



ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
(315) 798-5900

Susan L. Crabtree
Clerk
(315) 798-5901

James M. D'Onofrio
Majority Leader

Michael J. Hennessy
Minority Leader

COMMUNICATIONS FOR DISTRIBUTION NOVEMBER 26, 2008 (Correspondence relating to upcoming legislation, appointments, petitions, etc)

<u>FILE NO.</u>	<u>COMMITTEE</u>	<u>PAGES</u>
2008-489	Internal Affairs, Ways & Means	2-4
2008-490	Airport, Ways & Means	5-9
2008-491	Ways & Means	10-12
2008-492	Ways & Means	13-14
2008-493	Economic Development & Tourism, Ways & Means	15-17
2008-494	Airport, Ways & Means	18-32
2008-495	Internal Affairs, Ways & Means	33-34
2008-496	Education, Youth & Agriculture, Ways & Means	35
2008-497	Ways & Means	36-37
2008-498	Public Works, Ways & Means	38-39
2008-499	Human Resources, Ways & Means	40-42
2008-500	Human Resources, Ways & Means	43-45
2008-501	Read & Filed	46
2008-502	Internal Affairs, Ways & Means	47-48
2008-503	Human Resources, Ways & Means	49-51
2008-504	Human Resources, Ways & Means	52-54
2008-505	Human Resources, Ways & Means	55-57
2008-506	Public Works, Ways & Means	58-72
2008-507	Public Works, Ways & Means	73-74
2008-508	Public Health, Ways & Means	75-76
2008-509	Public Health, Ways & Means	77-79
2008-510	Public Health, Ways & Means	80-81
2008-511	Human Resources, Ways & Means	82-83
2008-512	Public Health, Ways & Means	84-85
2008-513	Public Health, Ways & Means	86-87
2008-514	Public Health, Ways & Means	88-89
2008-515	Public Health, Ways & Means	90-92
2008-516	Public Health, Ways & Means	93-94
2008-517	Public Safety, Ways & Means	95-96
2008-518	Public Safety, Ways & Means	97-98
2008-519	Public Health, Ways & Means	99-100
2008-520	Public Works, Ways & Means	101
2008-521	Public Works, Ways & Means	102-106
2008-522	Public Works, Ways & Means	107-109
2008-523	Public Works, Ways & Means	110-112

ONEIDA COUNTY

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE



DEPARTMENT OF FINANCE

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

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 NOV 13 AM 10:17

7N12008-489

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

INTERNAL AFFAIRS
WAYS & MEANS

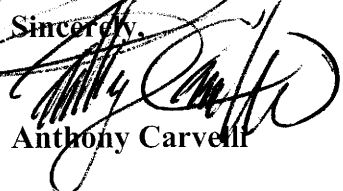
Tax Map Number: 318.47-1-5

Dear Mr. Picente:

The above referenced property, located in the City of Utica, was acquired by Oneida County through the nonpayment of property taxes. Attached is a copy of a purchase offer of \$515.00 for the property submitted to this office by Ms. Ruth Brown.

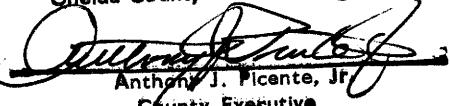
The property is located at 1019 Warren St. and is approximately 406 feet by 100 feet. Ms. Brown wishes to purchase a house and vacant lot on each side of this lot from the City of Utica. Said property was most recently offered for sale by this department at public auction on June of 1996 and received no bids. This given, it is our recommendation that Ms. Brown's bid be accepted.

Included is a current delinquent tax statement on the parcel. Please forward Ms. Brown's request to the Board of Legislators for their consideration.

Sincerely,

Anthony Carvelli

CC: Linda M.H. Dillon, Oneida County Attorney

file: c:nobid

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

Anthony J. Picente, Jr.
County Executive
Date 11/10/08

2.

ONEIDA COUNTY PROPERTY OFFER FORM

Municipality: Utica (1019 warren st) vacant lot

Tax Number: 1600 318.047-1-5

Description of Property:

VACANT, 406' x 100'

Date of Auction (with a no bid): June 1996

Outstanding Tax Amount:

Name of interested party: Ruth Brown (Lincoln)

Address: (Sow)

Phone:

Other Properties in Oneida County:

Any Outstanding Taxes:

Reasons For Interest in Property:

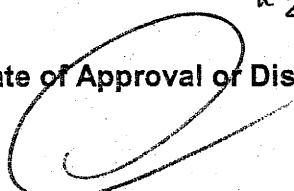
Wishes to purchase house and vacant lot from city that border each side of this parcel

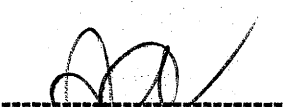
Amount Of Bid: 250,00

Deed Recording Fee: ~~300.00~~
265.00


Total Due: \$ 515.00

Date of Approval or Disapproval:





COMMISSIONER OF FINANCE

11-17-08


ONEIDA COUNTY DEPARTMENT OF FINANCE

PHONE: (315) 798-5754

DATE: 10/23/08

TO: ONEIDA COUNTY
800 PARK AVE
UTICA NY

DEPT. OF FINANCE
13501-0000

=====

THERE ARE NO DELINQUENT TAXES ON THIS PARCEL.

CITY OF UTICA

301600 318.047-1-5

ACCOUNT #: 0202342000

SCHOOL CODE: 301600

FJ * ASSESSMENT LAND: 2000
* ASSESSMENT TOTAL: 2000
* PROPERTY CLASS: 311

PROPERTY LOCATION: 1019 WARREN ST

PROPERTY DESCRIPTION: 4-05-06-005 406X100
318.047-0001-005.000/0000

=====

* THE ORIGINAL TOWN AND COUNTY TAX FOR 2008 TOTALS ==> \$ *

Oneida County Department of Aviation

Oneida County Airport at Griffiss Airfield (RME)

592 Hangar Road, Suite 200

Rome, New York 13441

ANTHONY J. PICENTE, JR.
County Executive

Phone: (315) 736-4171 Fax: (315) 736-0568

airport@ocgov.net

November 4, 2008

7N2008-490

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

AIRPORT

WAYS & MEANS

Dear Mr. Picente:

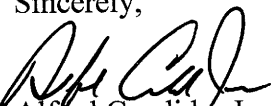
Attached for your review and acceptance of the Oneida County Legislature is a contract with ASMI, Navaid Specialists, of Overland Park, KS. ASMI has been under contract with Oneida County to maintain, test, and certify with the Federal Aviation Administration (FAA) the navigational instruments at Griffiss International Airport.

The contract will cover the 2009 calendar year. The cost of this specialized service contract is \$69,600.00 annually.

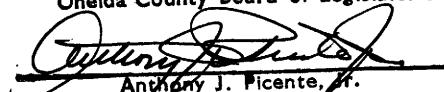
After your review please forward to the County Board of Legislature for their review and approval.

Thank you.

Sincerely,


Alfred Candido, Jr.
Chief of Staff

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


Anthony J. Picente, Jr.
County Executive

Date 11/3/08

Cc: Budget
County Comptroller

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 NOV 14 PM 2:42

5.

MAINTENANCE SERVICE CONTRACT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between AVIATION SYSTEMS MAINTENANCE, INCORPORATED (ASMI) of Overland Park, Kansas, and the COUNTY of ONEIDA COUNTY, NEW YORK (COUNTY).

WITNESSETH:

WHEREAS, the Corporation, being duly incorporated and existing under and by virtue of the Laws of the State of Kansas, with its principal place of business being Overland Park, Kansas; and,

WHEREAS, in the furtherance of the corporation's business, it is the desire of the corporation to provide maintenance services; and,

WHEREAS, it is the desire of the COUNTY to accept such maintenance services with said corporation;

NOW, THEREFORE, in consideration of the mutual promises of the parties, it is agreed as follows:

1. ASMI will perform scheduled periodic service of the facilities described in paragraph "FACILITIES" at the Griffiss Airfield in Rome, New York, for a period of twelve (12) months. The effective date of this twelve-month period will be January 1, 2009.
2. For services rendered, ASMI shall receive the sum of \$5,800 per month, to be paid to ASMI, by the COUNTY, in advance, by the 10th of each month on presentation of the properly executed voucher and supporting documentation.
3. The service and repair will consist of two types:
 - a) scheduled periodic service and adjustment; and
 - b) restoration of the facilities following an unscheduled outage.
4. The scheduled periodic service and adjustments will consist of those routine tests and adjustments required by 14 CFR Part 171 for non-federal airports. ASMI will record the results of these tests in a station log and send copies to the FAA.

ASMI will attend FAA facility visits required by 14 CFR 171 and/or flight inspections, provided that these occur as scheduled. Cancellations or excessive delays occurring in these visits after the ASMI representative is on site or en route will be invoiced at a rate of \$850/day, in half day increments, portal to portal, plus travel expenses.

5. The restoration of the facilities following an unscheduled outage will be performed by ASMI as soon as possible after the outage is reported, with an average response time of forty-eight (48) hours or less.

The parties hereto understand and agree that neither party maintains an inventory of spare parts and that spare parts for the equipment are not readily available on the new market. However, the COUNTY has available a spare unit which may contain parts that could be used to restore a facility to service. If a spare part is needed to restore a facility, the procedure will be to first utilize parts available from the COUNTY's system. Then, if or when necessary, ASMI will utilize its normal channels and supply chain to locate and obtain any parts necessary for repair of the facility. When located, if available, the parts will be offered to the COUNTY at ASMI's cost plus an administrative mark-up of 20% (divide the cost by 0.80).

6. It is an FAA requirement that properly calibrated test equipment for each NAVAID station be available. The parties hereto understand and agree that the COUNTY will furnish and calibrate said test equipment in accordance with FAA requirements.
7. ASMI will carry aviation products and completed operations insurance in the amount of \$5,000,000 for the term of the contract. The COUNTY will be named as an additional insured with respect to this coverage and this contract.
8. It is the responsibility of the COUNTY to provide transportation for ASMI personnel between the airport and the equipment site(s).
9. It is the responsibility of the COUNTY to provide and maintain security in and around the equipment to be maintained under this AGREEMENT.
10. The COUNTY is responsible for the issuance of all NOTAMS relating to the status of facilities herein maintained.
11. It is the responsibility of the COUNTY to maintain the grounds and buildings associated with the NAVAIDS in good repair and to standards required by the FAA.

FACILITIES

The facilities to be maintained by ASMI are located at the Griffiss Airfield, in Rome, New York, and consist of the following:

AN/GRN 29 ILS
RME-CEGS/LOC
FYQ-CEGS/LOC
Associated remote status monitors and control equipment

EXCLUSIONS

The facilities maintained by ASMI are turned over after ASMI's maintenance action to the COUNTY for status monitoring and operation under IFR Air Traffic Control, with the FAA

7.

and other pilots as users of the system. ASMI, therefore, is not responsible for operation of the facilities.

ASMI is not responsible for damage due to power outage, lightning, flood, windstorm, rain, snow or other Acts of God, nor vandalism or tampering by unauthorized individuals, nor any design, engineering, installation, or manufacturing defects. ASMI will bill the COUNTY at the rate of \$850/day, in half day increments, portal to portal, plus travel expenses. In addition, should unscheduled outages be caused by the failure of the COUNTY to implement an upgrade or repair identified or requested by ASMI in the course of their maintenance activities, the outage response will be billed at the rate of \$850/day, in half day increments, portal to portal, plus travel expenses.

New Year's Eve, New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, and Christmas Day are holidays observed by the ASMI staff. If an outage occurs that requires technician response on any of these days, ASMI will charge an additional \$400.

TERMINATION

This AGREEMENT automatically terminates twelve (12) months after its effective date. Either party may terminate without cause with thirty (30) days' written notice to the other.

If ASMI chooses to terminate, it will maintain the facilities until the COUNTY makes other arrangements for maintenance, not to exceed the unexpired balance of the 12-month term.

If the COUNTY chooses to terminate, it agrees to pay the balance of ASMI's total fee for the 12 months. In the event termination is due to the contemplated FAA equipment upgrade and takeover, the COUNTY will give ASMI as much notice as possible, but in no event will the notice be less than 160 days. In so noticing, the COUNTY will avoid paying the fee for the balance of the 12-month term of this contract period.

In the event of termination caused by non-performance by ASMI, no payment will be due on the balance of the AGREEMENT.

TOTAL AGREEMENT

This document forms the complete agreement between the parties and any other arrangements or representations, written or oral, are hereby rescinded and replaced by this MAINTENANCE SERVICE CONTRACT. This agreement shall be governed by the Laws of the State of Kansas.

AVIATION SYSTEMS
MAINTENANCE, INC.

ONEIDA COUNTY, NEW YORK

By: _____

By: _____

Name: Penny McPherson

Name: _____

Title: Chief Executive Officer

Title: _____

Attest: _____

Attest: _____

Date: _____

Date: _____

Approved As To Form
ONEIDA COUNTY ATTORNEY
By _____

9.



ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
(315) 798-5900

Susan L. Crabtree
Clerk
(315) 798-5901

James M. D'Onofrio
Majority Leader

Michael J. Hennessy
Minority Leader

November 14, 2008

7N2008-491

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

WAYS & MEANS

Honorable Members:


Pursuant to the action of Oneida County Republican Committee at a meeting held on the 26th day of September, 2008, Pamela N. Mandryck of 9245 Sly Hill Road, Ava, NY was recommended to fill the vacancy of the Republican Commissioner of Elections for the remainder of the term to commence on November 27, 2008 through December 31, 2008.

In accordance with Section 3-208 of the New York State Election Law, Mrs. Mandryck is to be compensated during this interim period at the same salary rate as the current Democratic Commissioner of Elections, to wit, Grade 38M, Step 15 (\$77,130).

Mrs. Mandryck also has the endorsement of the County Republican Committee to serve as the Republican Election Commissioner for a full 2 year term, commencing on January 1, 2009 and ending on December 31, 2010, at Grade 46M, Step 3 (\$69,579). Please see the attached certification forms.

I request that this interim and two year term appointment be put before the full Board of Legislators for confirmation at the meeting to be held on November 26th, 2008.

Respectfully submitted,


GERALD J. FIORINI
CHAIRMAN OF THE BOARD

GJF:pp

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 NOV 14 PM 3:02

10.

STATE OF NEW YORK
STATE BOARD OF ELECTIONS

ELECTION COMMISSIONER CERTIFICATION

To the Clerk of the County (Board)(Legislature), County of Oneida.

I certify that:

At a meeting of the Republican County Committee of the County of Oneida, held on the 26th day of September, 2008, at Hart's Hill Inn, Whitesboro, New York, under the provisions of the Election Law and rules of the County Committee, a quorum being present,

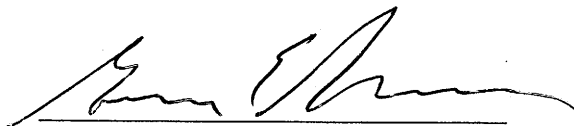
Pamela N. Mandryck, resident at
(Name)
9245 Sly Hill Road, Ava, New York, 13303 was recommended
(Address) (Zip Code)

by majority of said committee as a suitable and qualified person for appointment to the office of Commissioner of Elections,

- for the term beginning January 1, 20__
- to fill an existing vacancy in said office for the remainder of the current term

and that said designee is a registered voter of the County of Oneida and a duly enrolled member of the Republican Party.

Dated at Utica, New York
November 14, 2008.


(Chairman or Secretary)

STATE OF NEW YORK
STATE BOARD OF ELECTIONS

ELECTION COMMISSIONER CERTIFICATION

To the Clerk of the County (Board)(Legislature), County of Oneida.

