

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

EXPEDITED COMMUNICATIONS FOR DISTRIBUTION May 14, 2014

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

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AVAILABLE ON WEBSITE ONLY
www.ocgov.net



Oneida County

Office for the Aging & Continuing Care

Anthony J. Picente, Jr.
County Executive

Michael J. Romano
Director

120 Airline Street-Suite 201 Oriskany, NY 13424

Phone 315-798-5456

Fax 315-768-3658

E-mail: ofa@ocgov.net

April 2, 2014

FN 20 14-133

HEALTH & HUMAN SERVICES

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

WAYS & MEANS

Dear Mr. Picente:

Enclosed please find the Contract Agreement between Oneida County Office for the Aging/Office of Continuing Care located at 120 Airline Street, Oriskany, New York, 13424 and Family Home Care, Inc., located at 519 North Madison Street, Rome, New York 13440, for the Board of Legislators' review and approval.

Under this Purchase of Service Agreement, Family Home Care will provide home care services for elderly homebound individuals. Care is provided as part of a New York State program that provides personal care to frail seniors through the EISEP (Expanded In-Home Services for the Elderly Program). Family Home Care is one of five home care agencies to provide this care. The total amount of this Agreement is \$77,000.00. This consists of State 75% (\$57,750.00) and County 25% (\$19,250.00) dollars. The terms of this Agreement commence April 1, 2014 and terminate March 31, 2015.

Due to requirements by the State of New York, the attached contract needs to be approved by the Board of Legislators at their April 9, 2014 meeting.

I am available at your convenience to answer any questions regarding this contract.

Sincerely,

mjr
Michael J. Romano
Director

MJR/mac

Enclosure



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

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

Date 4-22-14

2

Oneida County Department: Office for the Aging

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Family Home Care, Inc.

Title of Activity or Service: Home Health Care Agency

Proposed Dates of Operation: April 1, 2014 to March 31, 2015

Client Population/Number to be Served: Per Diem: authorized OFA/OCC clients, age 60 or older. 4,754 hours of personal care are provided to approximately 23 individuals through this contract. Individual's hours average four hours per week

Summary Statements:

- 1) **Narrative Description of Proposed Services:** Personal Care Services
- 2) **Program/Service Objectives and Outcomes:** To provide personal care services to frail, disabled, homebound individuals who are limited in their activities of daily living.
- 3) **Program Design and Staffing Level:** N/A

Total Funding Requested: \$77,000.00

Oneida County Department Funding Recommendation: \$77,000.00
Acct # 6774.49599

Proposed funding Source (Federal/State/County): Projected Amount \$77,000.00

Federal – 0% State - 75% (\$57,750.00) County - 25% (\$19,250.00)

Cost per Client Served: \$17.25 per hour for homemaker/personal care (PCA Level II)
\$16.70 per hour for housekeeper/chore (PCA Level I)

Past Performance Data: Current provider of personal care services for OFA EISEP clients.

Oneida County Department Staff Comments:



Oneida County

Office for the Aging & Continuing Care

Anthony J. Picente, Jr.
County Executive

Michael J. Romano
Director

120 Airline Street-Suite 201, Oriskany, NY 13424

Phone 315-798-5456

Fax 315-768-3658

E-mail. ofa@ocgov.net

April 2, 2014

FN 20 14-134

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

Enclosed please find the Contract Agreement between Oneida County Office for the Aging/Office of Continuing Care, located at 120 Airline Street, Suite 201, Oriskany, New York 13424 and U.S. Care Systems, Inc., located at 2614 Genesee Street, Utica, New York 13501, for the Board of Legislators' review and approval.

Under this Purchase of Service Agreement, U.S. Care Systems, Inc. will provide home care services for elderly homebound individuals. Care is provided as part of a New York State program that provides personal care to frail seniors through the EISEP (Expanded In-Home Services for the Elderly Program). U.S. Care Systems, Inc. is one of five home care agencies to provide this care. The total amount of this Agreement is \$224,000.00. This consists of 75% (\$168,000.00) State funds and 25% (\$56,000.00) County dollars. The terms of this Agreement commence April 1, 2014 and terminate March 31, 2015.

Due to requirements by the State of New York, the attached contract needs to be approved by the Board of Legislators at their April 9, 2014 meeting.

I am available at your convenience to answer any questions regarding this contract.

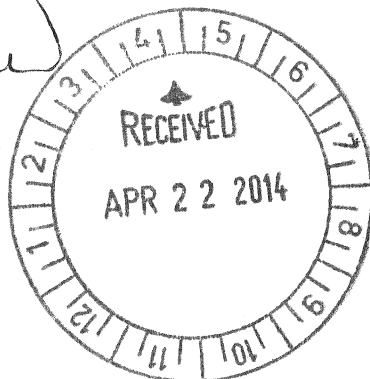
Sincerely,

Michael J. Romano

Michael J. Romano
Director

MJR/mac

Enclosure



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

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

Date 4-22-14

4.

Oneida County Department: Office for the Aging

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: U S Care Systems, Inc.

Title of Activity or Service: Home Health Care Agency

Proposed Dates of Operation: April 1, 2014 to March 31, 2015

Client Population/Number to be Served: Per Diem: authorized OFA/OCC clients, age 60 or older. Approximately 12,753 hours of personal care are provided to approximately 61 individuals through this contract. Individual hours average four hours per week

Summary Statements:

- 1) **Narrative Description of Proposed Services:** Personal Care Services
- 2) **Program/Service Objectives and Outcomes:** To provide personal care services to frail, disabled, homebound individuals who are limited in their activities of daily living.
- 3) **Program Design and Staffing Level:** N/A

Total Funding Requested: \$ 224,000.00

Oneida County Department Funding Recommendation: \$ Acct # 6774.49599

Proposed funding Source (Federal/State/County):

Federal – 0% State - 75% (\$168,000.00) County - 25% (\$56,000.00)

Cost per Client Served: \$17.25 per hour for homemaker/personal care (PCA Level II)
\$16.70 per hour for housekeeper/chore (PCA Level I)

Past Performance Data: Current provider of personal care services for OFA EISEP clients

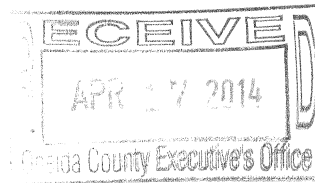
Oneida County Department Staff Comments:

ANTHONY J. PICENTE, JR., *County Executive*

JOHN R. KENT, Jr., *Commissioner*



Boehlert Center
at UNION STATION



(315) 798-5710

FAX (315) 798-5852

planning@ocgov.net

Oneida County Department of Planning

Boehlert Center at Union Station, 321 Main Street, Utica, NY 13501

April 16, 2014

FN 20 14-153

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

**ECONOMIC DEVELOPMENT
& TOURISM**

Anthony J. Picente, Jr.
County Executive

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

Date 4-21-14

WAYS & MEANS

Re: NYS Office of Community Renewal – 2014 Community Development Block Grant – Community Renewal Fund

Dear County Executive Picente:

The Mohawk Valley Regional Economic Development Council (MVREDC) was awarded \$7M from the New York State Office of Community Renewal in the 2013 Consolidated Funding Application Awards announcement in December, 2013. This funding, through the Community Development Block Grant (CDBG) Community Renewal Fund (CRF), allows municipalities to obtain assistance for Housing, Public Infrastructure and Economic Development projects that will benefit low- to moderate-income persons.

Based on requirements from the OCR and The HomeOwnership Center's success with several existing programs in the County, we intend to apply for **\$750,000** from the CRF to continue a **Housing Rehabilitation/Manufactured Home Replacement Program**. The proposed project for this year will provide housing rehabilitation/manufactured home replacement services for low income, frail elderly and/or disabled households of Oneida County.

Due to the OCR requirement that CDBG funding cannot be used in entitlement communities, the proposed funding for the Housing Rehabilitation/Manufactured Home Replacement Program will be for residents and communities outside of the Cities of Utica and Rome.

Since the OCR program does not require a local match, no Oneida County dollars will be expended on this project. Upon award of the OCR grant, The HomeOwnership Center will administer the Community Development Block Grant program on behalf of Oneida County.

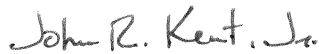
6.

Therefore, we respectfully request that you submit to the Oneida County Board of Legislators a request to authorize you to submit this application to the New York State Office of Community Renewal for CDBG CRF funding totaling \$750,000. Included in this resolution is the authorization to conduct the mandated public hearings on the Community Development Block Grant application, as required by the statutory requirements of the CDBG program, and, if awarded the grant, authorization to enter into an agreement with The HomeOwnership Center to administer the program.

Due to the rapidly approaching OCR application deadline of June 30, 2014, I am requesting an approval of these actions at their regular meeting on **May 14, 2014**.

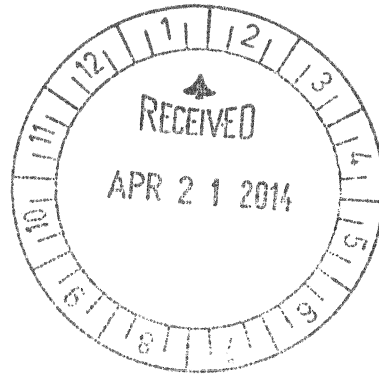
Should you have any questions regarding this matter please contact me.

Sincerely,



John R. Kent, Jr.
Commissioner of Planning

Cc: Edward Welsh
Emil Paparella
Rose Ann Convertino



7.

RE: AUTHORIZATION FOR ONEIDA COUNTY TO MAKE APPLICATION TO THE NEW YORK STATE OFFICE OF COMMUNITY RENEWAL (OCR) FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING TOTALING \$750,000 TO SUPPORT HOUSING EFFORTS IN ONEIDA COUNTY

WHEREAS, Oneida County Executive Anthony J. Picente, Jr., is in receipt of correspondence from John R. Kent, Jr., Commissioner of Planning, requesting submittal of an application by Oneida County to the State of New York Office of Community Renewal (OCR) for Community Development Block Grant (CDBG) Community Renewal Fund (CRF) direct grants totaling \$750,000, and

WHEREAS, These Community Development Block Grant funds will provide funding assistance to continue the Housing Rehabilitation/Manufactured Home Replacement Program in Oneida County. The program will provide housing rehabilitation/manufactured home replacement services for low income, frail elderly and/or disabled homeowners, and

WHEREAS, The CDBG program requires the holding of two public hearings by the County, a minimum of one prior to the submission of said application to obtain the views of citizens regarding the proposed application, and one following the award to report on project accomplishments, and

WHEREAS, The CDBG program requires that the Community Development Block Grant application must comply with the program requirements set forth in 24 CFR Part 570 and 85, as amended, now, therefore, be it hereby

RESOLVED, That Oneida County Executive Anthony J. Picente, Jr., is authorized to submit the application and amendments thereto and all understandings and assurances contained therein, and is further authorized to act in connection with the application to provide such additional information as may be required to request and implement said funds, and it is further

RESOLVED, That the Oneida County Executive is authorized and directed to hold any required public hearing and execute all documents and certifications required as part of the submission of the application, and it is further

RESOLVED, That the County Executive is hereby authorized to execute such documents as may be required in order to implement the program and hold the required public hearing if the application is approved and enter into agreements with beneficiaries of the funds.

