OF ONEIDA**, by and through its **STOP-DWI PROGRAM**, having offices at 200 Base Road, P.O. Box 908, Oriskany, New York 13424, hereinafter referred to as the **"COUNTY."**

WHEREAS, the Oneida County STOP-DWI Program is committed to the countywide reduction of alcohol related traffic injuries and fatalities, and

WHEREAS, a key component to the program is the comprehensive community awareness and education program conducted throughout Oneida County schools, civic and community organizations, and

WHEREAS, The Clayville Volunteer Fire Department desires to participate in and promote the STOP-DWI Program message throughout its organization, during its Fire Prevention month.

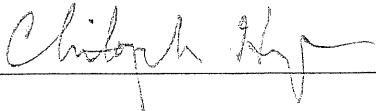
NOW, THEREFORE, the parties agree as follows:

1. The Oneida County STOP-DWI Program agrees to provide Clayville Volunteer Fire Department with \$300.00, three hundred dollars and no/cents, for its promotion of the Oneida County STOP-DWI Program message.
2. Clayville Volunteer Fire Department agrees to conduct activities consistent with the mission of the STOP-DWI Program and consistent with the directives and standard operating procedures attached hereto as promulgated by the STOP-DWI Program, as same may be amended.
3. Clayville Volunteer Fire Department shall submit a final report of program activities to the STOP-DWI Program, no later than 15 days after the conclusion of the proposed event(s).
4. All expenditures must be pre-approved by the STOP-DWI Program.
5. This agreement shall be in effect from October 1 2013 to October, 31 2013. The **COUNTY** reserves the right to cancel this **AGREEMENT**, upon 30 days written notice to the Village of Clayville.

6. This **AGREEMENT** cannot be assigned by Clayville Volunteer Fire department except as stated above, without obtaining written approval from the **COUNTY**.

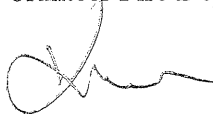
IN WITNESS WHEREOF, the parties hereto have signed this document on the day and year first above written.

CONTRACTOR:



Representative, Village of Clayville
Volunteer Fire Department

9/5/13
Date



Kevin W. Revere
Emergency Services Director

9/5/13
Date

Anthony J. Picente, Jr., County Executive

Date

Approved as to form
Oneida County Department of Law

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO.

INTRODUCED BY: Mr. Porter

2ND BY:

RE: RESOLUTION SCHEDULING PUBLIC HEARINGS ON PROPOSED 2014 ONEIDA COUNTY BUDGET AND CAPITAL PROGRAM

WHEREAS, Pursuant to Section 359 of the County Law and Section 606 of the Oneida County Administrative Code, it is necessary to have a public hearing with regard to the proposed County Budget for the year 2014, and

WHEREAS, It is the desire of this Board to hold two public hearings with regard to said budget; one in the City of Rome and the other in the City of Utica, now, therefore, be it hereby

RESOLVED, That the Clerk of this Board be, and hereby is, authorized and directed to cause notices to be published in the Utica Observer Dispatch and the Rome Sentinel in which will be stated the time, place, and purpose of such hearings, and be it further

RESOLVED, That the time and place of the first public hearing shall be Monday, November 11, 2013 at 7:00 P.M. in the Rome Court House, Rome, New York, and be it further

RESOLVED, That the time and place of the second public hearing shall be Tuesday, November 12, 2013 at 7:00 P.M. in the Legislative Chamber, Oneida County Office Building, Utica, New York.

APPROVED: Ways & Means Committee ()

DATED: October 9, 2013

Adopted by the following vote:

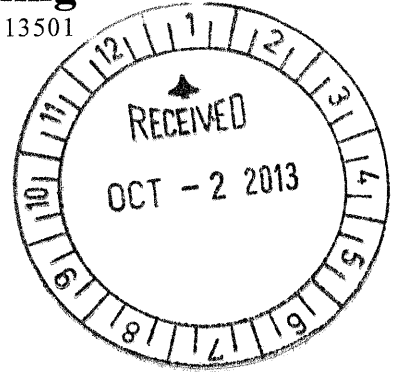
AYES: NAYS: ABSENT:



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

September 30, 2013

FN 20 13-329



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

PUBLIC WORKS

WAYS & MEANS

Re: Agreement with Oneida County Soil & Water Conservation District – Flood Prevention Matching Funds Program

Dear County Executive Picente:

At their regular meeting held on September 11, 2013, the Oneida County Board of Legislators adopted Resolution No. 284, which authorized a supplemental appropriation of \$500,000 to the Oneida County Soil & Water Conservation District for the purpose of creating a flood mitigation and matching funds assistance program.

Attached is a proposed Agreement between Oneida County and the Oneida County Soil & Water Conservation District which establishes the terms and conditions for the administration of the Oneida County Flood Prevention Matching Funds Program.

If the proposed Agreement is acceptable to you, please transmit it to the Board of Legislators for consideration and authorization at their **October 9th, 2013** meeting.

Sincerely,

John R. Kent, Jr.

John R. Kent, Jr.
Commissioner of Planning

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

Anthony J. Picente, Jr.
County Executive

Date 10-2-13

Oneida County Board of Legislators Contract Summary

Name of Proposing Organization: Oneida County

Title of Activity or Service: This agreement is between Oneida County and the Oneida County Soil & Water Conservation District for the purpose of establishing the terms and conditions for the administration of the Oneida County Flood Prevention Matching Funds Program.

Proposed Dates of Operations: January 1, 2013 – December 31, 2014

Client Population/Number to be Served: Municipal corporations that experienced flooding from multiple storm events in 2013.

SUMMARY STATEMENTS

Narrative Description of Proposed Services The funding provided by the County will be administered by the Oneida County Soil & Water Conservation District as a 50% matching reimbursement grant for public works projects that will correct or improve waterways or bodies of water to prevent or mitigate future flood damage within municipal corporations which were impacted by storm water runoff or flooding during 2013.

- 1) **Program/Service Objectives and Outcomes** N/A
- 2) **Program Design and Staffing Level** N/A

Total Funding Requested: \$500,000.00

Oneida County Funding Recommendation: \$500,000.00

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

\$500,000.00 in County dollars to be distributed on a 50% matching basis.

Cost Per Client Served: N/A

Past Performance Served: N/A

O.C. Department Staff Comments: None

AGREEMENT

THIS AGREEMENT, made this 1ST day of JANUARY, 2013 by and between

THE COUNTY OF ONEIDA, a municipal corporation organized and existing under the laws of the State of New York, with its principal office located at 800 Park Avenue, Utica, New York, hereinafter called "**COUNTY**" and

THE ONEIDA COUNTY SOIL AND WATER CONSERVATION DISTRICT, an organization organized and existing under and by virtue of the State of New York, with its principal office located at 121 Second Street, Oriskany, NY 13424, hereinafter called "**CONSERVATION DISTRICT**" and

WHEREAS, pursuant to New York Soil and Conservation District Law, the Oneida County Board of Legislators has created the Oneida County Soil and Water Conservation District to, among other purposes, prevent and control soil erosion, prevent floodwater and sediment damages, assist in the control of floods and protect and promote the health, safety and general welfare of the people of Oneida County, and

WHEREAS, pursuant to New York County Law Section 222, the Oneida County Board of Legislators can appropriate funds to the Conservation District for assisting the Conservation District to carry on its corporate purposes, and

WHEREAS, the Conservation District is authorized to enter into agreements with other governmental agencies to carry on erosion control, flood prevention and sediment damage prevention operations,

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants herein contained and in accordance with Section 224 of the County Law, do hereby agree as follows:

1. The Conservation District agrees to administer the Oneida County Flood Prevention Matching Funds Program within Oneida County, in accordance with the specifications attached hereto and made a part hereof as **Exhibit A**.
2. Oneida County will provide funds to the Conservation District for use solely for the Oneida County Flood Prevention Matching Funds Program in the sum of five hundred thousand dollars (\$500,000.00) in one lump sum payment, upon the

Conservation District giving a proper receipt thereof.