I certify that:

At a meeting of the Republican County Committee of the County of Oneida, held on the 26th day of September, 2008, at Hart's Hill Inn, Whitesboro, New York, under the provisions of the Election Law and rules of the County Committee, a quorum being present,

Pamela N. Mandryck, resident at

9245 Sly Hill Road, Ava, New York, 13303 was recommended

(Name)
(Address)

(Zip Code)

by majority of said committee as a suitable and qualified person for appointment to the office of Commissioner of Elections,


for the term beginning January 1, 2009

- to fill an existing vacancy in said office for the remainder of the current term

and that said designee is a registered voter of the County of Oneida and a duly enrolled member of the Republican Party.

Dated at Utica, New York

November 14, 2008.


(Chairman or Secretary)



ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
(315) 798-5900

Susan L. Crabtree
Clerk
(315) 798-5901

James M. D'Onofrio
Majority Leader

Michael J. Hennessy
Minority Leader

November 14, 2008

7N 2008-492

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

WAYS & MEANS

Honorable Members:

Pursuant to action of the Oneida County Democratic Committee at a meeting held on the 13th day of November, 2008, Kathleen M. Perez of 1107 E. Dominick Street, Rome, NY was recommended to serve as the Democratic Election Commissioner for a 2 year term, commencing on January 1, 2009 and ending on December 31, 2010 at Grade 46M, Step 3 (\$69,579). Please see the attached certification form.

I request this appointment be put before the full Board of Legislators for confirmation at the meeting to be held on November 26th, 2008.

Respectfully submitted,

Handwritten signature of Gerald J. Fiorini in cursive.

GERALD J. FIORINI
CHAIRMAN OF THE BOARD

GJF:pp

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 NOV 14 PM 3:02

13.

STATE OF NEW YORK
STATE BOARD OF ELECTIONS

ELECTION COMMISSIONER CERTIFICATION

To the Clerk of the County (Board)(Legislature), County of Oneida.

I certify that:

At a meeting of the Democratic County Committee of the County of Oneida, held on the 13th day of November, 2008, at Valentino's Restaurant, Washington Mills, New York, under the provisions of the Election Law and rules of the County Committee, a quorum being present,

Kathleen M. Perez, resident at
(Name)
1107 E. Dominick Street, Rome, New York, 13440 was recommended
(Address) (Zip Code)

by majority of said committee as a suitable and qualified person for appointment to the office of Commissioner of Elections,

for the term beginning January 1, 2009

to fill an existing vacancy in said office for the remainder of the current term

and that said designee is a registered voter of the County of Oneida and a duly enrolled member of the Democratic Party.

Dated at Washington Mills New York

November 13, 2008.



(Chairman or Secretary)

2008 NOV 14 AM 10:09

RECEIVED
ONEIDA COUNTY LEGISLATIVE CLERK
f:\files\forms\ES-02

Oneida County Department of Public Works

ANTHONY J. PICENTE JR.
County Executive

JOHN J. WILLIAMS
Commissioner

6000 Airport Road
Oriskany, New York 13424
Phone: (315) 793-6200
Fax: (315) 768-6299

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

November 4, 2008

7N2008-493

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

**ECONOMIC DEVELOPMENT
& TOURISM**

WAYS & MEANS

Dear County Executive Picente,

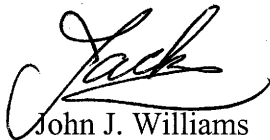
Oneida County (Lessor) currently leases space at Union Station to the National Railroad Passenger Corporation (Lessee) for operation of Amtrak passenger train services. This lease will expire on December 31, 2008.

Enclosed is a proposed Second Amendment to Lease that would grant Lessee an additional five year term commencing on January 1, 2009 and ending on December 31, 2013. For the duration of this term Lessee would pay Lessor \$63,173.24 annually. This would be a 5% increase over the previous rental rate. The Second Amendment to Lease would also grant Lessee an option to renew the lease for two (2) additional five (5) year terms with annual rental rate increases as specified.

Please consider the enclosed agreement and if acceptable forward to the Oneida County Board of Legislators for consideration with presentation to the full Board on or before December 24, 2008.

Thank you for your support.

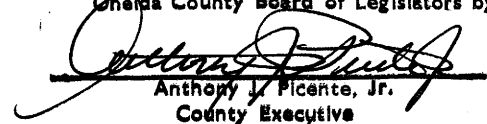
Sincerely,



John J. Williams
Commissioner of Public Works

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

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



Anthony J. Picente, Jr.
County Executive

Date 11/12/08

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ONIEDA COUNTY LEGISLATURE
2008 NOV 18 AM 10:48

15.

Oneida County Board of Legislators Contract Summary

Name of Proposing Organization: **National Railroad Passenger Corporation – Amtrak**

Title of Activity or Service: **Agreement of Lease**

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

Summary Statements:

1) Narrative Description of Proposed Services:

2nd Amendment of Lease between Oneida County (Lessee) and National Railroad Passenger Corporation for space at Union Station, Utica, NY. Amendment would provide additional five (5) year term commencing Jan 1, 2008 and ending December 31, 2013 with two (2) additional five (5) year term options.

2) Program/Service Objectives and Outcomes:

N/A

3) Program Design and Staffing Level:

N/A

Total Funding Requested: **\$63,173.24 annual revenue**

Oneida County Department Funding Recommendation: **\$63,173.24 annual revenue** Account # **A1740**

Proposed Funding Source: Federal 0% State 0% County 0%

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

Past Performance Data: **N/A**

Oneida County Department Staff Comments

Second Amendment to Lease

Second Amendment to Lease dated July 24, 2002, by and between the County of Oneida ("Lessor") and the National Railroad Passenger Corporation ("Lessee").

1) Lessor and Lessee agree to the following.

- a) The Lessor grants Lessee an additional five year term commencing on January 1, 2009 and ending on December 31, 2013. All other provisions of the lease and subsequent amendments thereto remain in effect.
 - i) Lessee shall pay rent annually to the Lessor in the amount of Sixty Three Thousand One Hundred Seventy Three and 24/100 dollars (\$63,173.24). Such rent shall be payable to the Lessor in quarterly payments of Fifteen Thousand Seven Hundred Ninety Three and 31/100 dollars (\$15,793.31), the first of which is due January 1, 2009 with the remaining quarterly payments due on the first day of each subsequent quarterly date thereafter.
- b) The Lessor grants Lessee an option to renew this lease on the same terms for two (2) additional five year terms with the first option beginning on January 1, 2014.
 - i) An annual rent shall be negotiated by the parties prior to the termination of the current lease term. Such renewal term annual rent shall be increased by no less than five percent (5%) increase over the previous rent, nor no more than a fifteen percent (15%) increase over the previous rent, except that if there are extraordinary events, such as national, or state directives that the Lessor is required to follow. The parties agree to further negotiations of rent increases based on additional operational cost experienced by the Lessor resulting from such extraordinary events.

2) End Second Amendment to Lease

NATIONAL RAILROAD PASSENGER CORPORATION

By: B. Looloian
Name: Bruce Looloian
Title: Assistant Vice President - Real Estate Development

COUNTY OF ONEIDA

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

Approved As To Form:

Oneida County Attorney



17.

Oneida County Department of Aviation

Griffiss International Airport (KRME)

592 Hangar Road, Suite 200

Rome, New York 13441

Phone: (315) 736-4171 Fax: (315) 736-0568

airport@ocgov.net

ANTHONY J. PICENTE, JR.
County Executive

VACANT
Commissioner

RECEIVED
ONIDA COUNTY LEGISLATURE
2008 NOV 18 AM 10:48

November 3, 2008

7N2008-494

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

AIRPORT WAYS & MEANS

Dear County Executive Picente,

Enclosed for your consideration are three (3) copies of a *State Master Grant Agreement* which matches a FFY- '08 federal Airport Improvement Program grant. Please note that this agreement will continue for five years. Our previously issued Master Grant Agreement is in effect until all grants assigned under it are closed out.) The Master Agreement establishes a contract number, but has unique Project Identification Numbers (PIN). These projects are:

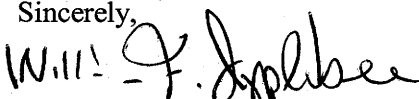
Project Identification Number and Description	Estimated Total Cost	Federal Share	State Share (max. 15% incr.)	Local Share
PIN 2905.18 TW Edge Lighting, Marking and Signage (Construction)	\$2,980,000	\$2,831,000	\$74,500 (\$85,675 max.)	\$74,500
PIN 2905.19 Rehabilitate Storage Hangar Bldg. 782 (Design only)	\$99,000	\$94,050	\$2,475 (\$2,846 max.)	\$2,475
PIN 2905.20 ILS/MALSR (Construction) Runway 33 & FAA Reimbursable Agreement - Phase II	\$4,763,548	\$4,525,371	\$119,088 (\$136,952 max.)	\$119,089

The NYSDOT requires a municipal resolution be passed to accept their supplemental grant. Therefore, we respectfully request you forward to the Oneida County Board of Legislators for authorization to execute the Master Grant Agreement with the New York State Department of Transportation. Capital Account H-339 Griffiss Airfield Redevelopment is established to receive these funds.

Upon Board approval, please *return three (3) signed and notarized copies as well as three (3) notarized resolutions* authorizing acceptance of the grant.

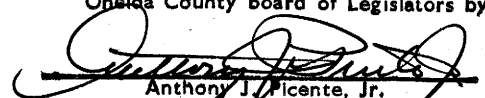
Should you have any questions regarding this application please contact me.

Sincerely,


William F. Applebee
Assistant Engineer

wfa
Attach.

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


Anthony J. Picente, Jr.
County Executive

Date: 11/12/08 18



STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION
ALBANY, N.Y. 12232
WWW.NYS DOT.GOV

ASTRID C. GLYNN
COMMISSIONER

DAVID A. PATERSON
GOVERNOR

OCT 22 2008

Mr. William Applebee
Griffiss International Airport
592 Hangar Road, Suite 200
Oneida, NY 13441

Re: Griffiss International Airport
PIN 2905.18/19/.20
Master Grant

Dear Mr. Applebee:

Enclosed for your action, please find three (3) copies of a state Master Grant Agreement which matches a FFY-08 federal grant. It establishes a contract number that will continue for five years, but has unique Project Identification Number(s) (PIN). Your previously issued Master Grant Agreement(s) will be in effect until all grants assigned under it are closed out. We ask that the executed agreements be returned directly to this office, but point out that the Department's regional office will still be involved in other aspects of project administration

You will note that the State matching grant amount is 15% higher than the corresponding AIP grant amount. This is to provide for any possible future AIP grant amendments. The additional 15% will only be used in the event that the FAA increases their grant. The purpose of this new process is to eliminate the need for future supplemental grants for cost increases. Since our share of these increases is very small, the effort needed to prepare and process the supplementals is not justified.

Please have the grants signed and notarized; return two (2) signed copies and two (2) notarized resolutions from the local municipality endorsing the project(s) to this office. A signed SEQR Agency Compliance Statement (enclosed) is also required.

Due to a modification with regard to documentation returned to you for fully approved grants, you must retain the third copy of this grant for your files as it is the only copy you will receive. When your grant agreement is signed by the Attorney General & the Office of the State Comptroller, only a fully approved signature page will be returned to you for insertion in the grant copy retained in your files.

PA.

If you have any questions regarding this grant agreement or the additional required documentation or if you need any assistance please contact Denise Geraldi of my staff at 518-457-8438 or e-mail at dgeraldi@dot.state.ny.us .

Sincerely,



Seth J. Edelman, Director
Aviation Bureau

Enclosures

cc: R. Jakubowski, Region #2

ee

**AVIATION
CAPITAL PROJECT AGREEMENT**

**GRIFFISS INTERNATIONAL AIRPORT
PROJECT NO. 2905.18/19/20
CONTRACT NO. K**

THIS AGREEMENT made this 16th day of September, 2008 by and between the People of the State of New York (hereinafter referred to as "State") acting by and through the Commissioner of Transportation (hereinafter referred to as "Commissioner" and "Department" respectively) with offices at 50 Wolf Rd, Albany, New York 12232, and the County of Oneida (hereinafter referred to as "Grantee") with offices at Utica, New York.

WHEREAS, Article 2 of the Transportation Law authorizes the Commissioner to provide for the accomplishment of airport or aviation projects, and to provide funding to private owners, municipalities and authorities in connection therewith; and

WHEREAS, the Grantee is the sponsor of an airport known as Griffiss International Airport in Oneida County (hereinafter referred to as the "Airport"); and

WHEREAS, the Grantee has made and will make application to the Commissioner for State aid for the accomplishment of airport or aviation projects at the Airport; and

WHEREAS, the Grantee has applied for and will secure available Federal Assistance for the Projects from the Federal Aviation Administration, (hereinafter called "FAA Grant Agreements"); and

WHEREAS, the Projects will be approved by the Commissioner as consistent with sound transportation development policy and planning concepts and eligible for State participation; and

WHEREAS, the Grantee is authorized to enter into this Agreement by resolution, a copy of which is attached hereto and made a part hereof; and

WHEREAS, State funding for said airport or aviation projects has been and will be provided by budget bills duly enacted into law.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the State and the Grantee agree as follows:

Article 1. Purpose of Agreement.

The purpose of this Agreement is to provide for the undertaking of airport or aviation projects (each project hereinafter referred to as the "Project"), the details of which are more fully described in Schedule A-1 attached hereto, with State financial assistance to the Grantee in the form of a grant, and to state the terms, conditions, requirements, and restrictions upon which such State assistance will be provided and the mutual understandings and agreements of the parties as to the manner in which the Project will be undertaken and completed, and

the Project facilities and equipment will be used. This grant is established with the Grantee for a period of ten years commencing on the date first above written after this Agreement is approved by the State Comptroller, and terminating ten years therefrom, and shall not be dependent on the official duty continuity of the signatories or their successors. The Agreement may be concluded at any time upon written agreement between the Commissioner and the official representative(s) of the Grantee subject to the written approval of the State Comptroller.

Article 2. Documents Forming the Agreement.

Schedule A, containing individual project information including project description, cost, funding allocation and schedule, is attached hereto and is hereby made a part of this agreement as if set forth fully herein.

Appendix A, standard clauses for all New York State contracts, is attached hereto and is hereby made a part of this agreement as if set forth fully herein.

Appendix B, containing State bidding requirements, is attached hereto and is hereby made a part of this agreement as if set forth fully herein.

Resolution of the Grantee (if applicable) affirming the terms of this Agreement and authorizing the Agreement to be executed.

Article 3. The Project.

The Grantee agrees to complete and provide for the use of project facilities and equipment in accordance with Federal law, rules and the FAA Grant Agreements, and the terms and conditions of this Agreement. The Grantee shall commence and continue operation of the Project upon its completion and shall not discontinue operation or dispose of the Project without the approval of the Commissioner. The Grantee shall also provide for the payment of its share of the cost of the Project.

Article 4. The Grant.

The State share of project costs is fifty percent of the non-Federal costs to complete the Project approved by the Commissioner and procured in part through Federal funding. The maximum amount of the State's share of funding is as set forth in Schedule A. The Grantee agrees to apply for additional Federal assistance which may become available for the Project, subject to such conditions as the Commissioner may require, in order to maximize the amounts of Federal assistance received or to be received for all projects in the State.

Article 5. Use of Project Facilities and Equipment.