APPROVED: Ways & Means Committee

DATED:

Adopted by the following vote:

AYES ___ NAYS ___

8.



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

April 21, 2014

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

FN 20 14-157

AIRPORT

RE: Appointment of Russell O. Stark

WAYS & MEANS

Honorable Members:

After a review of candidates applying for the position of Aviation Commissioner for Oneida County and pursuant to Article IX, Section 901 of the Oneida County Charter, I hereby appoint Russell O. Stark to be the Commissioner of Aviation for Oneida County.

Mr. Stark comes to us with an extensive background in managing and operating Airfields in the United States and overseas. Mr. Stark has coordinated Aviation operations in a three state region and has supervised government and civilian personnel, operations and air traffic personnel and has experience with preparing and managing budgets.

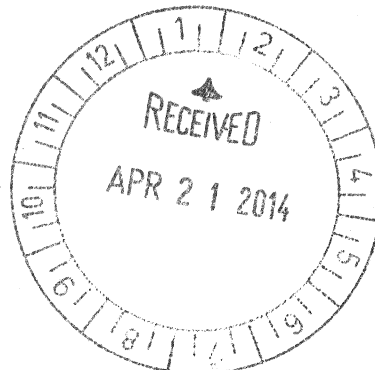
Mr. Stark's career demonstrates proficiency in change management, strategic planning and innovative resource management.

I ask the Board of Legislators to confirm the appointment of Russell O. Stark, to the position of Oneida County Commissioner of Aviation at a grade of H49, Step 2.

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

Very truly yours,

Anthony J. Picente Jr.
Oneida County Executive



9.

Russell Stark DESCRIPTION OF EXPERIENCE for Commissioner of Aviation Position

Dates Employed	Employer	Address	City and State
05/2012 to 03/2014	Systems Studies & Simulation, Inc.	615 Discovery Dr.	Huntsville, AL

Job Title(s): Task Lead/Senior Analyst/Senior Instructor Pilot
Researched, developed and briefed two aviation force development studies for a U.S. Army Major Command. Assisted in revising the Flight Operations Procedure (FOP) for the multi-million dollar CH-47F New Equipment Training Program.

Dates Employed	Employer	Address	City and State
10/1980 to 04/2012	U.S. Army:	Multiple locations	

Job Title: Multiple positions, culminating as the Deputy Chief of Airspace Command and Control, Aviation Operations and Plans, Fort Riley, KS

Describe specific work performed and job responsibilities:

- Supervised 11 operations and air traffic personnel while providing oversight of all manned and unmanned air operations operating in installation air space supporting 19,000 personnel.
- Key advisor on multiple new equipment and new facility working groups providing operational and technical advice.
- Prepared and conducted briefings to senior executives, congressional liaisons and city officials concerning ongoing initiatives and provided courses of action for designated projects.
- Directly supervised two remote facilities valued at more than \$500 million and populated by 16 U.S. citizens and a labor force of 125 local nationals.
- Responsible for contractor oversight concerning security, lodging, recreation facility, housing, maintenance facilities, dining facilities and store operations.
- Principle advisor on an 18 aircraft \$229 million Foreign Military Sales program.
- Provided recommendations and technical advice to an allied nation Air Force during the planning phase of \$25 million airfield upgrades.
- Improved supply discipline by identifying over 30 lines of excess equipment.
- Managed budgets totaling over \$415,000 with 100% accountability of funds.
- Managed Team administrative and logistical support within a foreign nation.
- Directly supervised 11 personnel, the safety program for an organization of 30 personnel and the operation of an Army Airfield with over 1780 movements annually.
- Developed and managed two budgets worth over \$450,000 with 100% accountability of funds.
- Recognized by government and civilian agencies for providing ground facility and aviation support to fire fighters during a community wide emergency.
- Managed the HAZCOM, BASH programs and conducted pre-accident and hazardous spill exercises to test and validate the organizational/airfield pre-accident plan.
- Supervised the accurate maintenance of the organizations hand receipts and property book worth over \$200 million.
- Coordinated aviation operations in a three state region

Related ratings or experience: Aviation Safety Officer Course, HAZWOPER Operations Level II, Equal Opportunity Trainer/Facilitator Course, Lean Six Sigma Yellow Belt, Multi-engine fixed wing and rotary wing pilot. Master of Aeronautical Science and Master of Business Administration Degrees

Personal: Graduated from Holland Patent High School, 1980. Married, with one son and two grand children residing in Virginia Beach, VA.

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE



PHYLLIS D. ELLIS, BSN, MS, F.A.C.H.E.
DIRECTOR OF HEALTH

ADMINISTRATION

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

April 25, 2014

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
FN 20 14 - 155
HEALTH & HUMAN SERVICES
WAYS & MEANS
Anthony J. Picente, Jr.
County Executive

Date 4-25-14

Dear Mr. Picente:

Re: HRI contract number: 4762-01

Attached are three (3) copies of an Agreement between Oneida County through its Health Department and Health Research, Inc.

Oneida County Health Department is seeking an electronic billing system that will have a single point data entry, incorporate with or exist as an electronic health record system, allowing the Health Department to interface with our contracted biller and integrate immunization information with NYSIIS. This system which will be focused on public health programs will allow for increased efficiency and cost savings. In addition, we will seek a certified EHR consultant, which will assist us in attaining Meaningful Use. Once attained, the Meaningful Use incentives monies will support the initial cost of the EHR system.

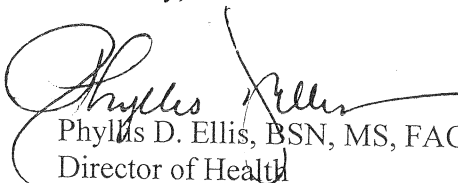
The term of this Agreement shall commence on September 1, 2013 and remain in effect through August 31, 2014. Reimbursement to Oneida County is in the amount of \$22,500 and is 100% state funded.

The reason this Agreement is being forwarded for signature after the commencement date is due to late receipt of Agreement from Health Research, Inc. and processing delays.

This is not a program mandated by Public Health Law.

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

Sincerely,


Phyllis D. Ellis, BSN, MS, FACHE
Director of Health

attachments
ry



11.

Oneida County Department: Public Health

Competing Proposal: _____

Only Respondent: _____

Sole Source RFP: _____

Other: X

NAME AND ADDRESS OF VENDOR: Dr. Debra S. Blog
Health Research, Inc.
Riverview Center
150 Broadway, Suite 560
Menands, New York 12204

SUMMARY STATEMENT: (HRI Contract Number: 4762-01) Oneida County Health Department is seeking an electronic health record (EHR) system allowing us to interface with our contracted biller and integrate immunization information with NYSIIS. This system which will be focused on public health programs will allow for increased efficiency and cost savings. In addition, we will seek a certified EHR consultant which will assist us in attaining meaningful use. Once attained, the meaningful use incentives monies will support the initial cost of the EHR.

Oneida County utilizes a contractual billing service for the immunization program. In addition to billing for the immunization program, this agency bills for tuberculosis and HIV programs. We have used this program for three years, and it resulted in billing efficiencies and increased revenue for the department. In addition to billing, this agency performs provider credentialing, contract negotiations, coding updates and monthly financial reports. Through this contractual agreement, this agency was able to bring a billing knowledge and expertise that was lacking in the department. Despite these gains, the system is lacking in the following ways: data entry is performed off site and billing records are retained off site for one year, thus, when information is needed, reports are not always timely or in desired format. Important questions are not always answered in a timely manner. In addition to this, the other divisions in the department use various billing systems.

DATES OF OPERATION: September 1, 2013 through August 31, 2014

TOTAL FUNDING REQUESTED: \$22,500 100% grant funded

X NEW RENEWAL AMENDMENT APPLICATION

Expense Account: A4089.495

Revenue Account: A3408

12.



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

April 17, 2014

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

FN 20 14-156

PUBLIC WORKS

Honorable Members:

WAYS & MEANS

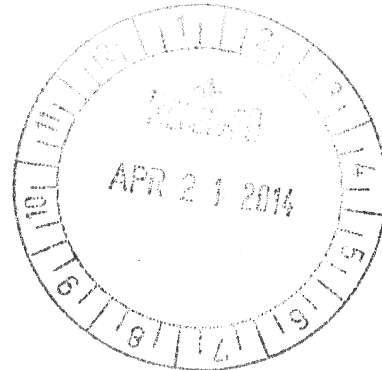
The Commissioner of Public Works has informed me of two urgent and unanticipated projects which must be completed this summer in order to avoid a disaster next winter. These unanticipated projects have depleted the funds in the Comprehensive Building Improvement Program (H-473). As a result it is necessary to request a supplemental appropriation from the Fund Balance Reserve – Pay As You Go. This additional funding will enable the Commissioner of Public Works to complete or at least start the other projects which were originally slated to be expensed out of the original funding.

I therefore request your Board approval for an amendment to **Capital Project H-473 – Comprehensive Building Improvements Program:**

	<u>CURRENT</u>	<u>CHANGE</u>	<u>PROPOSED</u>
Bonding	\$ 2,200,000.	\$ 00.	\$2,200,000.
Transfer from Genl. Fund	\$ 230,000.	\$ 00.	\$ 230,000.
FB-Pay-As-Yu-Go 889/889-19	\$ 00.	\$ +871,000.	\$ 871,000.
TOTAL:.....	\$2,430,000.	\$ +871,000	\$3,301,000.

Respectfully submitted,

Anthony J. Picente, Jr.
Oneida County Executive



Attach.

- CC: County Attorney
- Comptroller
- Budget Director
- Commissioner of Aviation

13.

ONEIDA COUNTY DEPARTMENT OF PUBLIC WORKS

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

DENNIS S. DAVIS
COMMISSIONER



DIVISIONS:
BUILDINGS & GROUNDS
ENGINEERING
HIGHWAYS, BRIDGES & STRUCTURES
REFORESTATION

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

April 14, 2014

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



Dear County Executive Picente,

The following unanticipated projects have depleted funding in Capital Project H-473, Comprehensive Building Improvement Program.

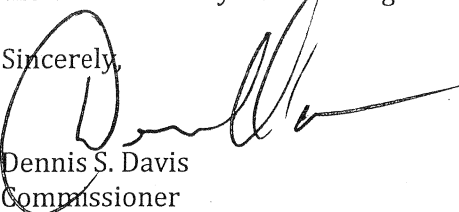
Project Description	Cost
Oneida County Office Building Boiler Replacement	\$844,267.00
Oneida County Office Building Floor Tile Replacement, 1 st Floor	\$128,000.00
Total Cost	\$972,267.00

The following critical projects must be completed in 2014. Failure to complete these projects may result in irreparable damage, building closure, and/or inability to provide critical services (snow & ice control).