3. The provision of funds by the County for the Oneida County Flood Prevention Matching Fund Program in no way obligates the County to obtain or maintain property rights or rights-of-way for the completion of any projects funded by the program and the County has no responsibility for the maintenance of such projects.
4. Officers, agents, directors and employees of the Conservation District in accordance with the status of the Conservation District as an independent contractor, covenant and agree that they will conduct themselves consistent with such status; that they will neither hold themselves out as, nor claim to be, officers or employees of the County by reason thereof, and they will not by reason thereof, make any claim, demand or application to, or for, any right or privilege applicable to an officer or employee of the County, including, but not limited to, Worker's Compensation coverage, unemployment insurance benefits, Social Security coverage or retirement membership or credit.
5. This agreement shall not be assigned or sublet by the Conservation District without the consent in writing of the County.
6. The Conservation District shall defend, indemnify and hold harmless the County and its officers, agents and employees from any claims, demands, causes of action and judgments arising out of injuries to person or property of whatever kind or nature as a result of furnishing the services provided for in this agreement.
7. The Conservation District shall, upon receipt of all payments from the County pursuant to this agreement, deposit said payments in a separate account so that use of the funds may be identified and evaluated. The Conservation District shall render to the Oneida County Comptroller a verified account of any and all disbursements made from the funds, with attached verified or certified vouchers at the time the funds are disbursed to the award recipient. A second report shall be submitted at the time all work by the award recipient has been completed. Any funds not awarded to an applicant by the Conservation District as of December 31, 2014 shall be refunded to the County.

8. The Conservation District shall prepare a quarterly update report which shall include, at a minimum, a listing of all applications received, awards given, staff hours and project expenditures during the period. The District shall also provide a final report at the conclusion of this Agreement. (Exhibit B – Progress Report and Financial Statement)
9. The Conservation District agrees to submit a financial report covering its administration of the Oneida County Flood Prevention Matching Funds Program prepared in accordance with the generally accepted accounting procedure for non-profit organizations and in full compliance with State and Federal regulations. Such report shall be submitted to the County Comptroller.
10. Representatives of the County shall have the right to examine the books and records of the Conservation District at any reasonable time during any business day on reasonable notice given to the President or the Treasurer of the Conservation District.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals the day and year first above written.

COUNTY OF ONEIDA

**ONEIDA COUNTY SOIL AND
WATER CONSERVATION DISTRICT**

By: _____
 ANTHONY J. PICENTE, JR.
 Oneida County Executive

By: _____
 Name:
 Title:

Approved as to Form

 Oneida County Attorney

EXHIBIT A-SPECIFICATION

The Oneida County Flood Prevention Matching Funds Program is a matching grants program funded by Oneida County and administered by the Oneida County Soil and Water Conservation District.

WHO MAY APPLY

The Program is targeted for municipal corporations, including cities, towns, villages, and combinations thereof (hereinafter referred to as “municipal corporations”) which were impacted by storm water runoff or flooding from their waterways or bodies of waters during 2013. Collaboration or multi-municipal corporation projects are encouraged and may qualify for larger grants.

WHAT PROJECTS MAY QUALIFY

The Program is designed solely for public works projects that will correct or improve waterways or bodies of water to prevent or mitigate future flood damage within municipal corporations which were impacted by storm water runoff or flooding from their waterways or bodies of waters during 2013.

WHAT FUNDING

The funding provided by the County will be administered by the Conservation District as a 50% matching reimbursement grant to help the qualifying project of a municipal corporations, or combination of corporations. The grant and matching fund may be combined with other grants, if permitted under the terms of the other grants. The municipal corporations may provide up to half of its 50% match through in-kind services performed on the project by municipal staff, at current salaried rates (including fringe benefits). Calculations for in-kind services for the use of municipal equipment shall be based on FEMA’s Schedule of Equipment Rates (September 15, 2010 and beyond).

APPLICATION PROCESS

Interested municipal corporations must apply in writing by submitting their details of their project to the Conservation District on a form designed by the Conservation District. The application will include a Narrative/Proposal, Description of the Project Team, Work Plan, and Project Budget, Project Schedule and List of Necessary Permits and Approvals.

AWARD PROCESS

The Conservation District will develop a written scoring rubric for each application based on these specifications and will evaluate all applications in writing based on the scoring rubric. The scoring rubric shall include, but not be limited to, the following: Confirmation of Matching Funding; Cost Effectiveness, Projected Benefits and Regional Impacts. The Conservation District will award funds to the partner municipal corporations based on these written scores. The Conservation District may award less than the amount applied for, based on availability of funds. In the event of partial funding, the applicant will be asked to submit a modified Work Plan and Project Budget.

FUNDING AGREEMENTS

The Conservation District shall insure that it enters into written funding agreements with the partner municipal corporations, or combinations of municipal corporations, prior to the distribution of any funds. The funding agreement shall require documentation of the progress of the project at regular intervals, and shall set forth details of the timing of payments. The funding agreement shall set forth the timeline for completion of the Project. The funding agreement shall require compliance with the State Environmental Quality Review Act by the partner municipal corporations. The funding agreement must include documentation that the proposed project has received approval from NYS DEC and that any and all State and/or Federal permits/approvals have been or shall be obtained prior to the award of funding. The funding agreement shall include an appropriate insurance coverage clause protecting the County and shall also include an appropriate indemnification clause protecting the County, both clauses subject to the prior approval of the County.

PROJECT COMPLETION

Projects that cannot be completed within the timeline for completion set forth in the Funding Agreement are closed out. In that situation, the Conservation District will only cover eligible work completed and documented costs to date.

EXHIBIT B

ONEIDA COUNTY
FLOOD PREVENTION MATCHING FUNDS PROGRAM

ADMINISTRATIVE PROGRESS REPORT AND FINANCIAL STATEMENT

QUARTERLY REPORTING DATES: _____

AGENCY NAME: _____

ADDRESS: _____

PHONE: _____

REPORT PREPARER NAME: _____

TITLE: _____

PHONE: _____ EMAIL: _____

PROGRESS OF ACTIVITIES:

1) SUMMARY OF ADMINISTRATIVE TASKS ACCOMPLISHED DURING REPORTING PERIOD:

2) PROJECT DETAILS:

- A) List projects submitted and reviewed during reporting period
- B) List projects **Awarded** funding and specify: Project Name, OC funding share, municipal funding share, and total project cost.

3) FINANCIAL STATUS OF PROGRAM FUNDS:

A) Administrative Personnel Expenditures (Conservation District Staff):

Employee	Total Hours	Hourly Rate	Total Expenditure
TOTAL			

B) Project Expenditures:

Project	Contract/Municipality	Total Project Cost	Expenditures to Date	Reimbursements to Date	Remaining OC Funds

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

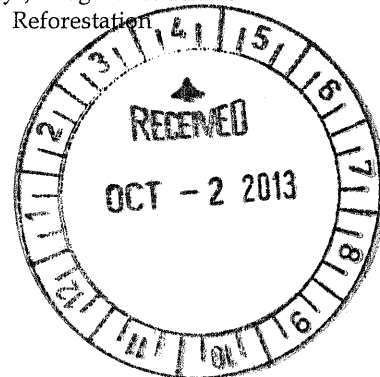
DIVISIONS:
Buildings & Grounds
Engineering
Highways, Bridges & Structures
Reforestation

October 1, 2013

FN 20 13 - 330

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

PUBLIC WORKS WAYS & MEANS



Dear County Executive Picente,

Oneida County has developed a plan to provide additional and much needed parking adjacent to the Oneida County Office Building. This plan includes acquisition and redevelopment of property located at 232 Elizabeth St., 250 Elizabeth St., and 602 John St. The 2013 Oneida County Capital Budget includes \$820,000.00 in Capital Project H-402 for the acquisition of the above mentioned real estate.

On September 4, 2013, David Flemma signed a contract for purchase and sale property located at 232 Elizabeth St., Utica, NY (Tax Map # 318.51-1-55). The agreed upon purchase price of \$220,000.00 was determined via a real estate appraisal commissioned by Oneida County, executive summary enclosed.

If acceptable, please forward the enclosed contract for purchase and sale of real estate to the Oneida County Board of Legislators for consideration.

Thank you for your support.

Sincerely,

A handwritten signature in black ink, appearing to be "Dennis S. Davis".

Dennis S. Davis
Commissioner

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

A handwritten signature in black ink, appearing to be "Anthony J. Picente, Jr.". Below the signature is a horizontal line.

Anthony J. Picente, Jr.
County Executive

Date 10/2/13

cc: Mark E. Laramie, PE, Deputy Commissioner

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name of Proposing Organization: David Flemma
232 Elizabeth Street
Utica, NY 13501

Title of Activity or Service: Real Estate Acquisition

Proposed Dates of Operation: N/A

Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services:

Oneida County has developed a plan to provide additional and much needed parking adjacent to the Oneida County Office Building. This plan includes acquisition and redevelopment of property located at 232 Elizabeth St., 250 Elizabeth St., and 602 John St. The 2013 Oneida County Capital Budget includes \$820,000.00 in Capital Project H-402 for the acquisition of the above mentioned real estate.