- a. On completion of the Project, the Grantee shall commence and continue operation and maintenance of the Project at its own cost and shall not discontinue operation, or dispose of the Project, without the approval of the Commissioner, for the period of time corresponding to the period of useful life for the Project as determined by reference to Section 61 of the State Finance Law.
- b. No part of any Project or Project facility shall be sold, rendered unusable, or otherwise relinquished without obtaining prior written approval of the Commissioner and State Comptroller. If any Project parts or facilities are so sold, other than for their

replacement in such service with like facilities or equipment, the State share of the proceeds of such a sale will be returned to the State Comptroller for deposit in the General Fund.

- c. The Grantee will operate and maintain the Airport in full compliance with the terms of the FAA Grant Agreement and all the covenants made by the Grantee to the FAA are deemed made to the State by this Agreement as if fully set forth herein.
- d. All facilities of the Airport developed with State aid and all those usable for the landing and taking off of aircraft, will be available to State Aircraft at all times, without charge.
- e. The Grantee shall submit to the Commissioner, at such time as he may require, such financial statements, operating information and other data as may be deemed necessary by the Commissioner to assure compliance with this Agreement and to prepare his annual report on the scope and results of the Project. The Airport and all Airport records and documents affecting the Airport, including deeds, leases, operation and use agreements, and other instruments, will be made available for inspection by any duly authorized representative of the Commissioner upon reasonable request. The Grantee will furnish to the Commissioner upon request, a true copy of any such document.

Article 6. Accomplishment of the Project.

- a. Pursuant to Federal, State and Local Law. In the event that any election, referendum, approval, permit, notice or other proceedings or authorization is requisite under applicable law to enable the Grantee to enter into this Agreement or to undertake the Project hereunder, or to observe, assume, or carry out any of the provisions of this Agreement, the Grantee will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.
- b. Funds of the Grantee. The Grantee shall initiate and prosecute to completion all proceedings necessary to enable the Grantee to provide its share of actual total cost of the Project, as provided in Schedule A of this Agreement, on or prior to the time that such funds are needed to meet the Project costs.
- c. Submission of Proceedings, Contracts and Other Documents. The Grantee shall submit to the Commissioner and the State Comptroller such data, reports, records, contract and other documents relating to the Project as the Commissioner and the State Comptroller may require.

Article 7. The Project Budget.

Costs for any new Project approved by the FAA and the Commissioner, and costs incurred for any change that increases the State share set forth in Schedule A or any amendment thereto, will be eligible for State reimbursement under this Agreement only after an amendment is made to the Agreement in writing and approved by the State Comptroller.

Article 8. Accounting Records.

- a. Establishment and Maintenance of Accounting Records. The Grantee shall establish and maintain for the Project, in accordance with requirements established by the Commissioner, and approved by the State Comptroller, separate accounts within its existing accounting system or set up independently, to be known as the project account. The Grantee shall segregate and group project costs so that it can furnish on due notice, cost information in the following cost classifications:
 - i. Purchase price or value of land
 - ii. Incidental costs of land acquisition
 - iii. Costs of contract construction
 - iv. Costs of force account construction
 - v. Engineering costs of plans and designs
 - vi. Engineering costs of supervision and inspection
 - vii. Other administrative costs
 - viii. Costs of equipment acquisition
 - ix. Miscellaneous costs not otherwise included
- b. Funds Received or Made Available for the Project. The Grantee shall record in the project account, as they are received, all grant payments received from the Federal Government on account of the Project. The Grantee shall also record in the project account such funds as it may allocate for payment of its share of the actual cost of the Project. The Grantee shall advise the Commissioner monthly in writing of the amounts recorded in the project account or at such times as the Commissioner may prescribe. The Commissioner or the State Comptroller may audit the project account at such times as the Commissioner or the State Comptroller may require.
- c. Costs Incurred for the Project. The Grantee shall charge to the project account all eligible costs of the Project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Commissioner shall not be considered eligible costs. In specific cases, where it is impractical to determine precise costs of certain indirect or service functions, eligible costs will include such allowances for these costs as may be approved by the Commissioner and the State Comptroller. Such approval will be based upon an audit determination that the amounts reimbursed will not exceed actual cost.
- d. Eligible Costs. Eligible Project costs consist of any costs involved in accomplishing a project including those of:
 - (1) Making field surveys;
 - (2) Preparing plans and specifications;
 - (3) Accomplishing or procuring the accomplishing of the work;

- (4) Supervising and inspecting construction work;
 - (5) Acquiring land or an interest therein, or any easement through or other interest in airspace; and
 - (6) Administrative and other incidental costs incurred specifically in connection with accomplishing project, and that would not have otherwise been incurred.
- e. The costs described in this section, including the value of land, labor, materials and equipment donated or loaned to the Grantee and appropriated to the Project by the Grantee, are eligible for consideration as to their allowability, except for:
- (1) That part of the cost of acquiring an existing private airport that represents the cost of acquiring passenger automobile parking facilities and buildings to be used as hangars;
 - (2) The cost of materials and supplies owned by the Grantee or furnished from a source of supply owned by the Grantee if:
 - (i) Those materials and supplies were used for airport development before the effective date of the grant; or
 - (ii) Those costs are not supported by proper evidence of quantity and value.
 - (3) The cost of nonexpendable machinery, tools, or equipment owned by the Grantee and used under a project by the Grantee's force account, except to the extent of the fair rental value of that machinery, tools, or equipment for the period it is used on the project;
 - (4) The value of any land, including improvements, donated to the sponsor by another public agency; and
 - (5) Any costs incurred in connection with raising funds by the Grantee, including interest and premium charges and administrative expenses involved in conducting bond elections and in the sale of bonds.
- f. To be an eligible project cost, for the purposes of computing the amount of a grant, an item that is paid or incurred must, in the opinion of the Commissioner:
- (1) Have been necessary to accomplish airport development in conformity with the approved plans and specifications for an approved project and with the terms of the grant agreement for the project;
 - (2) Be reasonable in amount;
 - (3) Have been incurred after the effective date of the Grant Agreement, except for those costs incurred to apply for Federal funds; prepare project engineering reports, plans and specifications; to identify, describe and determine value of land acquisition required for the project such as surveys, title searches and abstracts, appraisals and legal fees and to acquire real property; and

- (4) Be supported by satisfactory evidence.
- g. Documentation of Project Costs. All costs charged to the project account, including any approved services contributed by the Grantee or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges, in accordance with the rules and regulations of the Commissioner as approved by the State Comptroller.
- h. Checks, Orders, and Vouchers. Any check or order drawn by the Grantee with respect to any item which is or will be chargeable against the project account will be drawn only in accordance with a properly signed voucher then on file in the office of the Grantee stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other such documents.
- i. Reports. The Grantee shall prepare an interim report at the end of its fiscal year accounting for the expenditures of the funds of the State, the Grantee, any Federal agency, and any other source with respect to the Project.

Article 9. Payments.

- a. Payments shall be made to the Grantee upon request to the Commissioner under the following conditions:
- i. Such request for reimbursement of the State's share of authorized project expenditures shall be made on a regular periodic basis, as approved by the Commissioner. Cumulative payment requests shall in no event exceed the total cumulative amount of State funding approved by the Commissioner.
- ii. Such request shall be in a form established by the Commissioner, and shall include a certification that Federal reimbursement has been received therefor. The documents supporting such expenditures by the Grantee shall be maintained in a secure manner by the Grantee at its headquarters or at such other place as shall be readily accessible to the Commissioner and the State Comptroller for purposes of auditing project costs and expenditures. All such accounting records shall be retained by the Grantee until six (6) years after final payment is made hereunder.
- iii. Subject to the other provisions hereof, applications for payment will be honored by the Commissioner except that the State may elect by notice in writing to withhold any payment if:
- (1) Misrepresentation. The Grantee shall have made any misrepresentation of a material nature in its application for funds hereunder, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished to the Commissioner or other State official in connection with a Project under this Agreement;

- (2) Litigation. There is then pending litigation with respect to the performance by the Grantee of any of its duties or obligations which may jeopardize or adversely effect the Project, this Agreement, or payments to the Project;
- (3) Concurrence by State. The Grantee shall have taken any action pertaining to the Project which under the established procedures require the prior approval of the Commissioner or shall have made related expenditures or incurred related obligations without the approval of the Commissioner;
- (4) Conflict of Interest. There has been in connection with the Project any violation of the conflict of interest rule, regulation, ordinance or statute applicable to the Grantee, its officers, members, or employees; or
- (5) Default. The Grantee shall be in default under any of the provisions of this Agreement.

- b. In no event shall the making by the State of any payment pursuant to this Agreement constitute or be construed as a waiver by the State of any breach of covenant or any default which may then exist, on the part of the Grantee, and the making of any such payment by the State while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the State in respect of such breach or default.

Article 10. Termination of Suspension of State's Obligation.

- a. Termination or Suspension Generally. If the Grantee abandons or, before completion, finally discontinues the Project; or if, by reason of any of the events or conditions set forth in paragraphs (1) to (5), inclusive, of Article 9 a.iii. hereof, or for any other reason, the commencement, prosecution, or timely completion of the Project by the Grantee is rendered improbable, infeasible, impossible or illegal, the Commissioner may, by written notice to the Grantee, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Commissioner may terminate any or all of its obligations under this Agreement.
- b. Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination notice under this Section, the Grantee shall proceed promptly to carry out the actions required therein which may include any or all of the following:
 - i. Necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other actions as may be required or desirable to keep to a minimum State costs.
 - ii. Furnish a statement of the status of the Project activities and of the project account as well as a proposed schedule, plan and budget for terminating or suspending the closing out project activities and contracts, and other undertakings the cost of which are otherwise includable as project costs; and
 - iii. Provide to the Commissioner an estimate of the State's share of the costs arising from the termination,

suspension, or closing out of such activities, contracts, and other undertakings. The closing out shall be carried out in conformity with the latest schedule, and budget approved by the Commissioner upon the basis of terms and conditions imposed by the Commissioner upon the failure of the Grantee to furnish the schedule, plan and budget within a reasonable time. The acceptance of a remittance by the State of any or all Project Funds previously received by the Grantee or the closing out of State financial participation in the Project shall not constitute a waiver of any claim which the State may otherwise have arising out of this Agreement.

Article 11. Audit Disallowances.

Costs claimed or previously reimbursed that cannot be supported as outlined herein are subject to audit disallowance by the Commissioner, the State Comptroller, the FAA, and/or the Officer of the Inspector General of the U. S. Department of Transportation. Amounts paid to the Grantee that are subsequently disallowed are subject to recovery by the Commissioner, or at the option of the State, will be offset or reduced against current or future reimbursement claims on the same or other projects.

Article 12. Audit and Inspection.

The Grantee shall permit, and shall require its contractors to permit the Commissioner's and the State Comptroller's authorized representatives to inspect all work, materials, payrolls, records of personnel, invoices of materials and other relevant construction, equipment, data and records; and to audit the books, records and accounts of the Grantee pertaining to the Grant and the development of the Project.

Article 13. Manner of Performing Work.

The work constituting the Project may be performed by the employment of the forces and the use of the equipment of the Grantee as authorized by the Commissioner or by contract let pursuant to bidding procedures, more particularly referred to in Appendix B hereof.

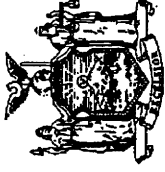
Article 14. Executory Clause.

The Grantee agrees that this Agreement shall be deemed executory only to the extent of the monies available, and no liability shall be incurred by the State beyond the monies available for the purpose.

Contract:

Grantee: County of Oneida w/offices at Rome, NY

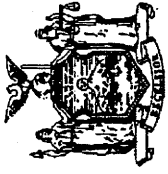
Facility: GRIFFISS INTERNATIONAL AIRPORT



SCHEDULE #: A-1

<u>PIN</u>	<u>Project Description</u>	<u>Estimated Total Cost</u>	<u>Federal Share</u>	<u>Local Share</u>	<u>State Share</u>
2905.18	Taxiway Edge Lighting, Marking and Signage (Construction)	\$2,980,000	\$2,831,000	\$74,500	\$74,500
Maximum State Share Payable*					\$85,675

The State share payable under this Agreement is 50% of the non-federal share of eligible costs. In accordance with the separate federal grant referenced herein, the federal share shown above may be increased administratively, upon request of the grantee based on increases in eligible costs, to a maximum of 15%. If and when the federal share increases, the State share shall be increased proportionately, without further amendment to this Agreement, up to the maximum amount shown above.

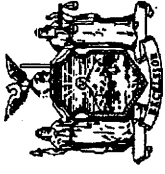


Contract: County of Oneida w/offices at Rome, NY
Grantee: GRIFFISS INTERNATIONAL AIRPORT
Facility:

SCHEDULE #: A-2

<u>PIN</u>	<u>Project Description</u>	<u>Estimated Total Cost</u>	<u>Federal Share</u>	<u>Local Share</u>	<u>State Share</u>
2905.19	Rehabilitate Storage Hangar Building 782 (Design only)	\$99,000	\$94,050	\$2,475	\$2,475
Maximum State Share Payable*					\$2,846

The State share payable under this Agreement is 50% of the non-federal share of eligible costs. In accordance with the separate federal grant referenced herein, the federal share shown above may be increased administratively, upon request of the grantee based on increases in eligible costs, to a maximum of 15%. If and when the federal share increases, the State share shall be increased proportionately, without further amendment to this Agreement, up to the maximum amount shown above.



Contract:

Grantee: County of Oneida w/offices at Rome, NY

Facility: GRIFFISS INTERNATIONAL AIRPORT

SCHEDULE #: A-3

<u>PIN</u>	<u>Project Description</u>	<u>Estimated Total Cost</u>	<u>Federal Share</u>	<u>Local Share</u>	<u>State Share</u>
2905.20	ILS/MALSR (Construction) Runway 33 & FAA Reimbursable Agreement - Phase II	\$4,763,548	\$4,525,371	\$119,088	\$119,089
					Maximum State Share Payable* \$136,952

The State share payable under this Agreement is 50% of the non-federal share of eligible costs. In accordance with the separate federal grant referenced herein, the federal share shown above may be increased administratively, upon request of the grantee based on increases in eligible costs, to a maximum of 15%. If and when the federal share increases, the State share shall be increased proportionately, without further amendment to this Agreement, up to the maximum amount shown above.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date hereinabove set forth.

Department of Transportation Certification

"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

THE PEOPLE OF THE STATE OF NEW YORK

GRANTEE

By: _____
Commissioner of Transportation

By: [Signature]

DATE: _____

DATE: 11/2/08

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

APPROVED AS TO FORM:

APPROVED:

By: _____
New York State Attorney General

By: _____
For the New York State
Comptroller pursuant to Section
112 of the State Finance Law

DATE: _____

DATE: _____

STATE OF NEW YORK)
COUNTY OF Oneida) s.:

On this 7th day of Nov, 2008, before me personally came

Anthony J. Picente Jr., to me know and known to me to be the
County Executive of the County of Oneida, the same person described

in and who executed the foregoing instrument; that she/he is authorized to execute the foregoing

instrument on behalf of the _____ pursuant to and as provided by statute.

[Signature]
Notary Public

JHRI A. SMITH
Notary Public
No. 4950669
County of Oneida, State of N.Y.
My Commission Expires May 8/11



ONEIDA COUNTY DEPARTMENT OF LAW

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

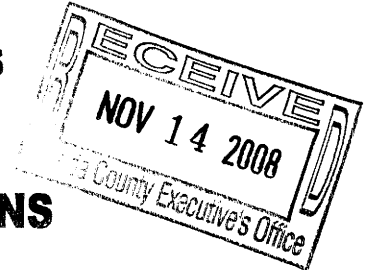
ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

LINDA M.H. DILLON
COUNTY ATTORNEY

7N2008-495

November 13, 2008

INTERNAL AFFAIRS



WAYS & MEANS

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

Dear Mr. Picente,

Oneida County currently owns real property located on Route 72 (Woodhull Street) in the Town of Forestport identified as Tax Map #67.001-3-52.30.

