



# ONEIDA COUNTY BOARD OF LEGISLATORS

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

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Majority Leader

Philip M. Sacco  
Minority Leader

## EXPEDITED COMMUNICATIONS FOR DISTRIBUTION February 10, 2016

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

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ALL SUPPORTING DOCUMENTATION AVAILABLE AT  
[www.ocgov.net](http://www.ocgov.net)

JOSEPH J. TIMPANO  
Comptroller



SHERYL A. BROWN  
Deputy Comptroller

DEBORAH S. JOANIS  
Deputy Comptroller - Administration

**ONEIDA COUNTY DEPARTMENT OF AUDIT & CONTROL**

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501  
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FN 20 16 - 051

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FN 20 16 - 061

# Memo

*Tony*

**To:** Anthony J. Picente Jr., County Executive  
Board of Legislators  
**From:** Joseph J. Timpano, Comptroller  
**Date:** January 14, 2016  
**Re:** Bond Resolutions

*Joe*

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

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

Date 1/15/16

Attached please find eleven bond authorization resolutions that correspond to projects that were approved in the 2016 adopted capital budget as follows:

2016-051 H433 – County Wide Computerization	Govt OPS	\$ 350,000
2016-052 H523 – Rome Family Court	Public Works	\$ 4,000,000
2016-053 H533 – Emergency Services Radio Replacement	Public Safety	\$ 4,000,000
2016-054 H498 – County Highway Bridge Phase 4	Public Works	\$ 2,400,000
2016-055 H478 – Construction/Maintenance/Snow Equip	Public Works	\$ 1,376,000
2016-056 H305 – COB Asbestos Abatement	Public Works	\$ 575,000
2016-057 H473 – Comprehensive Building Improvement	Public Works	\$ 1,250,000
2016-058 H502 – Light Duty DPW Equipment	Public Works	\$ 133,000
2016-059 H536 – Continuity of Operations	Govt. OPS.	\$ 477,200
2016-060 H539 – 120 Airline St Renovations / Storage Facility	Public Works	\$ 300,000
2016-061 H516 – Griffiss Airfield Redevelopment	Airport	\$ 750,000
Total new authorizations		\$ 15,611,200

I respectfully request that Ways and Means and Board of Legislators consider these resolutions at their February 10, 2016 meeting.

Thank you.

Cc: Mike Billard, Clerk of the Board  
Sheryl Brown, Deputy Comptroller  
Dee Elliott, Auditor III

**INTRODUCTORY**  
NO. \_\_\_\_\_

F.N. 2016- 051

## ONEIDA COUNTY BOARD OF LEGISLATORS

**RESOLUTION NO.** \_\_\_\_\_

**INTRODUCED BY:** \_\_\_\_\_

GOVERNMENT OPERATIONS

**2ND BY:** \_\_\_\_\_

WAYS & MEANS

A RESOLUTION AUTHORIZING A COUNTY-WIDE COMPUTERIZATION PROJECT IN AND FOR THE COUNTY OF ONEIDA, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$350,000, AND AUTHORIZING THE ISSUANCE OF \$350,000 BONDS OF SAID COUNTY TO PAY THE COST THEREOF. (H433)

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

Section 1. Implementation of a county-wide computerization project in and for said County, is hereby authorized at a maximum estimated cost of \$350,000.

Section 2. The plan for the financing of such maximum estimated cost is by the issuance of \$350,000 bonds of said County hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is five years, pursuant to subdivision 32 of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said County of Oneida, New York, are hereby irrevocable pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. To the extent not paid from other sources, there shall annually be levied on all the taxable real property of said County, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Comptroller, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the County Comptroller, the chief fiscal officer of such County. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the County Comptroller shall determine consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. This resolution, which takes effect immediately, shall be published in summary form in the *Observer Dispatch* and in the *Rome Sentinel*, the official newspapers of such County, together with a notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.



APPROVED:

DATED:

Adopted by the following roll call vote:

AYES \_\_\_\_\_ NAYS \_\_\_\_\_ ABSENT \_\_\_\_\_

INTRODUCTORY  
NO. \_\_\_\_\_

F.N. 2016- 052

## ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. \_\_\_\_\_

INTRODUCED BY: \_\_\_\_\_

**PUBLIC WORKS**

2ND BY: \_\_\_\_\_

**WAYS & MEANS**

A RESOLUTION AUTHORIZING RENOVATIONS TO THE ROME FAMILY COURT IN AND FOR THE COUNTY OF ONEIDA, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$4,000,000, AND AUTHORIZING THE ISSUANCE OF \$4,000,000 BONDS OF SAID COUNTY TO PAY THE COST THEREOF. (H523)

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

Section 1. Renovations to the Rome Family Court in and for said County, including site improvements, original furnishings, equipment, machinery and apparatus, is hereby authorized at a maximum estimated cost of \$4,000,000.

Section 2. The plan for the financing of such maximum estimated cost is by the issuance of \$4,000,000 bonds of said County hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is twenty-five years, pursuant to subdivision 12(a)(1) of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said County of Oneida, New York, are hereby irrevocable pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. To the extent not paid from other sources, there shall annually be levied on all the taxable real property of said County, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

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Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Comptroller, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the County Comptroller, the chief fiscal officer of such County. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the County Comptroller shall determine consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. This resolution, which takes effect immediately, shall be published in summary form in the *Observer Dispatch* and in the *Rome Sentinel*, the official newspapers of such County, together with a notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.

APPROVED:

DATED:

Adopted by the following roll call vote:

AYES \_\_\_\_\_ NAYS \_\_\_\_\_ ABSENT \_\_\_\_\_

INTRODUCTORY  
NO. \_\_\_\_\_

F.N. 2016- 053

**ONEIDA COUNTY BOARD OF LEGISLATORS**

RESOLUTION NO. \_\_\_\_\_

INTRODUCED BY: \_\_\_\_\_

**PUBLIC SAFETY**

2ND BY: \_\_\_\_\_

**WAYS & MEANS**

A RESOLUTION AUTHORIZING THE PURCHASE OF EMERGENCY SERVICES RADIO COMMUNICATIONS EQUIPMENT BY THE COUNTY OF ONEIDA, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$7,500,000, AND AUTHORIZING THE ISSUANCE OF \$4,000,000 BONDS OF SAID COUNTY TO PAY PART OF THE COST THEREOF. (H533)

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

Section 1. The purchase of emergency services radio communications equipment by said County, including incidental costs, is hereby authorized at a maximum estimated cost of \$7,500,000.

Section 2. The plan for the financing of such maximum estimated cost is as follows:

(a) by the issuance of \$4,000,000 bonds of said County hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law; and

(b) By the expenditure of \$3,500,000 grant monies.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is ten years, pursuant to subdivision 25 of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said County of Oneida, New York, are hereby irrevocable pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. To the extent not paid from other sources, there shall annually be levied on all the taxable real property of said County, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Comptroller, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the County Comptroller, the chief fiscal officer of such County. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the County Comptroller shall determine consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. This resolution, which takes effect immediately, shall be published in summary form in the *Observer Dispatch* and in the *Rome Sentinel*, the official newspapers of such County, together with a notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.

APPROVED:

DATED:

Adopted by the following roll call vote:

AYES \_\_\_\_\_ NAYS \_\_\_\_\_ ABSENT \_\_\_\_\_

INTRODUCTORY  
NO. \_\_\_\_\_

F.N. 2016- 057

# ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. \_\_\_\_\_

INTRODUCED BY: \_\_\_\_\_

2ND BY: \_\_\_\_\_

**PUBLIC WORKS  
WAYS & MEANS**

A RESOLUTION AUTHORIZING COUNTY BRIDGE IMPROVEMENTS IN AND FOR THE COUNTY OF ONEIDA, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$2,400,000, AND AUTHORIZING THE ISSUANCE OF \$2,400,000 BONDS OF SAID COUNTY TO PAY THE COST THEREOF. (H498)

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

Section 1. County bridge improvements in and for said County, including incidental costs, is hereby authorized at a maximum estimated cost of \$2,400,000.

Section 2. The plan for the financing of such maximum estimated cost is by the issuance of \$2,400,000 bonds of said County hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is twenty years, pursuant to subdivision 10 of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said County of Oneida, New York, are hereby irrevocable pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. To the extent not paid from other sources, there shall annually be levied on all the taxable real property of said County, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.



Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Comptroller, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the County Comptroller, the chief fiscal officer of such County. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the County Comptroller shall determine consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. This resolution, which takes effect immediately, shall be published in summary form in the *Observer Dispatch* and in the *Rome Sentinel*, the official newspapers of such County, together with a notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.

APPROVED:

DATED:

Adopted by the following roll call vote:

AYES \_\_\_\_\_ NAYS \_\_\_\_\_ ABSENT \_\_\_\_\_

**INTRODUCTORY**  
NO. \_\_\_\_\_

F.N. 2016- 055

**ONEIDA COUNTY BOARD OF LEGISLATORS**

**RESOLUTION NO.** \_\_\_\_\_

**INTRODUCED BY:** \_\_\_\_\_

**PUBLIC WORKS**

**2ND BY:** \_\_\_\_\_

**WAYS & MEANS**

A RESOLUTION AUTHORIZING THE PURCHASE OF DPW EQUIPMENT FOR THE COUNTY OF ONEIDA, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$1,376,000, AND AUTHORIZING THE ISSUANCE OF \$1,376,000 BONDS OF SAID COUNTY TO PAY THE COST THEREOF. (H478)

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

Section 1. The purchase of DPW equipment for said County, including incidental costs, is hereby authorized at a maximum estimated cost of \$1,376,000.

Section 2. The plan for the financing of such maximum estimated cost is by the issuance of \$1,376,000 bonds of said County hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is fifteen years, pursuant to subdivision 28 of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said County of Oneida, New York, are hereby irrevocable pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. To the extent not paid from other sources, there shall annually be levied on all the taxable real property of said County, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Comptroller, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the County Comptroller, the chief fiscal officer of such County. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the County Comptroller shall determine consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. This resolution, which takes effect immediately, shall be published in summary form in the *Observer Dispatch* and in the *Rome Sentinel*, the official newspapers of such County, together with a notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.

APPROVED:

DATED:

Adopted by the following roll call vote:

AYES \_\_\_\_\_ NAYS \_\_\_\_\_ ABSENT \_\_\_\_\_

INTRODUCTORY  
NO. \_\_\_\_\_

F.N. 2016- 056

## ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. \_\_\_\_\_

INTRODUCED BY: \_\_\_\_\_

PUBLIC WORKS

2ND BY: \_\_\_\_\_

WAYS & MEANS

A RESOLUTION AUTHORIZING ASBESTOS ABATEMENT AT THE COUNTY OFFICE BUILDING IN AND FOR THE COUNTY OF ONEIDA, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$575,000, AND AUTHORIZING THE ISSUANCE OF \$575,000 BONDS OF SAID COUNTY TO PAY THE COST THEREOF. (H305)

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

Section 1. Asbestos abatement at the County office building in and for said County, including incidental costs, is hereby authorized at a maximum estimated cost of \$575,000.

Section 2. The plan for the financing of such maximum estimated cost is by the issuance of \$575,000 bonds of said County hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is twenty-five years, pursuant to subdivision 12(a)(1) of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said County of Oneida, New York, are hereby irrevocable pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. To the extent not paid from other sources, there shall annually be levied on all the taxable real property of said County, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Comptroller, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the County Comptroller, the chief fiscal officer of such County. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the County Comptroller shall determine consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. This resolution, which takes effect immediately, shall be published in summary form in the *Observer Dispatch* and in the *Rome Sentinel*, the official newspapers of such County, together with a notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.

APPROVED:

DATED:

Adopted by the following roll call vote:

AYES \_\_\_\_\_ NAYS \_\_\_\_\_ ABSENT \_\_\_\_\_



INTRODUCTORY  
NO. \_\_\_\_\_

F.N. 2016- 057

## ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. \_\_\_\_\_

INTRODUCED BY: \_\_\_\_\_

PUBLIC WORKS

2ND BY: \_\_\_\_\_

WAYS & MEANS

A RESOLUTION AUTHORIZING A COMPREHENSIVE BUILDING IMPROVEMENT PROGRAM IN AND FOR THE COUNTY OF ONEIDA, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$1,250,000, AND AUTHORIZING THE ISSUANCE OF \$1,250,000 BONDS OF SAID COUNTY TO PAY THE COST THEREOF. (H473)

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

Section 1. A comprehensive building improvement program in and for said County, including incidental costs, is hereby authorized at a maximum estimated cost of \$1,250,000.

Section 2. The plan for the financing of such maximum estimated cost is by the issuance of \$1,250,000 bonds of said County hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is twenty-five years, pursuant to subdivision 12(a)(1) of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said County of Oneida, New York, are hereby irrevocable pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. To the extent not paid from other sources, there shall annually be levied on all the taxable real property of said County, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Comptroller, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the County Comptroller, the chief fiscal officer of such County. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the County Comptroller shall determine consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. This resolution, which takes effect immediately, shall be published in summary form in the *Observer Dispatch* and in the *Rome Sentinel*, the official newspapers of such County, together with a notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.

APPROVED:

DATED:

Adopted by the following roll call vote:

AYES \_\_\_\_\_ NAYS \_\_\_\_\_ ABSENT \_\_\_\_\_

INTRODUCTORY  
NO. \_\_\_\_\_

F.N. 2016- 058

# ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. \_\_\_\_\_

INTRODUCED BY: \_\_\_\_\_

PUBLIC WORKS

2ND BY: \_\_\_\_\_

WAYS & MEANS

A RESOLUTION AUTHORIZING THE PURCHASE OF VARIOUS EQUIPMENT FOR THE COUNTY OF ONEIDA, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$132,965, AND AUTHORIZING THE ISSUANCE OF \$132,965 BONDS OF SAID COUNTY TO PAY THE COST THEREOF. (H502)

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

Section 1. The purchase of various equipment for said County, including incidental costs, is hereby authorized at a maximum estimated cost of \$132,965, to be allocated \$35,525 to equipment having a period of probable usefulness of fifteen years, \$82,215 to equipment having a period of probable usefulness of ten years, and \$15,225 to equipment having a period of probable usefulness of five years.

Section 2. The plan for the financing of such maximum estimated cost is by the issuance of \$132,965 bonds of said County hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the aforesaid constitutes a class of objects or purposes having a period of probable usefulness of fifteen years, ten years, and five years respectively, pursuant to to subdivision 28 of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said County of Oneida, New York, are hereby irrevocable pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. To the extent not paid from other sources, there shall annually be levied on all the taxable real property of said County, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Comptroller, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the County Comptroller, the chief fiscal officer of such County. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the County Comptroller shall determine consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. This resolution, which takes effect immediately, shall be published in summary form in the *Observer Dispatch* and in the *Rome Sentinel*, the official newspapers of such County, together with a notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.

APPROVED:

DATED:

Adopted by the following roll call vote:

AYES \_\_\_\_\_ NAYS \_\_\_\_\_ ABSENT \_\_\_\_\_

INTRODUCTORY  
NO. \_\_\_\_\_

F.N. 2016- 059

## ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. \_\_\_\_\_

INTRODUCED BY: \_\_\_\_\_

GOVERNMENT OPERATIONS

2ND BY: \_\_\_\_\_

WAYS & MEANS

A RESOLUTION AUTHORIZING THE ACQUISITION AND INSTALLATION OF COMPUTER EQUIPMENT IN CONNECTION WITH OPERATIONS AT 120 AIRLINE DRIVE IN AND FOR THE COUNTY OF ONEIDA, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$477,200, AND AUTHORIZING THE ISSUANCE OF \$477,200 BONDS OF SAID COUNTY TO PAY THE COST THEREOF. (H536)

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

Section 1. The acquisition and installation of computer equipment in connection with operations at 120 Airline Drive, in and for said County, is hereby authorized at a maximum estimated cost of \$477,200.

Section 2. The plan for the financing of such maximum estimated cost is by the issuance of \$477,200 bonds of said County hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is twenty-five years, pursuant to subdivision 12(a)(1) of paragraph a of Section 11.00 of the Local Finance Law

Section 4. The faith and credit of said County of Oneida, New York, are hereby irrevocable pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. To the extent not paid from other sources, there shall annually be levied on all the taxable real property of said County, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Comptroller, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the County Comptroller, the chief fiscal officer of such County. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the County Comptroller shall determine consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. This resolution, which takes effect immediately, shall be published in summary form in the *Observer Dispatch* and in the *Rome Sentinel*, the official newspapers of such County, together with a notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.



APPROVED:

DATED:

Adopted by the following roll call vote:

AYES \_\_\_\_\_ NAYS \_\_\_\_\_ ABSENT \_\_\_\_\_

INTRODUCTORY  
NO. \_\_\_\_\_

F.N. 2016- 06 C

# ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. \_\_\_\_\_

INTRODUCED BY: \_\_\_\_\_

PUBLIC WORKS

2ND BY: \_\_\_\_\_

WAYS & MEANS

A RESOLUTION AUTHORIZING THE RENOVATIONS AT 120 AIRLINE DRIVE IN AND FOR THE COUNTY OF ONEIDA, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$300,000, AND AUTHORIZING THE ISSUANCE OF \$300,000 BONDS OF SAID COUNTY TO PAY THE COST THEREOF. (H539)

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

Section 1. Renovations at 120 Airline Drive, in and for said County, including incidental costs, is hereby authorized at a maximum estimated cost of \$300,000.

Section 2. The plan for the financing of such maximum estimated cost is by the issuance of \$300,000 bonds of said County hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is twenty-five years, pursuant to subdivision 12(a)(1) of paragraph a of Section 11.00 of the Local Finance Law

Section 4. The faith and credit of said County of Oneida, New York, are hereby irrevocable pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. To the extent not paid from other sources, there shall annually be levied on all the taxable real property of said County, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Comptroller, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the County Comptroller, the chief fiscal officer of such County. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the County Comptroller shall determine consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. This resolution, which takes effect immediately, shall be published in summary form in the *Observer Dispatch* and in the *Rome Sentinel*, the official newspapers of such County, together with a notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.

APPROVED:

DATED:

Adopted by the following roll call vote:

AYES \_\_\_\_\_ NAYS \_\_\_\_\_ ABSENT \_\_\_\_\_

INTRODUCTORY  
NO. \_\_\_\_\_

F.N. 2016- 061

## ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. \_\_\_\_\_

INTRODUCED BY: \_\_\_\_\_

**AIRPORT  
WAYS & MEANS**

2ND BY: \_\_\_\_\_

A RESOLUTION AUTHORIZING PLANNING AND DESIGN EXPENSES IN CONNECTION WITH THE RENOVATION OF FACILITIES AT GRIFFISS AIRFIELD IN AND FOR THE COUNTY OF ONEIDA, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$750,000, AND AUTHORIZING THE ISSUANCE OF \$750,000 BONDS OF SAID COUNTY TO PAY THE COST THEREOF. (H516)

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

Section 1. Planning and design expenses in connection with the renovation of facilities at Griffiss Airfield, in and for said County, including incidental costs, is hereby authorized at a maximum estimated cost of \$750,000.

Section 2. The plan for the financing of such maximum estimated cost is by the issuance of \$750,000 bonds of said County hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is five years, pursuant to subdivision 62 of paragraph a of Section 11.00 of the Local Finance Law

Section 4. The faith and credit of said County of Oneida, New York, are hereby irrevocable pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. To the extent not paid from other sources, there shall annually be levied on all the taxable real property of said County, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Comptroller, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the County Comptroller, the chief fiscal officer of such County. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the County Comptroller shall determine consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. This resolution, which takes effect immediately, shall be published in summary form in the *Observer Dispatch* and in the *Rome Sentinel*, the official newspapers of such County, together with a notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.



ONEIDA COUNTY  
OFFICE OF THE COUNTY EXECUTIVE

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

January 19, 2016

FN 20 16-064



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

WAYS & MEANS

Honorable Members:

There is a need for additional funds in various salary and related personal services' accounts throughout the County for 2015. These transfer requirements have resulted from a variety of factors such as the transfer of employees between cost centers and the payment of overtime for special projects that may arise. The resulting payroll adjustments, as expected, caused budgetary shortages in many salary accounts, all of which are adequately covered by surpluses in other personal services' accounts.