On September 4, 2013, David Flemma signed a contract for purchase and sale property located at 232 Elizabeth St., Utica, NY (Tax Map # 318.51-1-55). The agreed upon purchase price of \$220,000.00 was determined via a real estate appraisal commissioned by Oneida County.

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

3) Program Design and Staffing: N/A

Total Funding Requested: \$220,000.00 **Account #:** H-402

Oneida County Dept. Funding Recommendation: \$220,000.00

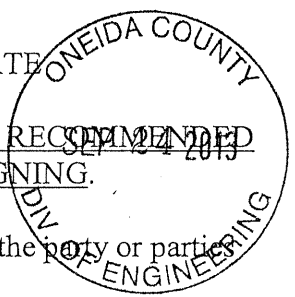
Proposed Funding Sources (Federal \$/ State \$/County \$): \$220,000.00 County

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: None

CONTRACT FOR PURCHASE AND SALE OF REAL ESTATE



THIS IS A LEGALLY BINDING CONTRACT UPON ACCEPTANCE. IT IS RECOMMENDED THAT ALL PARTIES CONSULT AN ATTORNEY BEFORE SIGNING.

This agreement, between the party or parties herein designated as "SELLER" and the party or parties herein designated as "PURCHASER"

David Flemma
Seller's Name
230
232 Elizabeth Street
Address
Utica, NY 13501

County of Oneida, New York
Purchaser's Name
800 Park Avenue
Address
Utica, NY 13501

Jason D. Flemma, Esq. (315) 724-5545
Attorney (phone)

Department of Law (315) 798-5910
Attorney (phone)

- AGREEMENT:** The SELLER hereby agrees to sell and the PURCHASER hereby agrees to purchase the real property hereinafter mentioned upon the following terms and conditions stated herein.
- GENERAL DESCRIPTION:** The real property situated in the City of Utica, County of Oneida, State of New York, locally known as: 230 Elizabeth Street (tax map no. 318.51-1-55) (for a more particular description, reference is hereby made to the deed of conveyance), being a .57± acre lot, together with the improvements thereon erected.
- ITEMS INCLUDED:** a. All permanent fixtures and improvements are represented to be owned by the SELLER, free from all liens and encumbrances, and are included in the sale "as is", on the date of this offer.
- ITEMS EXCLUDED FROM SALE:** The following items are excluded from the sale: The Seller SHALL remove all personal property and equipment from the building, including but not limited to all loose or attached equipment not part of the structure(s).

5. **CONSIDERATION:**

The purchase price is: Two Hundred Twenty Thousand and No/100 Dollars \$220,000.00

Payable as follows:

- \$220,000.00 Balance due at closing.
- \$220,000.00 TOTAL PURCHASE PRICE

6. **MORTGAGE CONTINGENCIES:** NOT APPLICABLE

7. **SURVEY:** The Seller shall not be required to provide a new metes and bounds survey but agrees to provide a copy of existing survey, if any.

8. **TITLE DOCUMENTS AND MARKETABILITY OF TITLE.** At least 10 days before the closing, SELLER is to furnish a copy of a good and sufficient Warranty Deed to the premises, 20 year bankruptcy search, 10 year tax searches, tax receipts for current taxes, water search and an original 40-year abstract of title showing good and marketable title, free of liens and encumbrances, excepting zoning restrictions of record, common driveways, all rights of way and easements of record, covenants, conditions and environmental protection laws, so long as they premises are not in violation thereof.

9. **ADJUSTMENTS:** All taxes, water rents, utilities, etc. must be paid up to and including the date of closing. The Purchaser will not reimburse the Seller for any taxes paid beyond the date of closing, nor will there be any proration or adjustment of same at the time of closing.

10. **CONDITION AND MAINTENANCE OF PREMISES:** The buildings and the premises herein have been inspected by the PURCHASER and are hereby sold "as is" without warranty as to condition, expressed or implied. If new construction, the warranties on sales of new houses set forth in the General Business Law to the extent they may be applicable, and/or excluded or modified by the terms hereof will apply. SELLER agrees to maintain heating, ventilating, air conditioning, sewer, plumbing and electrical systems and any built-in appliances and equipment, in normal working order and to maintain the grounds and to deliver the property to the PURCHASER in as good condition as it is today, unless as accepted under paragraph 3.b., reasonable wear and tear excepted. SELLER shall convey the premises subject to any unpaid installments of street or improvement assessments payable after the date of closing on the premises; and any state of facts which an accurate inspection and/or survey may show, provided that the foregoing do not render the title to the premises unmarketable.

11. **RISK OF LOSS:** Any risk of loss to the property shall be borne by the SELLER pursuant to §5-1311 of the General Obligations Law of the State of New York in the case of any destruction as defined within the meaning of those provisions until title has been conveyed to the PURCHASER.

12. **RIGHT TO FINAL INSPECTION:** PURCHASER shall have a right to a final inspection of the property prior to the transfer of title.

13. **BREACH:** In the event of a breach of this contract by either party, the other party shall be entitled to pursue all legal and equitable remedies, including specific performance and/or the recovery of all damages and expenses resulting from the breach, including reasonable attorney's fees.

14. **CLOSING AND POSSESSION:** The closing will be at Oneida County Law Department, 800 Park Avenue, 10th Floor, Utica, NY on or before December 31, 2013 and possession shall be granted to PURCHASER upon closing unless otherwise agreed herein.

15. **REAL ESTATE BROKERS:** PURCHASER and SELLER agree that **no broker** brought about this sale nor is anyone responsible for any commission for bringing about this sale.

16. **CONTINGENCIES:** The following contingencies are made part of this agreement:

THIS OFFER IS CONTINGENT UPON APPROVAL OF THE BOARD OF LEGISLATORS OF THE COUNTY OF ONEIDA, NEW YORK AND UPON ANY APPROPRIATIONS AS MAY BE REQUIRED TO COMPLETE THE PURCHASE AND RENOVATION FOR ITS INTENDED PURPOSE.

17. **EXPIRATION OF OFFER:** Execution of this document by the PURCHASER shall constitute an offer and will become the contract upon acceptance by the SELLER. This offer shall remain open until the 6th day of September, 2013. If the SELLER does not accept this contract by said date, the offer shall be null and void and the deposit shall be returned to the purchaser.

18. **ASSIGNMENT:** Purchaser may assign this contract with the written consent of the SELLER.

19. **ENTIRE AGREEMENT:** This contract contains all agreements of the parties hereto. There are no other promises, agreements, terms, conditions, warranties, representations or statements other than contained herein. This agreement shall apply to and bind the heirs, legal representatives, successors and assigns of the respective parties. This agreement may only be changed in writing signed by all parties.

Date

PURCHASER

Witness

PURCHASER

Approved As To Form
ONEIDA COUNTY ATTORNEY
By *Dorey J. Amos*

ACCEPTANCE: The above offer, together with the terms and conditions thereof, is hereby accepted and in consideration of the mutual covenants herein, the undersigned SELLER agrees to sell and convey on the terms and conditions of said offer. It is agreed that any sums deposited hereunder will be held in trust until closing by the SELLER'S agent/attorney and applied as a credit against the purchase price at closing.

9-4-2013
Date

M. David [Signature]
SELLER

[Signature]
Witness

SELLER



MOHAWK VALLEY COMMUNITY COLLEGE

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



FN 20 13 - 331

October 3, 2013

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

WAYS & MEANS

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

Date 10/3/13

Dear Mr. Picente,

I am pleased to forward for your review a new three-year contract that the members of the MVCC Professional Association and the MVCC Board of Trustees have both ratified after seven (7) months that included seven (7) negotiating sessions. This collective bargaining agreement is well within the parameters set forth by the MVCC Board of Trustees and includes concessions by the PA that reduce the total impact of the salary increases. The agreement covers the period from September 1, 2013 through August 31, 2016 and includes an average net payroll increase of 2.0% on average over the three (3) years of the contract with across-the-board raises as follows:

- 2013-14 – 2.8%
- 2014-15 – 2.8%
- 2015-16 – 2.8%

Since the agreement does not contain a salary schedule, there are no step movements that would increase costs beyond that. Salary increases are for one year at a time only, so there will be no Triborough requirement for additional increases if no successor agreement is in place by August 31, 2016.

The College will realize savings in key areas. Overload compensation will no longer increase at the same rate as base salary, and will increase at a rate of 1%, 2% and 2%, saving the college more than \$86,000 over three (3) years. The College and the PA also negotiated concessions on the prescription drug plan through changes in the co-pay structure and the plan funding method.