Timothy McGurk, an adjoining landowner, has expressed interest in acquiring 26,000+ square feet of land (0.6 acres more or less) on the north side of the subject property which has been determined to be of no use to the County.

With your approval, I am hereby requesting that the Oneida County Board of Legislators authorize the transfer of 26,000+ square feet of land (0.6 acres more or less) located on Route 72 (Woodhull Street) in the Town of Forestport, as more specifically shown in Tax Map #67.001-3-52.30, to Timothy McGurk for the sum of One (\$1.00) Dollar.

Thank you.

Respectfully submitted,

LAWRENCE A. SARDELLI
Assistant County Attorney

cc: Finance

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

Anthony J. Picente, Jr.
County Executive
Date 11/17/08

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 NOV 18 AM 10:49
33.

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO.

INTRODUCED BY: Messrs.

2ND BY:

RE: TRANSFER OF EXCESS ROADBED REAL ESTATE LOCATED IN THE TOWN OF FORESTPORT TO ADJACENT LANDOWNER

WHEREAS, The County of Oneida has constructed, improved and realigned a certain County roadway, Route 72, also known as Woodhull Street in the Town of Forestport, and

WHEREAS, Said improvement and realignment has resulted in the County being the owner and possessing real estate that constituted a portion of the prior right-of-way and roadway appropriation, and

WHEREAS, The Department of Engineering has determined that a portion of this former roadbed is excess property and of "no use" to the County of Oneida, and

WHEREAS, The Department of Engineering also believes that this piece of real estate situate north of the present roadway and comprising 0.6 acres more or less (as shown on the accompanying map) would be better cared for and more beneficial to the adjoining landowner, i.e., Timothy McGurk, who desires same, now, therefore, be it hereby

RESOLVED, That the Oneida County Board of Legislators hereby authorizes and approves the transfer of an area = 26,000± square feet or 0.6 acres more or less of land north of County Route 72 to one Timothy McGurk for the sum of One (\$1.00) Dollar, and it is further

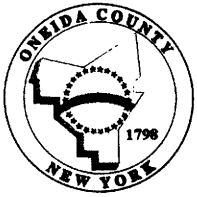
RESOLVED, That the Chairman of the Oneida County Board of Legislators is hereby authorized and directed to execute a quit claim deed, on behalf of the County of Oneida, to effect conveyance of such property to said Timothy McGurk.

APPROVED: Internal Affairs Committee ()
 Ways & Means Committee ()

DATED:

Adopted by the following roll call vote:

AYES _____ NAYS _____ ABSENT _____



COUNTY OF ONEIDA
OFFICE OF THE COUNTY EXECUTIVE

ANTHONY J. PICENTE JR.

County Executive
ce@ocgov.net

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

7N2008-496

November 17, 2008

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

**EDUCATION, YOUTH & AGRICULTURE
WAYS & MEANS**

Honorable Members:

Pursuant to Article XX, Section 2004 of the Oneida County Charter and Section 6306 of the New York State Education Law, I submit to the Board of Legislators for their approval the appointment of Anthony John Colon to serve on the Mohawk Valley Community College Board of Trustees. The term for this appointment is nine years and will expire on November 17, 2017.

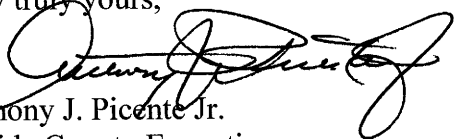
Mr. Colon has an extensive background in business and community based enterprises. He has experience in the management, marketing and communication areas of the private and public sectors and he comes to the appointment having provided Spanish/English bilingual services to, among others, Kids Oneida-Ican, Inc., the Central NY Psychiatric Center and the New York Courts.

It is my belief that Mr. Colon's appointment to the MVCC Board of Trustees will provide the Board with an enhanced and diverse point of view in its governance of the community college.

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

Thank you.

Very truly yours,


Anthony J. Picente Jr.
Oneida County Executive

Cc: Randall Van Wagoner

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 NOV 18 AM 10:50

35.

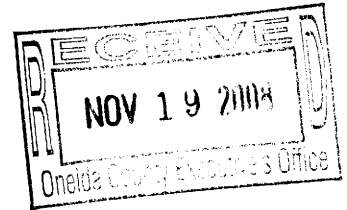


ONEIDA COUNTY DEPARTMENT OF PERSONNEL

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

November 19, 2008

7N2008-497



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

WAYS & MEANS

Dear County Executive Picente:

Attached please find correspondence from Oneida County Clerk, Sandra J. DePerno, requesting extended sick leave with pay for Jean Seifert, Assistant Motor Vehicle Supervisor.

Ms. Seifert began her employment with Oneida County on March 7, 1983 and has 25 years of service with Oneida County. According to Oneida County Personnel Rules, she may be granted up to sixty (60) working days of extended sick leave with pay with the understanding that she is obligated to pay back the sick days used upon her return to work. She has also applied for the Leave Donation Program as required by the Oneida County Personnel Rules.

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

Sincerely,

Handwritten signature of Paulette Z. Nickerson.
Paulette Z. Nickerson
Commissioner of Personnel

Attachment

Cc: Sandra J. DePerno
Jean Seifert

Reviewed and Approved for submittal to the
Oneida County board of Legislators by
Handwritten signature of Anthony J. Picente, Jr.
Anthony J. Picente, Jr.
County Executive
Date: 11/20/08

2008 NOV 20 AM 10:03
ONEIDA COUNTY LEGISLATURE
RECEIVED

Sandra J. DePerno
County Clerk

Diane B. Abraham
1st Deputy Clerk



Deputy County Clerks
Gary Artessa
Nancy Gelfuso
Brenda Breen
Patricia Ferrone
Lynarda J. Girmonde
Mary Bowee

CLERK OF ONEIDA COUNTY

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501

Phone: (315) 798-5790 ♦ Fax: (315) 798-6440

November 19, 2008

Ms. Paulette Z. Nickerson
Commissioner of Personnel
Oneida County Office Building
800 Park Avenue
Utica NY 13501

Dear Commissioner Nickerson:

I have received a request from Jean Seifert for extended sick leave with pay. Jean has been out of work due to an extended illness.

Jean Seifert has been employed with the Rome Department of Motor Vehicles since March 7, 1983 as a Assistant Motor Vehicle Supervisor. Jean Seifert has 25 years of service with Oneida County.

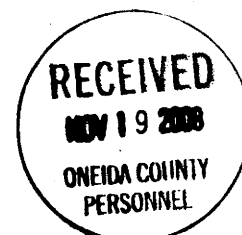
Jean has been an exemplary employee, but due to multiple illness this year has exhausted her time. Jean has been out of work since October 23, 2008, per her Doctor's order she may return to work on December 1, 2008. Jean exhausted her time as of November 5, 2008.

I feel that a certain amount of extended sick leave with pay would be justified for this employee. If you concur, kindly forward a request to the County Executive with presentation to the Board of Legislators to follow.

Please do not hesitate to contact me should you have any further questions.

Sincerely,

Sandra J. DePerno
Oneida County Clerk



37.

Oneida County Department of Public Works

ANTHONY J PICENTE JR
County Executive

JOHN J WILLIAMS
Commissioner

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

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

FN 2008-498

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 NOV 21 PM 2:25

November 21, 2008

PUBLIC WORKS WAYS & MEANS

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

Dear County Executive Picente,


Attached is a memorandum from Deputy Commissioner Dennis S. Davis requesting a transfer of funds in County snow removal accounts. Due to the fact that Kirkland has decided not to enter into an agreement for this upcoming snow season, we need to transfer the following:

FROM: AAD5142.495	County Snow, Other Expenses	\$32,000
TO: AAD5142.491	County Snow, Other Materials & Supplies	\$32,000

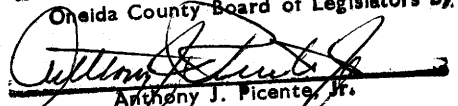
This department is preparing to provide the necessary service to the Town of Kirkland by utilizing the monies budgeted for the payment to Kirkland to purchase salt and sand. So the purchases can be made in 2008, it is necessary to request a board transfer to be acted on for their December 10th meeting.

I respectfully request that the Public Works and Ways and Means Committees consider this transfer with presentation to the Board of Legislators at their **December 10, 2008** regular scheduled meeting.

Sincerely,


John J. Williams
Commissioner

JJW/mk

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

Anthony J. Picente, Jr.
County Executive

Date 11/21/08

Oneida County Department of Public Works

ANTHONY J. PICENTE, JR.
County Executive

JOHN J. WILLIAMS
Commissioner

6000 Airport Road
Oriskany, New York 13424
Phone: (315) 793-6219 Fax: (315) 768-6299

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

MEMORANDUM

To: John J. Williams
Commissioner

From: Dennis S. Davis
Deputy Commissioner
Highways, Bridges & Structures

RE: Transfer of funds in County Snow Removal

Date: November 21, 2008

The town of Kirkland has decided not to enter into an agreement with Oneida County to provide snow removal on County Roads in that township for the upcoming snow season of 2008-2009. This department is preparing to provide that service by utilizing the monies budgeted for the payment to Kirkland to purchase salt and sand. It will be necessary to request a Board Transfer be acted on **December 10, 2008** so these purchases can be made in 2008.

The applied for transfer is in appropriation accounts as follows:

From:	AAD5142.495	County Snow, Other Expenses	\$32,000
To:	AAD5142.491	County Snow, Other Materials & Supplies	\$32,000

Anthony J. Picente Jr.
County Executive



Lucille A. Soldato
Commissioner

ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES
County Office Building, 800 Park Avenue, Utica, NY 13501
Phone (315) 798-5733 Fax (315) 798-5218

November 17, 2008

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

FN 2008-499

HUMAN RESOURCES

WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 NOV 21 PM 2:17

Dear Mr. Picente:

I am submitting the following Purchase of Services Agreement for review and approval by the Board of Legislators per Board Resolutions and Local Law #3 of 2001, amending Article VIII, Section 802 of the Administrative Code.

Personal Care Services are a vital deterrent to the placement of eligible Medicaid Clients in Nursing Home Care. These services enable people to remain at home, maintaining a lower cost of care.

This Purchase of Services Agreement for Personal Care Services to be provided by U.S. Care Systems, Inc. 401 Columbia Street, Utica, New York 13502. The Contract is established for the year January 1, 2009 through December 31, 2009. New York State Department of Health establishes the Personal Care Rates. The Department spent \$ 516,079 from July 1, 2007 through June 30, 2008 with a local share of 16 % or \$ 82,572.

I am respectfully requesting that this matter be forwarded to the Board of Legislators for action as soon as possible. Thank you for your consideration.

Sincerely,

Lucille A. Soldato
Commissioner

LAS/tms
attachment

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

Anthony J. Picente Jr.
County Executive

Date 11/24/08

11/17/08
17102

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: U.S. Care Systems, Inc.
2614 Genesee Street
Utica, New York 13502

Title of Activity or Services: Personal Care Services

Proposed Dates of Operations: January 1, 2009 through December 31, 2009

Client Population/Number to be Served: Physically or Mentally disabled individuals in receipt of Medicaid who are residing in their own home.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

Personal Care Services is defined as some or total assistance with personal hygiene, dressing and feeding, nutritional and environmental support functions and health-related tasks. Such services shall be essential to the maintenance of the patient's health and safety within his/her own home, ordered by the attending physician, based on an assessment of the patient's needs provided by a qualified person in accordance with a plan of care and supervised by a registered professional nurse.

2). Program/Service Objectives and Outcomes -

To enable disabled Medicaid recipients to remain in their own home and delay or divert entrance to a higher level of care.

3). Program Design and Staffing Level - N/A

Total Funding Requested: \$ 17.00 - \$ 24.00 \$ 19.00 per hour. Rates are determined by New York State - Rates quoted are the highest rates and vary by level of care needed.

Oneida County Dept. Funding Recommendation: NYSDOH determines rates.

Account # A6102.495

41

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

Federal	50 % -	\$ 258,040
State	34 % -	\$ 175,467
County	16 % -	\$ 82,572

Cost Per Client Served: \$ 17.00 - \$ 24.00 per hour however, rates vary as to the level of care required. Rates quoted are at the highest level of care.

Past performance Served: The Department paid this provider \$ 516,079 from July 1, 2007 through June 30, 2008. The Department has had a contract with U.S. Care Systems, Inc. since 1991.

O.C. Department Staff Comments: The Department contracts with a number of agencies to ensure availability of service.

Anthony J. Picente Jr.
County Executive



Lucille A. Soldato
Commissioner

ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES
County Office Building, 800 Park Avenue, Utica, NY 13501
Phone (315) 798-5733 Fax (315) 798-5218

November 17, 2008

7/12/08 500

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

**HUMAN RESOURCES
WAYS & MEANS**

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 NOV 21 PM 2:16

Dear Mr. Picente:

I am submitting the following Purchase of Services Agreement for review and approval by the Board of Legislators per Board Resolutions and Local Law #3 of 2001, amending Article VIII, Section 802 of the Administrative Code.

Personal Care Services are a vital deterrent to the placement of eligible Medicaid Clients in Nursing Home Care. These services enable people to remain at home, maintaining a lower cost of care.

This Purchase of Services Agreement for Personal Care Services to be provided by Homemakers of the Mohawk Valley, Inc., d/b/a Care Givers, 2465 Sheridan Drive, Buffalo New York 14240. The Contract is established for the year January 1, 2009 through December 31, 2009. New York State Department of Health establishes the Personal Care Rates. The Department spent \$ 300,625 from July 1, 2007 through June 30, 2008 with a local share of 16 % or \$ 48,100.

I am respectfully requesting that this matter be forwarded to the Board of Legislators for action as soon as possible. Thank you for your consideration.

Sincerely,

Lucille A. Soldato
Commissioner

LAS/tms
attachment

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

Anthony J. Picente, Jr.
County Executive

Date 11/24/08

11/17/08
12702

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization:

Homemakers of the Mohawk Valley Inc., d/b/a CareGivers
2465 Sheridan Drive
Tonawanda, New York 14150

Local Office: 1900 Genesee Street
Utica, New York, 13502

Title of Activity or Services: Personal Care Services

Proposed Dates of Operations: January 1, 2009 through December 31, 2009

Client Population/Number to be Served: Physically or Mentally disabled individuals in receipt of Medicaid who are residing in their own home.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

Personal Care Services is defined as some or total assistance with personal hygiene, dressing and feeding, nutritional and environmental support functions and health-related tasks. Such services shall be essential to the maintenance of the patient's health and safety within his/her own home, ordered by the attending physician, based on an assessment of the patient's needs provided by a qualified person in accordance with a plan of care and supervised by a registered professional nurse.

2). Program/Service Objectives and Outcomes -

To enable disabled Medicaid recipients to remain in their own home and delay or divert entrance to a higher level of care.

3). Program Design and Staffing Level - N/A

44.

Total Funding Requested: \$ 17.00 - \$ 24.00 per hour -Rates determined by New York State – Rates quoted are the highest rates and vary by level of care needed.

Oneida County Dept. Funding Recommendation: Account # A6102.495

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

Federal	50 % -	\$ 150,312.50
State	34 % -	\$ 102,212.50
County	16 % -	\$ 48,100.00

Cost Per Client Served: \$ 17.00 - \$ 24.00 per hour however, rates vary as to the level of care required.