Due to the need to close the 2015 accounting records, I ask that these transfers be acted upon at the **February 10<sup>th</sup> meeting**. I therefore request your Board approval for the following **2015** fund transfers:

**TO:**

AA# A1110.101 - County Court, Salaries .....	\$ 210.
AA# A1165.102 - District Attorney, Temporary Help .....	57,698.
AA# A1170.101 - Public Defender-Criminal, Salaries .....	36,102.
AA# A1310.101 - Finance-Commissioner, Salaries.....	668.
AA# A1313.101 - Finance-Real Estate, Salaries .....	524.
AA# A1340.101 - Budget, Salaries .....	632.
AA# A1410.101 - County Clerk-Registrar, Salaries .....	797.
AA# A1410.103 - County Clerk-Registrar, Overtime.....	3,005.
AA# A1412.101 - Naturalization, Salaries .....	176.
AA# A1420.102 - Law Department, Temporary Help .....	860.
AA# A1430.101 - Personnel, Salaries .....	4,477.

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**TO, continued:**

AA# A1490.101 - Public Works Commissioner, Salaries.....	632.
AA# A3110.101 - Sheriff-Administration, Salaries .....	1,557.
AA# A3110.103 - Sheriff-Administration, Overtime.....	56.
AA# A3112.103 - Sheriff-Security, Overtime.....	762.
AA# A3115.103 - Sheriff-Civil, Overtime .....	286.
AA# A3115.107 - Sheriff-Civil, Salaries 207-C Injury .....	10,053.
AA# A3120.102 - Sheriff-Law Enforcement, Temporary Help .....	1,540.
AA# A3120.103 - Sheriff-Law Enforcement, Overtime .....	59,981.
AA# A3120.107 - Sheriff-Law Enforcement, Salaries 207-C Injury .....	122,609.
AA# A3140.102 - Probation Office, Temporary Help .....	3,016.
AA# A3141.101 - Domicile Restriction Program, Salaries.....	3,917.
AA# A3142.101 - PINS Diversion Program, Salaries.....	4,902.
AA# A3142.103 - PINS Diversion Program, Overtime .....	3,157.
AA# A3150.103 - Sheriff-Jail Inmates, Overtime .....	135,508.
AA# A3313.101 - Stop DWI Program, Salaries .....	353.
AA# A3430.101 - Drug Enforcement Task Force, Salaries .....	3,843.
AA# A4010.101 - Public Health Administration, Salaries.....	2,125.
AA# A4012.103 - Public Health Clinic, Overtime.....	1,380.
AA# A4021.101 - Community Wellness, Salaries .....	1,685.
AA# A4060.101 - Education Handicapped Children Admin., Salaries.....	1,607.
AA# A4060.103 - Education Handicapped Children Admin., Overtime .....	73.
AA# A4082.103 - WIC Program, Overtime .....	5,048.
AA# A4089.101 - Immunization Action Plan, Salaries.....	329.
AA# A4091.101 - Cancer Services Program, Salaries .....	743.
AA# A4091.103 - Cancer Services Program, Overtime .....	71.
AA# A5620.101 - Department of Aviation, Salaries.....	17,299.
AA# A5620.102 - Department of Aviation, Temporary Help .....	2,360.
AA# A6010.103 - Social Services Administration, Overtime.....	1,693.
AA# A6011.103 - Children & Adult Services, Overtime.....	33,199.
AA# A6014.101 - Employment Program, Salaries.....	976.
AA# A6015.101 - Home Energy Assistance Program, Salaries.....	641.
AA# A6510.101 - Veterans Service Agency, Salaries.....	1,898.
AA# A6772.103 - Office for the Aging, Overtime .....	3,529.
AA# A6773.101 - Senior Nutrition Program, Salaries .....	293.
AA# A6774.103 - Office for Continuing Care, Overtime .....	1,365.
AA# A7310.103 - Youth Bureau, Overtime .....	422.
AA# A8020.101 - Planning Department, Salaries.....	4,502.

"A" Fund Total: \$ 538,559.

AA# D3310.103 - Traffic Control, Overtime .....	\$ 2,642.
AA# D5010.103 - Highway & Bridges Administration, Overtime .....	1,559.
AA# D5020.101 - Engineering, Salaries .....	7,664.

"D" Fund Total:\$ 11,865.



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**Page 3**

**TO, continued:**

AA# G8110.101 - W.P.C.- Administration, Salaries.....	\$	1,186.
AA# G8120.101 - W.P.C.- Sanitary Sewers, Salaries .....		2,269.
AA# G8120.103 - W.P.C.- Sanitary Sewers, Overtime.....		2,334.
AA# G8130.103 - W.P.C.- Sewage Treatment, Overtime.....		7,512.
AA# G8140.101 - W.P.C.- Industrial Program, Salaries .....		386.
AA# G8140.103 - W.P.C. - Industrial Program, Overtime .....		<u>4,583.</u>
"G" Fund Total:		\$ 18,270.

AA# J6297.102 - Workforce Invest Act-Summer Youth, Temporary Help.....	\$	27,915.
AA# J6300.102 - Workforce Development Administration, Temporary Help .....		27,928.
AA# J6303.102 - Oneida County College Student Corps, Temporary Help .....		<u>185,882.</u>
"J" Fund Total:		\$ 241,725.

**FROM:**

AA# A1110.102 - County Court, Temporary Help .....	\$	210.
AA# A1165.101 - District Attorney Office, Salaries.....		9,462.
AA# A1165.103 - District Attorney Office, Overtime .....		4,566.
AA# A1173.101 - Public Defender-Civil, Salaries.....		43,545.
AA# A1311.101 - Finance-Treasury, Salaries.....		1,192.
AA# A1410.102 - County Clerk-Registrar, Temporary Help.....		539.
AA# A1411.101 - Motor Vehicle Bureau, Salaries .....		3,439.
AA# A1420.101 - Law Department, Salaries .....		860.
AA# A1430.102 - Personnel, Temporary Help .....		5,109.
AA# A1610.101 - Central Services, Salaries.....		24,055.
AA# A1620.101 - Building & Grounds, Salaries .....		27,807.
AA# A1620.102 - Building & Grounds, Temporary Help .....		3,222.
AA# A3112.101 - Sheriff-Security, Salaries .....		762.
AA# A3115.101 - Sheriff-Civil, Salaries .....		64,309.
AA# A3120.101 - Sheriff-Law Enforcement, Salaries .....		131,773.
AA# A3140.101 - Probation Office, Salaries .....		14,992.
AA# A3150.101 - Sheriff-Jail Inmates, Salaries .....		135,508.
AA# A3313.102 - Stop DWI Program, Temporary Help .....		353.
AA# A3430.102 - Drug Enforcement Task Force, Temporary Help.....		3,843.
AA# A4012.101 - Public Health Clinic, Salaries .....		13,061.
AA# A5620.103 - Department of Aviation, Overtime .....		8,256.
AA# A6010.101 - Social Services Administration, Salaries .....		1,693.
AA# A6011.101 - Children & Adult Services, Salaries .....		33,199.
AA# A6013.101 - Medicaid Administration, Salaries.....		976.
AA# A6015.102 - Home Energy Assistance Program, Temporary Help .....		641.
AA# A6772.101 - Office for the Aging, Salaries .....		3,822.
AA# A6774.101 - Office for Continuing Care, Salaries.....		<u>1,365.</u>
"A" Fund Total:		\$ 538,559.

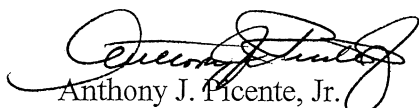
**Board of Legislators**  
**January 19, 2016**  
**Page 4**  
**FROM, continued:**

AA# D3310.101 - Traffic Control, Salaries.....\$ 2,642.  
AA# D5010.101 - Highways & Bridges Administration, Salaries .....9,223.  
"D" Fund Total: 11,865.

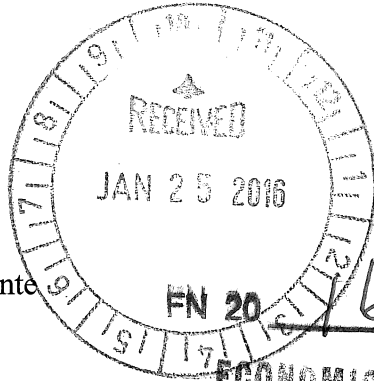
AA# G8130.101 - W.P.C. - Sewage Treatment, Salaries ..... \$ 18,270.  
"G" Fund Total: \$ 18,270.

AA# J6300.101 - Workforce Development Administration, Salaries .....\$ 75,918.  
AA# J6300.495 - Workforce Development Administration, Other Expenses.....165,807.  
"J" Fund Total:\$ 241,725.

Respectfully submitted,

  
Anthony J. Picente, Jr.  
Oneida County Executive

AJP:gp  
CC:County Attorney  
Comptroller  
Budget Director



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

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

January 4, 2016

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

**ECONOMIC DEVELOPMENT  
 & TOURISM**  
**WAYS & MEANS**

Dear Mr. Picente,

I am pleased to forward for your review a two-year contract that the members of the MVCC Adjunct and Part-time Association and the MVCC Board of Trustees have both ratified. This collective bargaining agreement is within the parameters set forth by the MVCC Board of Trustees. The net cost as percentage of payroll for this unit is 3.0% for each of the two years.

**BACKGROUND**

This is the first agreement between Mohawk Valley Community College (College), Oneida County and the Association of Adjuncts and Part-time Professionals (APA/Association) since the bargaining unit was established in September 2012 when PERB established the bargaining unit. The College and the Association participated in numerous negotiation and mediation sessions.

**NON-FINANCIALS**

As this is the first contract between the two parties, many of the articles simply codify existing college practices with regard to adjunct faculty and part-time staff. Additional articles such as grievances or discipline are modeled after similar practices with other bargaining units at the College.

**FINANCIALS**

**Adjunct Wage Adjustment**

Academic Year 2015	Lecture:	\$49.72 per contact hour
	Lab:	\$42.07 per contact hour
*Total cost based upon Fall adjuncts: \$109,000 (210 unduplicated count)		
Academic Year 2016	Lecture:	\$0.00 increase per contact hour
	Lab:	\$0.00 increase per contact hour
*Total cost: \$0.00		

Retiree rate of pay (overload rate) shall be frozen for this agreement.

**Part-time Professional Wage Adjustment**

September 1, 2015    Total cost based upon Fall 2015 part-time professional:  
\$9,100 (100 unduplicated headcount)

September 1, 2016    Total cost based upon Fall 2015 part-time professional:  
\$9,300

I hope that you will support this collective bargaining agreement and respectfully request that you forward it for expedited review by the Oneida County Board of Legislators. Enclosed are three signed copies of the contract for your records.

If there are any questions about this agreement or about the changes it contains, please do not hesitate to call me directly.

Sincerely,



Randall J. VanWagoner, Ph.D.  
President

Enclosures

C:    MVCC Board of Trustees

**TENTATIVE AGREEMENT  
BETWEEN  
MOHAWK VALLEY COMMUNITY COLLEGE  
ONEIDA COUNTY  
AND  
MOHAWK VALLEY COMMUNITY COLLEGE  
ADJUNCT AND PART-TIME ASSOCIATION**

**ARTICLE 1 – RECOGNITION CLAUSE**

This Collective Bargaining Agreement (“Agreement”) is made by and between Mohawk Valley Community College (the “College”), Oneida County (the “County”) and the Mohawk Valley Community College Adjunct & Part-Time Association, NYSUT, AFT, AFL-CIO (the “Association”). The College, the County and the Association may be hereinafter referred to as the “Parties”.

The College and the County recognize the Association as the exclusive representative of the following employees and persons of comparable title for the purposes of collective bargaining, and the settlement of grievances as provided by the Public Employees’ Fair Employment Act, New York Civil Service Law, Article 14 (the “Taylor Law”):

Adjunct, Administrative Support Specialist, Advisor, Assistant Coach, CCED Coordinator, Coach, Communications Specialist, Ex-Offender Program Counselor, Fitness Center Coach, Fitness Center Staff, Fitness Center Supervisor, Lab Assistant, Librarian, Licensed Mental Health Counselor, Lifeguard, Part Time Professional, Part Time Professional Child Care, Part Time Professional Media, Part Time Program Specialist - CCED, Part Time Teacher, Professional Tutor, Program Specialist, Student Service Specialist, Technical Assistant, Technical Assistant- Events, Technical Assistant - Video, Technical Assistant - Tool Crib, and Tutor.

The following employees are excluded from this agreement: CCED instructors, all Events positions other than Technical Assistant—Events, and all Student Employees (Work Study and Student Assistant).

Except for “Student Employee,” the term “Employee” as used in this Agreement shall mean an employee who is represented by the Association.

## ARTICLE 2 – ASSOCIATION AND EMPLOYEE RIGHTS

- 2.1 Association Membership. The Employer and the Association hereby agree that employees have the right to freely organize, join or support, or refrain from joining or supporting, the Association for the purpose of engaging in collective bargaining or negotiation and other lawful, concerted activities for mutual aid and protection. The Employer and the Association undertake and agree that they will not directly or indirectly deprive, coerce, or harass any employee in the enjoyment of any right conferred upon him/her by the provisions of Article 14 of the Civil Service Law; that they will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership, or lack thereof, in the Association or his/her participation, or lack thereof, in any lawful activity of this Association or in collective negotiations with the Employer or his/her institution of any grievance or complaint under this agreement.
- 2.2 Use of Facilities. The Association, or its representatives, shall be permitted to transact official Association business on College property conditioned upon the understanding that such usage not conflict with normal college operations. The Association will make advance arrangements with the College pursuant to College policy and procedures.
- 2.3 Dues Deductions.
- A. The Association shall notify the Employer, in writing, as to the amount of its dues and any change thereof. Upon receipt of appropriate individual member written authorization, the Employer shall deduct the regular membership dues of the Association from the wages of each such member and remit said deductions promptly to the Association until otherwise notified in writing by the member.
- B. Agency Fee. The Association shall be entitled to the benefit of Agency Fee.
- C. The Association shall hold the College harmless against any and all claims, suits or other liabilities that shall or may arise by reason of action taken by the College to comply with this Section.
- 2.4 Meetings of the Parties. The College and Association shall each appoint up to three (3) representatives to a committee empowered to meet and discuss general matters arising from the operations of this Agreement. Meetings of the committee may be initiated by either party through written request to the other. The committee shall have no authority to discuss any matter that has been formally submitted as a grievance or in negotiations.
- 2.5 Equal Employment Opportunities. All applicants possessing the required qualifications shall receive equal opportunity for employment and upon employment shall be treated equally regardless of race, color, age, religion, sex, marital status, disability, sexual orientation, national origin, military status, or political affiliation in all matters including but not limited to recruitment, employment, upgrading, promotions, demotions, transfers, lay-offs, terminations, training, rates of pay and/or other forms of compensation.

Additionally, the provisions of this Agreement shall be applied equally to all qualified employees without discrimination as listed above. Nothing in this provision shall limit an employee's rights to pursue a remedy to a violation of this Article, which may include actions outside of the contractual Grievance Procedure.

- 2.6 Curriculum. The parties recognize that curriculum determinations are reserved exclusively to the Board and/or as directed by the State University of New York or the State Education Department. Unit member recommendations in the area of curriculum may be sought through the appropriate Centers and following procedures adopted by a college-wide committee of faculty.
- 2.7 No Strike. The Association agrees and affirms that neither it nor its members have, and will not assert, the right to strike against the College, to assist or participate in a strike, withhold services, or to impose an obligation to conduct, assist or participate in such strike, and that the Association and its members shall comply with their responsibilities under the Taylor Law.
- 2.8 Contract Distribution. Copies of this Agreement shall be printed by the Association and made available upon request to all members of the bargaining unit.
- 2.9 Jury Duty. Jury duty shall be governed by the College's policy as set forth in the MVCC Employee Handbook. This policy is stated as follows: "Individuals scheduled for jury duty, or as a result of a subpoena, shall be released from their employment responsibilities for such duty or appearance without loss of pay. Any payment or fees, exclusive of mileage allowance, shall be paid to the College. The absence should be indicated in the appropriate time record, and a copy of the summons for jury duty or subpoena should be forwarded to the Human Resource Department." The College shall allow the Association one (1) week to comment prior to implementing any proposed changes.
- 2.10 Parking. Parking shall be free of charge for bargaining unit members on the Utica and Rome campuses in accordance with College policies and procedures for parking.
- 2.11 Indemnification. The Employer shall indemnify the employee from financial loss arising out of any claim, demand, suit, or judgment by reason of the alleged negligence of such employee provided the employee, at the time such damages were sustained, was acting in the course of his/her official duties and within the scope of his/her employment, and such act did not result from the willful act or gross negligence of the employee and, provided further, that the employee, within five (5) days of the time he/she is served with any summons, complaint, process, notice, demand, or pleading, will deliver the original or a copy of the same to the Vice President for Administrative Services.
- 2.12 Employees in Nursing and Allied Health and Student Health Center who are required to obtain malpractice insurance shall be reimbursed up to one hundred dollars (\$100.00) toward the annual premium cost upon the College's receipt of proof of such current insurance.

- 2.13 Employment Policies. Upon request by the Association, the College shall provide the unit designation for any new part-time professional position.

### **ARTICLE 3 – MANAGEMENT RIGHTS**

Except as limited by the specific and express terms of this Agreement, the College hereby retains and reserves unto itself all rights, powers, authority, duties, and responsibilities conferred upon or vested in it by law including, but not limited to, the right to determine the purpose, mission, objectives, and policies of the College; to determine the facilities, methods, means, equipment, procedures, and personnel required to conduct the College programs; to administer the personnel system of the College, including, but not limited to, the recruitment, selection, appointment, evaluation, training, retention, reduction in force, promotion, assignment and discipline, suspension, demotion, and discharge of employees; to direct, supervise, schedule, and assign the work force; to establish standards and criteria for performance; to maintain the discipline and efficiency of the employees and the operation of the College, and to take whatever actions may be necessary or appropriate to carry out the mission of the College. All of the customary and usual rights, powers, functions, and authority possessed by management are vested in the College Administration and the College Administration shall continue to exclusively exercise such powers, duties, and responsibilities during the period of this Agreement.

### **ARTICLE 4 – ADJUNCTS**

- 4.1 Adjuncts. Adjunct teaching positions are those held by part-time employees of the College who teach fewer than twelve (12) credit hours or fewer than fifteen (15) contact hours a semester.
- 4.2 Adjunct Faculty Assignment Procedure.
- A. This section shall be interpreted so as to be consistent with the priority rights of Section 5.6.D of the Agreement between the College and the Professional Association as of September 1, 2013, except that assignment to bargaining unit members shall take precedence over assignment to prospective adjuncts. Prospective Adjuncts are those who have not been employed at MVCC for the previous one (1) year or twelve (12) months.
  - B. Assignment to available courses shall be made on the basis of a bargaining unit member's qualifications. Qualifications shall include but not be limited to relevant education, relevant experience teaching subject matter, experience teaching in a community college, and relevant professional/industrial experience.