Project Description	Estimate Cost
6000 Airport Road - Salt Storage Facility Rehabilitation	\$500,000.00
120 Airline Street - Parking Lot Repairs/Repaving	\$150,000.00
800 Park Ave - Elevator Room A/C Unit Replacement	\$30,000.00
800 Park Ave - Fuel Oil Transfer System	\$21,000.00
321 Main St. - Reconfigure 2nd & 3rd Floor HVAC Fan Rooms	\$50,000.00
321 Main St. - Boiler & Pump Repair	\$30,000.00
6000 Airport Road - Boiler Repair & Feed Water Treatment System	\$10,000.00
Contingency	\$80,000.00
Total Cost	\$871,000.00

I respectfully request an \$871,000.00 budget increase and supplemental appropriation in Capital Project H-473, Comprehensive Building Improvement Program. This request is necessary because of unanticipated expenditures including boiler and flooring replacement projects at the Oneida County Office Building. Timing is critical. Therefore, if you concur please forward this request to the Oneida County Board of Legislators for Consideration on May 14, 2014.

Sincerely,


Dennis S. Davis
Commissioner

cc: Mark E. Laramie, PE, Deputy Commissioner

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


Anthony J. Picente, Jr.
COUNTY EXECUTIVE

Date 4-21-14 14.

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

April 1, 2014

FN 20 14-157

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

PUBLIC WORKS WAYS & MEANS

Dear County Executive Picente,

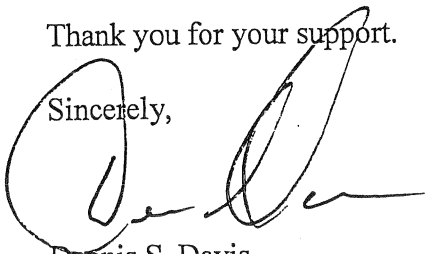
Oneida County has developed a plan to provide additional and much needed parking adjacent to the Oneida County Office Building. This plan includes acquisition and redevelopment of property located at 232 Elizabeth St., 250 Elizabeth St., and 602 John St. The 2013 Oneida County Capital Budget includes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

On March 17, 2014, Frank J. Maurizio signed a contract for purchase and sale property located at 250 Elizabeth St., Utica, NY (Tax Map # 318.51-1-59). The agreed upon purchase price of \$175,000.00 was determined via a real estate appraisals commissioned by Oneida County and the property owner.

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.

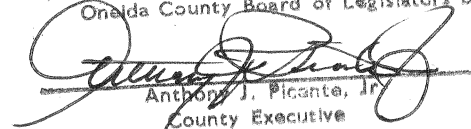
Sincerely,



Dennis S. Davis
Commissioner

cc: Mark E. Laramie, PE, Deputy Commissioner

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



Anthony J. Picente, Jr.
County Executive

Date 4-22-14

15.

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

ONEIDA COUNTY BOARD OF LEGISLATORS

Name of Proposing Organization: Frank J. Maurizio
250 Elizabeth Street
Utica, NY 13501

Title of Activity or Service: Sale of Rea Estate

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 March 17, 2014, Frank J. Maurizio signed a contract for purchase and sale property located at 250 Elizabeth St., Utica, NY (Tax Map # 318.51-1-59). The agreed upon purchase price of \$175,000.00 was determined via a real estate appraisals commissioned by Oneida County and the property owner.

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

3) Program Design and Staffing: N/A

Total Funding Requested: \$175,000.00 Account #: H-402

Oneida County Dept. Funding Recommendation: \$175,000.00

Proposed Funding Sources (Federal \$/ State \$/County \$): \$175,000.00 County

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: None

16.

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 designated as "PURCHASER"

Frank J. Maurizio
Seller's Name

County of Oneida, New York
Purchaser's Name

250 Elizabeth Street
Address
Utica, New York 13501

800 Park Avenue
Address
Utica, NY 13501

Attorney (phone)

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

1. **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.

2. **GENERAL DESCRIPTION:** The real property situated in the City of Utica, County of Oneida, State of New York, locally known as: 250 Elizabeth Street (tax map no. 318.51-1-59) (for a more particular description, reference is hereby made to the deed of conveyance), being a .183± acre lot, together with the improvements thereon erected.

3. **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.

4. **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: One hundred seventy-five thousand and No/100 Dollars \$175,000.00

Payable as follows:

a. \$175,000.00 Balance due at closing.

b. \$175,000.00 TOTAL PURCHASE PRICE

17.

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 insurable 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 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 uninsurable.

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 the office of the purchaser's attorney on or about July 31 , 2014 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 and are attached hereto as addenda (Place an X for applicable contingency.)

- | | | |
|---|---|---|
| A. <input type="checkbox"/> Water Test | F. <input type="checkbox"/> Structural Report | K. <input type="checkbox"/> Pest Inspection |
| B. <input type="checkbox"/> Septic System | G. <input type="checkbox"/> FHA or VA Mortgage | L. <input type="checkbox"/> Other |
| C. <input type="checkbox"/> 48 Hour Notice | H. <input type="checkbox"/> Survey | M. <input type="checkbox"/> Attorney Review |
| D. <input type="checkbox"/> Purchase Money Mortgage | I. <input type="checkbox"/> Hazardous Materials | N. <input type="checkbox"/> Lead |
| E. <input type="checkbox"/> Governmental Approvals | J. <input type="checkbox"/> Radon Inspection | |

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 _____ day of December, 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 not 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

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.

March 17, 2014

Date

[Signature]

SELLER

Witness

SELLER

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

March 14, 2014

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

FN 20 14-158

PUBLIC WORKS WAYS & MEANS

Dear County Executive Picente,

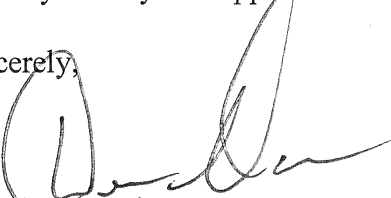
Oneida County has developed a plan to provide additional and much needed parking adjacent to the Oneida County Office Building. This plan includes acquisition and redevelopment of property located at 232 Elizabeth St., 250 Elizabeth St., and 602 John St. The 2013 Oneida County Capital Budget includes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

On September 4, 2013, Jean Mauro signed a contract for purchase and sale property located at 602 John St., Utica, NY (Tax Map # 318.51-1-60). The agreed upon purchase price of \$270,000.00 was determined via a real estate appraisals commissioned by Oneida County and the property owner.

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.

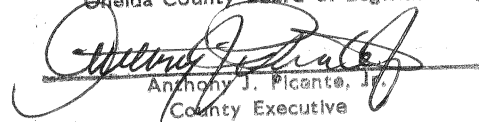
Sincerely,



Dennis S. Davis
Commissioner

cc: Mark E. Laramie, PE, Deputy Commissioner

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



Anthony J. Picente, Jr.
County Executive

Date 4-22-14

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

ONEIDA COUNTY BOARD OF LEGISLATORS

Name of Proposing Organization: Dominick A. & Jean M. Mauro
602 John Street
Utica, NY 13501

Title of Activity or Service: Sale of Rea Estate

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, Jean Mauro signed a contract for purchase and sale property located at 602 John St., Utica, NY (Tax Map # 318.51-1-60). The agreed upon purchase price of \$270,000.00 was determined via a real estate appraisals commissioned by Oneida County and the property owner.

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

3) Program Design and Staffing: N/A

Total Funding Requested: \$270,000.00 Account #: H-402

Oneida County Dept. Funding Recommendation: \$270,000.00

Proposed Funding Sources (Federal \$/ State \$/County \$): \$270,000.00 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 designated as "PURCHASER"

Dominick A. & Jean M. Mauro
Seller's Name

County of Oneida, New York
Purchaser's Name

602 John Street
Address
Utica, NY 13501

800 Park Avenue
Address
Utica, NY 13501

Attorney (phone)

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

1. **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.

2. **GENERAL DESCRIPTION:** The real property situated in the City of Utica, County of Oneida, State of New York, locally known as: 602 John Street (tax map no. 318.51-1-60) (for a more particular description, reference is hereby made to the deed of conveyance), being a .279± acre lot, together with the improvements thereon erected.

3. **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.

4. **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 Seventy Thousand Dollars and No/100 \$270,000.00

Payable as follows:

a. \$270,000.00 Balance due at closing.

f. \$270,000.00 TOTAL PURCHASE PRICE

6. **MORTGAGE CONTINGENCIES:** NOT APPLICABLE

22.

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 the Oneida County Law Department, 800 Park Avenue, 10th Floor, Utica, NY on or about May 1, 2014 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 and are attached hereto as addenda (Place an X for applicable contingency.) **THIS OFFER IS CONTINGENT**

23.

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.

- A. Water Test
- B. Septic System
- C. 48 Hour Notice
- D. Purchase Money Mortgage
- E. Governmental Approvals
- F. Structural Report
- G. FHA or VA Mortgage
- H. Survey
- I. Hazardous Materials
- J. Radon Inspection
- K. Pest Inspection
- L. Other
- M. Attorney Review
- N. Lead

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 26th day of February, 2014. 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

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.

2-24-14
Date

[Signature]
SELLER

2-24-14
Witness

[Signature]
SELLER

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

February 20, 2014

FN 20 14-159

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

PUBLIC WORKS WAYS & MEANS

Dear County Executive Picente,

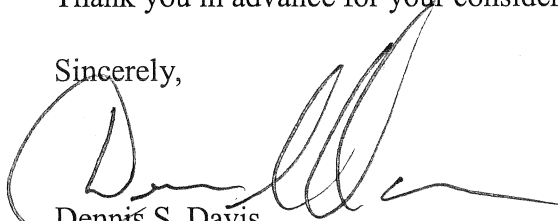
Attached is a sample copy of a mowing agreement that Oneida County has with various towns and the City of Rome to mow County roads within their municipality. I have also included a chart with the breakdown of mileage, payments and or trade of services for payment for the towns interested in the agreements.

Under the proposed Mowing Agreement, the municipalities will receive \$375 per centerline mile and one town that has a County mower attached to their tractor will receive \$325 per centerline mile.

If you concur with this request, please forward to the Public Works and Ways and Means Committees for approval with presentation to the full Board at their earliest convenience.

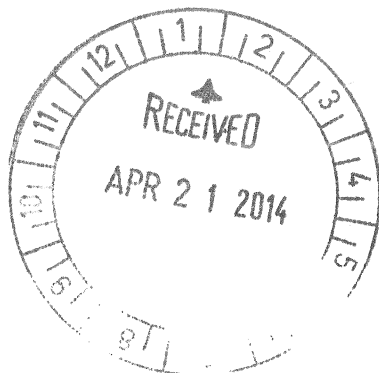
Thank you in advance for your consideration.

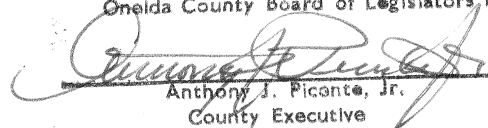
Sincerely,



Dennis S. Davis
Commissioner

DSD/ck
Enclosure(s)



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

Anthony J. Picente, Jr.
County Executive
Date 4-21-14

25.

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name of Proposing Organization: Various Municipalities in Oneida County

Title of Activity or Service: Roadside Mowing Agreements with Town & the City of Rome for the 2014 Construction Season.

Proposed Dates of Operation: To commence May 15, 2014 – November 1, 2014.

Client Population/Number to be Served: Oneida County Residents and those who travel on Oneida County Roads.

Summary Statements

1) Narrative Description of Proposed Services: Participating Municipalities to mow said County Roads & right-of-ways per Agreements.