Past performance Served: The Department paid this provider \$ 300,625 from July 1, 2007 through June 30, 2008. The Department has had a contract with Homemakers of the Mohawk Valley, Inc., (d/b/a Care Givers) since 1984.

O.C. Department Staff Comments: The Department contracts with a number of agencies to ensure availability of service.

45



ONEIDA COUNTY BOARD OF LEGISLATORS

Pamela N. Mandryck

9245 Sly Hill Road

Ava, New York 13303

FN2008-501

November 21, 2008

READ & FILED

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

Dear Mrs. Crabtree:

The Farmland Protection Board will be accepting open enrollment applications for inclusion into agricultural districts for a 30 day period beginning January 1, 2009 through January 31, 2009, pursuant to Resolution No. 365, passed by the Oneida County Board of Legislators on December 10, 2003.

I ask that you file this correspondence as official notice to the Board that the 30 day open enrollment period will begin January 1, 2009 and subsequent to review by the Farmland Protection Board, these applications will require legislative approval.

Respectfully submitted,

Pamela N. Mandryck, 17th District
Chair, Farmland Protection Board

PNM:pp

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 NOV 20 PM 3:44

46.

ONEIDA COUNTY



DEPARTMENT OF FINANCE

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

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

November 18, 2008

FN 2008-502

INTERNAL AFFAIRS

WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 NOV 21 AM 10:15

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

Dear Mr. Picente,

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

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

<u>NUMBER</u>		<u>AMOUNT</u>
2	REFUNDS	\$ 930.16
6	CORRECTIONS	\$ 5,235.21

Sincerely,

Anthony Carverli
Commissioner of Finance

AC:kp
Enclosure

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

Anthony J. Picente, Jr.
County Executive

Date 11/21/08

REAL PROPERTY TAX SERVICE		ERRONEOUS ASSESSMENTS				DATE		11/10/2008		AMOUNT	
TOWN	YEAR	NAME	TAX MAP NUMBERS	TAX UNPAID	TAX CANCEL	TAX PAID	REFUND	CORRECT	TO "0"	AMOUNT	AMOUNT
New Hartford	2008	Herlihy, James & Cynthia	328.012-3-5			\$ 1,070.42	\$ 652.32	\$ 418.10	\$ -		
Vienna	2008	Roat, John	198.000-2-23			\$ 1,144.50	\$ 277.84	\$ 866.66	\$ -		
Camden	2006 & 7	Ranch of Hope Ministries	108.000-1-4.9	\$2,359.50	\$2,359.50			\$ -	\$0.00		
Forestport	2008	Rieth, Robert	36.000-1-46.6	\$3,489.55	\$1,695.99			\$ 1,793.56	\$0.00		
Lee	2007	Boiko, Cecilia	151.000-1-12.10	\$850.01	\$850.01			\$ -	\$0.00		
Lee	2008	Iacovissi, Sara A. & Eric S.	170.001-2-71.1	\$75.13	\$75.13			\$ -	\$0.00		
Lee	2008	Maciag, Renee & Chester	171.000-2-28.4	\$1,126.70	\$225.39			\$ 901.31	\$0.00		
Paris	2008	Sauquoit Valley Water District	368.000-2-27.2	\$29.19	\$29.19			\$ -	\$0.00		
TOTAL				\$5,235.21	\$5,235.21		\$ 930.16				

48.

Anthony J. Picente Jr.
County Executive



Lucille A. Soldato
Commissioner

ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES
County Office Building, 800 Park Avenue, Utica, NY 13501
Phone (315) 798-5733 Fax (315) 798-5218

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 NOV 21 AM 10:19

November 17, 2008

7N2008-503

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

HUMAN RESOURCES

WAYS & MEANS

Dear Mr. Picente:

I am submitting the following Purchase of Services Agreement for review and approval by the Board of Legislators per Board Resolutions and Local Law #3 of 2001, amending Article VIII, Section 802 of the Administrative Code.

Enclosed is a Purchase of Services Agreement with Kids Oneida Inc. for operation of an Integrated Service delivery system based on wrap-around care principles.

The service will be provided as a care management system for clientele referred by the committee on appropriate placement (JD/PINS), DSS placement committee (Abuse/Neglect) and Committees on Special Education. The children placed in this program are assessed and begin to receive the appropriate level of community based services. The goals are to divert out-of-home placements, shorten the length of stay of placements, and significantly improved child and family functioning.

The services are paid on rate of \$ 2,550.00 per month per child. The term of this Agreement is January 1, 2009 through December 31, 2009. The Contractor was paid \$ 3,624,662 for the period of October 2007 through September 2008 with a local cost of 23.68 % or \$ 858,320.

I am respectfully requesting that this matter be forwarded to the Board of Legislators.

Thank you for your consideration.

Sincerely,

Lucille A. Soldato
Commissioner

LAS/tms
attachment

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

Anthony J. Picente, Jr.
County Executive

Date 11/21/08

11/17/08
23801

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Kids Oneida Inc.
1500 Genesee Street
Utica, New York 13502

Title of Activity or Services: Case Management System

Proposed Dates of Operations: January 1, 2009 – December 31, 2009

Client Population/Number to be Served: Youth placed by committees on appropriate placement (PINS/JD), DSS Placement Committee (Abuse/Neglect), and Committees on Special Education.

135 Children (Maximum at any given time)

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

The Contractor will provide an Integrated Service delivery system based upon wrap-around care principals. The system would operate as a capitated, care management system for clientele referred through the committee on appropriate placement and placement committee.

2). Program/Service Objectives and Outcomes -

Outcome # 1: Children and caretakers will demonstrate an increased knowledge and understanding of the mental illness that affects their family and develop the appropriate skills to successfully live with their illness and remain in the community.

Performance: Children and caretakers will jointly develop with Kids Oneida a "plan of care" that specifically addresses the needs of the family through linkages to an integrated system of community-based services as an alternative to institutionalization.

Measurement: 70% of the 135 children enrolled in the Kids Oneida Program will remain in their family/caretakers home.

Measurement: 70% of the 135 children enrolled in the Kids Oneida program will be successfully integrated in their school / community and partake in available resources that will reinforce effective family functioning and stabilization.

58 -

Outcome # 2: Children with mental illness enrolled in the Kids Oneida program will experience a decreased number of out of home placements and care days in mental health facilities or Department of Social Services child care agencies as compared to previous years.

Performance: Children and caretakers will jointly develop with Kids Oneida a "plan of care" that specifically addresses the needs of the child in temporary placement and supports for the family through linkages to an integrated system of community-based services as an alternative to institutionalization.

Measurement: For the families of children requiring out of home placement due to dangerous or self-injurious behaviors, 70% of those identified families will actively participate in both the service and discharge planning of that child in order for the child to be returned to the home as quickly and safely as possible.

3). Program Design and Staffing Level -

See number one (1)

Total Funding Requested: \$ 2,550 per month per child

Oneida County Dept. Funding Recommendation: Account # A6119.495

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

Federal	34.97 %	\$ 892
State	41.35 %	\$ 1,054
County	23.68 %	\$ 604

Cost Per Client Served: \$ 2,550 per child per month.

Past performance Served: The Department has contracted with this provider for this service since 1998. The Department has spent \$ 3,624,662 for the period October 2007 through September 2008 with a local share of 23.68 % or \$ 858,320. The average monthly cost was \$ 302,055 with a monthly average of 128 children, the average cost per child per month is \$ 2,360.

O.C. Department Staff Comments:

After the evaluation of the start-up phase of the contract, the contractor has begun to put additional resources into the children currently institutionalized. This will save Oneida County money because the length of stay in the Institution will decrease and the cost of the Institution will be paid by the Contractor while under the care of the Contractor. The reason the average cost per month is less than \$ 2,550 is we pay the Institution for the Child's stay then deduct the total cost of Institution's bill from the Kids Oneida Inc. Voucher.

51.

Anthony J. Picente Jr.
County Executive



Lucille A. Soldato
Commissioner

RECEIVED
ONEIDA COUNTY LEGISLATURE
NOV 21 AM 10:26

ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES

County Office Building, 800 Park Avenue, Utica, NY 13501
Phone (315) 798-5733 Fax (315) 798-5218

November 17, 2008

7N2008-504

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

**HUMAN RESOURCES
WAYS & MEANS**

Dear Mr. Picente:

I am submitting the following Purchase of Services Agreement for review and approval by the Board of Legislators per Board Resolutions and Local Law #3 of 2001, amending Article VIII, Section 802 of the Administrative Code.

Enclosed is a renewal Purchase of Services Agreement with Kids Oneida Inc. for operation of the Step Down Program.

The services will be a scaled back wrap around model with less intense service and lower cost than the Kids Oneida Program. The children entering the Step Down Program will be selected from the high cost residential care and Kids Oneida Program. This program will create a less intense, less costly option for the entire service system forcing residential care institutions and Kids Oneida to expedite cases through the system. The Step Down Program will continue to reduce the cost of out of home placements by appropriately placing the identified children in a lower level of care.

The services are paid on rate of \$ 1,500.00 per month per child. The term of this Agreement is January 1, 2009 through December 31, 2009. The Contractor was paid \$ 584,671 for the period of October 2007 through September 2008 with a local cost of 23.68 % or \$ 138,450.

I respectfully requesting that this matter be forwarded to the Board of Legislators.

Thank you for your consideration.

Sincerely,

Lucille A. Soldato
Commissioner

LAS/tms
attachment

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

Anthony J. Picente, Jr.
County Executive

Date 11/21/08

11/17/08
#23803

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Kids Oneida Inc.
1500 Genesee Street
Utica, New York 13502

Title of Activity or Services: Step Down Program

Proposed Dates of Operations: January 1, 2009 – December 31, 2009

Client Population/Number to be Served:

40 Children (Maximum at any given time)

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

The Contractor will provide children with a scaled back wrap-around model. Children will have a service coordinator and service providers on a less intensive basis and lower cost than Kids Oneida.

2). Program/Service Objectives and Outcomes -

Outcome/Measurements for Step Down Program:

- **Outcome #1:** Reduce the length of residential placement stays for children and reduce the number of children requiring replacement after discharge from a child care facility.
Performance: Identify children who are appropriate for early discharge and return them to their caretakers with linkages to an integrated system of community-based services as an alternative to institutionalization.
Measurement: 70% of the number of children identified for this program will be discharged from care earlier than the anticipated discharge date.
Measurement: 70% of the number of children identified for this program will not re-enter care within a 12 month period of their discharge.
Outcome #2: Children with mental health and significant behavioral difficulties will have access to specialized community services in order to lessen the likelihood of an out of home placement or to prevent a movement to a more restrictive level of care for children currently in placement.

Performance: Children remaining in the home or children residing in least restrictive levels of placement will be afforded specialized community-based services that will address the specific child need and prevent the need for an out of home placement or prevent a child from requiring a higher level of care.

Measurement: 70% of the children referred for prevention of placement will remain in the home of their caretaker for a period of 12 months from the time the service is implemented.

Measurement: 70% of the children referred to prevent movement to a more restrictive level of care will remain at that level of care until they are either returned home or another permanency option is achieved.

3). Program Design and Staffing Level -

See number one (1)

Total Funding Requested: \$ 1,500 per month per child

Oneida County Dept. Funding Recommendation: Account # A6119.495

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

Federal	34.97 %	\$ 525	per month per child
State	41.35 %	\$ 620	per month per child
County	23.68 %	\$ 355	per month per child

Cost Per Client Served: \$ 1,500 per child per month. The Program will serve a maximum of 40 children at any one time.

Past performance Served: This contract has been in place since 2005. It is an effective tool to lower the level of care of the child and ease the transition from institution to home. The Contractor was paid \$ 584,671 for the period October 2007 through September 2008 on average 37 children served per month.

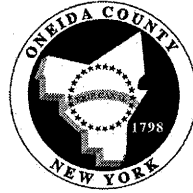
O.C. Department Staff Comments:

The Step Down Program will:

- Continue to reduce the cost of out of home placements in Oneida County.
- Trade a high cost placement for Kids Oneida Regular Step down program.
- Mechanism-Kids Oneida will identify children who can move directly from High Cost Residential Care to the Step-Down option of Services.

Anthony J. Picente Jr.
County Executive

Lucille A. Soldato
Commissioner



ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES
County Office Building 800 Park Avenue Utica, NY 13501
Phone (315) 798-5733 Fax (315) 798-5218

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 NOV 21 AM 10:27

November 17, 2008

7N2008-505

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

**HUMAN RESOURCES
WAYS & MEANS**

Dear Mr. Picente:

I am submitting the following Purchase of Services Agreement for review and approval by the Board of Legislators per Board Resolutions and Local Law #3 of 2001, amending Article VIII, Section 802 of the Administrative Code.

Enclosed are copies of Purchase of Services Agreement for Children's Corner at Rome, 730 North Jay Street, Rome, NY 13440. This Center provides safe Day Care Services for children. The Department pays them for care of children from eligible families. This resource helps to ensure safe care of children while their families participate in training and/or employment.

The term of this Agreement is January 1, 2009 through December 31, 2009 paid at Day Care "Market Rates" as determined by New York State Office of Children and Family Services.

The total paid to Children's Corner at Rome for services between November 1, 2007 and October 31, 2008 was \$ 123,510.00 with a local cost of 3.2% or \$ 3,952.00.

I am respectfully requesting that this matter be forwarded to the Board of Legislators for action as soon as possible. Thank you for your consideration.

Sincerely,

Lucille A. Soldato
Commissioner

LAS/tms
attachment

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

Anthony J. Picente, Jr.
County Executive

Date 11/21/08

55.

11/17/08
10501

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Children's Corner at Rome
730 North Jay Street
Rome, New York 13440

Title of Activity or Services: Day Care Services

Proposed Dates of Operations: January 1, 2009 through December 31, 2009

Client Population/Number to be Served: Licensed for a total of 50 children 6 weeks - 5 years old.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

Day Care Services located at Children's Corner at Rome
730 North Jay Street, Rome, New York 13440

2). Program/Service Objectives and Outcomes -

To provide safe quality day care services to eligible low income employed families or public assistance recipients involved in approved educational, vocational job search or work experience activities.

3). Program Design and Staffing Level -

Total Funding Requested: New York State Market Rates

Oneida County Dept. Funding Recommendation: Account # A6055.495

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

Federal	75.0%	\$ 92,633
State	21.8%	\$ 26,925
County	3.2%	\$ 3,952

Cost Per Client Served:

56.

Past performance Served: The Department has contracted with this provider since 1989. The Department paid a total of \$ 123,510 for the time period of November 1, 2007 through October 31, 2008. The provider served an average of (24) children per month.

O.C. Department Staff Comments: The Department contracts with a number of providers to insure the availability of services.

Oneida County Department of Public Works

ANTHONY J. PICENTE JR.
County Executive

JOHN J. WILLIAMS
Commissioner

6000 Airport Road
Oriskany, New York 13424
Phone: (315) 793-6200
Fax: (315) 768-6299

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

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 NOV 24 PM 3:38

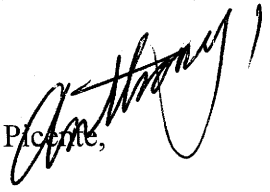
November 18, 2008

7N2008-506

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

PUBLIC WORKS
WAYS & MEANS

Dear County Executive Picente,



Oneida County is required by law to furnish and maintain adequate court facilities for use by trial courts of the State of New York. Chapter 686 of the Laws of 1996 was enacted to give the State of New York the fiscal responsibility of cleaning court facilities and the performance of minor repairs therein, and the ability to cover the costs thereof.