4.3 Wherever used in this Agreement the term:

- A. Class period shall mean a 50-minute period in which a group teaching method is employed, including recitations, lectures, discussions, demonstrations or combinations of these. Where class sessions are for two or more consecutive periods, a break equal to ten minutes for each sixty minutes will be scheduled by the adjunct faculty member. Breaks shall not be aggregated and used for early dismissal.
- B. A practicum period shall mean a 50-minute period devoted to the direction and guidance of student application or development of principles, concepts, and skills in a particular physical environment such as laboratory, clinical laboratory, studio periods, drafting work, and field trips. Where multiple consecutive practicum periods are scheduled, breaks equal to ten (10) minutes for each 60 minutes of the practicum session will be scheduled by the faculty member. Due to the nature of the practicums, it may not be possible to provide breaks in this manner.
- C. Contact hour shall mean a class period or a practicum period.
- D. Independent study shall mean a course of individual study approved by the College.
- E. Web-based course shall mean a course approved by the College for online instruction.
- F. Hybrid course shall mean a course approved by the College for instruction of which a portion is delivered online.
- G. Nothing in this section shall limit the College's right to establish other methods of delivery.
- H. Course shall mean a program of instruction recorded with the College and designated by a single catalog number. Section, when used in terms of instruction, shall mean a certain class, lab, or practicum as designated by a course reference number (CRN).
- I. Adjunct faculty shall state in their syllabi and be available to their students for at least one (1) office hour per week for each lecture section (excluding labs/practicums/clinical courses) distributed over the days of the week when classes are in session to provide instructional or other assistance. Adjunct faculty teaching web-based courses shall schedule one (1) virtual office hour per week per web-based section. Office hour shall mean a 50-minute period. Adjunct faculty shall make a reasonable effort to accommodate a student unable to meet during the designated office hour.

- J. Adjunct faculty may alter office hours by announcing changes in advance to students with notice to the appropriate college official.
- 4.4 The size of a section scheduled for a class or practicum period for a particular course shall be determined by the Administration.
- A. The expected size for a section scheduled for a class period shall be 35 students.
  - B. The Administration will make every effort to form a new section when any given class size exceeds 40 students as of the Census Date.
  - C. The size of a practicum section will reflect health and safety considerations, and availability of space and equipment.
  - D. Nothing herein shall prevent the College from providing for large lecture classes or adjusting class or practicum sessions.

## ARTICLE 5 – PART-TIME PROFESSIONALS

- 5.1 Part-time Professional. Part-time professional positions are those held by members of the bargaining unit who work fewer than 35 hours per week in positions other than adjunct teaching positions.
- 5.2 Part-Time Professional Assignment Procedure.
- A. Assignment of work hours to bargaining unit members shall take precedence over assignment to prospective part-time professionals. Prospective part-time professionals are those who have not been employed at MVCC for the previous one (1) year or twelve (12) months.
  - B. Assignment to available part-time professional positions shall be made on the basis of a bargaining unit member's qualifications. Qualifications shall include but not be limited to relevant education, relevant professional experience in a community college setting, and relevant professional/industry experience.
- 5.3 Part-Time Professional Assignment Notice. The professional obligation of a part-time professional staff employee shall begin on the first day of assignment and continue to the last day of the assignment. The College shall notify part-time professional employees of their hourly rate of pay, scheduled work times, title, expected duration of assignment, and supervisor.

## ARTICLE 6 – EVALUATION AND DISCIPLINE

### 6.1 Evaluation.

- A. Adjunct Faculty. The College shall strive to evaluate adjunct faculty early in their employment. Adjunct faculty shall be evaluated at least once within the first 12 credit hours of teaching or three (3) semesters, whichever is longer, and at least once every three (3) years thereafter. Such evaluation shall be based on teaching performance.
- B. Part-Time Professional Staff. The College shall strive to evaluate part-time professionals early in their employment. Part-time professionals shall be evaluated at least once within the first two (2) years of date of hire, and at least once every three (3) years thereafter. Such evaluation shall be based on professional performance.
- C. The evaluator shall provide the employee with a copy of the evaluation. Upon provision/receipt of the evaluation, the evaluator/employee shall have the right to meet to discuss it. The employee has the right to bring any material the employee feels is pertinent to the proper consideration of the nature and scope of the evaluation prior to its submission to the appropriate College Administrative officer. The employee has the right to supplement the evaluation, and any such material shall become a permanent part of the employee's official Human Resources file.
- D. Areas that are not suitable for evaluative comment include but are not limited to:
  - 1. All or part of an unauthorized audiotape or videotape made by a student.
  - 2. Results of student surveys. The parties affirm that data collected through student surveys are not suitable for evaluative comment. Such data may be used for other management purposes
  - 3. Declining an offered course or section, including online courses.
  - 4. Non-participation in College activities.
  - 5. Re-scheduling of office hours.

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

- A. Copies of all formal evaluations of the employee made pursuant to this Article.
- B. Information relating to the employee's academic and professional accomplishments submitted by the employee to be placed in the file at his/her request.
- C. Any other materials which become pertinent to an employee's evaluation for any purpose. The Human Resources file shall be available for review by the employee's representative, under written authorization by the employee, during

normal office hours. Copies of material shall be made by the College and furnished to the employee upon his/her request and at his/her expense.

- D. An employee will be notified at the time of inclusion of any material in his/her Official Human Resources file and will be provided a copy thereof.
- 6.3 Discipline. The parties affirm that there shall be no requirement of "progressive discipline" but that all disciplinary action taken shall be at an appropriate level.
- A. Notice of Reason. Following an investigation by the College regarding a concern or concerns involving an employee, the initiation of a disciplinary charge against an employee shall be in writing with a copy to the employee. This document shall include penalty sought from the College and shall inform the employee of his/her right of Association representation.
  - B. The employee shall have an opportunity to present any relevant information concerning the charge to the Executive Director of Human Resources within 20 days of the Notice of Reason. This time limit may be extended by mutual agreement of the College and the Association.
  - C. Should the College continue to believe discipline is appropriate, a Disposition of Charge shall be issued no later than 60 days from the date of the Notice of Reason. This time limit may be extended by mutual agreement of the College and the Association.
  - D. No Precedent Established. The disposition of any particular case short of arbitration shall not constitute a precedent nor prejudice the position of either party with respect to matters processed hereunder.
  - E. Bargaining unit members shall not bring private attorneys to hearings, grievances, or arbitrations without prior approval of the College and the Association.

## ARTICLE 7 – GRIEVANCES

The Parties mutually agree that all grievances will be processed free of coercion, discrimination, or reprisal. Informal settlements at any stage shall bind the immediate parties to the settlement but shall not constitute a precedent with regard to any grievances that may later be filed.

### 7.1 Definition of Grievance

A grievance is defined as an allegation by the Association or a member or members of the bargaining unit of misinterpretation, misapplication, or discriminatory application of a specific term, condition, or provision of this agreement by the College.

### 7.2 Grievance Procedure

The grievance procedure shall be as follows:

Step One. Prior to the filing of any written grievance, the grievant (the Association or the grieving employee) will attempt to resolve the grievance informally with the immediate administrative supervisor.

If a grievance has unit-wide implication, the "immediate administrative supervisor" shall be the College's Executive Director of Human Resources. Written filing of a grievance at Step One will be with the Executive Director of Human Resources or the Executive Director's designee and will be no later than thirty calendar days following the date on which the act or omission giving rise to the grievance occurred or the date on which the grievant first knew or reasonably should have known of such act or omission if that date is later. The Executive Director of Human Resources or the Executive Director's designee may request the grievant to meet in an effort to resolve the grievance. The Executive Director of Human Resources or the Executive Director's designee shall reply to the grievant, in writing, within fifteen calendar days following the Executive Director's receipt of the grievance.

Step Two. An appeal from an unsatisfactory decision at Step One shall be presented in writing to the Office of the President by the grievant within seven (7) calendar days of receipt of the Step One determination. The President or the President's designee may, within seven (7) calendar days of receipt of such appeal, schedule a Step Two review to be held within 14 calendar days thereof, and may designate a Hearing Officer to preside thereat. In the event a review is held and presided over by a Hearing Officer, a record shall be prepared and forwarded to the President or the President's designee within seven (7) calendar days of the completion of the review and shall include the Hearing Officer's findings of fact and recommendation, if any. The President or the President's designee shall issue a determination within seven (7) calendar days of receipt of the appeal, or of receipt of the record if a review has been held.

Step Three. In the event that the grievance is not resolved at Step Two, the Association may submit the issue to arbitration in accordance with the rules of the Public Employees Relations Board. The Parties may seek the services of the American Arbitration Association as an alternative to the Public Employees Relations Board if there is mutual consent to do so. The Association must file a demand for arbitration no later than thirty calendar days from the unsatisfactory resolution of Step Two. Following Step Two, the decision to further process the grievance to arbitration belongs exclusively to the Association.

### 7.3 Arbitration

The arbitrator shall have no power to add to or subtract from, modify, or expand the provisions of this Agreement in arriving at the determination; shall confine the decision solely to the interpretation of this Agreement; and shall not require either party to do or refrain from doing an act beyond his/her/its/their powers, as provided by law or otherwise.

The arbitrator shall consider only the precise issue submitted for arbitration, and shall have no authority to determine any other issue or question not so submitted, nor included

in the decision observations or declarations of opinion not essential to the reaching of the determination.

A record of the proceedings shall be made if requested by the College or the Association at the cost of the requestor or requestors. All fees and expenses of the arbitrator shall be equally divided between the College and the Association; except that each shall bear the cost of preparing and presenting its own case.

The award of the arbitrator shall be in writing, shall be signed by the arbitrator, and shall be final and binding on the parties and be subject only to the provisions of Article 75 of the New York Civil Practice Law and Rules.

The College and the Association may mutually agree, in writing, to extend the time limits herein specified.

## ARTICLE 8 – COMPENSATION AND ECONOMIC CONSIDERATION

### 8.1 Basic Wage Adjustment.

#### A. Adjunct Faculty

Rates paid adjunct faculty shall be increased as indicated on the first day of instruction of the following academic years:

	<u>class period</u>	<u>practicum period</u>
2013 – 2014	no increase	no increase
2014 – 2015	no increase	no increase
2015 – 2016	\$49.72	\$42.07
2016 – 2017	no increase	no increase

#### B. Part-time Professional:

Part-time Professional hourly wages shall be increased as indicated:

Effective

September 1, 2013	2% plus \$.30 (increase to base but not retroactive)
September 1, 2014	2% plus \$.30 (increase to base but not retroactive)
September 1, 2015	2% plus \$.15
September 1, 2016	2% plus \$.15

C. Bargaining unit members who retired from full-time employment at the College on or before the date of ratification of this Agreement shall continue to be paid at the rate they received at the time of ratification. That rate shall be frozen for the duration of this Agreement.

D. Nothing herein shall prevent the granting of selective increases by the College. If in years 2013-2014 and/or 2014-2015 a part-time professional received a selective increase and that increase was equal to or greater than the negotiated raise, the individual shall receive no wage adjustment for that year. If such raise was less than negotiated raise for

that year, the annual raise shall be adjusted to be equal to the negotiated raise. Such individuals shall receive the negotiated raises in all remaining years of the Agreement.

E. The following shall not disqualify a bargaining unit member from receiving increases under this article:

1. Changes in title
2. Changes from adjunct to part-time professional
3. Changes from part-time professional to adjunct

8.2 Compensation shall be paid in accordance with the normal payroll schedule.

8.3 Bargaining Unit members who are contacted off-campus to report to work outside of their normal schedule shall be compensated for a minimum of two (2) hours at the Section 8.6 rate.

8.4 Bargaining unit members who are former full-time employees of the College shall continue to enjoy all rights, benefits, and privileges, etc. provided to them by collective bargaining agreement, Board of Trustees Policies, or emeritus status, as appropriate, unless such rights, benefits, privileges, etc. are altered by mutual agreement. Future retirees shall continue to enjoy the same rate of pay as they had before they retired unless this Agreement provides for a higher rate of pay or unless the employee returns to a position that is substantially different from the position the retiree last held at the College. Nothing in this Agreement shall be interpreted so as to diminish or remove any right, benefit, or privilege, etc. provided to a former full-time employee of the College by collective bargaining agreement, Board of Trustees Policies, or emeritus status, as appropriate.

8.5 Subject to the availability of employees outside of normal work times, bargaining unit members shall be compensated per Section 8.6 for attending all mandatory or expected events.

8.6 Compensation for other assignments as provided in this Agreement shall be as follows:

Adjunct faculty	Part-time Professional
One third of the lecture contact hour rate	Normal hourly rate

8.7 Direct Deposit. Bargaining unit members must receive their wages via an electronic funds transfer. Each bargaining unit member must sign the necessary forms authorizing their wages to be deposited into a financial institution of the member's choice via an electronic funds transfer. If a member chooses not to have his/her wages deposited into a financial institution, the member may opt to have his/her wages deposited on a pre-paid card. The College will not issue paper paychecks to bargaining unit members.

## ARTICLE 9 – WEB-BASED COURSES

9.1 Definition. A web-based course is a course approved by the College for online instruction. A hybrid course eligible for compensation is a course approved by the College for online instruction of which at least twenty percent (20%) is delivered online. If a web-based course consists of an off-the-shelf, pre-authored, or uploadable media from a publisher or any other multi-media vendor, it is defined as a prefabricated web-based course. Such a prefabricated course may be used as a web-based course by a bargaining unit member but it is not subject to compensation as described herein.

9.2 Basis of Participation. Participation in web-based courses shall be voluntary for all bargaining unit members.

9.3 Technical Support. The College is committed to providing the best training and technical support possible to instructors of web-based courses both during the developmental period and when the course is offered. Bargaining unit members who intend to create online courses must be trained in the technology, special skills and methods necessary for online instruction including retraining to address changes in technology. Training will be offered by the College at a mutually agreeable time. The statement of principle contained herein and the commitment to training contained herein are not subject to the arbitration step of the grievance process.

9.4 Class Size. Beginning with the ratification of this Agreement, all web-based courses will have a cap of 25 students. Upon mutual written agreement with the bargaining unit member, the cap may be raised above 25, but not to exceed 40.

9.5 Assignment.

A. Bargaining unit members may develop and may teach web-based courses

B. Should the College offer a web-based course developed by a bargaining unit member, the bargaining unit member shall receive consideration based on the criteria in Section 3.2.B.

9.6 Compensation.

A. Compensation for course development shall be \$625 per credit hour.

B. Compensation for the first semester a course is taught shall be \$250 per credit hour in addition to compensation as set forth in Article 6.

## ARTICLE 10 – PATIENT PROTECTION AND AFFORDABLE CARE ACT

10.1 The formula to determine the number of work hours to be credited to an adjunct faculty member for purposes of implementation of the Patient Protection and Affordable Care Act shall be three (3) work hours for every course credit hour. One (1) credit hour shall be the equal of 45 Affordable Care Act hours. The three work hours shall include all



duties performed in and outside the classroom, to include but not be limited to teaching, grading, preparations, office hours, final exams, and meetings.

- 10.2 The number of work hours to be credited to a part-time professional staff member for purposes of implementation of the Patient Protection and Affordable Care Act shall be one hour for every hour worked.
- 10.3 The Measurement Period for implementation of the Patient Protection and Affordable Care Act shall be 12 months.
- 10.4 During the Measurement Period; average work load shall be computed over a rolling 52 week period with the current week as the 52<sup>nd</sup> week.

## **ARTICLE 11 – LEAVES**

- 11.1 Individual Paid Leave. Bargaining unit members shall be entitled to one (1) day of paid leave per year (September 1 to August 31). Notice of intent to utilize such leave will be made (except in emergencies) a minimum of two (2) working days in advance, in writing, and is to be directed to the immediate supervisor following procedures established by the College. Such leave shall be taken in whole day increments.
- 11.2 Bargaining Unit Leave. In addition to the individual paid leave provided herein, the College shall make available 70 hours of leave for use by members of the bargaining unit for union business per year (September 1 to August 31). This leave may be utilized upon the approval of the President of the Association. Notice of intent to utilize such leave will be made (except in emergencies) a minimum of two (2) working days in advance to the immediate supervisor with a copy to the Executive Director of Human Resources. Leave recipients shall be permitted to rearrange their schedule or otherwise provide coverage for their own class and/or duties, subject to approval by their immediate supervisor. Such leave shall be taken in increments of one (1) hour.

## **ARTICLE 12 – ACADEMIC FREEDOM**

It is the policy of the Board of Trustees to maintain and encourage academic freedom, within the law, of inquiry, teaching, and research as stated in current Board of Trustees policies. The College shall provide the Association with notice and the opportunity to comment before the Board of Trustees policy on Academic Freedom is changed.

## **ARTICLE 13 – LEGISLATIVE ACTION**

It is agreed by and between the Parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore shall not become effective until the appropriate legislative body has given approval. The Parties agree to support jointly any legislative or administrative action necessary to implement the provisions of this Agreement.

## ARTICLE 14 – SAVINGS AND SEPARABILITY

If any provisions of this Agreement or any application of it to any employee is found to be contrary to law, such provision or application shall continue in full force and effect to the extent permitted by law and all other provisions and/or applications shall continue in full force and effect. This Agreement sets forth the full and complete commitments between the Parties. During its term, this Agreement may not be altered, changed, added to, deleted from or otherwise modified except by the voluntary, mutual consent of the parties evidenced by a written, dated, and signed amendment to this Agreement.

FOR THE ASSOCIATION

Jerome M. Brown

23 October 2015

DATE

FOR THE COLLEGE

Raymond J. Bura

10/23/15

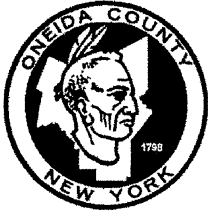
DATE

FOR THE COUNTY

Raymond J. Bura

10/23/15

DATE



## ONEIDA COUNTY DEPARTMENT OF LAW

Oneida County Office Building  
800 Park Avenue ♦ Utica, New York 13501-2975  
(315) 798-5910 ♦ fax: (315) 798-5603  
[www.ocgov.net](http://www.ocgov.net)

ANTHONY J. PICENTE, JR.  
COUNTY EXECUTIVE

PETER M. RAYHILL  
COUNTY ATTORNEY

FN 20 16 - 067

January 28, 2016

### ECONOMIC DEVELOPMENT & TOURISM

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

### WAYS & MEANS

RE: Application to Reorganize and Expand Foreign-Trade Zone 172

Dear County Executive Picente:

On January 8, 1991 Oneida County received a Grant of Authority from the United States Foreign-Trade Zones Board to operate Foreign-Trade Zone 172 for the benefits of companies engaged in international trade located within Oneida County.

New procedures have been adopted by the Foreign-Trade Zones Board, to provide faster, simpler access to Foreign-Trade Zone service.

Applicable rules, regulations and/or guidelines of the FTZ Board require that the Resolution of the Oneida County Board of Legislators authorizing the Oneida County Executive, Anthony J. Picente, Jr., to execute the Application "be dated no more than six (6) months prior to the submission of the Application" (the "6 Month Rule").

Due to various delays, the Application was not ready for execution and submission within the time period required by the 6 Month Rule. The Application is now ready to be submitted, but in order to be in compliance with the 6 Month Rule it is necessary for the Oneida County Board of Legislators to approve, ratify and confirm Resolution No. 382 of 2014 (including the Zone Schedule, a copy of which is attached hereto).

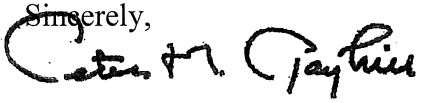
As this will be an important economic development tool for Oneida County, I am requesting that the Board of Legislators approve a new schedule of operations for Foreign-Trade Zone 172 as well as authorize you to submit an application to recognize and expand Foreign-Trade Zone 172 at their **February 10, 2016** meeting.

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

Anthony J. Picente, Jr.  
County Executive

24

Sincerely,

A handwritten signature in black ink that reads "Peter M. Rayhill". The signature is written in a cursive style with a large initial "P" and "R".