2) Program/Service Objectives and Outcomes:

3) Program Design and Staffing:

Total Funding Requested: 154,661.00 **Account #:** D5110.495

Oneida County Dept. Funding Recommendation:

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

Cost Per Client Served:

Past Performance Data:

O.C. Department Staff Comments: This program is an effort to utilize existing resources to accomplish a common goal. \$375.00 per mile & \$325.00 per mile – New Hartford using County equipment. The miles of the County Highways in each participating municipality differ and some Municipalities trade mowing services for striping services provided by OC DPW on Town Roads.

26.

ROADSIDE MOWING AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 20__ by and between the County of Oneida, a municipal corporation organized and existing pursuant to the laws of the State of New York, hereinafter referred to as "County" and the Town of AVA, a municipal corporation organized and existing pursuant to the laws of the State of New York, hereinafter called "Town".

WHEREAS, the County proposes the Town perform roadside mowing on the improved County road system located within the geographical boundaries of Town for an agreed-upon price and pursuant to agreed-upon terms and conditions, and

WHEREAS, the Town Board of the Town has adopted a resolution authorizing the Town to enter into this Agreement and thereby accepting the proposal of the County, now, therefore

In consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, County and Town agree as follows:

1. The term of this Agreement shall be from May 15, 2014 to November 1, 2014.
2. The Town will furnish machinery and labor to perform roadside mowing on the improved County road system located within the geographical boundaries of Town (hereinafter the "Roads").
 - a) The Town will keep the Right of Way portions of the Roads mowed in accordance with the rules and regulations as set forth by the County, said rules and regulations made a part hereof.
 - b) The Town will mow said Roads a total of three times specified as follows:
 - i) The first pass shall be one pass to the ditch and around all intersections and driveways
 - ii) The second pass shall include all of the County Right of Way as practical
 - iii) The third pass shall be optional and will involve one pass to the ditch and around all intersections and driveways. The need for a third pass shall be determined by the County's Deputy Commissioner of Public Works or designee(s).
3. The County may loan equipment to the Town for the performance of roadside mowing pursuant to this Agreement, including but not limited to a tractor-mower.
 - a) The Town is responsible for the upkeep of any loaned County equipment.
 - b) The County makes no warranty of fitness or usability related to any loaned County equipment.
 - c) During the time any loaned County equipment is in the possession of the Town, said equipment shall be added to Town's list of property insured by Town, by a policy or policies written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York. Town shall provide a certificate or certificates of insurance showing the property insured by the Town prior to the use of the loaded equipment, and said certificate or certificates shall provide that such coverage shall not be terminated without prior written notice to the County at least fifteen (15) days prior to said termination.

4. The parties hereby agree that the Roads consist of 15.76 miles of the improved County road system located within the geographical boundaries of Town, as set forth in the map attached hereto and made a part hereof as Exhibit 1.
5. The County shall pay the Town the sum of \$375.00 per mile, for a total cost not to exceed \$5,910.00.
6. The County reserves the right to withhold payment under this Agreement and to correct any conditions in any way which do not meet requirements and deduct the cost of this work from the amounts due under this Agreement.
7. The Town further shall save the County harmless from all claims for labor or materials used in the Town's performance under this Agreement.
8. The Town shall secure and maintain safe work sites, equipment and conditions in accordance with all requirements of state and federal law.
9. The Town shall secure all permits required to perform its duties under this Agreement and will comply with all applicable federal, state, county and municipal laws, rules, ordinances and regulations.
10. The Town agrees that it shall defend, indemnify and hold harmless the County from and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgments arising from property damage, personal injuries or death to persons arising from or out of the work of the Town and its agents, servants or employees, and from any loss or damage arising from the acts or failure to act or any default or negligence by the Town or failure on the part of the Town to comply with any of the covenants, terms or conditions of this agreement. The Town shall not be required to defend and indemnify the County against claims alleging negligent acts of commission or omission attributable solely to the County, including claims alleging negligent design or signing of the Roads.
11. The Town agrees that it will, at its own expense, at all times during the term of this Agreement, procure and maintain in force policies of insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against liability for the services to be performed under the agreement. The Town agrees to have the County named as additional insured on a primary basis to said policies, and to provide the County with certificates from said insurance company or companies showing the County as additional insured prior to the execution of this Agreement, and to provide that such coverage shall not be terminated without prior written notice to the County at least fifteen (15) days prior to said termination. Specific Insurance minimum requirements shall be in accordance with the schedule attached hereto as Exhibit "2".
12. The Town agrees that it will, at its own expense, at all times during the terms of this Agreement, procure and maintain in force a policy of insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against claims under the Worker's Compensation Act.
13. The Town covenants and agrees that its officers, agents, directors, employees or members, in accordance with the status of the Town as an independent entity, will conduct themselves consistent with such status; that they shall neither hold themselves out as, nor claim to be, officers or employees of the County, nor shall they make any claim, demand or application to, or for, any right

or privilege applicable to any officer or employee of the County, including but not limited to Worker's Compensation coverage, unemployment insurance benefits, Social Security coverage or retirement membership credit.

14. No provision of this Agreement shall be deemed to have been waived by either party, unless such waiver shall be set forth in a written instrument executed by such party. Any waiver by any of the parties to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of that or any other provision, unless explicitly stated otherwise.
15. No assignment by any of the parties to this Agreement of any rights, including rights to monies due or to become due under this Agreement or delegation of any duties under this Agreement, shall be binding upon the parties until their written consent has been obtained.
16. If any provision of this Agreement or any part thereof is or becomes void or unenforceable by force or operation of law, the parties agree that the Agreement shall be reformed to replace the stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Further, the parties agree that all other provisions shall remain valid and enforceable.
17. Oral statements and understandings are not valid or binding, and neither this Agreement nor any other shall be changed or modified except by a writing signed by all parties.
18. In performing under this Agreement, all applicable governmental laws, regulations, orders, ordinances and other rules of duly constituted authority will be followed and complied with in all respects by all parties.
19. This agreement shall be construed and enforced in accordance with the laws of the State of New York.
20. This Agreement contains the binding agreement between the parties and supersedes all other agreements and representations, written or oral, on the subject matter of this Agreement.
21. All exhibits to which reference is made are deemed incorporated in this Agreement, whether or not actually attached.
22. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument.

COUNTY OF ONEIDA

By: _____
Dennis S Davis, Commissioner
Oneida County DPW

COUNTY OF ONEIDA

By: _____
Anthony J. Picente Jr.
Oneida County Executive

TOWN OF AVA

By: _____
Supervisor

By: _____
Highway Supt.

APPROVED AS TO FORM

By: _____

Oneida County Attorney

Sample



ONEIDA COUNTY OFFICE OF THE COUNTY EXECUTIVE

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

April 17, 2014

Board of Legislators
800 Park Avenue
Utica, NY 13501

FN 20 14 - 160
PUBLIC WORKS

WAYS & MEANS

Dear Honorable Members,

On July 10, 2013 the Board of Legislators approved Resolution #226. This legislation gave approval to the County to provide \$323,900 of matching funds if Oneida County was awarded any grants to help renovate the Railway Express Agency Building (REA) at Union Station.

Oneida County has been awarded two (2) grants for the restoration process at the REA wing. One grant reward is a \$200,000 incentive from Empire State Development and the other grant is a \$300,000 reward from New York State Office of Parks, Recreation and Historic Preservation.

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

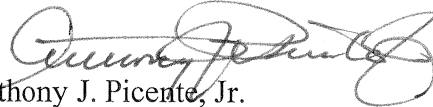
A.) Establishment of Capital Project H-505 – REA at Union Station Renovation Project, and

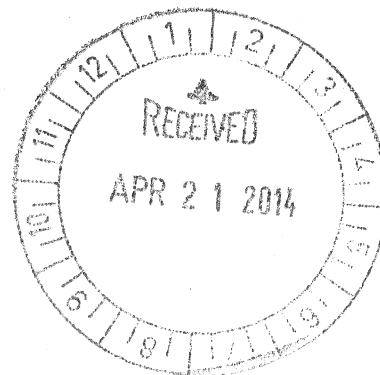
B.) Funding for Capital Project H – 505 as follows:

H – 505 - State Aid / ESD.....	\$	200,000.
H – 505 - State Aid / NYS Office of Parks..	\$	300,000.
H – 505 - 889/889/19 Fund Balance	\$	323,900.
Total Funding	\$	823,900.

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

Very truly yours,


Anthony J. Picente, Jr.
Oneida County Executive



CC:

Commissioner of DPW
Comptroller
County Attorney
Budget

31.

ONEIDA COUNTY DEPARTMENT OF PUBLIC WORKS

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

DENNIS S. DAVIS
COMMISSIONER



DIVISIONS:
BUILDINGS & GROUNDS
ENGINEERING
HIGHWAYS, BRIDGES & STRUCTURES
REFORESTATION

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

April 17, 2014

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

Dear County Executive Picente,

Oneida County has been awarded two (2) grants for restoration of the Railway Express Agency Building (REA) at Union Station. A \$200,000 incentive was received from Empire State Development and a \$300,000 grant was received from the NYS Office of Parks, Recreation and Historic Preservation. Award letters are enclosed.

Both awards are contingent on a local match. On July 10, 2013 the Oneida County Board of Legislators passed Resolution No. 226 that states Oneida County will provide a \$323,900 local match.

I respectfully request creation of a Capital Project titled Railway Express Agency Building Restoration with a total budget of \$823,900. Funding sources would be as noted above.

Thank you for your support.

Sincerely,

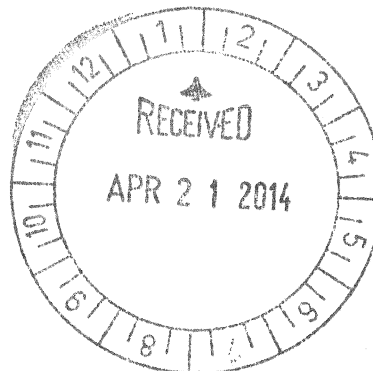
Dennis S. Davis
Commissioner

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

Anthony J. Picente, Jr.
County Executive

Date 4-21-14

cc: Mark E. Laramie, PE, Deputy Commissioner



32.

Empire State Development

December 19, 2013

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

Re: REA Wing, CFA #28060

Dear Anthony J. Picente, Jr.:

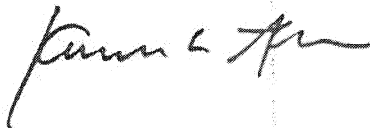
In 2011, Governor Cuomo launched the Regional Economic Development Councils and the Consolidated Funding Application (CFA) to provide each region with the tools to create and implement their own roadmap for economic prosperity and job creation. This community-based model uses local assets to drive local economic growth and has resulted in unprecedented partnerships and collaboration that are building a reinvigorated economy.

After two successful rounds, the 2013 CFA made \$750 million in economic development resources available from 26 programs across thirteen state agencies. The agency programs provide resources for projects focused on community development and job creation, tourism, waterfront revitalization, energy and environmental improvements, sustainability, and low-cost financing. Empire State Development is proud to have contributed over \$235 million to this year's Consolidated Funding Application.