Chapter 686 of the Laws of 1996 requires the State of New York to contract with Oneida County for the cleaning of court facilities and the performance of minor repairs therein, and to guarantee reimbursement of the costs thereof. The enclosed contract between the Unified Court System and Oneida County would be effective beginning April 1, 2008 for a maximum of five (5) years through March 31, 2013. The initial period would commence on April 1, 2008 and terminate on March 31, 2009. Subsequent periods would require a written agreement of the parties to establish any revised scope of services and maximum compensation for that period.

Please note that the Department of Public Works received the enclosed contract documents on October 1, 2008 and a subsequent notice from New York State on November 13, 2008 that a resolution from the Oneida County Board of Legislators is required.

Please consider the enclosed agreement and if acceptable forward to the Oneida County Board of Legislators for approval. If approved, please return three (3) contracts with original signatures and three (3) certified Board Resolutions for further processing.

Thank you for your support.

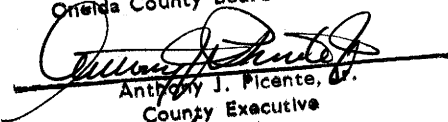
Sincerely,



John J. Williams
Commissioner of Public Works

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

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



Anthony J. Picente, Jr.
County Executive

Date: 11/24/08

58.

**AGREEMENT BETWEEN THE
NEW YORK STATE UNIFIED COURT SYSTEM
AND
County of Oneida**

This Agreement, between the New York State Unified Court System, 25 Beaver Street, New York, New York 10004 ("UCS") and the:

County of Oneida
6000 Airport Road
Oriskany, NY 13424

("Municipality"), is for the purpose of obtaining cleaning services for the interior of the:
Oneida County Court Buildings (5)
("Court Facilities") as well as minor and emergency repairs to that facility.

WHEREAS, counties and cities are required by law to furnish and maintain adequate court facilities for use by trial courts of the State of New York; and

WHEREAS, Chapter 686 of the Laws of 1996 was enacted to invest the State of New York with the fiscal responsibility of managing the interior cleaning of COURT FACILITIES and the performance of minor repairs therein, and with the ability to cover the costs thereof; and

WHEREAS, Chapter 686 of the Laws of 1996 requires the State of New York to contract with political subdivisions of the State for the cleaning of court facilities, as well as minor and emergency repairs thereof, and

WHEREAS, MUNICIPALITY is responsible for furnishing and maintaining COURT FACILITIES;

NOW, THEREFORE, in consideration of the promises ~herein contained, the parties agree as follows:

1. **TERM**

A. When signed by the parties and approved by all necessary government agencies, the Agreement shall be effective beginning **April 1, 2008** for a maximum of five (5) years through **March 31, 2013**, unless terminated earlier or extended pursuant to its terms. This term shall consist of parts or Periods (hereinafter "Period"), each of which shall have its own maximum amount of monetary reimbursement by UCS to MUNICIPALITY for that Period, as provided in Section VI and Appendix B of this Agreement.

B. The initial Period of this maximum five-year term shall commence on **April 1, 2008** and terminate on **March 31, 2009**.

C. The parties agree that a change in the dates of each subsequent Period, as well as the maximum compensation and budget for that Period and any revised scope of services for that Period, shall be established by the mutual written agreement of the parties, and shall be subject to approval by the Comptroller of the State of New York in cases where the annual budget increase over the prior Period exceeds four (4) percent.

D. Upon completion of the five-year contract, UCS will submit to the Office of the State Comptroller (OSC) a cumulative reconciliation identifying approved contract amounts and actual expenditures for each budget category listed in Appendix B. Upon OSC review and approval of the reconciliation, OSC will eliminate any remaining contract authority.

11. **EXTENSION AND TERMINATION**

A. This Agreement may be extended only by written agreement of the parties and approval by all necessary government agencies.

B. If at any time the Chief Administrator or her/his designee determines that MUNICIPALITY is not adequately providing services pursuant to this Agreement or that MUNICIPALITY is otherwise violating any material provision(s) of this Agreement, UCS may, upon approval by the Court Facilities Review Board pursuant to section 39-b of the New York State Judiciary Law, implement an alternative plan for the cleaning of the interior of the COURT FACILITIES, including but not limited to, a plan pursuant to which

MUNICIPALITY continues to perform some of the services described in Section III below, and UCS may contract with a third party to perform the remaining services described in Section III below.

III. **SCOPE OF SERVICES**

A. MUNICIPALITY shall, in accordance with the provisions of 22 NYCRR Parts 34.1 and 34.2 provide for the cleaning of the interior of COURT FACILITIES including all facilities used for the transaction of business by state-paid courts and court-related agencies of UCS and by judicial and nonjudicial personnel thereof, including rooms and accommodations the courts and court-related agencies of UCS, the judges, justices and the clerical, administrative and other personnel thereof. Specific tasks to be performed and the cost associated with those tasks shall be delineated in Appendix B.

B. MUNICIPALITY shall be responsible for the performance of all minor repairs to the interior of COURT FACILITIES as are required to replace a part, to put together what is torn or broken, or to restore a surface or finish, where such repairs are needed to preserve and/or to restore the COURT FACILITIES to full functionality.

C. MUNICIPALITY shall be responsible for the performance of emergency repairs to the interior of the COURT FACILITIES necessitated by a sudden and unexpected failure or by some accident or external force, resulting in a situation that

adversely affects the suitability and sufficiency of the COURT FACILITIES for the dignified transaction of the business of the courts.

D. MUNICIPALITY shall maintain and operate the COURT FACILITIES in accordance with 22 NYCRR Parts 34.1 and 34.2.

IV. INSPECTION OF COURT FACILITIES

UCS shall cause an inspection of the COURT FACILITIES to ensure that MUNICIPALITY is complying with 22 NYCRR Parts 34.1 and 34.2, at least quarterly during the initial Period of this Agreement and any subsequent Period thereof and at any such other times as UCS shall deem necessary. At the conclusion of each such inspection, UCS shall notify MUNICIPALITY in writing that the inspection was completed. If UCS finds that MUNICIPALITY is not in compliance with 22 NYCRR Parts 34.1 and 34.2, or has not performed specific tasks as set forth in Appendix B, such written notice shall specify the specific provisions of 22 NYCRR Parts 34.1, 34.2 and/or Appendix B with which MUNICIPALITY is not in compliance. MUNICIPALITY shall correct the deficiency within twenty-four (24) hours after receiving such written notice or within such other Period of time as is mutually agreed upon, in writing, by the parties. MUNICIPALITY shall notify UCS, in writing, when such deficiency is corrected.

V. MAINTENANCE OF EFFORT

A. Nothing in this Agreement alters or affects the obligations of MUNICIPALITY to provide goods and services to the COURT FACILITIES pursuant to section 39 of the New York State Judiciary Law.

B. MUNICIPALITY shall certify in each voucher submitted to UCS pursuant to Section VII below that it has complied with section 39 of the New York State Judiciary Law during the Period covered by the voucher.

VI. MAXIMUM COMPENSATION

Except as provided in section VII (F) below, the maximum total compensation to MUNICIPALITY from UCS for the services provided pursuant to this Agreement for any Period shall not exceed the amount approved for reimbursement as set forth in Appendix B of this Agreement.

VII. REIMBURSEMENT AND PAYMENT

A. On or before May 1 of the initial Period of this Agreement, MUNICIPALITY shall submit to UCS, on a form prescribed by UCS, a proposed itemized interim budget detailing the services to be provided pursuant to this Agreement and the projected costs MUNICIPALITY expects to incur in providing those services during the initial Period of this Agreement. UCS shall notify MUNICIPALITY, in writing, of the extent to which the proposed scope of services and projected costs detailed in such proposed itemized interim budget have been approved for reimbursement in accordance with Chapter 686

of the Laws of 1996 and Chapter 213 of the Laws of 1998 as soon thereafter as is practicable. Pursuant to Section I above, the proposed scope of services and amounts approved for reimbursement shall be appended to this Agreement as Appendix B.

B. On or before August 1 of the Initial Period of this Agreement or any subsequent Period thereof, MUNICIPALITY shall submit to UCS, on a form prescribed by UCS, a proposed itemized budget detailing the services to be provided pursuant to this Agreement and the projected costs MUNICIPALITY expects to incur in providing those services during New York State fiscal year commencing April 1 next thereafter. MUNICIPALITY may include in such proposed itemized budget any unreimbursed balance remaining for services performed pursuant to Section III (C) above during the immediately preceding Period of this Agreement. UCS shall notify MUNICIPALITY, in writing, of the extent to which the projected costs detailed in such proposed itemized budget have been approved for reimbursement in accordance with Chapter 686 of the Laws of 1996 and Chapter 213 of the Laws of 1998 for such next commencing fiscal year no later than the first day of March after the proposed itemized budget has been submitted, or as soon thereafter as is practicable. Pursuant to Section I above, the amounts approved for reimbursement shall be appended to this Agreement as Appendix B.

C. During the term of this Agreement, MUNICIPALITY shall be reimbursed for the costs actually expended in the provision of services pursuant to this Agreement in accordance with and not exceeding the amounts set forth in Appendix B, which is

attached hereto and made a part hereof. Subject to subdivisions E and F below, reimbursement shall be made upon approval by UCS of a voucher submitted to UCS by MUNICIPALITY as described in subdivision D below, in a format approved by UCS and the Office of the State Comptroller.

D. No later than fifteen (15) days after the end of every three (3)-month period during which this Agreement is in effect, MUNICIPALITY shall submit a voucher to UCS in a form approved by UCS, showing the actual expenses incurred by MUNICIPALITY during the immediately preceding three (3)-month period and the amount of reimbursement claimed. Such voucher shall include the certification referred to in Section V above and a certification that MUNICIPALITY is in compliance with the Maintenance and Operations standards set forth in 22 NYCRR Parts 34.1 and 34.2. Upon receipt and approval of the voucher, UCS shall certify said voucher to the State Comptroller for payment of the amount of reimbursement claimed to MUNICIPALITY. Nothing contained herein shall increase the maximum amount payable to MUNICIPALITY as set forth in Appendix B and in Section VI above.

E. Notwithstanding any other provision of this Agreement, MUNICIPALITY shall not be reimbursed for the costs of any services performed pursuant to this Agreement under the following circumstances:

(1) UCS has performed an inspection of the COURT FACILITIES pursuant to Section IV above, and MUNICIPALITY has failed to correct a violation within

twenty-four (24) hours after receiving written notice thereof or within such other period of time as was mutually agreed upon, in writing, by the parties; or,

(2) The need for the services performed pursuant to this Agreement is due to MUNICIPALITY's failure to follow the Maintenance and Operation Standards for Court Facilities set forth in 22 NYCRR Parts 34.1 and 34.2, as determined by UCS; or,

(3) The services performed pursuant to this Agreement will be undertaken in lieu of replacement of a building system that, in accordance with MUNICIPALITY's normal and usual policies, procedures and practice, should be replaced; or

(4) Except as provided in subdivision F of this section, the services performed were not approved for reimbursement pursuant to subdivision A or B of this Section during the New York State fiscal year when the voucher is submitted; or

(5) Pursuant to the New York State laws, rules and regulations to which MUNICIPALITY is subject, and to MUNICIPALITY's own normal and usual policies, procedures and practices, the services to be performed pursuant to this Agreement are being or could be bonded;

F. Notwithstanding that such cost was not approved in advance by UCS pursuant to subdivision A or B of this section, MUNICIPALITY may be reimbursed for

the cost of services performed pursuant to Section III (C) of this Agreement up to the amount of \$15,000 during each Period of this Agreement.

MUNICIPALITY shall submit a request for reimbursement of the cost of such services on a standard voucher to UCS showing an itemized account of the services performed and the costs thereof. Upon receipt and approval of the voucher, UCS shall certify said voucher to the State Comptroller for payment thereof to MUNICIPALITY.

VIII. **AUDITING OF BOOKS**

The Comptroller of the State of New York and UCS shall have the right to perform both pre and post-audits of the books of account of MUNICIPALITY with respect to the expenditures made or expenses incurred pursuant to this Agreement. Such books of account shall be open to inspection by the Comptroller of the State of New York and UCS at any mutually convenient time or times. Financial records of MUNICIPALITY pertaining to this Agreement shall be retained by MUNICIPALITY for a minimum of six (6) years after the expiration of this Agreement.

IX. **NOTICES**

All notices to be given under this Agreement shall be made in writing and delivered either personally or by regular mail to MUNICIPALITY at its address as set forth herein and to UCS, attention:

Michael A. Klein, District Executive
Unified Court System
Fifth District Administrative Office
600 S. State St., Room 300
Syracuse, NY 13202

or to such person or such address as each party may provide in writing from time to time. Any such notice shall be deemed to have been given when delivered, if by personal delivery, or when deposited with the US Postal Service, three (3) days after mailing.

X. MISCELLANEOUS PROVISIONS

A. Appendix A, containing standard terms for New York State contracts, and Appendix B, containing the scope of services to be provided and the budget, are attached hereto and made parts hereof.

B. The terms and conditions of this Agreement, together with its appendices and any documents incorporated herein by reference, represent the full understanding of the parties and no part hereof shall be deleted or changed without the express written consent of the parties.

C. The headings used in this Agreement are for reference purposes only and are not controlling.

D. If any term or provision of this Agreement shall be found to be illegal or unenforceable, then that term or provision shall be deemed stricken and the remaining provisions of this Agreement shall remain in full force and effect.

E. This Agreement and the performance of the obligations of each party hereunder shall be governed by and construed in accordance with the laws rules and regulations of the State of New York.

NYS Contract Number C300194

UCS Certification

UCS certifies that an original or photocopy of this signature page will be attached to every exact copy of this Agreement

For: Municipality
Oneida County

For: New York State
UNIFIED COURT SYSTEM

Name

Title: _____

Dated: _____

Charles J. Hughes, Director
Division of Financial Management

Dated: _____

Oneida County Department of Public Works

ANTHONY J PICENTE JR
County Executive

JOHN J WILLIAMS
Commissioner

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

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

November 17, 2008

7N2008-507

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 NOV 24 PM 3:43

PUBLIC WORKS

WAYS & MEANS

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

RE: P.I.N. 2804.82 – Culvert Project 8
Site #3: Route 274 over unnamed Creek (CIN 270063)
Town of Steuben, Oneida County


Dear County Executive Picente,

The New York State Department of Transportation is currently in the final design stage of a culvert replacement project. During construction, N.Y.S.D.O.T. proposes to close State Route 274 to through traffic and utilize an off-site detour. Under Section 42 of the New York State Highway Law, N.Y.S.D.O.T. is requesting to utilize Oneida County 47 (East Floyd Road) and Oneida County Route 74 (Soule Road) to detour traffic during construction. It is anticipated that construction will occur between July 2009 and October 2009.

Attached is a Detour Resolution, a Location Map, Plan View of the proposed detour route traffic control plan and a Special Note that will be placed in the contract documents. The Special Note will restrict the contractor to five (5) days of road closure at State Route 274 with liquidated damages assessed for exceeding that duration.

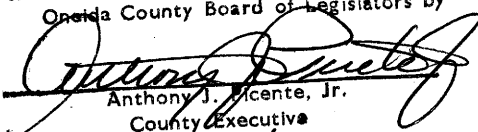
If you concur with this request, please forward to the Public Works Committee for approval with subsequent review by the Ways and Means Committee and presentation to the Board of Legislators at their **December 24, 2008** scheduled meeting.

Sincerely,


John J. Williams
Commissioner

JJW/mk

cc: Dennis S. Davis
Mark E. Laramie, P.E.

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

Anthony J. Picente, Jr.
County Executive

Date 11/24/08

73.