Peter M. Rayhill  
County Attorney

cc: Steven DiMeo, EDGE

SS

**ONEIDA COUNTY BOARD OF LEGISLATORS**

**RESOLUTION NO.** \_\_\_\_\_

**INTRODUCED BY:** \_\_\_\_\_

**2<sup>nd</sup> BY:** \_\_\_\_\_

**RE: APPROVAL, RATIFICATION AND CONFIRMATION OF RESOLUTION NO. 382 OF 2014 (APPLICATION TO REORGANIZE AND EXPAND FOREIGN-TRADE ZONE 172)**

**WHEREAS**, Oneida County received a Grant of Authority from the United States Foreign-Trade Zones Board (the “FTZ Board”) on January 8, 1991 to operate Foreign-Trade Zone 172 for the benefit of companies engaged in international trade located within Oneida County; and

**WHEREAS**, the Foreign-Trade Zones Board has adopted a new procedure, the “Alternative Site Framework”, to provide faster, simpler access to Foreign-Trade Zone services; and

**WHEREAS**, the Alternative Site Framework can be an important economic development tool; and

**WHEREAS**, Foreign-Trade Zone access will be made available on a uniform basis to companies across the service area, in a manner consistent with the legal requirement that each Foreign-Trade Zone be operated as a public utility; and

**WHEREAS**, on December 23, 2014 the Oneida County Board of Legislators adopted Resolution No. 382 of 2014 which authorized the Oneida County Executive, Anthony J. Picente, Jr., “to execute and submit an application to reorganize and expand Foreign-Trade Zone 172 under the Alternative Site Framework to designate a service area encompassing all of Oneida County” (the “Application”) and “approved, ratified and confirmed the Zone Schedule governing operations within Foreign-Trade Zone 172” attached thereto (the “Zone Schedule”); and

**WHEREAS**, applicable rules, regulations and/or guidelines of the FTZ Board require that the Resolution of the Oneida County Board of Legislators authorizing the Oneida County Executive, Anthony J. Picente, Jr., to execute the Application “be dated no more than six (6) months prior to the submission of the [A]pplication” (the “6 Month Rule”); and

**WHEREAS**, due to various delays, the Application was not ready for execution and submission within the time period required by the 6 Month Rule; and

**WHEREAS**, the Application is now ready to be submitted, but in order to be in compliance with the 6 Month Rule it is necessary for the Oneida County Board of Legislators to approve, ratify and confirm Resolution No. 382 of 2014 (including the Zone Schedule, a copy of which is attached hereto).

**NOW, THEREFORE**, be it hereby

**RESOLVED**, that Resolution No. 382 of 2014 (including the Zone Schedule, a copy of which is attached hereto) is hereby approved, ratified and confirmed.

**APPROVED:** \_\_\_\_\_

**DATED:** \_\_\_\_\_, 2016

**Adopted by the following vote:**

**AYES** \_\_\_\_\_ **NAYS** \_\_\_\_\_ **ABSENT** \_\_\_\_\_



**ONEIDA COUNTY DEPARTMENT OF  
WATER QUALITY & WATER POLLUTION CONTROL**

51 Leland Ave, PO Box 442, Utica, NY 13503-0442  
(315) 798-5656 wpc@ocgov.net FAX 724-9812

**Anthony J. Picente,**  
County Executive

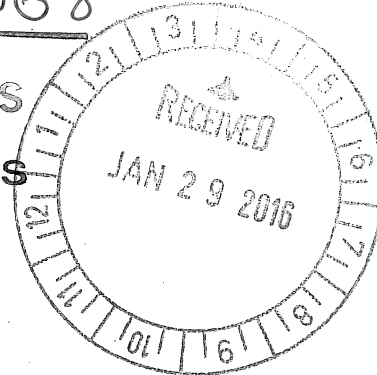
**Steven P. Devan, P.E.**  
Commissioner

December 3, 2015

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

FN 20 16 - 068

**PUBLIC WORKS  
WAYS & MEANS**



Re: Work Order #30, Amendment 3  
Program Administration-FY2016  
Capital Project HG-448 CWSRF No. C6-6070-08-00  
GHD Consulting Services, Inc.

Dear County Executive Picente:

On March 29, 2013 the Master Agreement to provide engineering services for compliance with the consent order issued by the New York State Department of Environmental Conservation (NYSDEC) and for resolving permit issues affecting the Oneida County Water Pollution Control Plant between Oneida County and Shumaker Consulting Engineering and Land Surveying, PC was assigned to GHD Consulting Services, Inc. The Master Agreement calls for the submission of work orders with associated pricing for specific tasks that are needed as the project develops.

The NYSDEC consent order has many administrative requirements. Among these is the submission of various reports and plans as well as coordination and reporting requirements for NYSEFC, the funding agency for the project. Along with project coordination and management, these tasks will require significant effort from the consultants.

GHD has submitted for consideration Work Order #30, Amendment 3, which would cover the program administration costs for FY2016. Department staff has reviewed this work order and its scope of work and find it acceptable. It is recommended that this work order be accepted with an estimated cost of \$98,000. Funding for this work order will be tracked by capital project HG-448.

I would appreciate consideration of this work order by you and the Board of Legislators at your earliest convenience. I am available to meet with you or the Board at your convenience to discuss this request and explain it in more detail. Thank you for your consideration in this matter.

Sincerely,

**THE ONEIDA COUNTY DEPARTMENT OF  
WATER QUALITY AND WATER POLLUTION CONTROL**

Steven P. Devan, P.E.  
Commissioner

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

Date: 1/29/16

Cc: Karl E. Schrantz, P.E. – O'Brien & Gere Engineering, Inc.  
John J. LaGorga, P.E. – GHD Consulting Services, Inc.

Attachments: Six (6) copies of Work Order #30, Amendment 3  
Contract Summary Sheet

58

Competing Proposal	<u>  X  </u>
Only Respondent	<u>      </u>
Sole Source RFP	<u>      </u>
Other	<u>      </u>

**ONEIDA COUNTY BOARD OF LEGISLATORS  
CONTRACT SUMMARY**

**Name & Address of Vendor:** GHD Consulting Services, Inc.  
1 Remington Park Dr.  
Cazenovia, NY 13035

**Title of Activity or Service:** Work Order #30, Amendment 3  
Program Administration-FY2016

**Proposed Dates of Operation:** FY2016

**Client Population/Number to be Served:** 110,000 people

**Summary Statements**

1) Narrative Description of Proposed Services: This work order covers the program administration costs resulting from NYSDEC Consent Order #R620060823-67 for FY2016.

2) Program/Service Objectives and Outcomes: Produce the reports and paperwork necessary for NYSDEC and NYSEFC.

3) Program Design and Staffing: GHD Consulting Services, Inc. will provide the services with over site from WQ&WPC

**Total Funding Requested:** \$95,000                      **Account #:** HG448

**Oneida County Dept. Funding Recommendation:** Funding for this work order will be tracked with capital projects HG448.

**Proposed Funding Sources (Federal \$/ State \$/County \$):** Municipalities are funding the debt service for the projects this applies to through the \$1.05 per thousand gallons surcharge being collected.

**Cost Per Client Served:** Varies by municipality.

**Past Performance Data:** GHD through O'Brien and Gere Engineers continues to do an excellent job managing this arduous task.

**O.C. Department Staff Comments:** The NYSDEC consent order has many reporting requirements attached to it. Managing the funding through NYSEFC also has considerable time and effort associated with it.





**WORK ORDER 30  
AMENDMENT NO. 3**

**PROGRAM ADMINISTRATION – FY-2016  
CWSRF Project No. C6-6070-08-10**

**I. PROJECT UNDERSTANDING**

The purpose of this Amendment to Work Order 30 is to continue providing Program Administration services through January 31, 2017. Program Administration covers those services related to project management, consent order and regulatory compliance reporting, and funding agency coordination all in support of the SPDES Permit Compliance and sanitary sewer overflow (SSO) Mitigation project. Services will be provided primarily by O'Brien and Gere Engineers, Inc. (OBG) with support from other "project team" members as needed.

**II. SCOPE OF SERVICES**

**a. Task 1: Project Management**

The project team will provide general coordination with and periodic progress updates to the Commissioner.

The project team will also assist Oneida County in documenting appropriate correspondence with the New York State Department of Environmental Conservation (NYSDEC) relevant to the Project, including preparing letters to address issues affecting scopes of service and deliverables.

In addition, project management will include staffing and resource allocation, sub-consultant coordination, project accounting, cost control, and program administration assistance to the Commissioner on an as needed basis. Karl Schrantz, P.E. from OBG will be the Project Manager for this Work Order.

**b. Task 2: Annual Work Plan**

Submission of Annual Work Plans is a requirement of the Consent Order. Annual Work Plans are due January 31<sup>st</sup> of each year. For this Work Order, the project team will prepare the Annual Work Plan due January 31, 2017.

The Annual Work Plan will be prepared per the requirements of Section D in Schedule A of the new Consent Order. This will generally include a description and schedule of planned sewer rehabilitation and facility upgrades for the upcoming calendar year. Additionally, descriptions of upcoming work relative to engineering investigations and evaluations along with management programs will also be included in the Annual Work Plan.

**d. Task 3: Quarterly Reports**

Submission of Quarterly Reports is a requirement of the new Consent Order. Quarterly Reports are required for the quarters ending March 31<sup>st</sup>, June 30<sup>th</sup>, September 30<sup>th</sup>, and December 31<sup>st</sup> of each year, with reports due 30 days after the end of each quarter. For this Work Order, the project team will prepare the four (4) quarterly reports for 2016.

The Quarterly Reports will be prepared per the requirements of Article XIII of the revised Consent Order (December 12, 2011). This will generally include the summarizing of: the status and progress for engineering investigations and evaluations; management programs; approved schedules; assessment of effectiveness of completed rehabilitation; and completed capital improvements projects and facility upgrades. Additionally, the Quarterly Reports will indicate any changes in key Oneida County personnel and new flows added to the system (with summary of associated I/I offset) within the Sauquoit Creek Pumping Station basin area.

Flow monitoring results from 2015 and assessments will be documented and summarized in the first quarterly progress report for 2016.

**e. Task 4: NYSEFC Coordination and Reporting**

Under this task, the project team will assist Oneida County in coordinating project aspects with NYSEFC. This will include: annual update to the NYSEFC's Intended Use Plan; preparation of project team monthly MWBE reporting; strategizing with NYSEFC regarding additional/future funding opportunities; and coordination with NYSEFC regarding general program requirements.

**f. Task 5: Regulatory Coordination**

Under this task, the project team will assist Oneida County in coordinating regulatory and SPDES permit items as they relate to overall project compliance, including flow accounting and interdependence with consent order compliance.

**III. SCHEDULE**

The work of this Work Order will continue through the 2016 fiscal year and ending January 31, 2017.

**IV. COMPENSATION**

- a. Oneida County will be billed for actual labor hours charged at the billing rates contained in Attachment A, plus direct project expenses (e.g., identifiable reproduction costs, shipping charges, etc.). The Compensation for the Scope of Services is estimated at \$95,000 as outlined in Section II is shown on Table 1.
- b. Payments for the work will be due monthly on the basis of statements submitted by the GHD Consulting Services Inc. for the work performed during the period.

- c. Additional services beyond the Scope of Services will be considered extra work and will necessitate additional compensation.

**V. STANDARD TERMS AND CONDITIONS**

The services described above will be completed as an amendment to Work Order No. 30 under the Terms and Conditions of the Master Agreement for Consulting Services with the effective date of July 16, 2007, between Shumaker Consulting Engineering & Land Surveying, P.C. and Oneida County and assigned to GHD Consulting Services Inc. dated March 29, 2013.

**VI. MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE AND EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT**

GHD Consulting Services Inc. will comply with the applicable provisions of New York State Executive Law 15-A that pertain to professional service contracts which includes making good faith effort to achieve assigned goals for participation by minority and women-owned business enterprises (hereinafter referred to as MWBE) and equal employment opportunity (EEO) where required by the work of this contract. The percentage goals for MWBE participation and EEO are defined in consulting team's MWBE Utilization Plan previously approved by NYSEFC.

This Work Order is duly executed between Consultant and Client. Upon execution of this Work Order, Consultant is authorized to proceed with the work.

**Consultant**  
**GHD CONSULTING SERVICES INC.**

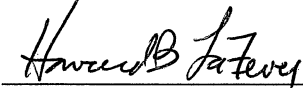
**Client**  
**COUNTY OF ONEIDA**

By: Howard B. LaFever, PE

By: Anthony J. Picente Jr.

Title: Principal

Title: County Executive

Signature: 

Signature: \_\_\_\_\_

Date: 1/27/16

Date: \_\_\_\_\_

**ATTACHMENT A  
RATE SCHEDULE**

**1.0 GHD CONSULTING SERVICES, INC.**

**1.1 Hourly Rates**

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

<b>Labor Category</b>	<b>Hourly Rate</b>
Vice President/Technical Advisor	\$239.00
Senior Associate	\$212.00
Associate	\$185.00
Senior Project Manager	\$167.00
Senior Engineer	\$160.00
Project Manager	\$150.00
Project Engineer III	\$140.00
Project Engineer II	\$130.00
Project Engineer I	\$121.00
Engineer/Scientist II	\$107.00
Engineer/Scientist I	\$95.00
Architect	\$115.00
Managing Designer	\$145.00
Senior Designer	\$115.00
Designer	\$104.00
Junior Designer	\$90.00
Senior Drafter	\$82.00
Drafter	\$73.00
Technician	\$69.00
Construction Project Representative	\$93.00
Field Technician	\$59.00
Secretarial/Word Processing	\$74.00

**1.2 Non-salary expenses and outside services attributable to the Project**

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

- 1.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 1.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 1.2.3 The actual cost of outside services and subcontractors;
- 1.2.4 Not Used;
- 1.2.5 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 1.2.6 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 1.2.7 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 1.2.8 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 1.2.9 The actual cost of premiums paid on overtime worked.

**ATTACHMENT A  
RATE SCHEDULE**

**1.0 O'BRIEN & GERE ENGINEERS, INC.**

**1.1 Hourly Rates**

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

<b>Labor Category</b>	<b>Hourly Rate</b>
Project Officer	\$236.00
Project Manager 1	\$178.00
Architect/Engineer/Scientist 3	\$137.00
Architect/Engineer/Scientist 2	\$115.00
Architect/Engineer/Scientist 1	\$94.00
Engineering Technician 3	\$103.00
Engineering Technician 2	\$88.00
Engineering Technician 1	\$72.00
Intern	\$41.00
Administrative Assistant	\$77.00

**1.2 Non-salary expenses and outside services attributable to the Project**

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

- 1.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 1.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 1.2.3 The actual cost of outside services and subcontractors;
- 1.2.4 Not used;
- 1.2.5 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 1.2.6 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 1.2.7 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 1.2.8 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 1.2.9 The actual cost of premiums paid on overtime worked.





**ONEIDA COUNTY DEPARTMENT OF  
WATER QUALITY & WATER POLLUTION CONTROL**

51 Leland Ave, PO Box 442, Utica, NY 13503-0442  
(315) 798-5656 wpc@ocgov.net FAX 724-9812

**Anthony J. Picente,**  
County Executive

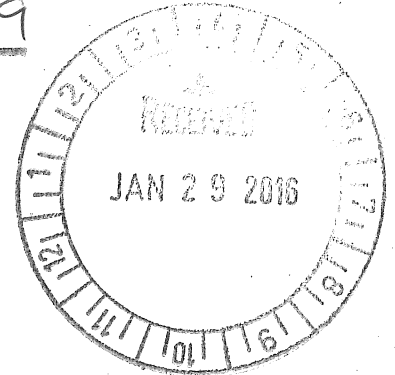
**Steven P. Devan, P.E.**  
Commissioner

December 3, 2015

FN 20 16-069

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

**PUBLIC WORKS  
WAYS & MEANS**



Re: Work Order #29, Amendment 3  
Private property I/I Reduction Program Implementation-Phase 4  
GHD Consulting Services, Inc.

Dear County Executive Picente:

On March 29, 2013 the Master Agreement to provide engineering services for compliance with the consent order issued by the New York State Department of Environmental Conservation (NYSDEC) and for resolving permit issues affecting the Oneida County Water Pollution Control Plant between Oneida County and Shumaker Consulting Engineering and Land Surveying, PC was assigned to GHD Consulting Services, Inc. The Master Agreement calls for the submission of work orders with associated pricing for specific tasks that are needed as the project develops.

GHD has submitted for consideration Work Order #29, Amendment 3 which would cover Phase 4 of the implementation of a district-wide Private Inflow and Infiltration Reduction Program. Implementing this program in the Sauquoit Creek Pumping Station service area is a requirement of the current NYSDEC consent order. Furthermore, the program is being implemented district-wide due to concerns over capacity at the Oneida County Water Pollution Control Plant.

Department staff has reviewed this work order and its scope of work and find it acceptable. It is recommended that this work order be accepted with an estimated cost of \$102,000. Funding for this work order will come from the Department 2016 operating budget as the program will now be implemented district-wide.

I would appreciate consideration of this work order by you and the Board of Legislators at your earliest convenience. I am available to meet with you or the Board at your convenience to discuss this request and explain it in more detail. Thank you for your consideration in this matter.

Sincerely,

**THE ONEIDA COUNTY DEPARTMENT OF  
WATER QUALITY AND WATER POLLUTION CONTROL**

Steven P. Devan, P.E.  
Commissioner

Cc: Karl E. Schrantz, P.E. – O'Brien & Gere Engineering, Inc.  
John J. LaGorga, P.E. – GHD Consulting Services, Inc.

Attachments: Six (6) copies of Work Order #29, Amendment 3  
Contract Summary Sheet

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

Date 1/29/16

66

Competing Proposal	<u>  X  </u>
Only Respondent	<u>          </u>
Sole Source RFP	<u>          </u>
Other	<u>          </u>

**ONEIDA COUNTY BOARD OF LEGISLATORS  
CONTRACT SUMMARY**

**Name & Address of Vendor:** GHD Consulting Services, Inc.  
1 Remington Park Dr.  
Cazenovia, NY 13035

**Title of Activity or Service:** Work Order #29, Amendment 3  
Private Property I/I Reduction  
Program Implementation –Phase 4

**Proposed Dates of Operation:** FY2016

**Client Population/Number to be Served:** 110,000 people

**Summary Statements**

- 1) Narrative Description of Proposed Services: This work order covers the implementation of Phase 4 of a Private Inflow and Infiltration Reduction Program for the Oneida County Sewer District for FY2016.
- 2) Program/Service Objectives and Outcomes: The objective of the work order is to advance the key programmatic elements as outlined in the proposed PPII Reduction Program dated June 29, 2012 as well as those that developed out of the PPII Working Group collaboration.
- 3) Program Design and Staffing: GHD Consulting Services, Inc. will provide the services with over site from WQ&WPC

**Total Funding Requested:** \$102,000                      **Account #:** G8110.195

**Oneida County Dept. Funding Recommendation:** Funding for this work order will be provided by the Department 2016 operating budget as it is district-wide.

**Proposed Funding Sources (Federal \$/ State \$/County \$):** Funding for this work order will be provided by the Department 2016 operating budget as it is district-wide.

**Cost Per Client Served:** \$0.93

**Past Performance Data:** Implementation of private I/I reduction is an arduous process.

**O.C. Department Staff Comments:** Implementation of this program is required by the NYSDEC consent order for the Sauquoit Creek Pumping Station service area and is being implemented for rest of the district due to capacity concerns at the Oneida County Water Pollution Control Plant.





**WORK ORDER NO. 29  
AMENDMENT NO. 3**

**PRIVATE PROPERTY I/I REDUCTION PROGRAM IMPLEMENTATION – PHASE 4**

**I. PROJECT UNDERSTANDING**

The ability to reduce inflow and infiltration from the satellite sanitary sewer systems of the Oneida County Sewer District (District) is critical to meeting the District's overall sanitary sewer overflow (SSO) mitigation program. Addressing the private property contribution of I/I is a key aspect of the program. This includes the need to collect data through physical inspections of private property, development of programs for removing illegal sump pump, roof leader, and other non-sanitary sewage discharges to the sanitary system, and educating the public on the benefits of eliminating illegal connections. In 2013, a community-based Work Group was formed that is working closely with the District and consultant team to advance the implementation of initial elements of a private property I/I reduction program.

The intent of this amendment to Work Order 29 is to continue to provide the technical support in 2016 necessary to ensure continued successful implementation of a private property I/I reduction program. This includes the development of some of the key programmatic elements as outlined in the proposed PPII Reduction Program dated June 29, 2012 as well as those that developed out of the 2015 PPII Working Group collaboration.