We are pleased to inform you that Oneida County has been awarded an estimated amount of up to \$200,000 in ESD Grant Funds. ESD's Mohawk Valley Regional Office will contact you to clarify specifics about the project in order to issue a formal Incentive Proposal. The Incentive Proposal, which must be signed and returned to ESD, will outline funding requirements, including next steps, disbursement terms, minority- and women-owned business hiring goals, employment requirements, environmental and historic preservation review requirements, and other terms and conditions required by the ESD funding processes. Grant funding must be approved by the ESD Directors, which typically occurs at the time of project completion, and funds are disbursed in arrears, as reimbursement for expenses undertaken. Please note that if you applied for funding from other ESD programs, funds were not awarded. If you applied for funding from other agencies, you will receive information from those agencies separately.

Congratulations, and we look forward to working with you on this important project.

Best regards,



Kenneth Adams
President & CEO, Empire State Development
Commissioner, NYS Department of Economic Development

cc: Susan Shaffer
Kenneth Tompkins



NEW YORK STATE
OFFICE OF PARKS, RECREATION AND HISTORIC PRESERVATION

ROSE HARVEY
Commissioner

ANDREW M. CUOMO
Governor

December 18, 2013

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

Dear Mr. Picente:

In 2011, Governor Cuomo launched the Regional Economic Development Councils and the Consolidated Funding Application (CFA) to provide each region with the tools to create and implement their own roadmap for economic prosperity and job creation. This community-based model uses local assets to drive local economic growth and has resulted in unprecedented partnerships and collaboration that are building a reinvigorated economy.

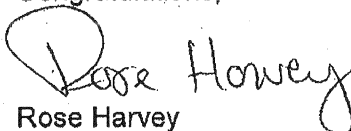
After two successful rounds, the 2013 CFA made \$750 million in economic development resources available from 26 programs across 13 state agencies. The agency programs provide resources for projects focused on community development and job creation, direct assistance to business, waterfront revitalization, energy and environmental improvements, sustainability and low-cost financing. The New York State Office of Parks, Recreation and Historic Preservation is proud to have contributed \$13,257,493 to this year's Consolidated Funding Application.

I am pleased to inform you that a matching grant of **\$300,000.00** has been reserved from the Municipal Grant program for the **Railway Express Agency Wing at Union Station**.

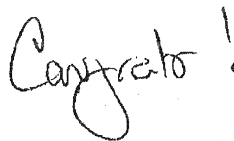
Our agency will contact you to clarify specifics about the project, including next steps, disbursement terms, minority- and women-owned business hiring goals, employment requirements, environmental and historic preservation review requirements, and other terms and conditions. I urge you to work closely with our program staff and not to begin work on your project until appropriate contract conditions have been satisfied.

We look forward to working in partnership with you to expeditiously advance your project.


Congratulations,



Rose Harvey
Commissioner



Albany, New York 12238
518-474-0443 • Fax: 518-474-1365

 printed on recycled paper

34.



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

April 25, 2014

FN 20 14-161

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

WAYS & MEANS

Dear County Executive Picente:

Attached please find correspondence from Commissioner of Public Works, Dennis Davis requesting extended sick leave with pay for J. Frederick Klis, Heavy Equipment Operator with Department of Public Works.

Mr. Klis began his employment with Oneida County on November 6, 2001 and has 13 years of service with Oneida County. According to Oneida County Personnel Rules, he may be granted up to forty (40) 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 forwarded to the Board of Legislators for their consideration at their next meeting.

Sincerely,

John P. Talerico
Commissioner of Personnel

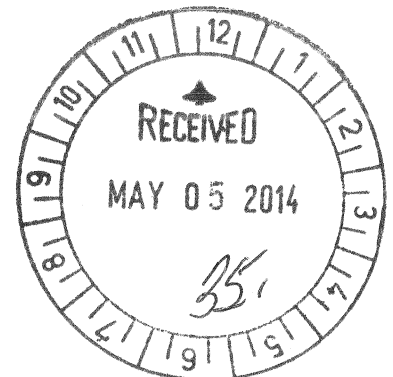
Attachment

Cc: Dennis Davis
J Frederick Klis

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

Anthony J. Picente, Jr.
County Executive

Date 5/5/14



ANTHONY J. PICENTE JR.
County Executive

DENNIS S. DAVIS
Commissioner



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

Oneida County Department of Public Works

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

April 24, 2014

John Talerico
Commissioner of Personnel
800 Park Avenue
Utica, New York 13501

Dear Commissioner Talerico:

I am writing on behalf of J. Frederick Klis (employee id 18678), who is a Heavy Motor Equipment Motor Operator with the Department of Public Works in the Division of Highways and Bridges. Due to a recent injury Mr. Klis has depleted his time bank and is asking for an extension of forty (40) days of sick leave.

Mr. Klis began his employment with Oneida County on November 28, 2001, and according to the Oneida County Department of Personnel Rules, he may be granted forty (40) 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.

I am asking that this request be forwarded to the County Executive and subsequently to the Oneida County Board of Legislators for their consideration to be heard at their regularly scheduled meeting.

If additional information is needed, please contact my office.

Thank you.

Sincerely,

Dennis S. Davis
Commissioner

DSD/mp

cc: Anthony J. Picente, Jr.
Oneida County Executive

36



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

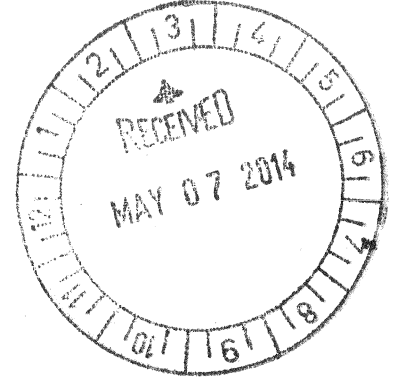
PETER M. RAYHILL
COUNTY ATTORNEY

May 6, 2013

FN 20 14 - 162

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

WAYS & MEANS



RE: Claim of Howard et al v. Soldato

Dear Mr. Picente:

I enclose herewith a letter from Attorney David A. Bagley, counsel to Oneida County in the above referenced claim, recommending that the County agree to pay \$15,059.62 as a final payment for fees and expenses in connection with their monitoring compliance pursuant to the terms and conditions of the Stipulation of Order settling the litigation. As stated by Mr. Bagley, this amount will cover the activities of the plaintiff's attorneys and their staff through March 2, 2013 through March 14, 2014.

I agree with the recommendation made by Mr. Bagley. The payment of the plaintiffs' attorneys' fees was included in the Stipulation and Order in this matter. The latest statement of services was for \$16,592.62. Mr. Bagley negotiated those fees down to the \$15,059.62 figure. At the Ways and Means committee on April 9, 2014 Mr. Bagley was granted the authority to settle the fee request for a figure not to exceed \$15,750.00. We would be happy to appear before you and the Board to answer any questions related to this settlement.

I ask that you forward this proposal to the Board of Legislators for their approval at their **May 14, 2014** regular session.

Thank you.

Very truly yours,

Peter M. Rayhill
County Attorney

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

Anthony J. Picente, Jr.
County Executive

Date 5/7/14

Cc: David Bagley, Esq.
Lucille Soldato, Commissioner of Social Services
John Herbowy, Esq.

KERNAN PROFESSIONAL GROUP, LLP

1310 Utica Street
P.O. Box 750
Oriskany, New York 13424
Telephone: (315) 736-0810

David A. Bagley, Attorney
Of Counsel
Also Admitted in Colorado,
Oklahoma and Oregon

Facsimile: 315-736-8731
Email: dab@kernanllp.com
Direct Line: 315-235-1415

Via E-Mail

Privileged Attorney-Client Communication and Work Product

May 2, 2014

Peter M. Rayhill, Esq.
County Attorney
Oneida County Office Building
800 Park Avenue
Utica, New York 13501

Re: Claim of Howard *et al.* v. Soldato, Commissioner
Case Number 6:10-cv-1557, United States District Court, Northern District of New York

Dear Peter:

As shown by the accompanying copies of correspondence, consisting of plaintiffs' attorneys' letter of April 1 requesting fees and costs, my letter to plaintiffs' attorneys of April 9 and their letter of April 14 accepting my proposal, we have agreed with plaintiffs' counsel to pay \$15,059.62 in fees and expenses in connection with their monitoring compliance on the part of the Department of Social Services with the terms and conditions of the Stipulation and Order settling the litigation. This amount covers activities of plaintiffs' attorneys and their staff in reviewing case files and compiling related information from March 2, 2013 to March 14, 2014 and is the final such payment to be made.

The above amount was arrived at through negotiations setting forth the parties' respective positions on what should be compensable, and by inference the arguable outcome if plaintiffs' attorneys were to apply to the court for an award of fees and costs.

The \$15,059.62 reflects a reduction from the \$16,592.62 plaintiffs' attorneys demanded, and a greater one from what they would have sought in a fee application to the court. In my view, it represents the least the court would have awarded them at the present juncture in all reasonable likelihood. Accordingly, I commend it to your consideration and recommend that it be submitted for approval of payment.

County Attorney Rayhill
May 2, 2014
Page Two

Thank you as always for your continuing cooperation and assistance in the matter. Should you have questions or require anything further, please advise.

Yours very truly,

David A. Bagley

DAB/owp

cc: Oneida County Executive
John Herbowy, Esq.
L. G. Boucher

*INTRODUCTORY
NO.*

F.N. 2014-

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO.

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

**RE: APPROVAL OF THE FINAL PAYMENT OF FEES AND EXPENSES
PURSUANT TO THE TERMS OF A STIPULATION AND ORDER IN
THE MATTER OF MELODY HOWARD ET AL. V. LUCILLE
SOLDATO, AS COMMISSIONER OF THE ONEIDA COUNTY
DEPARTMENT OF SOCIAL SERVICES**

WHEREAS, This Board, is in receipt of correspondence from County Attorney Gregory J. Amoroso and David A. Bagley, Esq., counsel for Oneida County in this matter, requesting approval of a final payment of attorney's fees and costs as set forth in a Stipulation and Order entered in the Federal District Court, and

WHEREAS, The recommendation is that payment be made in the amount of \$15,059.62 to cover plaintiffs' attorney's fees and costs from March 2, 2013 through March 14, 2014 now, therefore, be it hereby

RESOLVED, That the Oneida County Board of Legislators authorizes and approves a payment in the amount of \$15,059.62, to cover attorney's fees and costs as set forth in a Stipulation and Order entered in the Federal District Court in the matter of Melody Howard et al. v. Lucille Soldato, as Commissioner of the Oneida County Department of Social Services.

APPROVED: Ways & Means Committee ()

DATED: May 14, 2014

Adopted by the following vote:

AYES NAYS ABSENT

ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY

Scott D. McNamara
District Attorney

Michael A. Coluzza
First Assistant

Kurt D. Hameline
Laurie Lisi
Matthew P. Worth
Joseph A. Saba
Grant J. Garramone
Steven G. Cox
Stacey L. Paolozzi
Bernard L. Hyman, Jr.
Todd C. Carville
Robert L. Bauer

Dawn Catera Lupi
First Assistant

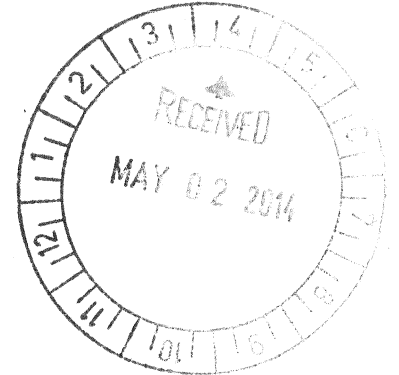
Michael R. Nolan
Joshua L. Bauer
Christopher D. Hameline
Steven P. Feiner
Sarah F. DeMellier
Luke C. Davignon
William J. Barry III
Ashley J. Weiss
Sarah M. Kelly

FN 20 14-163

April 14, 2014

WAYS & MEANS

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



Dear Mr. Picente:

Enclosed is the yearly Federal Equitable Sharing Agreement for the District Attorney's Office. This is a federal forfeiture account used for providing equipment, training, and other services. This is an annual accounting of funds in the account. The total amount is \$15.00.