This contract contains some important gains for both the College and the Association through both economic and non-economic agreements. It is truly a win-win agreement for both sides. This agreement maintains MVCC faculty base salaries in the lower middle range of a reasonable array of comparative community colleges in New York State. We believe this agreement and the modest salary increases will have a positive effect on our ability to recruit and retain highly qualified faculty.

I hope that you will support this collective bargaining agreement and respectfully request that you forward it for expedited review by the Oneida County Board of Legislators. Attached is a

copy of the tentative agreement. Copies of the contract with original signatures will follow as soon as they are prepared.

If there are any questions about this agreement or about the changes it contains, please do not hesitate to call me or our Executive Director of Human Resources, Kim Evans-Dame (792-5636).

Sincerely,

A handwritten signature in cursive script that reads "Randall J. VanWagoner".

Randall J. VanWagoner
President

Enclosure

C: MVCC Board of Trustees

MVCC PA / MVCC
Negotiations
May 3, 2013

The following items are tentatively agreed upon by the parties. No agreement shall be considered final until such time as the parties have reached an agreement on a complete package which has been appropriately ratified.

1. Employer Proposal #2

Article 2, Section 2.8 - Equal Employment Opportunity

Bring into compliance with state laws. Add "creed, disability, familial status, military status, domestic violence victim status, arrest or conviction record, predisposing genetic characteristics. Remove "handicapping conditions."

2.8 Equal Employment Opportunities. All applicants possessing the required qualifications shall receive equal opportunity for employment and upon employment shall be treated equally regardless of race, color, age, religion, sex, marital status, ~~handicapping conditions~~, sexual orientation, national origin, creed, disability, familial status, military status, domestic violence victim status, ~~arrest or conviction record~~, ^{gender identity ~~yes~~ (PA)} predisposing genetic characteristics, or political affiliation in all matters including but not limited to recruitment, employment, upgrading, promotions, demotions, transfers, lay-offs, terminations, training, rates of pay and/or other forms of compensation. Additionally, the provisions of this agreement shall be applied equally to all qualified employees without discrimination as listed above.

2. Employer Proposal #4

Article 4, Section 3(B) - Probationary Appointment Method of Appointment

Change to "following recommendation from the President."

4.3 Probationary Appointment. A probationary appointment is a full-time appointment prior to the granting or denial of continuing or career appointment.

A. Duration. Probationary appointments shall be for a period not to exceed five (5) years of credited service.

B. Method of Appointment. All initial probationary appointments shall be made by the Board following recommendation of from the President.

3. Employer Proposal #7B

Combine Appendix E Overload Posting procedure with Section 5.6(D) regarding overload compensation and make language consistent.

D. Overload Compensation. Bargaining unit members will have priority for two (2) overload sections per session and the same will be made available to qualified non-teaching faculty members on an equal basis with qualified teaching faculty members. The College shall make assignment to such sections. This priority does not apply to a non-teaching bargaining unit member for any session during which

that non-teaching bargaining unit member is on a reduced workload. Nor does this priority apply to any bargaining unit member on leave as further specified in 11.13.

1. *Such priority will be commensurate with the practice whereby non-unit Administrators will continue to be assigned such sections.*
2. *Non-teaching faculty will be eligible to teach courses for overload compensation. Credit courses and non-credit courses generating FTE credit, whenever offered, shall be subject to overload compensation. Compensation for other non-credit courses shall be based upon written mutual agreement between the Instructor and the Administration.*
3. *Non-teaching faculty overload assignments shall not be made during the regular work day unless mutually satisfactory arrangements are made to permit the individual to meet his/her regular obligations.*
4. *Concurrent with or subsequent to the distribution of semester teaching assignments each Center will make available to all interested bargaining unit members a list of all sections then known to be offered that semester or summer session which have not been assigned on load. This list will be supplemented as additional sections become available through the day preceding open registration and shall include section times, contact hours, and locations. Notice of such additional sections shall also be given via the "allusers" email distribution list. Bargaining unit members will have up to one week but no later than the first day of open registration to request overload from this list. For sections created on or after the first day of open registration, it is incumbent upon unit members to give advance written notice of interest to the appropriate Deans in order to be considered for such openings. The procedures to be followed in requesting overload assignments shall be as contained in Appendix E.*
5. *Priority for a bargaining unit member is met when a member who has requested one section is assigned and teaches one section or when a member who has requested two sections is assigned and teaches two sections. The teaching of one overload assignment by a bargaining unit member shall take priority over teaching by a classified employee, a part-time employee, a second assignment for a bargaining unit member, or one assignment for a non-unit administrator. The teaching of two overload assignments by a bargaining unit member shall take priority over teaching by a classified employee or a part-time employee and over a second assignment to a non-unit administrator.*
6. *The exercise of priority rights as above by a bargaining unit member in no way obliges the College to assign more than a total of twelve (12) contact hours of overload per academic year excluding intersession and summer terms to each qualified bargaining unit member.*

7. *Upon prior mutual written agreement between the unit member and the appropriate College Administrator, teaching in the intersession or the summer session(s) may be considered as load. Intersession or summer session(s) on load shall not result in reduced load as provided in Section 5.6A of this Article. In the event a unit member is no longer affiliated with the College, any unused intersession or summer teaching considered as load will be compensated at the overload rate in effect at the time the teaching was performed.*
8. *No later than 8:30 a.m. on the Monday of the tenth week of each semester, the initial Center list of unassigned sections for the following semester shall be posted in each Center office and a master list of unassigned sections shall be posted on both campuses. These lists shall remain posted until the end of the sign-up period at 4:30 p.m. of the following Friday. The initial Center and master lists of unassigned sections for the summer sessions shall be posted in the same manner during the preceding spring semester.*
9. *The Center and master lists shall contain all course sections that are unassigned, including those at correctional facilities, sections on hold, late starts, etc. The list(s) of college-wide courses not belonging to a specific Center shall be posted in the appropriate college office.*
10. *In addition to this list, a folder marked "Overload Requests" shall be located near the list of courses and available to all bargaining unit members.*
11. *Bargaining unit members shall make their overload request(s) by filling out an overload request form and placing it in the "Overload Requests" folder by the end of the designated sign-up period.*
12. *Bargaining unit members must use the form provided by the College in completing their request(s) and may indicate their order of preference.*
13. *Employees have the option of submitting the overload request forms directly to the appropriate Center or to the office of the Dean of the Rome Campus.*
14. *Forms submitted to the office of the Dean will be faxed to the Executive Assistant to the Vice President for Instruction who will deliver them to the appropriate Center. Hard copy will follow in the campus mail.*
15. *The College may post fall and spring semester unassigned varsity sports for the next academic year in the spring semester with the fall semester overload posting. The joint overload committee shall remain in place during the term of this agreement to modify or expand these procedures as mutually agreed by the parties.*

4. Employer Proposal #9

Article 5, Section 15(C)(1) – Dual Credit Courses

Change “The College may request the service of ‘qualified’ bargaining unit members to teach a dual-credit course on load.”

5.15 Dual-Credit Courses

- A. *Definition. Dual-credit courses are courses taught in high schools which carry both high school and Mohawk Valley Community College credit.*
- B. *Dual-credit courses shall not be used for the purpose of reducing the number of, consolidating or eliminating bargaining unit positions.*
- C. *Assignment.*
 - 1. *The College may request the services of a qualified bargaining unit member to teach a dual-credit course on load. The bargaining unit member shall have the right to refuse the request.*

5. Employer Proposal #10

Article 5, Section 15D – Dual Credit Courses

Remove or Extend – Joint committee has not been established “during the term of the agreement.”

Leave language as is.

6. Employer Proposal #12

Article 6, Section 3(B)

Remove or Extend – Work Day Committee.

Leave language as is.

7. Employer Proposal #13

Article 6, Section 4(A) and (B)

Remove “effective January 14, 2003.”

6.4 A *Unit members may be assigned to fulfill their professional obligation at the Utica campus, the Rome campus, or off-campus sites. ~~Effective January 14, 2003, those~~ Unit members who have professional obligations (excluding overload) at more than one site on the same day and who use their own motor vehicles for transportation shall be reimbursed at the federal mileage rate for travel between work sites. For purposes of this Agreement, travel one way between the Utica and Rome campuses is 20 miles.*

B. *~~Effective January 14, 2003, those~~ Unit members assigned to fulfill their professional obligation (excluding overload) at an off-campus site located 10 miles in excess of the distance normally traveled by the unit member to the on-campus site to which the unit member is primarily assigned as determined by the*

College and who use their own vehicles for transportation will be reimbursed at the federal mileage rate for travel for the excess distance. For the purposes of this Agreement these distances will be determined by a mutually agreed upon online driving distance calculation web-site.