Oneida County Board of Legislators Contract Summary

Name of Proposing Organization: NYSDOT
Title of Activity or Service: Off-site detour during construction for a culvert project by the State
Client Population/Number to be Served: N/A

Summary Statements:
1) Narrative Description of Proposed Services: Culvert Project in the Town of Steuben by NYSDOT with County Rte 47 (East Floyd Road) and 74 (Soule Road) being used as a through traffic to utilize an off-site detour.

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

3) Program Design and Staffing Level: N/A

Total Funding Requested: 0

Oneida County Department Funding Recommendation: Account #

Proposed Funding Source: Federal _____ State X County _____

Cost Per Client Served: N/A

Past Performance Data: N/A

Oneida County Department Staff Comments



Anthony J. Picente, Jr.
County Executive

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



Michael J. Romano
Director

235 Elizabeth Street, Utica, NY 13501

Phone 315-798-5456

Fax 315-798-6444

E-mail. ofa@ocgov.net

7/12008-508

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ONIDA COUNTY LEGISLATURE
2008 NOV 24 PM 3:42

October 31, 2008

PUBLIC HEALTH

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

WAYS & MEANS

Dear Mr. Picente:

I am submitting the following Letter of Agreement between the Office for the Aging and the Senior Citizens Council of Rome, New York, Inc. located at Ava Dorfman Senior Center, for your review and approval.

This Agreement is for the provision of Adult Day Services. This agreement will continue to provide community based long term care services to the frail and elderly and save taxpayer dollars by preventing premature nursing home placement. This program is supported by State and County dollars up to \$55,000.00. The County share is (25%) \$13,750.00 with no new county dollars involved.

This contract commences January 1, 2009 and terminates December 31, 2009

I am available at your convenience to answer any questions you may have regarding this agreement.

Sincerely,

Michael J. Romano
Director

MJR/grb

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

Anthony J. Picente, Jr.
County Executive

Date 11/24/08

75.

**Oneida County Board of Legislators
Contract Summary**

Name of Proposing Organization: **Senior Citizens Council of Rome, NY, Inc.
Ava Dorfman Senior Center**

Title of Activity or Service: Social Adult Day Care

Proposed Dates of Operation: January 1, 2009 through December 31, 2009

Client Population/Number to be Served: Frail elderly age 60+ with functional impairment;

Summary Statements:

1) Narrative Description of Proposed Services.

Social Model Adult Day Services is a structured five hour, five day a week adult day care that serves frail elderly individuals in a supervised group setting. The program is in compliance with the New York State Regulations for Social Adult Day Care. Eligible participants must be age 60 or older and functionally impaired, meaning needing assistance of another person in at least one of the following activities of daily living: toileting, mobility, transferring, and eating; or needing supervision due to cognitive and /or psycho-social impairment. Services include a noon meal and transportation to and from the program.

2) Program/Service Objectives and Outcomes.

- To provide 5-hour per weekday adult day care programming
- To provide noon meal and transportation
- To provide services that include socialization, supervision and monitoring, personal care, nutrition, appropriate activities- maintenance and enhancement of daily living skills, caregiver assistance and transportation.
- To provide intergenerational programming to ensure a mutually beneficial social opportunity for program participants and area youth

3) Program Design and Staffing Level

Each adult day service provider will serve OFA authorized participants with a structured 5-hour program that meets the NY State regulations. Each site will have a coordinator and sufficient staff, both paid and volunteer, to supervise participants in a safe environment, and the staff will provide appropriate activities and therapies that will enhance the participants general wellbeing.

Oneida County Department Funding Recommendation: \$ 55.00 /day total

Proposed Funding Source (Federal/State/County): \$55,000.00 ACCT A6772.495.116
Federal: \$0 State: \$ 41,250.00 (75%) County: \$ 13,750.00 (25%)

Cost per Client Served: varies depending on attendance

Past Performance Data: The Ava Dorfman Senior Citizens Civic Center has provided social adult day care since 1992.

Oneida County Department Staff Comments:

76.



Anthony J. Picente, Jr.
County Executive

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



Michael J. Romano
Director

235 Elizabeth Street, Utica, NY 13501

Phone 315-798-5456

Fax 315-798-6444

E-mail: ofa@ocgov.net

7N2008-509

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ONIEDA COUNTY LEGISLATURE
2008 NOV 24 PM 3:41

October 31, 2008

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

PUBLIC HEALTH

WAYS & MEANS

Dear Mr. Picente:

I am submitting the following Letter of Agreement between the Office for Aging /Office of Continuing Care and the Senior Citizens Council of Rome, New York, Inc.

This Agreement is for the provision of the following positions and services: Case Management Services and full and part time case assistance. This program is supported by Federal, State and County dollars up to \$ 127,391.04 with the County share is \$19,108.66.

This contract commences January 1, 2009 and terminates December 31, 2009.

I am available at your convenience to answer any questions you may have regarding this agreement.

Sincerely,

Michael J. Romano
Director

MJR/grb
Enc.

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

Anthony J. Picente, Jr.
County Executive

Date 11/24/08

77.

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Senior Citizens Council of Rome, NY, Inc.
Ava Dorfman Senior Center

Title of Activity or Service : Case Management
Case Aid

Proposed Dates of Operation: January 1, 2009 - December 31, 2009

Client Population/Number to be Served:

1. Narrative Description of Proposed Services

- Case Management - An important component of the aging network for they identify frail, elderly and homebound people who are in need of supportive services. Once identified and assessed, the elders are linked to appropriate services that allow them to remain independent.
- Case Aid – Brokering of care with Home Care Agencies

2. Program/Service Objectives and Outcomes

- Case Management - Seniors will be assisted in securing supportive services by providing : information and referral, case assistance, benefit counseling, health insurance counseling, public presentations, housing assistance, home energy assistance, screenings for Weatherization, Referral and Packaging (WRAP) services, and assessments for home delivered meals and nutrition services.
- Case Aid – In addition to brokering will perform clerical and support services for case managers.

3. Program Design and Staffing Level

Case Management - 1 Case Managers to target services to individuals who are most economically and socially in need of supportive services. The Executive Director will provide direct on-site supervision of the Outreach Worker, while the OFA staff will provide aging specific supervision as well as back-up and technical assistance when necessary. The on-going training needs of the staff will be met through attendance at OFA Aging staff meetings and pertinent local training as recommended by OFA. The aging specialist will serve residents of the City of Rome through referrals from OFA. Aging services will be promoted through

public presentations by the specialists and by a distribution of the Center's brochure and monthly newsletter.

Case Aids – 3 full time, 2 Part time Case Aides

Total Funding Requested: \$127,931.04

- 9,416 Units/ hrs of Service
- \$127,391.04 Total dollars/cost
- \$13.56 cost per unit/hr of case management/case aide

Oneida County Department Funding Recommendation: \$127,931.04

Proposed Funding Source: Account A6772.495117
A6774.49599

Federal 50% (\$63,965.52); State 35% (\$ 44,775.86); County 15% ; (\$19,189.66)

Past performance Data:

Case Management -The Center has provided Case Management Services through a Contract with OFA since 1980

Case Aid – Fifth year of position

Oneida County Department Staff Comments:

Case Management Services - This is one of two Case Management Services contracts that assist the county to provide countywide coverage. The other contract covers the City of Utica.



Anthony J. Picente, Jr.
County Executive

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



Michael J. Romano
Director

235 Elizabeth Street, Utica, NY 13501

Phone 315-798-5456

Fax 315-798-6444

E-mail: ofa@ocgov.net

October 31, 2008

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

7N2008-510

PUBLIC HEALTH

WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 NOV 24 PM 3:41

Dear Mr. Picente:

I am submitting the following Letter of Agreement between the Oneida County Office for the Aging/ Office of Continuing Care and the Lutheran Home of Central New York, for your review and approval.

This Agreement is for the provision of Adult Day Services. This agreement will continue to provide community based long term care services to the frail and elderly and save taxpayer dollars by preventing premature nursing home placement. State and County dollars up to \$80,000.00 support this program. The County share is 25% (\$ 20,000.00) with no new county dollars involved.

This contract commences January 1, 2009 and terminates December 31, 2009.

I am available at your convenience to answer any questions you may have regarding this agreement.

Sincerely,

Michael J. Romano
Director

MJR/grb
Enc.

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

Anthony J. Picente, Jr.
County Executive

Date 11/21/08

80.

**Oneida County Board of Legislators
Contract Summary**

Name of Proposing Organization: **The Lutheran Homes of CNY, Inc. /DIAL**

Title of Activity or Service: Social Adult Day Care

Proposed Dates of Operation: January 1, 2009 through December 31, 2009

Client Population/Number to be Served: Frail elderly age 60+ with functional impairment.

Summary Statements:

1) Narrative Description of Proposed Services.

Social Model Adult Day Services is a structured five hour, five day a week adult day care that serves frail elderly individuals in a supervised group setting. The program is in compliance with the New York State Regulations for Social Adult Day Care. Eligible participants must be age 60 or older and functionally impaired, meaning needing assistance of another person in at least one of the following activities of daily living: toileting, mobility, transferring and eating; or needing supervision due to cognitive and /or psycho-social impairment. Services include a noon meal and transportation to and from the program

2) Program/Service Objectives and Outcomes.

- To provide 5-hour per weekday adult day care programming
- To provide noon meal and transportation
- To provide services that include socialization, supervision and monitoring, personal care, nutrition, appropriate activities- maintenance and enhancement of daily living skills, caregiver assistance and transportation.
- To provide intergenerational programming to ensure a mutually beneficial social opportunity for program participants and area youth

3) Program Design and Staffing Level

Each adult day service provider will serve OFA authorized participants with a structured 5-hour program that meets the NY State regulations. Each site will have a coordinator and sufficient staff, both paid and volunteer, to supervise participants in a safe environment, and the staff will provide appropriate activities and therapies that will enhance the participant's general wellbeing.

Oneida County Department Funding Recommendation: \$ 55.00 /day

Proposed Funding Source (Federal/State/County): \$80,000.00 ACCT#: A6772.495.116
Federal: \$0 State: 75% (\$ 60,000.00) County: 25% (\$ 20,000.00)

Cost per Client Served: varies depending on attendance

Past Performance Data: The DIAL program has provided social adult day care since 1984

Oneida County Department Staff Comments:

Anthony J. Picente Jr.
County Executive



Lucille A. Soldato
Commissioner

ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES
County Office Building, 800 Park Avenue, Utica, NY 13501
Phone (315) 798-5733 Fax (315) 798-5218

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 NOV 24 PM 3:38

November 20, 2008

7N 2008-511

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

**HUMAN RESOURCES
WAYS & MEANS**

Dear Mr. Picente:

Oneida County is in receipt of a grant from Office of Children and Family Services in the amount of \$ 192,700.00. These funds will be used by the Oneida County Child Advocacy Center. This Grant has a Contract period for October 1, 2008 through September 30, 2009.

There will be no county funds utilized to support this effort. I am available at any time to further discuss this grant should you have any questions.

I am respectfully requesting that this matter be **expedited to the Board of Legislators for acceptance of these grant funds due to the time sensitive start date.**

Sincerely,

Lucille A. Soldato
Commissioner

LAS/tms
attachment

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

Anthony J. Picente, Jr.
County Executive

Date 11/24/08

#35402

Oneida Co. Department Social Services

Competing Proposal _____

Only Respondent _____

Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Office of Children and Family Services
52 Washington Street
Rensselaer, New York 12144

Title of Activity or Services: Oneida County Child Advocacy Center Grant

Proposed Dates of Operations: October 1, 2008 through September 30, 2009

Client Population/Number to be Served:

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

The grant will enhance several of the standards that the Oneida County Child Advocacy Center has been able to meet in the past. The funds will also provide for much needed training for the Child Advocacy Center staff in the areas of medical exams, interviews, investigations, mental health, victim advocacy and prosecution. The funds will also help cover costs relating to the expansion of hours relating to Child Advocacy Center after hour supervision, when critical decisions are made that can seriously effect case outcomes. Finally, the grant will enhance the administrative capabilities of the Child Advocacy Center by providing support for additional staff.

2). Program/Service Objectives and Outcomes

These funds will be utilized to support Contractual/Consultants, travel and trainings, a vehicle lease for victim/witness transport, office supplies, and other operating expenses.

3). Program Design and Staffing Level -

Total Grant Amount: \$ 192,700.00

Oneida County Dept. Funding Recommendation: A2703 - 100% funds through New York State Office of Children and Family Services

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

Federal	0%
State	100%
County	0%

Cost Per Client Served:

Past performance Served:

O.C. Department Staff Comments:

83.



Anthony J. Picente, Jr.
County Executive

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



Michael J. Romano
Director

235 Elizabeth Street, Utica, NY 13501

Phone 315-798-5456

Fax 315-798-6444

E-mail. ofa@ocgov.net

October 27, 2008

7N2008-512

PUBLIC HEALTH

WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 NOV 24 PM 3:36

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

Dear Mr. Picente:

I am submitting the following Agreement between the Oneida County Office for the Aging/ Office of Continuing Care and Oneida County Workforce Development, to coordinate the Senior Community Service Employment Program (OAA, Title V), for your review and approval.

The Senior Community Service Employment Program is a training program for older workers where all enrollees work part-time at minimum wage. This contract supports the administration of this program. The terms of this Agreement will commence upon execution and be renewed annually as notification is received of the Federal funds that will be allocated for the next fiscal year.

Federal and County dollars support this agreement with the County share being 10% (\$8,178.10).

I am available at your convenience to answer any questions you might have about this agreement.

Sincerely,

Michael J. Romano
Director

MJR/grb
Enc.

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

Anthony J. Picente, Jr.
County Executive

Date 11/24/08

84.

Oneida County Department: Office for the Aging

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

**Oneida County Board of Legislators
Contract Summary**

Name of Proposing Organization: Oneida County Workforce Development

Type of Activity: Administrators for Title V, Senior Community Service
Employment Program

Contract Dates: upon execution - June 30, 2009

Client Population/Number: Aged 55 and older and have an annual income at or
below 125% of poverty. / Ten enrollees.

Description of Services: Coordinate the Title V, Senior Community Services
Employment Program (SCSEP) with other service
providers to ensure that older residents of Oneida County
with the greatest economic and social needs (target groups)
are being met; and assist Oneida County residents with
subsidized job placement at host agency work sites for the
purpose of skill development.

Objectives/Outcomes: It is the program's objective to ensure that the host work
sites give enrollees consideration for unsubsidized job
openings, and will maintain records on number of enrollee
transitions to permanent employment at a host work site.
The program recruits and accepts referrals for SCSEP who
are age 55 and older and have an annual income at or below
125% of poverty.

Total Funding Requested: \$81,781.00

Oneida County Department Funding Recommendations: \$81,781.00

Proposed Funding Source (Federal/State/County): Acct. # A6772.495.120

Federal \$73,602.90; State \$ 0; County \$ 8,178.10; Contractor \$ 0

85.



Anthony J. Picente, Jr.
County Executive

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



Michael J. Romano
Director

235 Elizabeth Street, Utica, NY 13501

Phone 315-798-5456

Fax 315-798-6444

E-mail: ofa@ocgov.net

7N2008-513

PUBLIC HEALTH

WAYS & MEANS

RECEIVED
ONIEDA COUNTY LEGISLATURE
2008 NOV 24 PM 3:36

November 4, 2008

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

Dear Mr. Picente:

I am submitting the following Amendment to the 2006-2008 Purchase of Service Agreement between the Office for the Aging / Office of Continuing Care and Prestige Services, Inc. for your review and approval.