**II. SCOPE OF SERVICES**

**A. Task 1: PPII Working Group**

The Project Team will continue to collaborate with the Town/Village representatives who will be responsible for helping implement a community-based private property I/I reduction program. The June 29, 2012 Proposed PPII Framework plus topics of interest identified during subsequent PPII Working Group sessions will be the basis for further developing the plan. Two (2) work sessions are anticipated over the course of 2016. Progress reports will be prepared following each work session and technical documents developed as program elements are designed. Additional support will include:

1. Technical guidance and direction to municipal representatives at Working Group meetings, as well as coordination and follow-up between work sessions.
2. Research of financing options for residential private property I/I repairs and improvements.
3. Engineering/technical coordination relative to the private property I/I program implementation.

**B. Task 2: Data Collection Support Services**

The goal in 2016 is to increase voluntary participation in the private property inspections program with the objective of documenting neighborhoods where illicit private property connections to the sanitary sewer system are suspected to exist. Private property inspections were intended to have been initiated prior to 2014. Our services will generally consist of the following:

1. Coordinate data collected by the municipalities with Oneida County Planning for entry into the appropriate Lucity inspection module. It is assumed that field inspections will be performed by municipal employees of each member municipality and not by Oneida County/District staff or its engineering consulting team.
2. Prepare for and conduct a joint training session for local municipal personnel on use of the data collection materials and private property inspection techniques.
3. For purposes of this Work Order, it is assumed that two (2) communities will perform the actual field work for private property I/I inspections in 2016. Engineering services will be limited to technical support to the municipal inspectors as well as receiving and coordinating the upload of inspection data to the project GIS server. Engineering services will not include conducting and/or coordinating the actual home/business inspections.

**C. Task 3: Private Property Inflow/Infiltration (I/I) Reduction Project Design**

Based on information obtained either from Task 6, above or from institutional and historical knowledge, the Project Team will identify a neighborhood where a private property I/I reduction project, if constructed, will remove a significant quantity of I/I from the sanitary sewer system. The Project Team will design a project and seek funding sources for that specific project and position it for future funding. Services will consist of the following:

1. Engage the services of a NYS licensed land surveyor to perform a topographic survey of the neighborhood/streets where a project is to be constructed. The survey will locate topographic features such as streets, curbs, existing utilities, homes, fences, trees and shrubs, and a location for a storm sewer outfall.
2. Coordinate with municipal officials regarding the proposed storm sewer design, as it pertains to location, materials, discharge point, sump pump and roof leader locations, and other elements.
3. Using the topographic survey as a base map, design a sewer separation project that will accept discharges from roof leaders, sump pumps, or both in the selected project area.
4. Prepare a Basis of Design Report for the proposed project, including approximate volume of I/I potentially removed as a result of the project and construction cost estimates.
5. Develop 30% conceptual drawings for the purpose of applying for funding for the proposed project.

6. Identify and apply for funding on behalf of the project owning municipality.

**D. Task 4: Private Property Lateral Sanitary Sewer Rehabilitation Program**

1. Several of the most recent on-going mainline sanitary sewer rehabilitation contracts included condition assessment of private property laterals. This task will identify and design a project to repair the full length of the sanitary laterals, including the portion on private property.
  - a) The project team will develop a pilot lateral repair project based on review of previously submitted lateral CCTV footage from County Contracts 7 and 8. The intent of that pilot project is to repair lateral sewer pipes that exhibit defects such as cracks, breaks, holes, roots, etc. that allow surface and groundwater to enter the sanitary system.
  - b) Develop 30% conceptual drawings for the purpose of applying for funding for the proposed project.
  - c) Identify and apply for funding on behalf of the project-owning municipality.
2. Development of Local Law – Lateral Inspection/Repairs at time of Property Transfer - In addition to the pilot project, we will also research and prepare the technical content for a draft local law (or amendment to the Sewer Use Ordinance) regarding lateral inspection/repair at the time of property transfer.

**E. Task 5: Project Management**

Project management will include staffing and resource allocation, sub consultant coordination, cost control, and administrative assistance to the Commissioner on an as needed basis. Karl Schrantz, P.E. from O'Brien and Gere will be the Project Manager and Brian Whittaker, P.E. from O'Brien and Gere will be the Project Engineer for this Work Order. Nancy Pattarini and Catherine Manion will be the Lead Project Coordinators from Paige Marketing Communications Group, Inc.

**F. Task 6: Private Property Inflow/Infiltration (I/I) Community Education Program**

There continues to be great importance placed on the execution of a District-wide education program. As such, activities will continue to place emphasis on the Sauquoit Creek Pump Station Basin, but encourage participation throughout all member communities.

The goals of the community education program are to: provide understanding of the necessity of private property I/I reduction; increase receptiveness to voluntary participation in home inspections; provide residents with the information and resources to make their I/I improvements; measure program results in order to show the effectiveness of the program toward compliance with the NYSDEC consent order; and build a database of information that will serve as a helpful resource to homeowners and guide future efforts of the District and District municipalities.

The following provides more specific detail as to the services that will be provided:

### 1. Community Education/Information

Operation Ripple Effect™, the branded initiative promoting the PPII program, was fully launched in 2015. Operation Ripple Effect provides simple steps to help keep the Mohawk River clean and achieve consent order milestones.

The project team will be responsible in 2016 for advancing this critical public information and education program. This will include:

- a) Designing, drafting, editing and producing hard and digital copies of public information collateral, such as brochures, posters, newsletter articles, door tags, sewer bill inserts, and project progress reports.
- b) Planning and facilitating community education events, focus groups, and public information briefings related to project activities.
- c) Developing business partnerships to expand the information distribution network capabilities and audience reach.
- d) Maintaining and further developing the private I/I consumer website ([rippleeffectOCSD.org](http://rippleeffectOCSD.org)) to meet advancing project needs.
- e) Manage web site content revisions as directed by County and consultation team leaders.
  - Develop and post project information of importance to District residents, including progress reports, upcoming private I/I initiatives such as home inspections, achievement of project milestones, cost and funding information, and other aspects of program implementation.
  - Develop visuals and other illustrative materials to deliver user-friendly, easy to understand content.

### 2. Mass Media

The project team will utilize a variety of channels – including print, digital and broadcast – to advance awareness of Operation Ripple Effect™. This includes:

- a) Maintaining content on the project websites ([rippleeffectOCSD.org](http://rippleeffectOCSD.org) and [sewerrehabOCSD.org](http://sewerrehabOCSD.org)) to reflect the progressive status of the project, including materials for the public, municipal leaders, and Steering Committee members.
- b) Identifying and engaging advertising placements to support program goals.
- c) Developing visuals, advertisements and other illustrative materials to deliver user-friendly, easy-to-understand content.
- d) Enhance mechanisms to encourage public feedback at various project stages.

## II. SCHEDULE

The work associated with this Work Order No. 29, Amendment No. 3 – Private Property I/I Reduction Program Implementation – Phase 4 will commence when authorized by Oneida County and will continue through December 31, 2016.

**III. COMPENSATION**

- A. Oneida County will be billed for actual labor hours charged at the billing rates contained in Attachment A, plus direct project expenses (e.g., identifiable reproduction costs, shipping charges, etc.). The Compensation for the Scope of Services outlined in Section II is estimated at \$102,000 as indicated in Table 1.
- B. Payments for the work will be due monthly on the basis of statements submitted by the GHD Consulting Services Inc, for the work performed during the period.
- C. Additional services beyond the Scope of Services will be considered extra work and will necessitate additional compensation.
- D. Private Property I/I Reduction Program Implementation – Phase 4 budget will be closed out effective the close of business on December 31, 2016 with the balance of the unexpended budget applied to the District’s fund balance.

**IV. STANDARD TERMS AND CONDITIONS**

The services described above will be completed as Work Order No. 29, Amendment No. 3 under the Terms and Conditions of the Master Agreement for Consulting Services dated July 16, 2007, between Shumaker Consulting Engineering & Land Surveying, P.C. and Oneida County and assigned to GHD Consulting Services Inc. dated March 29, 2013.

This Work Order is duly executed between Consultant and Client. Upon execution of this Work Order, Consultant is authorized to proceed with the work.

**Consultant**

**Client**

**GHD CONSULTING SERVICES INC.**

**COUNTY OF ONEIDA**

By: Howard LaFever, P.E.

By: Anthony J. Picente, Jr.

Title: Principal

Title: County Executive

Signature: *Howard B. LaFever*

Signature: \_\_\_\_\_

Date: 1/27/16

Date: \_\_\_\_\_

**ATTACHMENT A  
RATE SCHEDULE**

**1.0 O'BRIEN & GERE ENGINEERS, INC.**

**1.1 Hourly Rates**

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

<b>Labor Category</b>	<b>Hourly Rate</b>
Project Officer	\$236.00
Project Manager 1	\$178.00
Architect/Engineer/Scientist 3	\$137.00
Architect/Engineer/Scientist 2	\$115.00
Architect/Engineer/Scientist 1	\$94.00
Engineering Technician 3	\$103.00
Engineering Technician 2	\$88.00
Engineering Technician 1	\$72.00
Intern	\$41.00
Administrative Assistant	\$77.00

**1.2 Non-salary expenses and outside services attributable to the Project**

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

- 1.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 1.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 1.2.3 The actual cost of outside services and subcontractors;
- 1.2.4 Not used;
- 1.2.5 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 1.2.6 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 1.2.7 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 1.2.8 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 1.2.9 The actual cost of premiums paid on overtime worked.

**ATTACHMENT A  
RATE SCHEDULE**

**1.0 PAIGE MARKETING COMMUNICATIONS GROUP, INC.**

**1.1 Hourly Rates**

ENGINEER will pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

<b>Labor Category</b>	<b>Hourly Rate</b>
Principal	\$150.00
Web Developer	\$115.00
Public Relations Manager	\$105.00
Video Production Manager	\$105.00
Account Planner	\$95.00
Copy Writer	\$85.00
Graphic Designer	\$85.00
Public Relations Specialist	\$75.00
Account Coordinator	\$75.00
Production Specialist	\$75.00
Secretarial/Office Support	\$50.00

**1.2 Non-salary expenses and outside services attributable to the Project**

ENGINEER shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

- 1.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 1.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 1.2.3 The actual cost of outside services and subcontractors;
- 1.2.4 Authorized mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 1.2.5 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 1.2.6 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 1.2.7 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 1.2.8 The actual cost of premiums paid on overtime worked.

November 4, 2015

**Fee Estimate  
 Work Order 29  
 Amendment 3**

TABLE 1

Description	Task 1		Task 2		Task 3		Task 4		Task 5		Task 6		Task 7		Task 8		Total Hrs	Billing Rate 2016	Total Cost	Subtotals	
	PP/I Working Group	Data Collection Support Services	PP/I Reduction Project Design	Lateral Program	Project Management	PP/I Community Education	Task 7	Task 8	Task 7	Task 8	Task 7	Task 8	Task 7	Task 8							
<b>O'Brien &amp; Gere Engineers, Inc.</b>																					
Project Officer	8	4	4	8													0	\$236.00	\$0.00		
Engineer 3	16	24	32	40	16												40	\$178.00	\$7,120.00		
Engineer/Scientist 2					12												124	\$137.00	\$16,988.00		
Engineer/Scientist 1	16	24	16	48													104	\$94.00	\$9,776.00		
Engineering Technician 3			114	115													0	\$103.00	\$0.00		
Engineering Technician 2																	229	\$88.00	\$20,152.00		
Intern		8															0	\$41.00	\$0.00		
Administrative Assistant																	8	\$77.00	\$616.00		
<b>Paige Group</b>																					
Principal	25																25	\$150.00	\$3,750.00		
Web Designer		13															15	\$115.00	\$1,725.00		
Public Relations Manager	12				8												40	\$105.00	\$4,200.00		
Video Production Manager	8																15	\$105.00	\$1,575.00		
Account Planner	45	20			30												125	\$95.00	\$11,875.00		
Copy Writer																	0	\$85.00	\$0.00		
Graphic Designer		15															30	\$85.00	\$2,550.00		
Public Relations Specialist	13	13			8												41	\$75.00	\$3,075.00		
Account Coordinator	10																22	\$75.00	\$1,650.00		
Production Specialist	10	10			10												40	\$75.00	\$3,000.00		
Office Support	30																30	\$50.00	\$1,500.00		
<b>Subtotal Labor</b>	\$19,220.00	\$13,137.00	\$16,632.00	\$21,536.00	\$9,532.00	\$9,495.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	<b>888</b>			<b>\$89,552.00</b>	
Direct Expenses																					
Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				\$0.00	
Reproduction/Plotting	\$0.00	\$1,200.00	\$0.00	\$0.00	\$0.00	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				\$2,700.00	
Office Expenses	\$900.00	\$0.00	\$478.00	\$250.00	\$120.00	\$8,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				\$9,748.00	
Subcontractors	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				\$0.00	
<b>Subtotal Disbursements</b>	\$900.00	\$1,200.00	\$478.00	\$250.00	\$120.00	\$9,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				<b>\$12,448.00</b>	
<b>PROJECT TOTAL</b>	\$20,120.00	\$14,337.00	\$17,110.00	\$21,786.00	\$9,652.00	\$18,995.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				<b>\$102,000.00</b>	
																			<b>ESTIMATED COMPENSATION</b>		<b>\$102,000.00</b>





**ONEIDA COUNTY DEPARTMENT OF  
WATER QUALITY & WATER POLLUTION CONTROL**

51 Leland Ave, PO Box 442, Utica, NY 13503-0442  
(315) 798-5656 wpc@ocgov.net FAX 724-9812

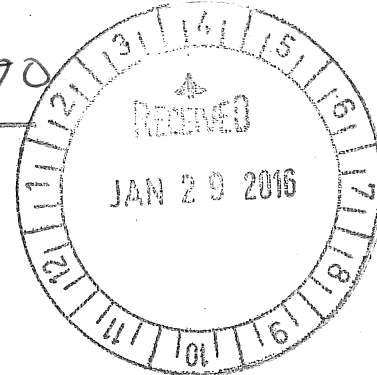
**Anthony J. Picente,**  
County Executive

**Steven P. Devan, P.**  
Commissioner

December 3, 2015

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

FN 20 16-070



**PUBLIC WORKS  
WAYS & MEANS**

Re: Work Order #31, Amendment  
Post Modification Emissions Testing  
GHD Consulting Services, Inc.

Dear County Executive Picente:

On March 29, 2013 the Master Agreement to provide engineering services for compliance with the consent order issued by the New York State Department of Environmental Conservation (NYSDEC) and for resolving permit issues affecting the Oneida County Water Pollution Control Plant between Oneida County and Shumaker Consulting Engineering and Land Surveying, PC was assigned to GHD Consulting Services, Inc. The Master Agreement calls for the submission of work orders with associated pricing for specific tasks that are needed as the project develops.

The United States Environmental Protection Agency (USEPA) has promulgated new rules regarding the incineration of sewage sludge. By March 21, 2016, the current incineration process needs to be brought up to these new standards or an alternative method of sludge processing needs to be in place.

Initial emissions tests on both incinerators were conducted in October of 2013. The results of this testing showed that both Incinerator #1 and Incinerator #3 needed additional air pollution control devices installed to meet the new NYSDEC and USEPA mercury emissions regulations. The purpose of this work order is to test both incinerators once these devices are installed to insure compliance with the new regulations

GHD has submitted for consideration Work Order #31, Amendment 1, which would provide the necessary emissions testing. Department staff has reviewed this work order and its scope of work and find it acceptable. It is recommended that this work order be accepted with an estimated cost of \$72,600. Funding for this work order will be tracked by capital project HG-482.

I would appreciate consideration of this work order by you and the Board of Legislators at your earliest possible convenience. I am available to meet with you or the Board at your convenience to discuss this request and explain the work order in more detail. Thank you for your consideration in this matter.

Sincerely,

**THE ONEIDA COUNTY DEPARTMENT OF  
WATER QUALITY AND WATER POLLUTION CONTROL**

Steven P. Devan, P.E.  
Commissioner

Reviewed and Approved for submittal to  
Oneida County Board of Legislators

Date 1/29/16

Attachments: Contract Summary Sheet  
Six (6) copies of Work Order #31, Amendment 1

Competing Proposal	<u>  X  </u>
Only Respondent	<u>          </u>
Sole Source RFP	<u>          </u>
Other	<u>          </u>

**ONEIDA COUNTY BOARD OF LEGISLATORS  
CONTRACT SUMMARY**

**Name & Address of Vendor:** GHD Consulting Services, Inc.  
1 Remington Park Dr.  
Cazenovia, NY 13035

**Title of Activity or Service:** Work Order #31, Amendment 1  
Post Modification Emission Testing

**Proposed Dates of Operation:** Spring 2016

**Client Population/Number to be Served:** 110,000 people

**Summary Statements**

- 1) Narrative Description of Proposed Services: This work order covers the performing emissions testing on incinerators #1 and #3 to comply with the new NYSDEC and USEPA air regulations which take effect March 21, 2016. This testing will be done after modifications to the incinerators to control mercury emissions have been completed.
- 2) Program/Service Objectives and Outcomes: Produce an emissions testing report documenting compliance with new NYSDEC and USEPA air regulations.
- 3) Program Design and Staffing: GHD Consulting Services, Inc. and O'Brien and Gere Engineering will provide the services with over site from WQ&WPC

**Total Funding Requested:** \$72,600                      **Account #:** HG482

**Oneida County Dept. Funding Recommendation:** Funding for this work order will be tracked with capital projects HG482.

**Proposed Funding Sources (Federal \$/ State \$/County \$):** Funding for this project is through capital project HG482 from funds borrowed from the Environmental Facilities Corporation.

**Cost Per Client Served:** \$0.66

**Past Performance Data:** GHD through O'Brien and Gere Engineers have performed emissions testing previously at the Oneida County Water Pollution Control Plant.

**O.C. Department Staff Comments:** This work is required to comply with new NYSDEC and USEPA air regulations which take effect March 21, 2016 .



## WORK ORDER 31

### WATER POLLUTION CONTROL PLANT UPGRADE AND EXPANSION SEWAGE SLUDGE INCINERATOR SOURCE EMISSION TESTING

#### AMENDMENT NO. 1 – POST MODIFICATION EMISSION TESTING

CWSRF Project No. C6-6070-08-06

#### I. PROJECT UNDERSTANDING

In conjunction with Oneida County's evaluation of its sewage sludge incineration system, source emission testing was conducted in October 2013 on the two operating fluidized bed sewage sludge incinerators at the Water Pollution Control Plant (WPCP). Based on the results of this testing, it was determined that the addition of Mercury reduction scrubber equipment is required in order to meet the 40 CFR Part 60, Subpart M – *Emission Guidelines and Compliance Times for Existing Sewage Sludge Incinerators* which take effect in March 21, 2016. Oneida County (County) is presently undertaking these upgrades to the emissions equipment. Upon completion of these upgrades, compliance with these new regulations must be demonstrated by March 21, 2016 deadline.

The purpose of this Amendment No. 1 to Work Order 31 is to perform emissions testing upon completion of the installation of the Mercury reduction scrubber equipment in order to assess conformance with the federal regulations.

#### II. SCOPE OF SERVICES

##### A. TASK 101 - SOURCE EMISSION TEST PLAN

Prior to the field testing, the engineering team will prepare a test plan (Plan) for submittal to the New York State Department of Environmental Conservation (NYSDEC). The objective of the Plan will be to document the scope of work to be conducted, process operating parameters to be monitored during testing, test methods to be used, sample equipment QA/QC procedures, laboratory sample analytical procedures, and final reporting format. A draft Plan will be submitted to Oneida County WPCP within two weeks of project authorization. Upon receipt of comments, the engineering team will submit the final Plan to NYSDEC. The engineering team will work with NYSDEC to secure approval of the test Plan. Note that one on-site meeting is included in this task to review the protocol with NYSDEC.