8. Employer Proposal #14

Article 6, Section 6 – Advisement

Remove or Extend – Advisement committee scheduling and compensation.

Leave language as is.

9. Employer Proposal #16

Article 7, Section 2 – Employee Records

Change language from “Personnel Office” to “Human Resources Office.”

10. Employer Proposal #17

Article 7, Section 2 (D) and (E) – Employee Records

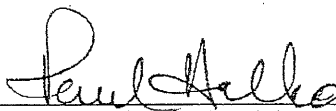
Change language from “Personnel File” to “Human Resource File.”

7.2 Employee Records. The College shall maintain one official ~~Personnel File~~ Human Resources file for each employee. This file should be located in the ~~Personnel Office~~ Human Resources Office and shall contain, among other things, the following items:


- A. Copies of all formal evaluations of the employee made pursuant to this Article*
- B. Information relating to the employee's academic and professional accomplishments submitted by the employee to be placed in the file at his/her request.*
- C. Any other materials which become pertinent to an employee's evaluation for any purpose. The ~~Personnel File~~ Human Resource File shall be available for review by the employee's representative, under written authorization by the employee, during normal office hours. Copies of materials shall be made by the College and furnished to the employee upon his/her request and at his/her expense.*
- D. An employee will be notified at the time of inclusion of any material in his/her ~~Official Personnel File~~ Human Resource File and will be provided a copy thereof.*
- E. Failure of any unit employee to give at least thirty (30) calendar days notice of termination of his/her employment, except for reasons of health or serious hardship, may, at the option of the College, be noted in the employee's ~~personnel file~~ Human Resources file including for the purpose of subsequent recommendations.*

For purpose of this agreement all items not changed in articles listed remain the same.

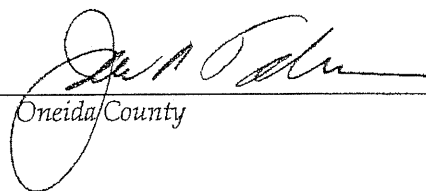
5-16-13
Date


MVCC Professional Association

5-16-13
Date


Mohawk Valley Community College

5/16/13
Date


Oneida County

ARTICLE 9, SECTION 2.B. - Salary Minimum

- B. Effective September 1, 1998 if an employee's base salary falls below the stated minimum in the employee's pay category, said salary shall be adjusted to the minimum prior to the application of the foregoing percentage adjustments. This provision shall not apply to raise the reduced salary amounts of those employees electing reduced load pursuant to Section 5.6.A hereof.

FOR THE COLLEGE:

Dated: May 16, 2013

By: Kimberly Evans-Dame
Kimberly Evans-Dame

FOR THE ASSOCIATION:

Dated: May 16, 2013

By: Paul Halko
Paul Halko

FOR THE COUNTY:

Dated: May 16, 2013

By: Gregory J. Amoroso
John Talerico
Gregory J. Amoroso

The following is tentatively agreed upon by the parties. No agreement shall be considered final until such time as the parties have reached an agreement on the complete package which has been appropriately ratified.

ARTICLE 6, SECTION 3.A. - Professional Obligation

6.3 A. Non-teaching faculty will be provided with a job description for their position. Excepting Librarians and such other classifications of employees as have heretofore been otherwise scheduled, the normal schedule for non-teaching faculty shall be on-campus availability Monday through Friday for seven (7) consecutive hours each day, exclusive of meal periods, unless on vacation (fiscal-year obligation only) as approved by the appropriate College Administrator. The normal schedule for Librarians and such other classifications, as herein above mentioned, shall be on-campus availability five (5) days per week, seven (7) consecutive hours each day, exclusive of meal periods, unless on vacation (fiscal- year obligation only) as approved by the appropriate College Administrator.

Counselors shall be assignable between 8:00 a.m. and 10:00 p.m. for seven (7) consecutive hours each day, exclusive of meal periods, Monday through Friday.

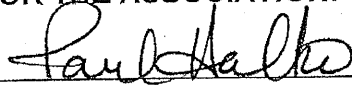
FOR THE COLLEGE:

Dated: June 4, 2013

By: 
Kimberly Evans-Dame

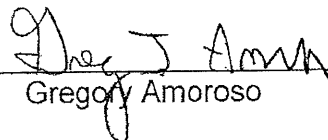
FOR THE ASSOCIATION:

Dated: June 4, 2013

By: 
Paul Halko

FOR THE COUNTY:

Dated: June 4, 2013

By: 
Gregory Amoroso

The following is tentatively agreed upon by the parties. No agreement shall be considered final until such time as the parties have reached an agreement on the complete package which has been appropriately ratified.


ARTICLE 4, SECTION 6.G. - Promotion

G. Effective with the 2010-2011 fiscal year, employees will receive upon promotion to each rank or level increases in base salary as indicated. This increase is to be added to the base after the application of 9. 2. B.

Instructor to Assistant Professor or Level I to Level II	\$1500
Assistant Professor to Associate Professor or Level II to Level III	\$2000
Associate Professor to Full Professor or Level III to Level IV	\$2500

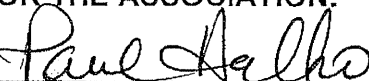
FOR THE COLLEGE:

Dated: June 4, 2013

By: 
Kimberly Evans-Dame

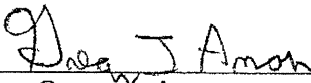
FOR THE ASSOCIATION:

Dated: June 4, 2013

By: 
Paul Halko

FOR THE COUNTY:

Dated: June 4, 2013

By: 
Gregory Amoroso

The following is tentatively agreed upon by the parties. No agreement shall be considered final until such time as the parties have reached an agreement on the complete package which has been appropriately ratified.

ARTICLE 11, SECTION 11- Association Leave

11.11 Association Leave. The Association President or his/her designee shall be afforded five (5) days paid leave per academic year for the purpose of attendance at NYSUT state-wide conferences/conventions of Representative Assemblies, Community College Conference and NYSUT Committee meetings. Notice of the taking of such leave shall be forwarded to the Executive Director of Human Resources not less than fifteen (15) business days in advance thereof.

Three (3) days shall be provided as paid leave to the Association President or his/her designee for the purpose of lobbying activities on behalf of the College. Notice of taking such leave shall be forwarded to the Executive Director of Human Resources not less than two (2) business days in advance thereof.

Leave recipients shall be permitted to rearrange their schedule or to otherwise provide coverage for their own classes and/or duties, subject to review by their immediate supervisor and approval by the Executive Director of Human Resources. Such leave shall be taken in increments of one-half day.

FOR THE COLLEGE:

Dated: June 4, 2013

By: Kimberly Evans-Dame
Kimberly Evans-Dame

FOR THE ASSOCIATION:

Dated: June 4, 2013

By: Paul Halko
Paul Halko

FOR THE COUNTY:

Dated: June 4, 2013

By: Gregory Amoroso
Gregory Amoroso

PA Response to College offer of August 30, 2013
September 18, 2013

APPENDIX A
SALARIES AND ECONOMIC CONSIDERATION

9.1 Basic Salary Plans.

A. Definition: The term basic salary shall mean the annual salary, exclusive of any supplemental salary received or other forms of additional compensation, paid to the employee in connection with his/her normal professional obligation.

B. Basic salary upon initial appointment shall be at an amount which is commensurate with the credentials and experience of the candidate and his/her anticipated value to the College in the judgment of the Board.

C. The minimum salary levels for the unit job titles shall be:

	2013-2014	2014-2015	2015-2016
Instructor	42,301	43,485	44,703
Asst Prof	46,132	47,424	48,752
Assoc Prof	50,712	52,132	53,592
Professor	60,713	62,413	64,161
Grade 1	32,991	33,915	34,865
Grade 2	36,016	37,024	38,061
Grade 3	42,300	43,484	44,702
Grade 4	44,439	45,683	46,962
Grade 5	47,452	48,781	50,147

9.2 Basic Salary Adjustment.

A.

1. Each employee who continues in service for the year **2013-14 shall receive a salary increase of 2.8% to be added to the employee's 2012-13 base salary** effective at the beginning of the employment year as defined in Section 5.3 or as provided in Section 9.2.B. 2.

2. Each employee who continues in service for the year **2014-15 shall receive a salary increase of 2.8% to be added to the employee's 2013-14 base salary** effective at the beginning of the employment year as defined in Section 5.3 or as

provided in Section 9.2.B.2.