I am hereby requesting your review and approval of this agreement. After doing so, please forward this information to the Oneida County Board of Legislators for their review and approval.

Should you have any questions or concerns, please notify me.

Thank you for your time and assistance in this matter.

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

Anthony J. Picente, Jr.
County Executive
Date 4-2-14

Sincerely,

Scott D. McNamara
Oneida County District Attorney

SDM/jl
Enc.

4

Oneida Co. Department: District Attorney

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name of Proposing Organization:

Oneida County District Attorney's Office

Title of Activity or Service:

Federal Equitable Sharing Agreement

Proposed Dates of Operation:

01/01/2013 – 12/31/2013

Client Population/Number to be Served:

Summary Statements

1) Narrative Description of Proposed Services

Federal forfeiture account used for providing equipment, training and other services.
This is an annual accounting of funds in this account.

2) Program/Service Objectives and Outcomes:

Not applicable.

3) Program Design and Staffing

Not applicable.

Total Funding Requested:

Not applicable.

Account #

Not applicable.

Oneida County Dept. Funding Recommendation:

Not applicable.

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

Federal Forfeiture \$

Cost Per Client Served:

None.

Past Performance Data:

None.

O.C. Department Staff Comments:

None.



Equitable Sharing Agreement and Certification



OMB Number 1123-0011
Expires 9-30-2014

- Police Department
 Sheriff's Office
 Task Force (Complete Table A)
 Prosecutor's Office
 National Guard Counterdrug Unit
 Other

Please fill each required field. Hover mouse over any fillable field for pop-up instructions.

Agency Name: Oneida County District Attorney's Office

NCIC/ORI/Tracking Number:

N	Y	0	3	2	0	1	3	A
---	---	---	---	---	---	---	---	---

Mailing Address: 235 Elizabeth Street

City: Utica State: NY Zip: 13501

Finance Contact: First: Scott Last: McNamara

Phone: 315-798-5437 E-mail: Smcnamara@ocgov.net

Preparer: First: Joseph Last: Saba

Same as Finance Contact Phone: 315-798-5684 E-mail: Jsaba@ocgov.net

Independent Public Accountant: E-mail: mmontalbo@dreschermalecki.com

Last FY End Date: 12/31/2013 Agency Current FY Budget: \$4,285,762.00

- New Participant:** Read the Equitable Sharing Agreement and sign the Affidavit.
 Existing Participant: Complete the Annual Certification Report, read the Equitable Sharing Agreement, and sign the Affidavit.
 Amended Form: Revise the Annual Certification Report, read the Equitable Sharing Agreement, and sign the Affidavit.

Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds ¹	Treasury Funds ²
1	Beginning Equitable Sharing Fund Balance (must match Ending Equitable Sharing Fund Balance from prior FY)	\$82.14	
2	Federal Sharing Funds Received		
3	Federal Sharing Funds Received from Other Law Enforcement Agencies and Task Forces (To populate, complete Table B)		
4	Other Income		
5	Interest Income Accrued Non-Interest Bearing <input type="radio"/> Interest Bearing <input checked="" type="radio"/>		
6	Total Equitable Sharing Funds (total of lines 1 - 5)	\$82.14	\$0.00
7	Federal Sharing Funds Spent (total of lines a - m below)	\$15.00	\$0.00
8	Ending Balance (difference between line 7 and line 6)	\$67.14	\$0.00

¹ Justice Agencies are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA.

² Treasury Agencies are: IRS, ICE, CBP, TTB, USSS, and USCG.

43.

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Total spent on salaries under permitted salary exceptions		
b	Total spent on overtime		
c	Total spent on informants, "buy money", and rewards		
d	Total spent on travel and training		
e	Total spent on communications and computers		
f	Total spent on weapons and protective gear		
g	Total spent on electronic surveillance equipment		
h	Total spent on buildings and improvements		
i	Total transfers to other participating state and local law enforcement agencies (To populate, complete Table C)		
j	Total spent on other law enforcement expenses (To populate, complete Table D)	\$15.00	
k	Total Expenditures in Support of Community-Based Programs (To populate, complete Table E)		
l	Total Windfall Transfers (To populate, complete Table F)		
m	Total spent on matching grants (To populate, complete Table G)		
n	Total	\$15.00	\$0.00
o	Did your agency receive non-cash assets? <input type="radio"/> Yes <input checked="" type="radio"/> No If yes, complete Table H.		

Please fill out the following tables, if applicable.

Table A: Members of Task Force

Agency Name	NCIC/ORI/Tracking Number																				
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15px; height: 15px;"></td> <td style="width: 15px; height: 15px;"></td> <td style="width: 15px; height: 15px;"></td> <td style="width: 15px; height: 15px;"></td> <td style="width: 15px; height: 15px;"></td> <td style="width: 15px; height: 15px;"></td> <td style="width: 15px; height: 15px;"></td> <td style="width: 15px; height: 15px;"></td> <td style="width: 15px; height: 15px;"></td> <td style="width: 15px; height: 15px;"></td> <td style="width: 15px; height: 15px;"></td> <td style="width: 15px; height: 15px;"></td> <td style="width: 15px; height: 15px;"></td> <td style="width: 15px; height: 15px;"></td> <td style="width: 15px; height: 15px;"></td> <td style="width: 15px; height: 15px;"></td> <td style="width: 15px; height: 15px;"></td> <td style="width: 15px; height: 15px;"></td> <td style="width: 15px; height: 15px;"></td> <td style="width: 15px; height: 15px;"></td> </tr> </table>																				

Table B: Equitable Sharing Funds Received from other Agencies

Transferring Agency Name, City, and State	Justice Funds	Treasury Funds																		
Agency Name: <input style="width: 400px;" type="text"/>																				
NCIC/ORI/Tracking Number: <table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td></tr></table>																				

Table C: Equitable Sharing Funds Transferred to Other Agencies

Receiving Agency Name, City, and State	Justice Funds	Treasury Funds																		
Agency Name: <input style="width: 400px;" type="text"/>																				
NCIC/ORI/Tracking Number: <table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td></tr></table>																				

44.

Table D: Other Law Enforcement Expenses

Description of Expense	Justice Funds	Treasury Funds
Bank Fees (Adirondack Bank)	\$15.00	

Table E: Expenditures in Support of Community-Based Programs

Recipient	Justice Funds	

Table F: Windfall Transfers

Recipient	Justice Funds	Treasury Funds

Table G: Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Table H: Other Non-Cash Assets Received

Source	Description of Asset
Justice <input type="radio"/>	
Treasury <input type="radio"/>	

Table I: Civil Rights Cases

Name of Case	Type of Discrimination Alleged			
		<input type="checkbox"/> Race	<input type="checkbox"/> Color	<input type="checkbox"/> National Origin
	<input type="checkbox"/> Disability	<input type="checkbox"/> Age	<input type="checkbox"/> Other _____	

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section, 1400 New York Avenue, N.W., Washington, DC 20005.

45.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the above-stated law enforcement agency ("Agency"), and (3) the governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By its signatures, the Agency agrees that it will be bound by the statutes and guidelines that regulate shared assets and the following requirements for participation in the federal Equitable Sharing Program. Receipt of the signed Equitable Sharing Agreement and Certification (this "Document") is a prerequisite to receiving any equitably shared cash, property, or proceeds.

1. **Submission.** This Document must be submitted to aca.submit@usdoj.gov within 60 days of the end of the Agency's fiscal year. This Document must be submitted electronically with the Affidavit/Signature submitted by fax. This will constitute submission to the Department of Justice and the Department of the Treasury.

2. **Signatories.** This agreement must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, chairperson, secretary, city attorney, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body's head is the person who allocates funds or approves the budget for the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, director, secretary, administrator, commissioner, and governor.

3. **Uses.** Any shared asset shall be used for law enforcement purposes in accordance with the statutes and guidelines that govern the federal Equitable Sharing Program as set forth in the current edition of the Department of Justice's *Guide to Equitable Sharing for State and Local Law Enforcement (Justice Guide)*, and the Department of the Treasury's *Guide to Equitable Sharing for Foreign Countries and Federal, State, and Local Law Enforcement Agencies (Treasury Guide)*.

4. **Transfers.** Before the Agency transfers cash, property, or proceeds to other state or local law enforcement agencies, it must first verify with the Department of Justice or the Department of the Treasury, depending on the source of the funds, that the receiving agency is a current and compliant Equitable Sharing Program participant.

5. **Internal Controls.** The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury. Funds from state and local forfeitures and other sources must not be commingled with federal equitable sharing funds. The Agency shall establish a separate revenue account or accounting code for state, local, Department of Justice, and Department of the Treasury forfeiture funds. Interest income generated must be accounted for in the appropriate federal equitable sharing account.

The Agency agrees that such accounting will be subject to the standard accounting requirements and practices employed for other public funds as supplemented by requirements set forth in the current edition of the *Justice Guide* and the *Treasury Guide*, including the requirement in the *Justice Guide* to maintain relevant documents and records for five years.

The misuse or misapplication of shared resources or the supplantation of existing resources with shared assets is prohibited. Failure to comply with any provision of this agreement shall subject the recipient agency to the sanctions stipulated in the current edition of the *Justice or Treasury Guides*, depending on the source of the funds/property.

6. **Audit Report.** Audits will be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Circular A-133. The Department of Justice and Department of the Treasury reserve the right to conduct periodic random audits.

460.

Affidavit - Existing Participant

Under penalty of perjury, the undersigned officials certify that **they have read and understand their obligations under the Equitable Sharing Agreement** and that the information submitted in conjunction with this Document is an accurate accounting of funds received and spent by the Agency under the *Justice and/or Treasury Guides* during the reporting period and that the recipient Agency is in compliance with the National Code of Professional Conduct for Asset Forfeiture.

The undersigned certify that the recipient Agency is in compliance with the nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above? Yes No

If you answered yes to the above question, complete Table I

Agency Head

Governing Body Head

Signature: _____

Scott D. McNamara

Signature: _____

Name: _____

Scott D. McNamara

Name: _____

Anthony Picente

Title: _____

Oneida County Dist. Atty.

Title: _____

Oneida County Executive

Date: _____

March 24, 2014

Date: _____

E-mail: _____

Smcnamara@ocgov.net

E-mail: _____

Apicente@ocgov.net

Subscribe to Equitable Sharing Wire:

The Equitable Sharing Wire is an electronic newsletter that gives you important, substantive, information regarding Equitable Sharing policies, practices, and procedures.