##### B. TASK 102 – SOURCE EMISSION TESTING

Source emission testing will be conducted on the exhaust of Reactors 1 and 3 at the WPCP to evaluate emissions of:

- › Filterable particulate matter (PM)
- › Nitrogen oxides (NO<sub>x</sub>)

- › Carbon monoxide (CO)
- › Hydrogen chloride (HCl)
- › Sulfur dioxide (SO<sub>2</sub>)
- › Toxic metals (cadmium, lead, and total (non speciated) mercury)
- › Dioxins and furans (PCDD/PCDF)

**Optional Test (Task 102a)**

As an option, additional sampling will be performed to evaluate emissions of speciated mercury (particle bound, elemental, and oxidized species).

Testing of each reactor exhaust will be conducted in triplicate during normal process operating conditions as maintained by facility personnel. Testing of each source will be conducted concurrently, *i.e.* when the testing of one exhaust is completed, testing will begin on the second reactor exhaust. Test durations will vary between 60 - 180 minutes depending on the pollutant tested.

Facility personnel will collect one sewage sludge samples during each test run on each reactor. The sludge samples will be submitted to an outside laboratory by OBG for moisture content analysis.

The engineering team will provide the facility with the proper containers for the sewage sludge samples and will be responsible for chain of custody and transporting the samples to the laboratory.

***Test Methods***

PM and HCl emissions will be evaluated using a single sampling train in accordance with USEPA Reference Methods (RMs) 5/26A. NO<sub>x</sub>, SO<sub>2</sub>, and CO sampling will be conducted using on-site instrumentation in accordance with USEPA RMs 7E, 6C, and 10. Multiple metals and PCDD/PCDF testing will be conducted following USEPA Methods 29 and 23, respectively. Note that the RM 23 toluene QA rinse will be combined with the run samples (no separate QA rinse analyzed). Speciated mercury samples (if conducted) will be collected using solid sorbent FAMS traps provided by Frontier Global Sciences. The traps are equipped with three sections to independently collect the particle bound, ionic, and elemental mercury fractions. Oxygen (O<sub>2</sub>) and carbon dioxide (CO<sub>2</sub>) measurements will be evaluated in accordance with USEPA RM 3A using on-site instrumentation.

**C. TASK 103 – SOURCE TEST REPORTING**

Results of the NO<sub>x</sub>, SO<sub>2</sub>, and CO testing will be available on-site as the testing progresses. Complete preliminary test results will be available within four weeks of completion of the field testing (standard laboratory analysis). Within five weeks of completion of the testing a draft report will be submitted to Oneida County WPCP. The draft report will include a summary of the scope of work conducted, test methods used, supporting field data and calculations, equipment QA/QC information, and laboratory analytical data, and test results. Upon incorporation of comments, three copies of a final report will be submitted. An electronic

version of the report (PDF format) will also be provided. Note that this task also includes an on-site meeting to review the draft report with facility personnel.

#### D. FACILITY REQUIREMENTS

The WPCP will be responsible for the following:

- » Four (4) 110- volt 20-amp circuits within 100 feet of the test locations
- » A single, 480V, 30-amp connection for the mobile CEMS trailer that will be provided by engineering team member O'Brien & Gere, Inc. (OBG).
- » monitoring and recording of required process operating data
- » written process description for test report
- » cleaned and loosened sample test ports
- » appropriate test locations including test ports
- » loosening of test port caps and cleaning of all test ports (if necessary)
- » safe access to all test locations
- » Collection of sludge samples during testing

### III. ASSUMPTIONS

- A. *Field Delays* - Oneida County will be responsible for incurred costs resulting from field crews delays or lost time (greater than four hours per test program) due to force majeure events or causes beyond the engineering team's control including, but not limited to: severe weather (lightning, heavy rain, high winds, etc.), cyclonic flow, process upsets or failure, electrical power interruptions, unprepared site (see section II.D, above) or the inability to maintain the desired process conditions. Additional costs incurred may include labor, extra travel and living expenses, and equipment usages. The engineering team will be responsible for incurred costs resulting from delays and lost time to the extent caused by the engineering team; however, the engineering team is not liable for any ancillary costs incurred by Oneida County (such as fuel costs, overtime, etc) resulting from such delays.
- B. *Data Comparison and Evaluation* – the engineering team will assess data quality with respect to the test method's quality assurance procedures and criteria. In some cases, the engineering team will investigate correlations between test data and process conditions in an attempt to identify the cause of suspect data. However, costs associated with extensive research and evaluation of results to investigate discrepancies with process conditions or comparing results with other similar processes are not included unless specifically described in the scope of work.
- C. *Process Data Reduction and Recording* - WPCP personnel will be responsible for recording process operating data that are required to document test conditions during all test periods and this data shall be provided to the engineering team for inclusion in the test report. Process data assembled by WPCP personnel will be in a format that does not require further reduction or reformatting by the engineering team.

**IV. SCHEDULE**

Our team will complete the work outlined above in approximately 6 months from written authorization to proceed. The field work will consist of a single equipment mobilization consisting of one day for equipment set-up followed two 12 hour test days for each incinerator for a total of five (5) consecutive days on-site.

**V. COMPENSATION**

- A.** Oneida County will be billed for actual labor hours charged at the billing rates contained in Attachment A, plus direct project expenses (e.g., identifiable reproduction costs, shipping charges, etc.). The Compensation for the Scope of Services outlined in Section II is estimated at \$72,600 in Table 1. This includes an allowance of \$7,335 to cover costs for Mercury speciation testing (if requested) and remobilization should individual emissions tests be required at different times in order to accommodate staged installation of the Mercury reduction scrubber equipment.
- B.** Payments for the work will be due monthly on the basis of statements submitted by GHD Consulting Services Inc. for the work performed during the period.
- C.** Additional services beyond the Scope of Services will be considered extra work and will necessitate additional compensation. Said additional compensation and associated scope of services will require prior approval by Oneida County.

**VI. STANDARD TERMS AND CONDITIONS**

The services described above will be completed as Amendment No.1 to Work Order No. 31 under the Terms and Conditions of the Master Agreement for Consulting Services dated July 16, 2007, between Shumaker Consulting Engineering & Land Surveying, P.C. and Oneida County and assigned to GHD Consulting Services Inc. dated March 29, 2013.

**VII. NEW YORK CLEAN WATER STATE REVOLVING FUND CONTRACTING REQUIREMENTS**

GHD Consulting Services Inc. will comply with the applicable provisions of “Required Terms for Project Contracts and Subcontracts” as defined in the NY State Revolving Fund Bid Packet for Non-construction Contracts and Service Providers, as prepared by the New York State Environmental Facilities Corporation and made part of Work Order 31.

21

This work order is duly executed between Consultant and Client. Upon execution of this Work Order, Consultant is authorized to proceed with the work.

**Consultant**

**Client**

**GHD CONSULTING SERVICES INC.**

**COUNTY OF ONEIDA**

By: Howard B. LaFever, P.E.

By: Anthony J. Picente, Jr.

Title: Principal

Title: County Executive

Signature: Howard B. LaFever

Signature: \_\_\_\_\_

Date: 1/27/16

Date: \_\_\_\_\_





**ATTACHMENT A  
RATE SCHEDULE**

**1.0 O'BRIEN & GERE ENGINEERS, INC.**

**1.1 Hourly Rates**

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2016:

<b>Labor Category</b>	<b>Hourly Rate</b>
Project Officer	\$236.00
Project Manager 2	\$204.00
Project Manager 1	\$178.00
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Construction Project Manager 1	\$164.00
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Architect/Engineer/Scientist 2	\$115.00
Architect/Engineer/Scientist 1	\$97.00
Engineering Technician 3	\$103.00
Engineering Technician 2	\$84.00
Engineering Technician 1	\$72.00
Plant Operations Manager 1	\$146.00
Plant Operator 3	\$90.00
Plant Operator 2	\$76.00
Plant Operator 1	\$64.00
Const Mgt Prof/Estimator 3	\$130.00
Const Mgt Prof/Estimator 2	\$104.00
Const Mgt Prof/Estimator 1	\$90.00
Intern	\$41.00
Administrative Assistant	\$77.00

**1.2 Non-salary expenses and outside services attributable to the Project**

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2016:

- 1.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 1.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 1.2.3 The actual cost of outside services and subcontractors;
- 1.2.4 Not used;
- 1.2.5 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 1.2.6 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 1.2.7 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 1.2.8 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 1.2.9 The actual cost of premiums paid on overtime worked.



**ONEIDA COUNTY DEPARTMENT OF  
WATER QUALITY & WATER POLLUTION CONTROL**

51 Leland Ave, PO Box 442, Utica, NY 13503-0442  
(315) 798-5656 wpc@ocgov.net FAX 724-9812

**Anthony J. Picente,**  
County Executive

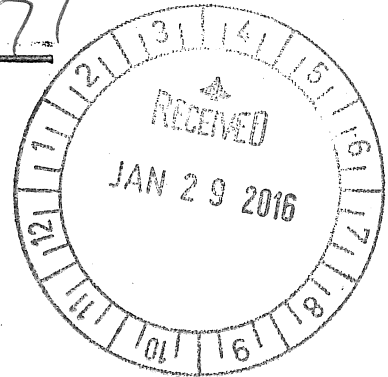
**Steven P. Devan, P.E.**  
Commissioner

December 3, 2015

FN 20 16-071

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

**PUBLIC WORKS**



Re: Work Order #28, Amendment 3 **WAYS & MEANS**  
Community Outreach  
GHD Consulting Services, Inc.

Dear County Executive Picente:

On March 29, 2013 the Master Agreement to provide engineering services for compliance with the consent order issued by the New York State Department of Environmental Conservation (NYSDEC) and for resolving permit issues affecting the Oneida County Water Pollution Control Plant between Oneida County and Shumaker Consulting Engineering and Land Surveying, PC was assigned to GHD Consulting Services, Inc. The Master Agreement calls for the submission of work orders with associated pricing for specific tasks that are needed as the project develops.

GHD has submitted for consideration Work Order #28, Amendment 3 which would cover community outreach activities for 2016. The primary function of this work order is to cover steering committee facilitation, public education and intercommunity collaboration all in support of compliance with increasingly stringent state and federal wastewater standards. Maintaining the Sewer District website is also included in this work order. Department staff has reviewed this work order and its scope of work and find it acceptable. It is recommended that this work order be accepted with an estimated cost of \$45,000. Funding for this work order will come from the department 2016 operating budget as the program is being implemented district-wide.

I would appreciate consideration of this work order by you and the Board of Legislators at your earliest convenience. I am available to meet with you or the Board at your convenience to discuss this request and explain it in more detail. Thank you for your consideration in this matter.

Sincerely,  
**THE ONEIDA COUNTY DEPARTMENT OF  
WATER QUALITY AND WATER POLLUTION CONTROL**

Steven P. Devan, P.E.  
Commissioner

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

Date 1/29/16

Cc: Karl E. Schrantz, P.E. – O'Brien & Gere Engineering, Inc.  
John J. LaGorga, P.E. – GHD Consulting Services, Inc.

Attachments: Six (6) copies of Work Order #28, Amendment 3  
Contract Summary Sheet

Competing Proposal	<u>  X  </u>
Only Respondent	<u>          </u>
Sole Source RFP	<u>          </u>
Other	<u>          </u>

**ONEIDA COUNTY BOARD OF LEGISLATORS  
CONTRACT SUMMARY**

**Name & Address of Vendor:** GHD Consulting Services, Inc.  
1 Remington Park Dr.  
Cazenovia, NY 13035

**Title of Activity or Service:** Work Order #28, Amendment 3  
Community Outreach

**Proposed Dates of Operation:** FY2016

**Client Population/Number to be Served:** 110,000 people

**Summary Statements**

1) Narrative Description of Proposed Services: This work order community outreach activities in 2016 for the Oneida County Sewer District.

2) Program/Service Objectives and Outcomes: The objective of the work order is to provide steering committee facilitation, public education and intercommunity collaboration all in support of compliance with increasingly stringent state and federal wastewater standards.

3) Program Design and Staffing: GHD Consulting Services, Inc. will provide the services with over site from WQ&WPC

**Total Funding Requested:** \$45,000                      **Account #:** G8110.195

**Oneida County Dept. Funding Recommendation:** Funding for this work order will be provided by the Department 2016 operating budget as it is district-wide.

**Proposed Funding Sources (Federal \$/ State \$/County \$):** Funding for this work order will be provided by the Department 2016 operating budget as it is district-wide.

**Cost Per Client Served:** \$0.41

**Past Performance Data:** The steering committee continues to be a vital tool for achieving the requirements of the NYSDEC consent order. Public education pieces have been well received by the community.

**O.C. Department Staff Comments:** In addition to supporting steering committee activities, the work order will also support the maintenance of the Oneida County Sewer District website.

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**WORK ORDER 28  
AMENDMENT NO. 3**

**COMMUNITY OUTREACH**

**I. PROJECT UNDERSTANDING**

The purpose of this Work Order is to provide community outreach services through December 31, 2016. Community outreach covers those services related to Steering Committee and Working Group facilitation, public education, and intercommunity collaboration all in support of the compliance with more stringent state and federal wastewater mandates.

**II. SCOPE OF SERVICES**

**A. Task 1: Project Management**

Project management will include staffing and resource allocation, cost control, and administrative assistance to the Commissioner on an as needed basis. Paige Marketing Communications Group, Inc. (Paige Group) will lead this effort. Nancy Pattarini will be the Project Manager from The Paige Group.

**B. Task 2: Meeting Planning and Facilitation**

Since 2007, the Steering Committee, consisting of representatives from each District municipality, has provided invaluable system insights, data, and project feedback to OCSD staff and an engineering consultant team. The Steering Committee serves in an essential oversight role in relation to decisions affecting system operations, management, and costs.

The Steering Committee and Working Groups have helped guide an extensive engineering study and the development of a New York State Department of Environmental Conservation-approved plan. They also have helped advanced two critical community-based initiatives: Capacity, Management, Operation, and Maintenance (CMOM) and Private Property Inflow and Infiltration (I/I).

The project team will continue to be responsible for the planning and facilitation of meetings for both the Steering Committee and Working Groups. This will include:

1. Coordination and facilitation of Steering Committee meetings, Working Group meetings, other subcommittee meetings, and additional outreach meetings with officials and stakeholders, as required. Tasks include development of meeting agendas; coordination of meeting logistics; and serving as the liaison among the Steering Committee members, project team, and Oneida County.

2. Design, development, preparation and distribution of materials, including:
  - a) Project-related reference materials, especially information related to repair and rehabilitation plans, schedules, costs, and funding.
  - b) Meeting agendas.
  - c) Member notification.
  - d) Compilation and distribution of meeting reports.
  - e) Periodic surveying of committee members to assess the effectiveness of the committee process.
3. Maintain database of project team, Steering Committee members, stakeholders, and key constituents.
4. Participate in District staff and technical group meetings.
5. Act as liaison between the project team and the County Executive's office.

**C. Task 3: Project Stakeholder Communication**

Essential to the success of the OCSD sanitary sewer overflow (SSO) mitigation program is full transparency and reporting to all key stakeholders. These include the County Executive, members of the Public Works and Ways & Means Committees, and all other County legislators, and leadership of the member towns and villages.

The project team will be responsible for production and distribution/presentation of the following:

1. Steering Committee and Working Group meeting minutes.
2. Project News Bulletin containing the latest information on project milestones; public outreach activities in towns/villages; upcoming project deadlines; and news related to NYSDEC requirements, project funding, and more.
3. Periodic presentations to the Public Works Committee, Ways & Means Committee, and the full legislature.

**D. Task 4: Public Outreach and Media Relations**

The goal of public outreach and media relations is to engage local news outlets to run informative, engaging stories that increase project awareness, support, and participation.

The project team will continue to be responsible for working with the media to support this effort, including:

1. Media relations, including pitching news stories and coordinating interviews and press requests.
2. Drafting and editing media releases, editorials, and other forms of submitted articles.

3. Consultation regarding public information messaging and media involvement.

**III. SCHEDULE**

The work associated with this Work Order will continue through December 31, 2016.

**IV. COMPENSATION**

- A. Oneida County will be billed for actual labor hours charged at the billing rates contained in Attachment A, plus direct project expenses (e.g., identifiable reproduction costs, shipping charges, etc.). The Compensation for the Scope of Services through December 31, 2016 as outlined in Section II is estimated at \$45,000 as shown on Table 1.
- B. Payments for the work will be due monthly on the basis of statements submitted by GHD Consulting Services Inc. for the work performed during the period.
- C. Additional services beyond the Scope of Services will be considered extra work and will necessitate additional compensation.

**V. STANDARD TERMS AND CONDITIONS**

The services described above will be completed as Work Order No. 28, Amendment No. 3 – Community Outreach under the Terms and Conditions of the Master Agreement for Consulting Services with the effective date of July 16, 2007, between Shumaker Consulting Engineering & Land Surveying, P.C. and Oneida County and assigned to GHD Consulting Services Inc. dated March 29, 2013.

This Work Order is duly executed between Consultant and Client. Upon execution of this Work Order, Consultant is authorized to proceed with the work.

**Consultant**  
**GHD CONSULTING SERVICES INC.**

**Client**  
**COUNTY OF ONEIDA**

By: Howard B. LaFever, PE

By: Anthony J. Picente Jr.

Title: Principal

Title: County Executive

Signature: Howard B. LaFever

Signature: \_\_\_\_\_

Date: 1/27/16

Date: \_\_\_\_\_

**ATTACHMENT A  
RATE SCHEDULE**

**1.0 PAIGE MARKETING COMMUNICATIONS GROUP, INC.**

**1.1 Hourly Rates**

ENGINEER will pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

<b>Labor Category</b>	<b>Hourly Rate</b>
Principal	\$150.00
Web Developer	\$115.00
Public Relations Manager	\$105.00
Video Production Manager	\$105.00
Account Planner	\$95.00
Copy Writer	\$85.00
Graphic Designer	\$85.00
Public Relations Specialist	\$75.00
Account Coordinator	\$75.00
Production Specialist	\$75.00
Secretarial/Office Support	\$50.00

**1.2 Non-salary expenses and outside services attributable to the Project**

ENGINEER shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

- 1.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 1.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 1.2.3 The actual cost of outside services and subcontractors;
- 1.2.4 Authorized mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 1.2.5 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 1.2.6 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 1.2.7 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 1.2.8 The actual cost of premiums paid on overtime worked.

**Fee Estimate  
 Work Order 28 Amendment  
 No. 3**

TABLE 1

Description	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	Task 8	Total Hrs	Billing Rate	Total Cost	Subtotals
	Project Management	Meeting Planning & Facilitation	Project Stakeholder Communication	Public Outreach & Media Relations								
<b>Paige Marketing Communications Group, Inc.</b>												
Principal	22											
Web Developer		22							44	\$150.00	\$6,600.00	
Public Relations Manager		20	20	22					72	\$115.00	\$2,530.00	
Video Production Manager				32					72	\$105.00	\$7,560.00	
Account Planner	22	40		10					10	\$105.00	\$1,050.00	
Copy Writer			18						62	\$95.00	\$5,890.00	
Graphic Designer		18		19					18	\$85.00	\$1,530.00	
Public Relations Specialist		50	15						37	\$85.00	\$3,145.00	
Account Coordinator		23							15	\$75.00	\$1,125.00	
Production Specialist		42							50	\$75.00	\$3,750.00	
Office Support									23	\$75.00	\$1,725.00	
									42	\$50.00	\$2,100.00	
												\$37,005.00
<b>Subtotal Labor</b>	\$5,390.00	\$18,305.00	\$4,755.00	\$8,555.00	\$0.00	\$0.00	\$0.00	\$0.00	<b>395</b>			
Direct Expenses												\$37,005.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00	
Reproduction/Plotting	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00	
Office Expenses	\$560.00	\$6,035.00	\$0.00	\$1,400.00	\$0.00	\$0.00	\$0.00	\$0.00			\$7,995.00	
Subcontractors	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00	
<b>Subtotal Disbursements</b>	\$560.00	\$6,035.00	\$0.00	\$1,400.00	\$0.00	\$0.00	\$0.00	\$0.00				\$7,995.00
<b>PROJECT TOTAL</b>	\$5,950.00	\$24,340.00	\$4,755.00	\$9,955.00	\$0.00	\$0.00	\$0.00	\$0.00				\$45,000.00
												<b>ESTIMATED COMPENSATION</b>
												<b>\$45,000.00</b>





**ONEIDA COUNTY DEPARTMENT OF  
WATER QUALITY & WATER POLLUTION CONTROL**

51 Leland Ave, PO Box 442, Utica, NY 13503-0442  
(315) 798-5656 wpc@ocgov.net FAX 724-9812

**Anthony J. Picente,**  
County Executive

**Steven P. Devan, P.E.**  
Commissioner

December 3, 2015

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



Re: Work Order #27, Amendment 3  
CMOM Program Implementation-Phase 4  
GHD Consulting Services, Inc.