3. Each employee who continues in service for the year **2015-2016 shall receive a salary increase of 2.8% to be added to the employee's 2014-15 base salary** effective at the beginning of the employment year as defined in Section 5.3 or as provided in Section 9.2.B.2.

9.3 Compensation for overload as outlined in paragraphs 5.6.A, 5.6.C, and 5.9 and for instructional services rendered during summer sessions shall be \$61.47 per hour effective beginning the Fall semester, 2013; \$62.70 effective beginning the Fall semester, 2014; and \$63.95 effective beginning the Fall semester, 2015.

9.12 Longevity. Effective September 1, **2013**, each employee shall be eligible for the following annual longevity payments separate from base salary:

A. After 10 years of service **-\$725**

After 20 years of service - an additional **\$725**

After 30 years of service - an additional **\$725**

After 35 years of service - an additional \$725

Said payment shall be paid on a prorata basis with each paycheck.

9.18 Honors Program. Bargaining unit members who volunteer and are assigned to mentor a student in an honors project related to a credit bearing course shall be compensated at \$140 per student per project per semester.

4.6 Promotion. Authority to grant promotions rests with the Board in its sole and absolute discretion following recommendations of the President.

A. Basis for Promotion. Promotion is based on merit.

1. Employees with Academic Rank. To be eligible to apply for promotion to the rank of Assistant Professor, an employee hired on or before August 1, 2007 with academic rank must have completed two (2) years in rank at Mohawk Valley Community College. An employee with academic rank hired after August 1, 2007 must have completed three (3) years in rank to be eligible to apply for promotion to the rank of Assistant Professor. To be eligible to apply for each subsequent promotion, an employee with academic rank must complete three (3) years in rank.

2. Employees without Academic Rank. To be eligible to apply for promotion from Level I to Level II, an employee in one of the titles

without academic rank (Appendix D) must have completed three (3) full years of service in that title at Mohawk Valley Community College **by December 31st of the application year.** To be eligible to apply for promotion from Level II to Level III, an employee in one of the titles without academic rank (Appendix D) must have completed three (3) full years of service in that title since promotion to Level II. To be eligible to apply for promotion from Level III to Level IV, an employee in one of the titles without academic rank (Appendix D) must have completed three (3) full years of service in that title since promotion to Level III. An employee without Academic Rank who changes title shall retain his/her promotional level (i.e., Level I, II, III, or IV) for purposes of 4.6 (future promotional increases), 10.7 (retirement benefits) and 11.7 (accrual of vacation credits).

An employee without Academic Rank who changes title must normally complete three (3) full years of service in the new title before being eligible to apply for promotion to the next level. When the duties of the new title are not substantially different from the duties the employee performed in the old title, the College may waive this requirement.

3. Eligibility for Promotion. Eligibility shall be determined as of the date on which applications for promotion are due.

5.6 Teaching Load; Full-time Teaching Faculty.

- A. The teaching load for the fall and spring semesters commencing the 1989-90 academic year shall be not more than thirty (30) teaching credit hours or thirty-six (36) contact hours. For those faculty achieving teaching load on the credit hour basis, the College may assign one (1) additional contact hour per academic year and pay the affected teaching faculty member for such additional hour(s) at the overload rate set forth in Appendix A (paragraph 9.3) annexed. For those faculty achieving teaching load on the contact hour basis, the College may assign up to three (3) additional contact hours in the academic year and pay the affected teaching faculty member for such additional hour(s) at the overload rate set forth in Appendix A (Paragraph 9.3) annexed. Teaching faculty members may elect to teach twelve (12) teaching credit hours/fifteen (15) contact hours per semester provided written notice of such election is given by the electing teaching faculty member to his/her Dean by May 1 preceding the year in which reduced load is taken.

A faculty member may elect either [1] the spring semester or [2] the fall and spring semesters.

1. Where an election is for reduced load assignment for the academic year, the Association will grant a waiver covering annualization of load if timely requested and if assignment other than annualized would result in the employee being underloaded in one semester and reasonable alternative scheduling is not available.

2. Any compensation for hours beyond reduced load will be pro-rata based

upon the load reduction.

3. The base salary of a faculty member electing to teach a reduced load shall be reduced as follows:

Academic Year	2 Semesters	1 Semester
2013-2014	\$9,034	\$4,519
2014-2015	\$9,287	\$4,646
2015-2016	\$9,547	\$4,776

The foregoing sums were calculated by applying to the prior year's sums a percentage equal to the base unit salary increase for each year.

5.14 Instructional Technologies

A. Instructional Technologies

1. The parties shall establish a joint committee to negotiate the impact on all terms and conditions of employment resulting from the adoption of, implementation of, or changes in instructional technology. The committee shall meet upon the request of either party.
2. Instructional Technology shall not be used for the purpose of reducing the number of, consolidating, or eliminating bargaining unit positions.

B. Interactive Television

1. Definition. Interactive television exists when an instructor provides instruction by way of live interactive television from one site to another site or to a number of sites at the same time. Any of the sites may be the one at which the instructor is present.
2. Basis of Participation. Participation in interactive television instruction shall be voluntary.
3. Training and Preparation
 - a. A bargaining unit member who volunteers for interactive television instruction shall be offered training in the use of necessary technology prior to the start of the initial assignment. The College shall determine the type of training and shall make the training available prior to the start of the initial assignment.
 - b. Additional training shall be offered where feasible as determined by the College at the request of the bargaining unit member.
 - c. The College shall compensate each bargaining unit member an additional credit/contact hour toward teaching load or overload

compensation during the first semester the bargaining unit member volunteers for and is assigned to interactive television instruction. The College may grant an additional hour of such compensation during the first semester the bargaining unit member uses interactive television instruction after major changes in technology.

4. Class Size. Initial credit for any interactive television instruction, regardless of the number of sites, shall be one section on load or overload. Once the combined enrollment at all sites exceeds 35, the bargaining unit member shall receive additional compensation as follows:

<u>Total Enrollment</u>	<u>Compensation</u>
36-42	0.20 X overload rate
43-49	0.40 X overload rate
50-56	0.60 X overload rate
57-63	0.80 X overload rate
64-68	0.95 X overload rate

Before the number of students in a section of interactive television instruction exceeds 68, the parties shall reach agreement on compensation for the additional students.

5. Support Services. Bargaining unit members who agree to a College request to provide proctoring or other two-way interactive television services in addition to other job duties or outside the work day as specified in Article 6.4 shall be compensated at the advisement rate.
6. Location of Instructor. The College may assign the instructor of a two-way interactive television section to provide instruction from each of the sites. The bargaining unit member so assigned shall be reimbursed per Article 6.5.
7. Conduct of Session. Recordings of such class sessions may not be used for evaluation without the written permission of the bargaining unit member. Any observation of such sections shall be made following the same procedures used for observation of classes taught by other methods.

C. Web-Based Courses

1. Definition. A web-based course is a course approved by the College for online instruction. A hybrid course eligible for compensation (Section 5.14.C.5) is a course approved by the College for online instruction of which at least twenty percent (20%) is delivered online. If a web-based course consists of an off-the-shelf, pre-authored, or an uploadable

cassette/CD/DVD from a book publisher or any other multi-media vendor, it is defined as a prefabricated web-based course. Such a prefabricated course may be used as a web-based course by a bargaining unit member but it is neither subject to ownership nor compensation as described herein.

2. **Basis of Participation.** Participation in web-based courses shall be voluntary for all bargaining unit members unless a bargaining unit member is otherwise informed in the appointment letter.
3. **Technical Support.** The College is committed to providing the best training and technical support possible to instructors of web-based courses both during the developmental period and when the course is offered. Faculty and staff who intend to create online courses must be trained in the technology, special skills and methods necessary for online instruction including retraining to address changes in technology. Training will be offered by the College at a mutually agreeable time. The statement of principle contained herein and the commitment to training contained herein are not subject to the arbitration step of the grievance process.
4. **Class Size.** Beginning with the ratification of this agreement, all web-based courses will have a cap of 25. Upon mutual written agreement with the bargaining unit member, the cap may be raised above 25, but not to exceed 40.
5. **Compensation.** Once the terms of the contract between the unit member and the College are fulfilled, the College shall compensate each bargaining unit member who develops an approved web-based course as follows for original course development.