Final Instructions:

Step 1: Click to save for your records

Step 2: Click to save in XML format

Step 3: Email the XML file to aca.submit@usdoj.gov

Step 4: Scan & email this Affidavit to aca.affidavit@usdoj.gov

(Email subject line must include Agency NCIC/ORI Code)

FOR AGENCY USE ONLY

Entered by _____

Entered on _____

FY End: 12/31/2013

NCIC: NY032013A

State: NY



Date Printed: March 24, 2014 15:20

Agency: Oneida County District Attorney's Office

Phone: 315-798-5684

Preparer: Joseph Saba

E-mail: Jsaba@ocgov.net

BY *Raymond J. Bura*
ONEIDA COUNTY ATTORNEY

47.

ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY

Scott D. McNamara
District Attorney

Michael A. Coluzza
First Assistant

Kurt D. Hameline
Laurie Lisi
Matthew P. Worth
Joseph A. Saba
Grant J. Garramone
Steven G. Cox
Stacey L. Paolozzi
Bernard L. Hyman, Jr.
Todd C. Carville
Robert L. Bauer

Dawn Catera Lupi
First Assistant

Michael R. Nolan
Joshua L. Bauer
Christopher D. Hameline
Steven P. Feiner
Sarah F. DeMellier
Luke C. Davignon
William J. Barry III
Ashley J. Weiss
Sarah M. Kelly

FN 20 14 - 164

WAYS & MEANS

April 14, 2014

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

Dear Mr. Picente:

Enclosed is the yearly Federal Equitable Sharing Agreement for the Drug Enforcement Task Force. This is a federal forfeiture account used for providing equipment, training, and other services. This is an annual accounting of funds in the account. The total amount is \$0.00

I am hereby requesting your review and approval of this agreement. After doing so, please forward this information to the Oneida County Board of Legislators for their review and approval.

Should you have any questions or concerns, please notify me.

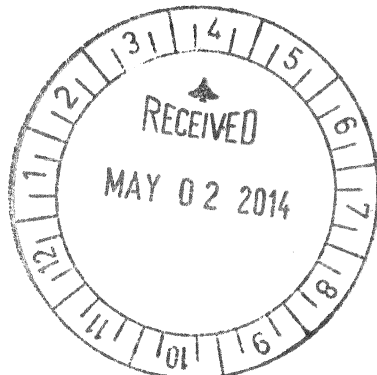
Thank you for your time and assistance in this matter.

Sincerely,

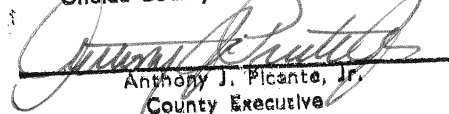


Scott D. McNamara
Oneida County District Attorney

SDM/jl
Enc.



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



Anthony J. Picente, Jr.
County Executive

Date 5-2-14

48

Oneida Co. Department: District Attorney

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name of Proposing Organization:

Oneida County Drug Enforcement Task Force

Title of Activity or Service:

Federal Equitable Sharing Agreement

Proposed Dates of Operation:

01/01/2013 – 12/31/2013

Client Population/Number to be Served:

Summary Statements

1) Narrative Description of Proposed Services

Federal forfeiture account used for providing equipment, training and other services.
This is an annual accounting of funds in this account.

2) Program/Service Objectives and Outcomes:

Not applicable.

3) Program Design and Staffing

Not applicable.

Total Funding Requested:

Not applicable.

Account #

Not applicable.

Oneida County Dept. Funding Recommendation:

Not applicable.

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

Federal Forfeiture \$

Cost Per Client Served:

None.

Past Performance Data:

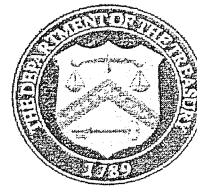
None.

O.C. Department Staff Comments:

None.



Equitable Sharing Agreement and Certification



OMB Number 1123-0011
Expires 9-30-2014

- Police Department
 Sheriff's Office
 Task Force (Complete Table A)
- Prosecutor's Office
 National Guard Counterdrug Unit
 Other

Please fill each required field. Hover mouse over any fillable field for pop-up instructions.

Agency Name: Oneida County Drug Enforcement Task Force

NCIC/ORI/Tracking Number:

N	Y	0	3	2	4	2	0	0
---	---	---	---	---	---	---	---	---

Mailing Address: 235 Elizabeth Street

City: Utica

State: NY

Zip: 13501

Finance Contact: First: Scott

Last: McNamara

Phone: 315-798-5684

E-mail: Smcnamara@ocgov.net

Preparer:

First: Joseph

Last: Saba

Same as
Finance Contact

Phone: 315-798-5684

E-mail: Jsaba@ocgov.net

Independent Public Accountant:

E-mail: mmontalbo@dreschermalecki.com

Last FY End Date: 12/31/2013

Agency Current FY Budget:

\$367,004.00

- New Participant:** Read the Equitable Sharing Agreement and sign the Affidavit.
- Existing Participant:** Complete the Annual Certification Report, read the Equitable Sharing Agreement, and sign the Affidavit.
- Amended Form:** Revise the Annual Certification Report, read the Equitable Sharing Agreement, and sign the Affidavit.

Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds ¹	Treasury Funds ²
1	Beginning Equitable Sharing Fund Balance (must match Ending Equitable Sharing Fund Balance from prior FY)	\$616.05	
2	Federal Sharing Funds Received		
3	Federal Sharing Funds Received from Other Law Enforcement Agencies and Task Forces (To populate, complete Table B)		
4	Other Income		
5	Interest Income Accrued Non-Interest Bearing <input type="radio"/> Interest Bearing <input checked="" type="radio"/>		
6	Total Equitable Sharing Funds (total of lines 1 - 5)	\$616.05	\$0.00
7	Federal Sharing Funds Spent (total of lines a - m below)	\$0.00	\$0.00
8	Ending Balance (difference between line 7 and line 6)	\$616.05	\$0.00

¹ Justice Agencies are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA.

² Treasury Agencies are: IRS, ICE, CBP, TTB, USSS, and USCG.

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Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Total spent on salaries under permitted salary exceptions		
b	Total spent on overtime		
c	Total spent on informants, "buy money", and rewards		
d	Total spent on travel and training		
e	Total spent on communications and computers		
f	Total spent on weapons and protective gear		
g	Total spent on electronic surveillance equipment		
h	Total spent on buildings and improvements		
i	Total transfers to other participating state and local law enforcement agencies (To populate, complete Table C)		
j	Total spent on other law enforcement expenses (To populate, complete Table D)		
k	Total Expenditures in Support of Community-Based Programs (To populate, complete Table E)		
l	Total Windfall Transfers (To populate, complete Table F)		
m	Total spent on matching grants (To populate, complete Table G)		
n	Total	\$0.00	\$0.00
o	Did your agency receive non-cash assets? <input type="radio"/> Yes <input checked="" type="radio"/> No If yes, complete Table H.		

Please fill out the following tables, if applicable.

Table A: Members of Task Force

Agency Name	NCIC/ORI/Tracking Number								
City of Utica Police Department	N	Y	0	3	2	0	2	0	0
City of Rome Police Department	N	Y	0	3	2	0	1	0	0
Oneida County Sheriff's Office	N	Y	0	3	2	0	0	0	0
Town of New Hartford Police Department	N	Y	0	3	2	4	1	0	0
Town of Kirkland Police Department	N	Y	0	3	2	5	1	0	0
Oneida County District Attorney's Office	N	Y	0	3	2	0	1	3	A

Table B: Equitable Sharing Funds Received from other Agencies

Transferring Agency Name, City, and State

Justice Funds Treasury Funds

51.

Transferring Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name: <input type="text"/>		
NCIC/ORI/Tracking Number: <input type="text"/>		

Table C: Equitable Sharing Funds Transferred to Other Agencies

Receiving Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name: <input type="text"/>		
NCIC/ORI/Tracking Number: <input type="text"/>		

Table D: Other Law Enforcement Expenses

Description of Expense	Justice Funds	Treasury Funds
<input type="text"/>		

Table E: Expenditures in Support of Community-Based Programs

Recipient	Justice Funds	Treasury Funds
<input type="text"/>		

Table F: Windfall Transfers

Recipient	Justice Funds	Treasury Funds
<input type="text"/>		

Table G: Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds
<input type="text"/>		

Table H: Other Non-Cash Assets Received

Source	Description of Asset
Justice <input type="radio"/>	<input type="text"/>
Treasury <input type="radio"/>	

Table I: Civil Rights Cases

Name of Case	Type of Discrimination Alleged			
	<input type="text"/>	<input type="checkbox"/> Race	<input type="checkbox"/> Color	<input type="checkbox"/> National Origin
<input type="checkbox"/> Disability		<input type="checkbox"/> Age	<input type="checkbox"/> Other	<input type="text"/>

52.

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section, 1400 New York Avenue, N.W., Washington, DC 20005.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the above-stated law enforcement agency ("Agency"), and (3) the governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest earned thereon, which are equitably shared with participating law enforcement agencies.

By its signatures, the Agency agrees that it will be bound by the statutes and guidelines that regulate shared assets and the following requirements for participation in the federal Equitable Sharing Program. Receipt of the signed Equitable Sharing Agreement and Certification (this "Document") is a prerequisite to receiving any equitably shared cash, property, or proceeds.

1. Submission. This Document must be submitted to aca.submit@usdoj.gov within 60 days of the end of the Agency's fiscal year. This Document must be submitted electronically with the Affidavit/Signature submitted by fax. This will constitute submission to the Department of Justice and the Department of the Treasury.

2. Signatories. This agreement must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, chairperson, secretary, city attorney, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body's head is the person who allocates funds or approves the budget for the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, director, secretary, administrator, commissioner, and governor.

3. Uses. Any shared asset shall be used for law enforcement purposes in accordance with the statutes and guidelines that govern the federal Equitable Sharing Program as set forth in the current edition of the Department of Justice's *Guide to Equitable Sharing for State and Local Law Enforcement (Justice Guide)*, and the Department of the Treasury's *Guide to Equitable Sharing for Foreign Countries and Federal, State, and Local Law Enforcement Agencies (Treasury Guide)*.

4. Transfers. Before the Agency transfers cash, property, or proceeds to other state or local law enforcement agencies, it must first verify with the Department of Justice or the Department of the Treasury, depending on the source of the funds, that the receiving agency is a current and compliant Equitable Sharing Program participant.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury. Funds from state and local forfeitures and other sources must not be commingled with federal equitable sharing funds. The Agency shall establish a separate revenue account or accounting code for state, local, Department of Justice, and Department of the Treasury forfeiture funds. Interest income generated must be accounted for in the appropriate federal equitable sharing account.

The Agency agrees that such accounting will be subject to the standard accounting requirements and practices employed for other public funds as supplemented by requirements set forth in the current edition of the *Justice Guide* and the *Treasury Guide*, including the requirement in the *Justice Guide* to maintain relevant documents and records for five years.

The misuse or misapplication of shared resources or the supplantation of existing resources with shared assets is prohibited. Failure to comply with any provision of this agreement shall subject the recipient agency to the sanctions stipulated in the current edition of the *Justice or Treasury Guides*, depending on the source of the funds/property.

6. Audit Report. Audits will be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Circular A-133. The Department of Justice and Department of the Treasury reserve the right to conduct periodic random audits.