Dear County Executive Picente:

On March 29, 2013 the Master Agreement to provide engineering services for compliance with the consent order issued by the New York State Department of Environmental Conservation (NYSDEC) and for resolving permit issues affecting the Oneida County Water Pollution Control Plant between Oneida County and Shumaker Consulting Engineering and Land Surveying, PC was assigned to GHD Consulting Services, Inc. The Master Agreement calls for the submission of work orders with associated pricing for specific tasks that are needed as the project develops.

GHD has submitted for consideration Work Order #27, Amendment 3 which would cover Phase 4 of the implementation of a district-wide Capacity Management, Operations and Maintenance Program (CMOM). Implementing this program in the Sauquoit Creek Pumping Station service area is a requirement of the current NYSDEC consent order. Furthermore, the program is being implemented district-wide due to concerns over capacity at the Oneida County Water Pollution Control Plant.

Department staff has reviewed this work order and its scope of work and find it acceptable. It is recommended that this work order be accepted with an estimated cost of \$165,000. Funding for this work order will come from the department 2016 operating budget as the program is being implemented district-wide.

I would appreciate consideration of this work order by you and the Board of Legislators at your earliest convenience. I am available to meet with you or the Board at your convenience to discuss this request and explain it in more detail. Thank you for your consideration in this matter.

Sincerely,  
**THE ONEIDA COUNTY DEPARTMENT OF  
WATER QUALITY AND WATER POLLUTION CONTROL**

Steven P. Devan, P.E.  
Commissioner

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

Anthony J. Picente, Jr.  
County Executive

Date 1/29/16

Cc: Karl E. Schrantz, P.E. – O'Brien & Gere Engineering, Inc.  
John J. LaGorga, P.E. – GHD Consulting Services, Inc.

Attachments: Six (6) copies of Work Order #27, Amendment 3  
Contract Summary Sheet

Competing Proposal	<u>  X  </u>
Only Respondent	<u>          </u>
Sole Source RFP	<u>          </u>
Other	<u>          </u>

**ONEIDA COUNTY BOARD OF LEGISLATORS  
CONTRACT SUMMARY**

**Name & Address of Vendor:** GHD Consulting Services, Inc.  
1 Remington Park Dr.  
Cazenovia, NY 13035

**Title of Activity or Service:** Work Order #27, Amendment 3  
CMOM Program Implementation-Phase 4

**Proposed Dates of Operation:** FY2016

**Client Population/Number to be Served:** 110,000 people

**Summary Statements**

- 1) Narrative Description of Proposed Services: This work order covers the implementation of Phase 4 of a Capacity Management, Operations and Maintenance Program (CMOM) for the Oneida County Sewer District.
  
- 2) Program/Service Objectives and Outcomes: The objective of the work order is to advance the key programmatic elements as outlined in the proposed CMOM Framework dated June 29, 2012 as well as those that developed out of the CMOM Working Group collaboration.
  
- 3) Program Design and Staffing: GHD Consulting Services, Inc. will provide the services with over site from WQ&WPC

**Total Funding Requested:** \$165,000                      **Account #:** G8110.195

**Oneida County Dept. Funding Recommendation:** Funding for this work order will be provided by the Department 2016 operating budget as it is district-wide.

**Proposed Funding Sources (Federal \$/ State \$/County \$):** Funding for this work order will be provided by the Department 2016 operating budget as it is district-wide.

**Cost Per Client Served:** \$1.50

**Past Performance Data:** Implementation of CMOM in the entire district is progressing.

**O.C. Department Staff Comments:** Implementation of this program is required by NYSDEC consent order for the Sauquoit Creek Pumping Station service area and is being implemented district wide due to capacity concerns at the Oneida County Water Pollution Control Plant.



**WORK ORDER 27  
AMENDMENT NO. 3**

**CMOM PROGRAM IMPLEMENTATION – PHASE 4  
FY-2016**

**I. PROJECT UNDERSTANDING**

Continued advancement of the Capacity Management, Operations, and Maintenance (CMOM) program is a priority item for the Oneida County Sewer District (District) and the Steering Committee in 2016. CMOM is also a mandated program requirement as described in Schedule A, Paragraph B.3 of the Consent Order between the New York State Department of Environmental Conservation and Oneida County.

Oneida County, the Steering Committee, and CMOM Working Group have made progress since 2013 with the development and implementation of the initial three (3) phases of the various elements planned under the CMOM Program Implementation. The purpose of this Work Order is to continue that progression of implementation of CMOM elements, including some of the key programmatic elements as outlined in the proposed CMOM Framework dated June 29, 2012 as well as those that developed out of the 2015 Working Group collaboration.

**II. SCOPE OF WORK**

The following is a scope of services relative to work proposed to be performed by the project team through 2016:

**A. Task 1 – CMOM Working Group**

1. The Project Team will continue to collaborate with key community representatives involved in the operation and maintenance of sewer systems in order to assist in the further development of the implementation plan for a community-based CMOM program. The June 29, 2012 Proposed CMOM Framework plus topics of interest identified during the 2015 Work Group sessions will be the basis for further developing the plan. Two (2) work sessions are anticipated over the course of 2016. Progress reports will be prepared following each work session and technical documents developed as program elements are designed.
2. Additional support will include technical guidance and direction to municipal representatives at Work Group meetings, as well as coordination and follow up between work sessions.

**B. Task 2 – Design Standards**

1. In 2015, the Working Group expanded the initial set of Design and Construction Standards created in 2013 by formulating draft standards for grease trap sizing and design, and pump station design for District and member municipality use. The project team will continue to coordinate with the Working Group and the District in 2016, to identify and prepare potential additions to the Design and Construction Standards for District-owned sewers as referenced in Section 801(a) of the Oneida County Sewer Use Rules and Regulations.
2. The project team will continue to collaborate with the CMOM Working Group to discuss the creation of those design and construction standards deemed most important to the municipal sanitary sewer collection systems. As was discovered during this process since 2013, some

communities already have current design and construction standards. In others, those standards are limited and/or outdated. Under this task, the goal is to continue to identify minimum standards for sewer and lateral design and construction and to expand upon the set of generic standards for use by the communities, as identified and recommended by the Working Group members.

**C. Task 3 – Standard Operating Guidelines**

As discovered during previous phases of this Work Order, the communities within the District have varying levels of documented (written) guidelines for the performance of sewer-related operation and maintenance activities. The goal of this task is for the project team to continue to work with the Working Group members to collect the best available information currently being used by the communities in the performance of their work, review this information for appropriateness and applicability, and formulate additional basic written operating guidelines for use by the sewer system operations employees in order to build on the standard operating guidelines developed and distributed in 2013, 2014, and 2015. For purposes of this Work Order, the project team will work with the Working Group to identify and develop up to two (2) additional standard operating guidelines as suggested by the working group to be the most practical or important to implement in 2016.

**D. Task 4 – Implementation of Training for Municipal Sewer Workers**

Under this task, the project team will collaborate with the CMOM working group to identify training needs that are viewed to be important or pertinent to their daily work. Topics could include anaerobic digestion, collection system operations, asset management, pumps, pipe/manhole/lateral inspection certification, etc. The project team will coordinate training sessions for attendance by treatment plant operators, working group members and other collection system staff. It is anticipated that a minimum of two (2) training sessions will be coordinated.

**E. Task 5 – Fat, Oil, and Grease (FOG) Program**

In 2016, the project team will continue to collaborate with the working group on implementation of the FOG program, including finalizing the inspection process, developing shared inspection services amongst OCSD municipalities and the Oneida County Health Department, and providing technical support and guidance to the health department as needed. Additionally, we will continue to prepare generic technical guidelines with respect to grease and oil separators including their operation and maintenance, inspection, grease disposal, and record keeping.

**F. Task 6 – Project Management**

Project management will include staffing and resource allocation, sub-consultant coordination, cost control, and administrative assistance to the Commissioner on an as needed basis. From O'Brien & Gere Engineers Inc., Karl Schrantz, P.E. will be the Project Manager, Brian Whittaker, P.E. will be the Project Engineer, and Amy Mowers, Environmental Scientist/Wastewater Treatment Operator will be the lead Technical Coordinator for this Work Order.

### G. Task 7 – Municipal Collection System Coordination

This task was new in 2015 and provided engineering/technical support on an as needed basis to assist the County and/or municipalities with the investigation of sanitary sewer system issues. Municipal collection system coordination services in 2016 may include the following:

- A. Site visits
- B. Desk top review of available mapping and related sewer system data.
- C. Coordination with and technical support for local officials, sewer system operators, and contractors regarding immediate system repairs.
- D. Attendance at sewer system issue-specific community meetings.
- E. Assistance to the County with interceptor sewer and municipal easement inspections
- F. Subcontract with a cleaning and CCTV contractor for investigative or diagnostic services on an as-needed basis for municipal and County sewers.
- G. Other tasks as may be requested by the County or municipality (with authorization by the Commissioner).

Includes an allowance of \$10,000 for limited specialty subcontracting services if those services are needed (i.e.: surveying, CCTV, etc...) in support of the engineering/technical services.

### H. Task 8 – Management Study (Phase 1)

On a national level, many Publicly Owned Treatment Works (POTWs) are experiencing an exodus of veteran employees and their impending retirement from public service. Finding and developing suitable replacements has proven to be a challenge to the industry that must be addressed. Applications of a variety of new and upgraded wastewater treatment technologies and complex waste-to-energy systems via anaerobic digestion require a degree of training and experience not typically available through existing staff and their skill sets. The objective of this task is to initiate a management study to assist the County in preparing for the major WPCP upgrades and its succession planning.

The overall approach to the full Management Study entails three phases:

- Phase 1 – Preliminary Investigations, On-Site Investigations, and development of the Phase 2 Work Plan
- Phase 2 – Functional Evaluations and development of the Phase 3 Implementation Plan (if organizational needs are identified)
- Phase 3 – Implementation of Phases 1 & 2 Recommendations (to be determined)

As part of Phases 1 and 2, where Phase 1 will identify and Phase 2 will investigate further and detail various needs, the following planning elements will be included:

- Number and type of staff for each WPCP system or unit process (assess current and future staffing needs)
- WPCP Organization Chart and Job Descriptions (review and make appropriate recommendations)
- Necessary O&M Training (either under the upgrade project, or through development of separate training programs)
- Job Classifications/Descriptions for critical positions at the WPCP (review existing classifications, recruitment practices, and retention)

- Implementation Plans (what staff is needed and when, timing of hires and/or training of existing staff relative to construction and startup)

The Management Study (Task 8) will be conducted under the direction of Bill Meinert, P.E. and will be assisted by Frank DeOrio, Technical Manager/Wastewater Treatment Operations, Karl Schrantz P.E., and Amy Mowers, Environmental Scientist/Wastewater Treatment Operator.

This task specifically addresses Phase 1 of the Management Study.

#### A. PHASE I SERVICES

1. Phase 1 will focus on information gathering, employee survey and interview, review of organization and job descriptions, benchmarking, and best management practices with respect to safety, laboratory, and industrial pretreatment program. Areas of study will include people, communication, decision-making, building upon past and present practices, looking at the big picture and pending changes and impacts to the County organization.
2. The utility management evaluation will include certain information gathering beyond what is available through on-going tasks with the County including the WPCP Upgrade Project. As part of this exercise, the County mission and vision will be summarized, and past and present organizations and operational and inter-municipal agreements will be chronicled. The Management Study will include the County's wastewater treatment infrastructure assets, current O&M practices and needs, future considerations such as energy and regulations, industrial pretreatment and foreign waste acceptance, and SPDES permit requirements. It is anticipated that the kickoff meeting will include a walk-through inspection of plant, equipment, offices, buildings, and other assets – with tour led by WPCP staff.

Staff will be involved through meetings, workshops, anonymous employee questionnaire (web-based survey), and some one-on-one interviews. Additional data requests may be identified at the kickoff meeting, workshops, or as part of benchmarking.

3. Organization review will include analysis of the County's Department of Water Quality and Water Pollution Control organization chart and opportunities to gain efficiency or effectiveness in managing today's assets and tomorrow's infrastructure (WPCP Upgrade project) – adequacy of staff skill types and mix given pending changes. Phase 1 may include the identification of new or re-purposed positions. Analysis will include use of the NEIWPCCC staffing calculator. The evaluation will consider support services that complement management and O&M subgroups. It is also anticipated that resources available to the County regarding best management practices will be identified, indicating how these standards and guidelines may apply to County. These guidelines will include information regarding successful succession planning for public utilities (example – NYWEA white paper).

As part of the job descriptions review, job classification and compensation plans will be reviewed. It is anticipated that benchmarking will include qualitative review of total compensation (health plan, retirement system, and employee benefits).

The following activities have been quantified as part of Phase 1:

- Project kickoff meeting
- Two (2) workshops

- Benchmarking with up to three (3) nearby or similar water/wastewater utilities to gather information regarding their staffing organizational structure, job descriptions, and salary scales.
- Report - A letter report will be prepared for Phase 1, with findings and recommendations presented to the County after the draft is submitted for review and comment. The report and presentation will include recommendations with respect to key issues, a Phase 2 work plan, and preliminarily-forecasted Phase 3 implementation tasks and timelines relative to the WPCP Upgrade Project.
- The Phase 1 study is anticipated to take approximately 3 months to complete.

**II. SCHEDULE**

- A. The work associated with Task 1-7 of Work Order 27 Amendment No. 3 will continue through December 31, 2016.
- B. The work associated with Task 8 of Work Order 27 Amendment No. 3 is anticipated as follows:

<u>Activity</u>	<u>Timeframe (days from Work Order Authorization)</u>
Information Gathering/Kickoff Meeting	30
Survey, Benchmarking Visits	45
Workshop #1	60
Interviews, Workshop #2	75
Draft Phase 1 Report (Investigations, Preliminary Analysis, Phase 2 Work Plan)	90
Presentation, Final Phase 1 Report	105
<i>Phase 2 – Functional Evaluations - Future Phase</i>	<i>TBD</i>
<i>Phase 3 – Implementation – Future Phase</i>	<i>TBD</i>

**III. COMPENSATION**

- A. Oneida County will be billed for actual labor hours charged at the billing rates contained in Attachment A, plus direct project expenses (e.g., identifiable reproduction costs, shipping charges, equipment purchases and/or rentals, etc.). The Compensation for the Scope of Services outlined in Section II is estimated at \$165,000 as shown on Table 1.
- B. Payments for the work will be due monthly on the basis of statements submitted by GHD Consulting Services, Inc. for the work performed during the period.

- C. Additional services beyond the Scope of Services will be considered extra work and will necessitate additional compensation.
- D. CMOM Program Implementation – Phase 3 (2015) budget will be closed out and the balance of the unexpended budget will be applied to the District’s fund balance.

**IV. STANDARD TERMS AND CONDITIONS**

The services described above will be completed as Work Order No. 27, Amendment No. 3 – CMOM Program Implementation Phase 4 under the Terms and Conditions of the Master Agreement for Consulting Services dated July 16, 2007, between Shumaker Consulting Engineering & Land Surveying, P.C. and Oneida County and assigned to GHD Consulting Services Inc. dated March 29, 2013.

This Work Order is duly executed between Consultant and Client. Upon execution of this Work Order, Consultant is authorized to proceed with the work.

**Consultant**

**Client**

**GHD CONSULTING SERVICES INC.**

**COUNTY OF ONEIDA**

By: Howard B. LaFever, P.E.

By: Anthony J. Picente, Jr.

Title: Principal

Title: County Executive

Signature: Howard B. LaFever

Signature: \_\_\_\_\_

Date: 1/27/16

Date: \_\_\_\_\_



**ATTACHMENT A  
RATE SCHEDULE**

**1.0 O'BRIEN & GERE ENGINEERS, INC.**

**1.1 Hourly Rates**

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

<b>Labor Category</b>	<b>Hourly Rate</b>
Project Officer	\$236.00
Project Manager 1	\$178.00
Technical Manager – Plant Operations	\$153.00
Architect/Engineer/Scientist 3	\$137.00
Architect/Engineer/Scientist 2	\$115.00
Architect/Engineer/Scientist 1	\$94.00
Engineering Technician 3	\$103.00
Engineering Technician 2	\$88.00
Engineering Technician 1	\$72.00
Intern	\$41.00
Administrative Assistant	\$77.00

**1.2 Non-salary expenses and outside services attributable to the Project**

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

- 1.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 1.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 1.2.3 The actual cost of outside services and subcontractors;
- 1.2.4 Not used;
- 1.2.5 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 1.2.6 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 1.2.7 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 1.2.8 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 1.2.9 The actual cost of premiums paid on overtime worked.

**ATTACHMENT A  
RATE SCHEDULE**

**1.0 GHD CONSULTING SERVICES, INC.**

**1.1 Hourly Rates**

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

<b>Labor Category</b>	<b>Hourly Rate</b>
Vice President/Technical Advisor	\$239.00
Senior Associate	\$212.00
Associate	\$185.00
Senior Project Manager	\$167.00
Senior Engineer	\$160.00
Project Manager	\$150.00
Project Engineer III	\$140.00
Project Engineer II	\$130.00
Project Engineer I	\$121.00
Engineer/Scientist II	\$107.00
Engineer/Scientist I	\$95.00
Managing Designer	\$145.00
Senior Designer	\$115.00
Designer	\$104.00
Junior Designer	\$90.00
Senior Drafter	\$82.00
Drafter	\$73.00
Technician	\$69.00
Secretarial/Word Processing	\$74.00

**1.2 Non-salary expenses and outside services attributable to the Project**

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

- 1.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 1.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 1.2.3 The actual cost of outside services and subcontractors;
- 1.2.4 Not Used.
- 1.2.5 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 1.2.6 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 1.2.7 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 1.2.8 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 1.2.9 The actual cost of premiums paid on overtime worked.