First three credit-hour course developed **effective September 1, 2013, \$1,111; effective September 1, 2014, \$1,133; effective September 1, 2015, \$1,156.**

Second or subsequent three credit-hour course developed **effective September 1, 2013, \$859; effective September 1, 2014, \$876; effective September 1, 2015, \$894.**

Compensation for developing courses with fewer or more than three credit-hours will be prorated proportionately based upon credit hours. Development monies will be paid in two equal installments, the first half-way through development and the second when the terms of the contract are met.

A bargaining unit member who is approved to modify a course developed by someone else will be compensated **effective September 1, 2013, \$253; effective September 1, 2014, \$258; effective September 1, 2015, \$263** per three credit hour course with proration as above. This amount may be increased at the discretion of the College.

The College shall provide additional compensation to each bargaining unit member who teaches a web-based course as follows:

First three credit-hour course taught

First semester **effective September 1, 2013, \$1,010; effective September 1, 2014, \$1,030; effective September 1, 2015, \$1,051.**

Second semester **effective September 1, 2013, \$404; effective September 1, 2014, \$412; effective September 1, 2015, \$420.**

Second or subsequent three credit-hour course taught

First semester **effective September 1, 2013, \$859; effective September 1, 2014, \$876; effective September 1, 2015, \$894.**

Compensation for teaching courses with fewer or more than three credit hours will be prorated proportionately based upon credit hours.

Compensation for developing or teaching part of a course (e.g. the lecture part of a lecture and lab course) will be based on the number of credit hours assigned by the College to the part of the course developed or taught.

6. Ownership and Assignment. Except as provided in this section, a bargaining unit member who develops a web-based course in conjunction with the unit member's job or teaching assignment, with any extended time or released time, or as a project authorized or directed by the College, shall own that course. For the purpose of determining authorship, the development of a web-based course shall not be construed as work for hire. No part of the course may be used, altered, or modified by the College without the written permission of the unit member. An entire web-based course developed with the support of the College may not be used in competition with the College without the written permission of the College during the bargaining unit member's employment with the College.

Bargaining unit members who create an original web-based course will maintain ownership and priority to teach one section of the course per semester by seniority. Developers and redevelopers of courses shall be given seniority in chronological order. Once priority has been met for all developers and redevelopers of a given course, assignment begins again with the most senior creator until all sections are assigned.

In every case that an agreement to share is requested by the College, the creator will be given first option to share the course with a colleague without compensation.

In the event that the creator of a web-based course chooses not to teach the course or is at maximum load and overload, the creator may be given the option of allowing usage of the course by the College for teaching by other instructors. During the usage period, the creator will maintain seniority rights to teach the course.

Effective September 1, 2013, the compensation for usage shall be as follows:

\$303 per credit hour for 1 year's usage

\$404 per credit hour for 2 years' usage

\$505 per credit hour for 3 years' usage

Effective September 1, 2014, the compensation for usage shall be as follows:

\$309 per credit hour for 1 year's usage

\$412 per credit hour for 2 years' usage

\$515 per credit hour for 3 years' usage

Effective September 1, 2015, the compensation for usage shall be as follows:

\$315 per credit hour for 1 year's usage

\$420 per credit hour for 2 years' usage

\$525 per credit hour for 3 years' usage

In the event a bargaining unit member allows usage of a course, it will be offered to qualified bargaining unit members to teach before non-bargaining unit members.

Voluntary sharing or allowing usage of courses will not be subject to evaluation.

Redevelopment of courses created by bargaining unit members will be limited to other bargaining unit members.

The parties acknowledge that as a general rule qualified bargaining unit members shall have first rights to develop web-based courses offered at the College. The Association recognizes that there may be exceptions to this rule based on unique qualifications of a non-bargaining unit member. The College will notify the Association during any semester in which a non-bargaining unit member has developed a course.

Upon a bargaining unit member's separation from the College, the College will obtain joint ownership of any course for which it pays **effective September 1, 2013, \$404; effective September 1, 2014, \$412; effective September 1, 2015, \$420** per credit hour. This shall be voluntary for all courses created prior to *the ratification of the 2010-2013 agreement on August 8, 2012.*

7. Administrative Observation.
 1. For the Purpose of Formal Evaluation. Observation of web-based courses for the purpose of formal evaluation shall follow the same procedures used for observation of classes taught by other methods.
 2. For Other Purposes. The College may observe web-based courses for other purposes, including but not limited to compensation pursuant to Section 5.14.C.5 and adherence to third-party requirements. In such instances, the College will notify the instructor in advance in writing (which includes e-mail) of the section to be observed, when the observation will begin and when the observation will end. The College may visit web-based courses for the purpose of response to technical problems without prior written notification.

10.2 Health Insurance

- A. The College shall implement and continue to make available to bargaining unit members, and their eligible dependents, the BluePPO Option H group health insurance plan, with no co-payment for inpatient hospitalization, and with three-tiered premium rates.
- B. For bargaining unit members hired prior to September 1, 1988, the College shall pay 100% of the premium cost for individual and any form of dependent health insurance coverage, based on the cost of the traditional Excellus Health Plan, and the member shall pay 0% of said premium cost. For bargaining unit members hired on or after September 1, 1988, the College shall pay 80% of the premium cost for individual and any form of dependent health insurance coverage, based

on the cost of the traditional Excellus Health plan and the member shall pay 20% of said premium cost. At such time that the traditional Excellus Health plan is discontinued by the insurance carrier, the above costs will be based on the cost of the aforesaid Blue PPO Option H Plan.

- C. The current Excellus traditional health plan, with three-tiered premium rates, shall continue to be provided (but only so long as Excellus continues to offer such plan) to those bargaining unit members hired prior to January 1, 2007, and their eligible dependents, as the sole alternative plan to the aforesaid BluePPO Option H Plan for said members. If the member opts for the Excellus traditional health plan, his/her premium contributions shall be at the same percentage rates as stated in 10.2(B) above, i.e., either 0% or 20% of the premium cost of the traditional health plan.
- D. The College shall continue to make available to bargaining unit members the current **self-insured** Maxor Plus Plan with **\$0/\$25** co-payments for retail pharmacy services and **\$0/\$50** for mail service pharmacy.
- E. For bargaining unit members hired prior to September 1, 1988, the College shall pay 100% of the premium cost for individual and any form of dependent prescription drug coverage, and the member shall pay 0% of said premium cost. For bargaining unit members hired on or after September 1, 1988, the College shall pay 80% of the premium cost for individual and any form of dependent prescription drug coverage, and the member shall pay 20% of said premium cost.
- F. The College shall continue to make available to bargaining unit members, and their eligible dependents, the **Delta Dental PPO Plus Premier** plan.
- G. For bargaining unit members hired prior to September 1, 1988, the College shall pay 100% of the premium cost for individual and any form of dependent dental insurance coverage, based on the cost of the **Delta Dental PPO Plus Premier** plan and the member shall pay 0% of said premium cost. For bargaining unit members hired on or after September 1, 1988, the College shall pay 80% of the premium cost for individual and any form of dependent dental insurance coverage, based on the cost of the **Delta Dental PPO Plus Premier** plan and the member shall pay 20% of said premium cost.
- H. Changing job titles or transfers within the bargaining unit does not constitute rehiring with regard to 10.2.
- I. The College shall maintain the aforesaid health insurance coverage unless the parties mutually agree to change such coverage. During the term of the agreement the parties shall establish a Joint Committee to study and make recommendations for possible alternative insurance carriers and/or coverage. Such recommendations, if mutually acceptable to the parties to this agreement,

may be implemented at any time. The added costs of any change in carriers and/or coverage, savings as the result of any changes in carriers and/or coverage, the rate of contribution by employees, and the designation of unit employees making such contributions, if any, shall be subject to negotiation.

- J. Upon ratification of this agreement, the College shall extend benefits to domestic partners under the same terms as Sections 10.2.A, 10.2.B, 10.2.C, 10.2.D, 10.2.E, 10.2.F, 10.2.G, subject to plan provisions and no later than January 1, 2013.
- K. The College shall provide a health insurance waiver payment for Association members who opt out of the College health insurance plan. Such payment shall be \$750 for the family plan and \$300 for the individual plan. All individuals who wish to participate in the waiver may be required to provide proof of alternative insurance to the College.
- L. Effective September 1, 2012, the family insurance waiver payment shall be as follows:
 - 1. One to twenty-five bargaining unit participants. Payment is \$750.
 - 2. Twenty-six to thirty bargaining unit participants. Payment is \$1500.
 - 3. Thirty-one to thirty-five bargaining unit participants. Payment is \$2250.
 - 4. Over thirty-five bargaining unit participants. Payment is \$3000.