Affidavit - Existing Participant

Under penalty of perjury, the undersigned officials certify that **they have read and understand their obligations under the Equitable Sharing Agreement** and that the information submitted in conjunction with this Document is an accurate accounting of funds received and spent by the Agency under the *Justice* and/or *Treasury Guides* during the reporting period and that the recipient Agency is in compliance with the National Code of Professional Conduct for Asset Forfeiture.

The undersigned certify that the recipient Agency is in compliance with the nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above? Yes No

If you answered yes to the above question, complete Table I

Agency Head

Signature: *Scott D. McNamara*
 Name: Scott D. McNamara
 Title: Oneida County DA
 Date: _____
 E-mail: Smcnamara@ocgov.net

Governing Body Head

Signature: _____
 Name: Anthony Picente
 Title: Oneida County Executive
 Date: _____
 E-mail: Apicente@ocgov.net

Subscribe to Equitable Sharing Wire:

The Equitable Sharing Wire is an electronic newsletter that gives you important, substantive, information regarding Equitable Sharing policies, practices, and procedures.

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FOR AGENCY USE ONLY

Entered by _____
 Entered on _____



FY End: 12/31/2013 Date Printed: March 24, 2014 14:43
 NCIC: NY0324200 Agency: Oneida County Drug Enforcement Task Force Phone: 315-798-5684
 State: NY Preparer: Joseph Saba E-mail: Jsaba@ocgov.net

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ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

FN 20 14-155

May 8, 2014

WAYS & MEANS

Board of Legislators
Oneida County Office Building
800 Park Avenue
Utica, NY 13501

RE: Adoption of Local Law
"Oneida County Assessment Relief Act"



Honorable Members:

Please be advised that the State of New York recently enacted legislation known as the "Mohawk Valley and Niagara County Assessment Relief Act". The Legislation provides that an eligible municipality may exercise the provisions of said act if its government body shall pass a local law within 45 days after approval by the Governor. The deadline for taxing jurisdictions to opt into the program is May 15, 2014.

In light of the short time frame given for adoption of a local law, please consider this as a certification of necessity for its immediate passage.

Very truly yours,

Anthony J. Picente Jr.
County Executive

Encl.

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INTRODUCTORY
NO. _____

F.N. 2014-_____

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. _____

INTRODUCED BY: *Mr. Fiorini*
2ND BY: *Mr.*

Local Law No. _____ of the year 2014

RE: LOCAL LAW INTRODUCTORY “_” of 2014 ADOPTING THE “ONEIDA COUNTY ASSESSMENT RELIEF ACT”

WHEREAS, severe weather, including storms, rains, and floods which occurred between June 20, 2013 and August 9, 2013 caused significant damage to real property in New York State, and, more particularly, in Oneida County; and

WHEREAS, the New York State Legislature, upon the request of Assemblyman Anthony Brindisi, did enact the “Mohawk Valley and Niagara County Assessment Act,” (The “Act”) to amend the Local Finance Law to enact real property tax refunds and credits for those real property owners in the Mohawk Valley effected by the storms in 2013; and

WHEREAS, pursuant to the Act, Oneida County may exercise the provisions of the Act offering tax relief to eligible real property owners; and

WHEREAS, this Legislature hereby finds and determines that pursuant to the Act, property owners whose real properties were impacted by severe weather, including storms, rains, winds or floods, occurring during the period June 20, 2013 and ending August 9, 2013 should be allowed to apply for the relief available pursuant to the Act; and

WHEREAS, the assistance contemplated hereby shall be afforded by way of assessment relief for those property owners whose improved properties were either partially or wholly destroyed as more specifically described below;

NOW, THEREFORE, BE IT ENACTED by the Board of County Legislators of the County of Oneida, State of New York, as follows:

Section 1. Short title. This act shall be known and may be cited as the “Oneida County Assessment Relief Act”.

Section 2. Definitions. For purposes of this Act, the following terms shall have the following meanings:

1. "Impacted tax roll" shall mean the final assessment roll which satisfies both of the following conditions: (a) the roll is based upon a taxable status date occurring prior to June 20, 2013; and (b) taxes levied upon that roll by or on behalf of a participating municipality are payable without interest on or after June 20, 2013.

2. "Severe weather" shall mean the storms, rains, winds, or floods which occurred within an Oneida County during the period beginning on June 20, 2013 and ending August 9, 2013.

3. "Total assessed value" shall mean the total assessed value on the parcel prior to any and all exemption adjustments.

4. "Improved value" shall mean the market value of the real property improvements excluding the land.

5. "Property" shall mean "real property", "property" or "land" as defined under paragraphs (a) through (g) of subdivision 12 of Section 102 of New York real property tax law.

Section 3. Assessment relief for severe weather victims in Oneida County.

(a) Notwithstanding any provision of law to the contrary, assessment relief shall be granted as follows:

(i) If a property lost at least ten percent but less than twenty percent of its improved value due to severe weather, the assessed value attributable to the improvements shall be reduced by fifteen percent for purposes of the County of Oneida on the impacted tax roll.

(ii) If a property lost at least twenty percent but less than thirty percent of its improved value due to severe weather, the assessed value attributable to the improvements shall be reduced by twenty-five percent for purposes of the County of Oneida on the impacted tax roll.

(iii) If a property lost at least thirty percent but less than forty percent of its improved value due to severe weather, the assessed value attributable to the improvements shall be reduced by thirty-five percent for purposes of the County of Oneida on the impacted tax roll.

(iv) If a property lost at least forty percent but less than fifty percent of its improved value due to severe weather, the assessed value attributable to the improvements shall be reduced by forty-five percent for purposes of the County of Oneida on the impacted tax roll.

(v) If a property lost at least fifty but less than sixty percent of its improved value due to severe weather, the assessed value attributable to the improvements shall be reduced by fifty-five percent for purposes of the County of Oneida on the impacted tax roll.

(vi) If a property lost at least sixty but less than seventy percent of its improved value due to severe weather, the assessed value attributable to the improvements shall be reduced by sixty-five percent for purposes of the County of Oneida on the impacted tax roll.

(vii) If a property lost at least seventy but less than eighty percent of its improved value due to severe weather, the assessed value attributable to the improvements shall be reduced by seventy-five percent for purposes of the County of Oneida on the impacted tax roll.

(viii) If a property lost at least eighty but less than ninety percent of its improved value due to severe weather, the assessed value attributable to the improvements shall be reduced by eighty-five percent for purposes of the County of Oneida on the impacted tax roll.

(ix) If a property lost at least ninety but less than one hundred percent of its improved value due to severe weather, the assessed value attributable to the improvements shall be reduced by ninety-five percent for purposes of the County of Oneida on the impacted tax roll.

(x) If a property lost one hundred percent of its improved value due to severe weather, the assessed value attributable to the improvements shall be reduced by one hundred percent for purposes of the County of Oneida on the impacted tax roll.

(xi) The percentage loss in improved value for this purpose shall be determined by the assessor in the manner provided by this Act, subject to review by the board of assessment review.

(xii) No reduction in assessed value shall be granted pursuant to the Oneida County Assessment Relief Act except as specified above.

(b) To receive such relief pursuant to this section, the property owner shall submit a written request to the assessor on a form approved by the Director of the State Office of Real Property Tax Services within ninety (90) days following the date upon which the Act was approved by the Governor. Such request shall describe in reasonable detail the damage caused to the property by severe weather and the condition of the property following the severe weather and shall be accompanied by supporting documentation, if available.

(c) Upon receiving such a request, the assessor shall make a finding and thereafter classify the percentage loss of improved value within one of the following ranges:

- (i) At least ten percent but less than twenty percent,
- (ii) At least twenty percent but less than thirty percent,
- (iii) At least thirty percent but less than forty percent,
- (iv) At least forty percent but less than fifty percent,
- (v) At least fifty percent but less than sixty percent,
- (vi) At least sixty percent but less than seventy percent,
- (vii) At least seventy percent but less than eighty percent,
- (viii) At least eighty percent but less than ninety percent,
- (ix) At least ninety percent but less than one hundred percent,
- (x) One hundred percent.

(d) The assessor shall mail written notice of such finding to the property owner and to the County of Oneida. Where the assessor finds or classifies the loss within a lower range than the property owner believes is warranted, the property owner may file a complaint with the board of assessment review. Such board shall convene upon ten days written notice to the property owner and assessor to hear the appeal and determine the matter, and shall mail written notice of its determination to the assessor and property owner. The provisions of Article 5 of the Real Property Tax Law shall govern the review process to the extent practicable. Only the applicant may commence within 30 days of service of a written determination, a proceeding under Title 1 of Article 7 of the Real Property Tax Law, or, if applicable under Title 1-A of Article 7 of the Real Property Tax Law. Section 727 and 739 of the Real Property Tax Law shall not apply.

(e) Where property has lost some percentage of its improved value due to severe weather, the assessed value attributable to the improvements on the property on the impacted assessment roll shall be reduced by the appropriate percentage specified in subdivision (a) of this section, provided that any exemptions which the property may be receiving shall be adjusted as necessary to account for such reduction in the total assessed value. To the extent the total assessed value of the property originally appearing on such roll exceeds the amount to which it should be reduced pursuant to this Act, the excess shall be considered an error in essential fact as defined by subdivision 3 of section 550 of the Real Property Tax Law. If the error appears on a tax roll, the tax roll shall be corrected in the manner provided by section 554 of the Real Property Tax Law or a refund or credit of taxes shall be granted in the manner provided by section 556 or section 556-b of the Real Property Tax Law. If the error appears on a final assessment roll but not on a tax roll, such final assessment roll shall be corrected in the manner provided by section 553 of the Real Property Tax Law. The errors in essential fact found pursuant to this act on either the tax roll or final assessment roll, upon application to the county Director of Real Property Tax Services, shall be forwarded by the county Director of Real Property Tax Services immediately to the levying body for an immediate order setting forth the appropriate correction.

(f) The rights contained herein shall not otherwise diminish any other legally available right of any property owner or party who may otherwise lawfully challenge the valuation or assessment of any real property or improvements thereon. All remaining rights hereby remain and shall be available to the party to whom such rights would otherwise be available notwithstanding this act.

Section 4. Severability clause. If any provision of this Local Law is held invalid, such invalidity shall not affect the remaining provisions of the Local Law which shall remain effective absent the invalid provision, and to this end, the provisions of the Local Law are declared to be severable.

Section 5. Emergency Clause. It is hereby declared that an emergency exists and this Local Law, being necessary in order for property owners to avail themselves of the relief afforded herein, shall be effective immediately upon its passage and approval and filing with the New York State Secretary of State.

APPROVED:

DATED:

Adopted by the following roll call vote:
AYES ___ NAYS ___ ABSENT ___

OFFICE, CLERK BOARD OF COUNTY LEGISLATORS)
COUNTY OF ONEIDA) SS:

I, hereby certify that I have compared the foregoing extract from the minutes of meeting of the Board of County Legislators of Oneida County held on the 15th day of May, 2014 with the original record thereof on File in this office and that the same is a true and correct transcript therefrom, and of the whole of such original.

IN TESTIMONY WHEREOF, I have hereunto affixed the seal of
said Board this ___ day of May, 2014



MIKALE BILLARD Clerk

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