**Fee Estimate  
 Work Order 27  
 Amendment 3**

TABLE 1

Description	Task										Subtotals
	Task 1	Task 2	Task 3	Task 4	Task 4	Task 4	Task 6	Task 7	Task 8	Task 15	
CMOM Working Group	Design Standards	Standard Operating Guidelines	Training Program - Sewer Workers	FOG Program	Project Management	Muni Collection System Coordination	Management Study	Total Hrs	Billing Rate 2016	Total Cost	
<b>O'Brien &amp; Gere Engineers, Inc.</b>											
Project Officer											
Technical Manager - Plant Operations	4	4	16	16	26	16	40	40	\$236.00	\$9,440.00	
Engineer 3	16	32	56	40	24	76	98	150	\$178.00	\$26,700.00	
Engineer/Scientist 2							24	292	\$153.00	\$14,994.00	
Engineer/Scientist 1	32	48	48	80		60	100	0	\$115.00	\$40,004.00	
Engineering Technician 3								384	\$94.00	\$36,096.00	
Engineering Technician 2	16			0		120	0	0	\$103.00	\$0.00	
Intern						120	136	136	\$88.00	\$11,968.00	
Administrative Assistant	8	8	8	8			8	120	\$41.00	\$4,920.00	
							32	32	\$77.00	\$2,464.00	
											\$145,586.00
<b>GHD Consulting Services, Inc.</b>											
Vice President/Tech. Advisor								0	\$239.00	\$0.00	
Associate								0	\$185.00	\$0.00	
Senior Project Manager				16				16	\$167.00	\$2,672.00	
Senior Engineer								0	\$160.00	\$0.00	
Project Manager								0	\$150.00	\$0.00	
Project Engineer I								0	\$121.00	\$0.00	
Engineer/Scientist II								0	\$107.00	\$0.00	
Secretarial/Word Processing								0	\$74.00	\$0.00	
											\$2,672.00
<b>Subtotal Labor</b>	\$6,216.00	\$7,936.00	\$10,224.00	\$15,032.00	\$16,464.00	\$34,380.00	\$48,418.00	1268			\$145,586.00
Direct Expenses											
Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,416.00			\$1,416.00	
Reproduction/Plotting	\$300.00	\$200.00	\$125.00	\$0.00	\$0.00	\$0.00	\$0.00			\$625.00	
Office Expenses	\$472.00	\$264.00	\$140.00	\$1,175.00	\$478.00	\$620.00	\$166.00			\$3,701.00	
Subcontractors	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,000.00	\$0.00			\$10,000.00	
<b>Subtotal Disbursements</b>	\$772.00	\$464.00	\$265.00	\$1,175.00	\$386.00	\$10,620.00	\$1,582.00				\$15,742.00
<b>PROJECT TOTAL</b>	\$6,988.00	\$8,400.00	\$10,489.00	\$16,207.00	\$16,850.00	\$45,000.00	\$50,000.00				\$165,000.00
				\$70,000.00							\$165,000.00
											<b>ESTIMATED COMPENSATION</b>
											<b>\$165,000.00</b>



ONEIDA COUNTY  
OFFICE OF THE COUNTY EXECUTIVE

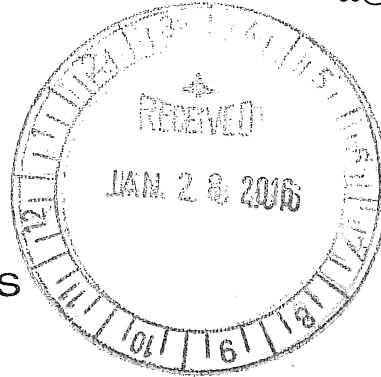
ANTHONY J. PICENTE, JR.  
County Executive  
ce@ocgov.net

January 28, 2016

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

FN 20 16-073

WAYS & MEANS



Honorable Members:

During the process of preparing for the closing of the County's accounting records for 2015, deficit balances were identified in a number of departmental retirement fringe benefit accounts that will require transfers.

The shortages in the retirement accounts are due to the ever increasing NYS Retirement charge and the decision to pay off the amortized retirement liability early in order to save on interest charges.

Due to the need to close the 2015 accounting records, I ask that these transfers be acted upon at the **February 10<sup>th</sup> meeting**. I therefore request your Board approval for the following **2015** fund transfers:

**TO:**

AA# A1010.810 - Board of Legislators, Retirement.....	\$ 82,764.
AA# A1110.810 - County Court, Retirement.....	10,705.
AA# A1165.810 - District Attorney, Retirement.....	385,314.
AA# A1170.810 - Public Defender-Criminal, Retirement.....	260,565.
AA# A1173.810 - Public Defender-Civil, Retirement.....	101,969.
AA# A1230.810 - County Executive, Retirement.....	47,947.
AA# A1310.810 - Finance-Commissioner, Retirement.....	25,991.
AA# A1311.810 - Finance-Treasury, Retirement.....	26,201.
AA# A1312.810 - Finance-Real Property Tax Services, Retirement.....	36,987.
AA# A1313.810 - Finance-Real Estate, Retirement.....	9,642.
AA# A1315.810 - Audit & Control, Retirement.....	99,284.
AA# A1340.810 - Budget, Retirement.....	24,354.
AA# A1345.810 - Purchasing, Retirement.....	44,309.
AA# A1410.810 - County Clerk-Registrar, Retirement.....	86,917.
AA# A1411.810 - Motor Vehicle Bureau, Retirement.....	122,013.
AA# A1412.810 - Naturalization, Retirement.....	6,759.
AA# A1420.810 - Law Department, Retirement.....	94,206.
AA# A1430.810 - Personnel, Retirement.....	52,788.
AA# A1450.810 - Board of Elections, Retirement.....	79,886.
AA# A1480.810 - Health Insurance Administration, Retirement.....	13,791.
AA# A1490.810 - Public Works Commissioner, Retirement.....	24,460.
AA# A1610.810 - Central Services, Retirement.....	112,501.
AA# A1620.810 - Buildings & Grounds, Retirement.....	142,822.
AA# A3020.810 - Emergency Communications, Retirement.....	359,125.
AA# A3110.810 - Sheriff-Administration, Retirement.....	58,912.
AA# A3111.810 - Sheriff-Stop DWI, Retirement.....	15,984.
AA# A3112.810 - Sheriff-Security, Retirement.....	57,198.

AA# A3113.810 - Sheriff-Special Initiatives, Retirement.....	40,799.
AA# A3115.810 - Sheriff-Civil, Retirement .....	130,429.
AA# A3117.810 - Sheriff-Court Attendants, Retirement .....	214,619.
AA# A3120.810 - Sheriff-Law Enforcement, Retirement.....	677,150.
AA# A3140.810 - Probation Office, Retirement .....	369,456.
AA# A3141.810 - Domicile Restriction Program, Retirement.....	24,728.
AA# A3142.810 - PINS Diversion Program, Retirement.....	54,892.
AA# A3145.810 - Rome Safe School Program, Retirement .....	12,321.
AA# A3150.810 - Sheriff-Jail Inmates, Retirement .....	1,987,224.
AA# A3152.810 - Sheriff-Inmate Commissary, Retirement .....	3,268.
AA# A3313.810 - Stop D.W.I. Program, Retirement.....	13,402.
AA# A3430.810 - Drug Enforcement Task Force, Retirement .....	21,032.
AA# A4010.810 - Public Health Administration, Retirement.....	74,226.
AA# A4011.810 - Physically Handicapped Children Administration, Retirement .....	5,524.
AA# A4012.810 - Public Health Clinic, Retirement .....	57,928.
AA# A4015.810 - Lead Screening Program, Retirement .....	27,934.
AA# A4018.810 - Environmental Health, Retirement .....	115,865.
AA# A4021.810 - Community Wellness, Retirement .....	36,678.
AA# A4059.810 - Early Intervention Administration, Retirement.....	97,488.
AA# A4060.810 - Education Handicapped Children Administration, Retirement .....	28,240.
AA# A4082.810 - WIC Program, Retirement .....	65,392.
AA# A4089.810 - Immunization Action Plan, Retirement .....	10,964.
AA# A4091.810 - Cancer Services Program, Retirement .....	19,693.
AA# A4310.810 - Mental Health Administration, Retirement.....	47,255.
AA# A5620.810 - Department of Aviation, Retirement.....	166,347.
AA# A6010.810 - Social Services Administration, Retirement .....	712,667.
AA# A6011.810 - Children & Adult Services, Retirement.....	774,560.
AA# A6012.810 - Temporary Assistance, Retirement .....	689,090.
AA# A6013.810 - Medicaid Administration, Retirement .....	248,948.
AA# A6014.810 - Employment Programs, Retirement.....	64,683.
AA# A6015.810 - Home Energy Assistance Program, Retirement.....	50,376.
AA# A6019.810 - Day Care Administration, Retirement.....	31,939.
AA# A6510.810 - Veterans Service Agency, Retirement .....	28,163.
AA# A6610.810 - Bureau of Weights & Measures, Retirement .....	15,804.
AA# A6772.810 - Office for the Aging, Retirement .....	42,709.
AA# A6773.810 - Senior Nutrition Program, Retirement.....	10,628.
AA# A6774.810 - Office for Continuing Care, Retirement .....	110,392.
AA# A7310.810 - Youth Bureau, Retirement .....	11,867.
AA# A8020.810 - Planning, Retirement.....	50,113.
"A" Fund Total: \$ 9,528,187.	

**FROM:**

AA# A9010.810 - Employee Benefits, Retirement .....	\$ 9,528,187.
"A" Fund Total:\$ 9,528,187.	

I also request the approval for the following **2015** supplemental appropriation.

**TO:**

AA# A9010.810 - Employee Benefits, Retirement ..... 3,954,639.  
"A" Fund Total: \$ 3,954,639.

This supplemental appropriation will be supported by unanticipated revenue in:

RA# A599 - Fund Balance .....\$ 3,954,639.

Respectfully submitted,



Anthony J. Picente, Jr.  
Oneida County Executive

AJP:gpb  
CC:County Attorney  
Comptroller  
Budget Director



ONEIDA COUNTY  
OFFICE OF THE COUNTY EXECUTIVE

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

FN 20 16-074

February 5, 2016

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

WAYS & MEANS

RE: Appointment of Commissioner of Aviation

Honorable Members:

Pursuant to Article IX, Section 901 of the Oneida County Charter, I respectfully request the Board of Legislators' confirmation of my re-appointment of Russell Stark as Commissioner of Aviation.

I would appreciate the Board's action on this request at its earliest opportunity.

Very truly yours,

Anthony J. Picente, Jr.  
Oneida County Executive

Cc: Russell Stark



ONEIDA COUNTY  
OFFICE OF THE COUNTY EXECUTIVE

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

FN 20 16-075

February 5, 2016

**WAYS & MEANS**

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

RE: Appointment of Commissioner of Department of Public Works

Honorable Members:

Pursuant to Article VII, Section 701 of the Oneida County Charter, I respectfully request the Board of Legislators' confirmation of my re-appointment of Dennis Davis as Commissioner of the Department of Public Works.

I would appreciate the Board's action on this request at its earliest opportunity.

Very truly yours,

Anthony J. Picente, Jr.  
Oneida County Executive

Cc: Dennis Davis





ONEIDA COUNTY  
OFFICE OF THE COUNTY EXECUTIVE

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

FN 20 16-076

February 5, 2016

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

WAYS & MEANS

RE: Appointment of the County Attorney

Honorable Members:

Pursuant to Article XV, Section 1501 of the Oneida County Charter, I respectfully request the Board of Legislators' confirmation of my re-appointment of Peter M. Rayhill, Esq. to the position of County Attorney.

I would appreciate the Board's action on this request at its earliest opportunity.

Very truly yours,

Anthony J. Picente, Jr.  
Oneida County Executive

Cc: Peter M. Rayhill, Esq.



ONEIDA COUNTY  
OFFICE OF THE COUNTY EXECUTIVE

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

FN 20 16-077

February 5, 2016

**WAYS & MEANS**

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

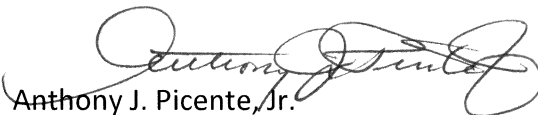
RE: Appointment of the Director of the Oneida County Youth Bureau

Honorable Members:

Pursuant to Article III, Section 310 of the Oneida County Charter, I respectfully request the Board of Legislators' confirmation of my re-appointment of Kevin Green to the position of Director of the Oneida County Youth Bureau.

I would appreciate the Board's action on this request at its earliest opportunity.

Very truly yours,

  
Anthony J. Picente, Jr.  
Oneida County Executive

Cc: Kevin Green



ONEIDA COUNTY  
OFFICE OF THE COUNTY EXECUTIVE

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

FN 20 16-078

February 5, 2016

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

WAYS & MEANS

RE: Appointment of the Director of Purchasing

Honorable Members:

Pursuant to Article III, Section 306 of the Oneida County Charter, I respectfully request the Board of Legislators' confirmation of my re-appointment of Mello Testa to the office of Director of Purchasing.

I would appreciate the Board's action on this request at its earliest opportunity.

Very truly yours,

Anthony J. Picente, Jr.  
Oneida County Executive

Cc: Mello Testa



ONEIDA COUNTY  
OFFICE OF THE COUNTY EXECUTIVE

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

February 5, 2016

FN 20 16-079

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

**WAYS & MEANS**

RE: Appointment of Commissioner of Mental Health

Honorable Members:

Pursuant to Article XII, Section 1201 of the Oneida County Charter, I respectfully request the Board of Legislators' confirmation of my re-appointment of Robin O'Brien as Commissioner of Mental Health.

I would appreciate the Board's action on this request at its earliest opportunity.

Very truly yours,

Anthony J. Picente, Jr.  
Oneida County Executive

Cc: Robin O'Brien



ONEIDA COUNTY  
OFFICE OF THE COUNTY EXECUTIVE

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

February 5, 2016

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

FN 20 16-080

**WAYS & MEANS**

RE: Appointment of the Director of the Office for the Aging and Continuing Care

Honorable Members:

Pursuant to Article XXV, Section 2501 of the Oneida County Charter, I respectfully request the Board of Legislators' confirmation of my re-appointment of Michael Romano to the position of Director of the Office for the Aging and Continuing Care.

I would appreciate the Board's action on this request at its earliest opportunity.

Very truly yours,

Anthony J. Picente, Jr.  
Oneida County Executive

Cc: Michael Romano



ONEIDA COUNTY  
OFFICE OF THE COUNTY EXECUTIVE

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

February 5, 2016

FN 20 16-081

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

**WAYS & MEANS**

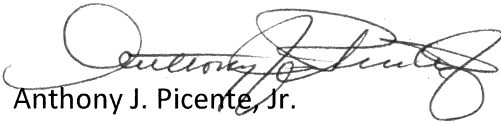
RE: Appointment of Commissioner of Planning

Honorable Members:

Pursuant to Article XIII, Section 1301 of the Oneida County Charter, I respectfully request the Board of Legislators' confirmation of my re-appointment of John Kent as the Commissioner of Planning.

I would appreciate the Board's action on this request at its earliest opportunity.

Very truly yours,

  
Anthony J. Picente, Jr.  
Oneida County Executive

Cc: John Kent



ONEIDA COUNTY  
OFFICE OF THE COUNTY EXECUTIVE

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

February 5, 2016

FN 20 16-082

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

**WAYS & MEANS**

RE: Appointment of the Emergency Services Director

Honorable Members:

Pursuant to Article III, Section 308 and Article XX, Section 2003 of the Oneida County Charter, I respectfully request the Board of Legislators' confirmation of my re-appointment of Kevin Revere to the position of Emergency Services Director and Fire Coordinator.

I would appreciate the Board's action on this request at its earliest opportunity.

Very truly yours,

Anthony J. Picente, Jr.  
Oneida County Executive

Cc: Kevin Revere



ONEIDA COUNTY  
OFFICE OF THE COUNTY EXECUTIVE

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

February 5, 2016

FN 20 16-083

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

WAYS & MEANS

RE: Appointment of the Public Health Director

Honorable Members:

Pursuant to Article XI, Section 1101 of the Oneida County Charter, I respectfully request the Board of Legislators' confirmation of my re-appointment of Phyllis Ellis to the position of Public Health Director.

I would appreciate the Board's action on this request at its earliest opportunity.

Very truly yours,

Anthony J. Picente, Jr.  
Oneida County Executive

Cc: Phyllis Ellis





ONEIDA COUNTY  
OFFICE OF THE COUNTY EXECUTIVE

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

FN 20 16-084

February 5, 2016

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

WAYS & MEANS

RE: Appointment of the Director of Workforce Development

Honorable Members:

Pursuant to Article XX, Section 2003 of the Oneida County Charter, I respectfully request the Board of Legislators' confirmation of my reappointment of David Mathis to the position of Director of Workforce Development.

I would appreciate the Board's action on this request at its earliest opportunity.

Very truly yours,

Anthony J. Picente, Jr.  
Oneida County Executive

Cc: David Mathis



ONEIDA COUNTY  
OFFICE OF THE COUNTY EXECUTIVE

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

FN 20 16-085

February 5, 2016

WAYS & MEANS

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

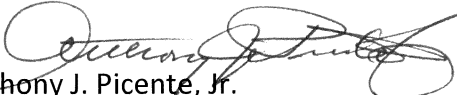
RE: Appointment of the Public Defender – Civil Division

Honorable Members:

Pursuant to Article XXIV, Section 2401 of the Oneida County Charter, I respectfully request the Board of Legislators' confirmation of my re-appointment of Frank J. Furno, Esq. to the position of Public Defender – Civil Division.

I would appreciate the Board's action on this request at its earliest opportunity.

Very truly yours,

  
Anthony J. Picente, Jr.  
Oneida County Executive

Cc: Frank J. Furno, Esq.



ONEIDA COUNTY  
OFFICE OF THE COUNTY EXECUTIVE

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

FN 20 16-086

February 5, 2016

**WAYS & MEANS**

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

RE: Appointment of the Public Defender – Criminal Division

Honorable Members:

Pursuant to Article XXIV, Section 2401 of the Oneida County Charter, I respectfully request the Board of Legislators' confirmation of my re-appointment of Frank Nebush, Esq. to the position of Public Defender – Criminal Division.

I would appreciate the Board's action on this request at its earliest opportunity.

Very truly yours,

Anthony J. Picente, Jr.  
Oneida County Executive

Cc: Frank Nebush, Esq.



ONEIDA COUNTY  
OFFICE OF THE COUNTY EXECUTIVE

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

FN 20 16-087

February 5, 2016

**WAYS & MEANS**

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

RE: Appointment of Commissioner of Finance

Honorable Members:

Pursuant to Article V, Section 501 of the Oneida County Charter, I respectfully request the Board of Legislators' confirmation of my re-appointment of Anthony Carvelli as Commissioner of Finance.

I would appreciate the Board's action on this request at its earliest opportunity.

Very truly yours,

Anthony J. Picente, Jr.  
Oneida County Executive

Cc: Anthony Carvelli



ONEIDA COUNTY  
OFFICE OF THE COUNTY EXECUTIVE

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

February 5, 2016

FN 20 16-088

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

WAYS & MEANS

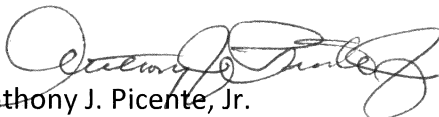
RE: Appointment of the Central Services Director

Honorable Members:

Pursuant to Article III, Section 307 of the Oneida County Charter, I respectfully request the Board of Legislators' confirmation of my re-appointment of Anne Hartman to the position of Central Services Director.

I would appreciate the Board's action on this request at its earliest opportunity.

Very truly yours,

  
Anthony J. Picente, Jr.  
Oneida County Executive

Cc: Anne Hartman



ONEIDA COUNTY  
OFFICE OF THE COUNTY EXECUTIVE

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

FN 20 16-089  
WAYS & MEANS

February 5, 2016

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

RE: Appointment of Commissioner of Water Quality and Water Pollution Control

Honorable Members:

Pursuant to Article XXVII, Section 2701 of the Oneida County Charter, I respectfully request the Board of Legislators' confirmation of my re-appointment of Steven P. Devan as Commissioner of Water Quality and Water Pollution Control.

I would appreciate the Board's action on this request at its earliest opportunity.

Very truly yours,

Anthony J. Picente, Jr.  
Oneida County Executive

Cc: Steven P. Devan



ONEIDA COUNTY  
OFFICE OF THE COUNTY EXECUTIVE

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

FN 20 16-090

February 5, 2016

WAYS & MEANS

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

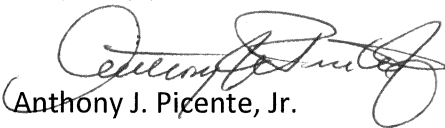
RE: Appointment of Director of Budget

Honorable Members:

Pursuant to Article III, Section 305 of the Oneida County Charter, I respectfully request the Board of Legislators' confirmation of my re-appointment of Thomas B. Keeler to the office of Director of Budget.

I would appreciate the Board's action on this request at its earliest opportunity.

Very truly yours,

  
Anthony J. Picente, Jr.  
Oneida County Executive

Cc: Thomas B. Keeler