Sections 10.2.L.1, 10.2.L.2, 10.2.L.3 and 10.2.L.4 shall sunset on August 31, 2013.

10.7 Retirement Benefits

- A. Eligibility. Employees fifty-five (55) years of age at the time of retirement and/or eligible to retire under their retirement program, and who have at least ten (10) years of service at the College, and who hold academic rank of Professor or Associate Professor or promotional level of Level IV or Level III, are eligible for the benefits provided herein. Employees who have achieved the rank of Level II by September 1, 2007 shall be grandfathered into this provision.
- B. Limitations. During a fiscal year the College shall make the provision of this section available to no more than **ten (10) bargaining unit members** on the basis of length of service in the bargaining unit. **Such total sum of length of full-time service in the bargaining unit need not be continuous.**
- C. Effective with the 2012-2013 fiscal year of notice as referenced in Section 10.7(E), as a supplement to the retiree health insurance benefit referenced in Section 10.8 of this Agreement, a sum of money equal to **\$383.33** for each unused, accumulated day of sick leave, but not to exceed **\$46,000**, shall be credited to the account of the retiree to pay the retiree's share of health insurance premiums, until the sum is exhausted. If such a retiree should die before this benefit is exhausted, the remainder of the benefit shall continue to be applied to

the health insurance premiums of any eligible dependent of the retiree who was covered under the College's health insurance plan at the time of the retiree's death but only until the remaining benefit is exhausted or said dependent(s) is/are no longer covered under the College's health plan for any reason. There shall be no payment made to the estate of a retiree or dependent under any circumstances. Furthermore, an employee who is eligible to receive the benefits in this Section 10.7 may apply donated sick leave days under Section 11.2(B) toward the \$42,000 ~~\$42,000~~ **\$46,000** maximum sum above, provided the employee satisfies the criteria for, and is granted donated sick leave, subject to the conditions of Section 11.2(B).

- D. Electronic Access. With the exclusion of access to the administrative data base, a retiree shall have the same computer software privileges and access including electronic mail, network software for word processing, spreadsheets, and graphics available to members of the bargaining unit with the same title the retiree had while employed. Fees and costs if applicable shall be paid by the retiree. Computer privileges and access will be for the period of three (3) calendar years from the date of retirement and may be extended at the option of the College.
- E. Subsequent to the 2002-2003 year, employees who wish to retire under this provision shall notify the Executive Director of Human Resources in writing no later than the close of business on the first business day of September of the fiscal year in which they wish to retire. **For the 2013-2014 year only, the notification date shall be extended to 30 days after the bargaining agreement is signed by all parties.** The decision to retire shall become irrevocable once the retiree and the College have concluded a separate contract. The employee shall have 15 working days after receipt to accept and sign the contract. Failure to execute and return the contract within that period shall constitute withdrawal of notice.

All previous items agreed to at the table are included in this agreement. All items unchanged remain the same.

FOR THE COLLEGE:

Dated 9-18-2013

By: Kimberly Evans-Dame
Kimberly Evans-Dame

FOR THE ASSOCIATION:

Dated 9-18-2013

By: Paul Halko
Paul Halko

FOR THE COUNTY:

Dated 9/19/13

By: Gregory Amoroso
Gregory Amoroso



Undersheriff Robert Swenszkowski
Chief Deputy Jonathan G. Owens

Chief Deputy Gabrielle O. Liddy
Chief Deputy Dean Obernesser

Sheriff Robert M. Maciol

October 3, 2013

FN 20 13 - 332

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

PUBLIC SAFETY
WAYS & MEANS

Dear County Executive Picente:

The Sheriff's Office is requesting approval for a contract with Trinity Services Group Inc. for food services at the Oneida County Correctional Facility.

The Sheriff's Office has received two bids from vendors for these services. Upon review of the proposals, The Sheriff's Office believes that the proposal by Trinity Services Group Inc. best suits are needs. This vendor meets all of the nutritional guidelines pursuant to federal standards for incarcerated adults and the school lunch program for individuals that qualify.

The current 2013 cost of the Food Service Program is approximately \$672,640; \$500,000 for food service operations and \$172,640 for salaries and fringe benefits for current employees. Trinity Services Group will employ their own staff (giving our current employees first opportunity for employment) and charge a per meal rate of \$1.137 to cover the cost of food service operations and staffing. Using an average of 500 inmates (x 3 meals per day) and 80 staff members requesting meals (total of 1580 meals per day) the approximate cost per year would be \$655,707. This is a cost saving to the County of approximately \$16,933 per year.

This Agreement requires Board approval at the Board's next meeting date.

If you find the enclosed contract acceptable, I am requesting your approval by way of signature. I would like to thank you for your time and diligent attention to this matter in advance. If you have any questions, require clarification or seek additional information from me in order to help you make a decision regarding my request, please do not hesitate to contact me at any point in time.

Sincerely,

Robert M. Maciol
Sheriff

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

Anthony J. Picente, Jr.
County Executive

Date 10/4/13

Oneida County Department/Office: Sheriff's Office

Competing Proposal:XXX
Only Respondent:
Sole Source RFP:
Other:

ONEIDA COUNTY BOARD OF LEGISLATORS

Name of Proposing Organization: Trinity Services Group Inc.

Title of Activity or Service: Purchase of Services

Proposed Dates of Operation: 10/1/13-9/30/16

Client Population/Number to be Served: Oneida County Correctional Facility – Inmate population and Correction Officers

Summary Statements

- 1) **Narrative Description of Proposed Services:** Preparation of meals for Food Services at the Correctional Facility
- 2) **Program/Service Objectives and Outcomes:** To feed inmates in a quality and cost effective manner consistent with state and federal requirements.
- 3) **Program Design and Staffing:** Trinity Services will employ their own staff (with first opportunity to our current employees facing layoff) and prepare meals at a cost of \$1.137 per meal to the Sheriff's Office.

Total Funding Requested: \$1,967,122 (\$655,707 per year)

Account #: A3150.49510

Oneida County Dept. Funding Recommendation: Recommend approval.

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

Oneida County Department/Office Staff Comments: The costs are on a per meal basis and can vary depending on the number of inmates. It is expected to save the Sheriff's Office approximately \$16,933 per year.



Undersheriff Robert Swenszkowski
Chief Deputy Jonathan G. Owens

Chief Deputy Gabrielle O. Liddy
Chief Deputy Dean Obernesser

Sheriff Robert M. Maciol

September 26, 2013

FN 20 13 - 332

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

PUBLIC SAFETY

WAYS & MEANS

Dear County Executive Picente:

The Sheriff's Office is requesting approval of the attached contract with Holland Patent School District. This contract is a reimbursement contract for the 2013-2014 school year and will pay for (1) Deputy currently used as School Resource Officer at the School Campus in Holland Patent.

This Agreement requires Board approval at the Board's next meeting date.

If the enclosed contract acceptable, I am requesting your approval by way of signature. I would like to thank you for your time and diligent attention to this matter in advance. If you have any questions, require clarification or seek additional information from me in order to help you make a decision regarding my request, please do not hesitate to contact me at any point in time.

Sincerely,

Robert M. Maciol
Sheriff

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

Anthony J. Picente, Jr.
County Executive

Date 10/4/13

Oneida County Department/Office: Sheriff's Office

Competing Proposal:
Only Respondent:
Sole Source RFP:
Other: X (Revenue)

ONEIDA COUNTY BOARD OF LEGISLATORS

Name of Proposing Organization: Oneida County Sheriff's Office
Providing Service to: Holland Patent Central School District

Title of Activity or Service: School Resource Officer

Proposed Dates of Operation: September 3, 2013 – June 30, 2014

Client Population/Number to be Served: Members of the Holland Patent School District

Summary Statements

1) Narrative Description of Proposed Services: School Resource Officer to be used at the Holland Patent School District Campus

2) Program/Service Objectives and Outcomes: Give students role models that guide them toward community activities that prevent delinquency; develop crime prevention programs; training in conflict resolution, restorative justice, crime awareness and anger management; provide security to students and staff.

3) Program Design and Staffing: September 3, 2013 – June 30, 2014 School Year; School Resource Officer to be utilized at Holland Patent School campus

Total Funding Requested: None

Account #: A2735 (revenue)

Oneida County Dept. Funding Recommendation: N/A

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

Cost Per Client Served: N/A

Past Performance Data: N/A

Oneida County Department/Office Staff Comments: Holland Patent School District will reimburse the Sheriff's Office for the cost of the School Resource Officer. 2013-2014 \$64,500.
This is a good program. The district is please with the presence of the SRO.