Under this purchase of Service Agreement, Prestige Services, Inc. will provide home delivered and congregate meals for the Oneida County Office for the Aging / Office of Continuing Care. The Nutrition Program for the Elderly will purchase a total of 380,900 meals for the year 2009 for a total of \$2,056,860.00. The source of funds are: Federal (\$496,665), State (\$534,600), Medicaid Reimbursement (\$529,200), Private Pay SNH (\$144,720.00), Private Pay Other (\$5,940), Participant Contributions (\$345,000).

I am available at your convenience to answer any questions you may have regarding this Amendment.

Sincerely,

Michael J. Romano
Director

MJR/grb
Enc.

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

Anthony J. Picente, Jr.
County Executive

Date 11/24/08

**Oneida County Board of Legislators
Contract Amendment**

Name of Proposing Organization: Prestige Services, Inc

Title of Activity or Service: Food Service, congregate and home delivered

Proposed Dates of Operation: January 1, 2009 – December 31, 2009

Client Population/Number to be Served: Frail, elderly and disabled / approximately 380,900 meals to approximately 1505 clients.

Summary Statements

1. Narrative Description of Proposed Service.

Prestige Services will provide congregate meals (13 dining sites), home delivered meals (52 + routes throughout the county) and agencies who contract with OFA for client meals including: Senior Network Health, DSS/OCC, and Department of Health. A total of 380,900 meals will be provided to service approximately 1505 clients at a cost of \$ 1, 316.00 per client per year.

2. Program/Service Objectives and Outcomes.

Prestige Services will purchase, warehouse, prepare, deliver and serve at sites and homes high quality noon meals that nutritionally meet 1/3 RDA of an individual's daily requirement for nutrition. The contractor will also provide Breakfast meals to approximately 130 frail at risk individuals.

3. Program Design and Staffing Level. N/A

Total Funding Requested: \$5.40. per meal; Total \$2,056,860.00

Oneida County Department Funding Recommendation: \$5.40 per meal

Total \$2,056,860.00

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

Federal (\$496,665.00), State (\$534,600.00), Medicaid Reimbursement (\$529,200.00), Private Pay SNH (\$144,720.00), Private Pay Other (\$5,940.00), Participant Contributions, (\$ 345,735.00).

Cost per Unit/Client Served: \$5.40 per meal.

Past Performance Data: 2009 will be the fourteenth year for Prestige Services to provide food service to our county programs. The product and service has been maintained level. Quality assurance measures demonstrate high levels of client satisfaction.

Oneida County Department Staff Comments:

The contractor is responsive to problems, dedicated to quality service and cost control.

87.



Anthony J. Picente, Jr.
County Executive

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



Michael J. Romano
Director

235 Elizabeth Street, Utica, NY 13501

Phone 315-798-5456

Fax 315-798-6444

E-mail: ofa@ocgov.net

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 NOV 24 PM 3:35

FN2008-514

October 31, 2008

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

**PUBLIC HEALTH
WAYS & MEANS**

Dear Mr. Picente:

I am submitting the following Letter of Agreement between the Oneida County Office for the Aging/ Office of Continuing Care and the Presbyterian Residential Community, for your review and approval.

This Agreement is for the provision of Adult Day Services. This agreement will continue to provide community based long term care services to the frail and elderly and save taxpayer dollars by preventing premature nursing home placement. State and County dollars up to \$65,000 support this program. The County share is 25% (\$16,250.00) with no new county dollars involved.

This contract will commence January 1, 2009 and terminate December 31, 2009.

I am available at your convenience to answer any questions you may have regarding this agreement.

Sincerely,

Michael J. Romano
Director

MJR/grb

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

Anthony J. Picente, Jr.
County Executive

Date 11/24/08

**Oneida County Board of Legislators
Contract Summary**

Name of Proposing Organization: **Presbyterian Residential Community**

Title of Activity or Service: Social Adult Day Care

Proposed Dates of Operation: January 1, 2009 through December 31, 2009

Client Population/Number to be Served: Frail elderly age 60+ with functional impairment.

Summary Statements:

1) Narrative Description of Proposed Services.

Social Model Adult Day Services is a structured five hour, five day a week adult day care that serves frail elderly individuals in a supervised group setting. The program is in compliance with the New York State Regulations for Social Adult Day Care. Eligible participants must be age 60 or older and functionally impaired, meaning needing assistance of another person in at least one of the following activities of daily living: toileting, mobility, transferring and eating; or needing supervision due to cognitive and /or psycho-social impairment. Services include a noon meal and transportation to and from the program

2) Program/Service Objectives and Outcomes.

- To provide 5-hour per weekday adult day care programming
- To provide noon meal and transportation
- To provide services that include socialization, supervision and monitoring, personal care, nutrition, appropriate activities- maintenance and enhancement of daily living skills, caregiver assistance and transportation.
- To provide intergenerational programming to ensure a mutually beneficial social opportunity for program participants and area youth

3) Program Design and Staffing Level

Each adult day service provider will serve OFA authorized participants with a structured 5-hour program that meets the NY State regulations. Each site will have a coordinator and sufficient staff, both paid and volunteer, to supervise participants in a safe environment, and the staff will provide appropriate activities and therapies that will enhance the participants general wellbeing.

Oneida County Department Funding Recommendation: \$ 55.00 /day

Proposed Funding Source (Federal/State/County): \$ 65,000.00 ACCT#: A6772.495.116
Federal: \$0 State: 75% (\$ 48,750.00) County: 25% (\$ 16,250.00)

Cost per Client Served: varies depending on attendance

Past Performance Data: The Presbyterian Residential Community has been operating a successful Adult Day Care program for the residents of Oneida County for a number of years.

Oneida County Department Staff Comments:

89.



Anthony J. Picente, Jr.
County Executive

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



Michael J. Romano
Director

235 Elizabeth Street, Utica, NY 13501

Phone 315-798-5456

Fax 315-798-6444

E-mail: ofa@ocgov.net

IN 2008-515

October 27, 2008

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

PUBLIC HEALTH

WAYS & MEANS

RECEIVED
ONIEDA COUNTY LEGISLATURE
2008 NOV 24 PM 3:34

Dear Mr. Picente:

I am submitting the following Letter of Agreement between the Office for the Aging / Office of Continuing Care and the North Utica Senior Citizen's Recreation Center, Inc.

This is a combined Agreement for the provision of the following positions, Caregiver Case Aid, Case Management, Community Service Coordinator, Program Coordinators I & A Coordinators and Program Nurses. This program is supported by Federal, State and County dollars up to \$727,882.63. The County share is \$109,182.54.

This Agreement will commence January 1, 2009 and terminate December 31, 2009.

I am available at your convenience to respond to any questions, which you might have regarding this contract.

Sincerely,

Michael Romano

Michael J. Romano
Director

MJR/grb

Enc.

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

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

Date *11/4/08*

ONEIDA COUNTY OFFICE FOR THE AGING/OFFICE OF CONTINUING CARE
CONTRACT SUMMARY

Name of Proposing Organization: North Utica Senior Citizen's Recreation Center, Inc.

Type of Activity or Service: Family Caregiver Support
Aging Services/Outreach (Information and Assistance),
Case Management
Special Program Development
Quality Assurance and Grant Writing

Proposed Dates of Operation: January 1, 2009 – December 31, 2009

Client Population/ Number to be Served:

1. Narrative Description of Proposed Services

- Case Management Services – an important component of the aging network for they identify frail, elderly and homebound people who are in need of supportive services. Once identified and assessed, the elders are linked to appropriate services that allow them to remain independent.
- Community Service Coordinator – assists with outreach activities and other methods to provide support services for informal caregivers. In addition to Case Management the Caregiver Support Specialists will assist with staff functions such as taking referrals, scheduling and clerical duties.
- Elder Abuse Coordinator – Case Management and intervention services for at risk clients
- Program Coordinator – Development and administration of quality assurance to monitor services and programs that ensure the needs of the elderly clients are met by the Office for the Aging/ Office of Continuing Care and its contractors.
- I & A Coordinator - Development and maintenance of a comprehensive and current resource listing of long-term care services, programs and providers in Oneida County for the Point of Entry initiative, NY Connects: Choices for the Long Term Care.
- Program Nurse - Review and evaluation of the medical status of client's medical requirements and review of medical status of extended or long term cases.

2. Program/ Service Objectives and Outcomes

- Case Management -Seniors will be assisted in securing supportive services by providing: information and referral, case assistance, benefit counseling, health insurance counseling, public presentations, housing assistance, home energy assistance, screening for Weatherization, referral and Packaging (WRAP) services, and assessments for home delivered meals and nutrition services.
- Caregiver Support Program - will predominantly serve primary caregivers that are married and living with the care recipient and adult children who are caring for their parents.

- Special Program Development /Quality Assurance – Coordination of the Elder Abuse Task force and Elder Abuse Coalition and its subcommittees. Development and administration of quality assurance.

3. Program Design and Staffing Level

12- Case Managers

- Provide Information and Assistance to target services for individuals who are most economically and socially in need of supportive services.

1 - Community Service Coordinator

- To assist Coordinator with Caregiver Case Management

4 - Caregiver Case Aids

- To assist Case Managers and Caregiver Support Specialist with routine duties and brokerage duties in the Home Care Brokerage Unit.

1 - Program Coordinator

- Assists the Office Director and staff in the creation and monitoring of programs to meet the needs of the elderly clients who are served in the County.

1 - Elder Abuse Coordinator

- Oversees the Elder Abuse Coalition and sub-committees. Case manages all elder abuse cases.

2 - I & A Coordinator

- Set up and maintain a comprehensive and current listing of long-term care services, programs and providers in Oneida County for the Long- Term care Point of Entry Information & Assistance.

1 - P/T Program Nurses

- Responsible for the periodic review of the medical status of extended or long-term cases by utilization of patient review instruments and home health assessments to evaluate the necessity of continued stay in a facility or continuation of care.

Total Funding Requested: \$727,882.63

- 38,887 – Units/hrs of service
- \$727,882.63 - Total dollars/cost
- \$ 18.72 cost per unit/hr of case management

Oneida County Department Funding Recommendations: \$727,882.63

Proposed Funding Source: Account A6772.495.117
A6772 495.135

Federal 50% (\$363,941.31); **State 35%** (\$ 254,758.92); **County 15%** (\$ 109,182.39)

Past Performance Data:

92.

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

NICHOLAS A. DE ROSA
DIRECTOR OF HEALTH

ADMINISTRATION

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



Public Health
Prevent. Promote. Protect.



RECEIVED
ONEIDA COUNTY LEGISLATURE
NOV 24 PM 3:34

November 6, 2008

7N2008-516

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

PUBLIC HEALTH WAYS & MEANS

Dear Mr. Picente:

Attached are four (4) copies of a grant between Oneida County through its Health Department and the New York State Department of Health – Childhood Lead Poisoning Prevention Program.

The purpose of this grant is to provide services to children with elevated lead levels. Program services offered include environmental home visits, case management, referrals to other services, community outreach, technical and referral services for the medical community and lead screening clinics for children lacking a primary care provider and/or third party reimbursement. The term of this agreement shall become effective April 1, 2008 and remain in effect until March 31, 2009 with reimbursement in the amount of \$152,879. **No county dollars will be expended as this is 100% grant funded.**

Please note: New York State Department of Health requires two (2) original signatures for their records; two (2) signature sheets are attached to the first contract. The reason this contract is being forwarded to you after the commencement date is that our office received this contract on October 27, 2008 for processing.

If this contract meets with your approval, please sign, notarize where indicated and forward to the Board of Legislators for approval.

Sincerely,

Nicholas A. DeRosa
Director of Health

attachments
ry

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

Anthony J. Picente, Jr.
County Executive
Date 11/24/08

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Environmental Health

NAME AND ADDRESS OF VENDOR: New York State Department of Health
Division of Family Health, Fiscal Unit
Empire State Plaza
Corning Tower, Room 878
Albany, New York 12237-0657

VENDOR CONTACT PERSON: Donna Hoinski

DESCRIPTION OF CONTRACT. Grant funds will be used to support and enhance local efforts to reduce the prevalence of elevated blood lead levels in children through the implementation of a comprehensive program of primary and secondary prevention which includes public and professional outreach and education, collaboration with local primary care providers for screening, diagnostic evaluation, medical management, education and environmental intervention.

SUMMARY STATEMENTS: The Lead Program provides services to children with elevated lead levels. Program services offered include environmental home visits, case management, referrals to other services, community outreach, technical and referral services for the medical community and lead screening clinics for children lacking a primary care provider and/or third party reimbursement.

PREVIOUS CONTRACT YEAR: January 1, 2006 through March 31, 2010
TOTAL: \$152,151. (This is a five year grant)

THIS CONTRACT YEAR: .April 1, 2008 through March 31, 2009
TOTAL: \$152,879

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

FUNDING SOURCE: A3415
Less Revenues -0-
State Funds \$152,879
County Dollars – Previous Contract \$ -0-
County Dollars – This Contract \$ -0-

SIGNATURE: Nicholas A. DeRosa, Director of Health
DATE: November 6, 2008

94.



OFFICE OF THE SHERIFF

COUNTY OF ONEIDA

**DANIEL G. MIDDGAUGH
SHERIFF**

**M. PETER PARAVATI
UNDERSHERIFF**

November 17, 2008

7N2008-517

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

**PUBLIC SAFETY
WAYS & MEANS**

Dear Tony,

The Sheriff's Office has been awarded funds under contract, from Global Tel Link, for the purchase of computer related hardware and software for the Sheriff's Office. This funding, requiring no local match, is in support of our information management system. In addition to a commission, Global Tel Link provided a sign on commitment to this Office, as part of the inmate telephone system and calling program.

The contracts calls for an allocation of \$16,667. A separate revenue account has been established for this purpose and the funds have already been received.


The Supplemental Appropriation Request is as follows:

A3150.212 \$ 16,667

A2722 \$ 16,667

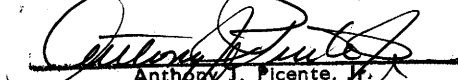
Thank you for your anticipated support of this request.

Sincerely,


Daniel G. Middaugh
Sheriff

cc: Tom Keeler, Budget Director

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


Anthony J. Picente, Jr.
County Executive

Date 11/24/08

95.

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

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

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

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

Account Audit Trail

November 14, 2008

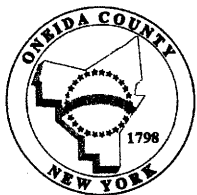
Audit of selected accounts, for dates from 01/01/08 to 11/14/08 for fiscal year 2008

96.

Fund: A - General Fund
Account: A2722 - Reimb from Global Tel Link for Jail Computer Equip - Revenue
Department: 3150 - Sheriff - Jail Inmates

Date	Type	Journal	Posted	Description	Details	Est. Revenues	Received	Revenue Remaining
10/28/08	Rec	1223491	11/10/08	'08 SIGN ON GTL COMMITMENT INMATE	85423 sheriff's office	\$0.00	\$16,666.66	\$(16,666.66)
						\$0.00	\$16,666.66	(\$16,666.66)

End of report



COUNTY OF ONEIDA
OFFICE OF THE COUNTY EXECUTIVE

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

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

RECEIVED
 ONEIDA COUNTY LEGISLATURE
 2008 NOV 24 PM 3:43

7N2008-518

PUBLIC SAFETY
WAYS & MEANS

November 19, 2008

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


Honorable Members:

As explained in the enclosed letter from the Director of Oneida County Emergency Communications, his department has been awarded \$262,318 from State of New York Department of State. These funds are shared throughout the state with counties that operate Public Safety Answering Service points receiving wireless 911 calls. These funds are to be used for the enhancement and upgrading of the 911 service centers for receiving wireless 911 calls. These funds will be received over the next two years making it necessary to amend the current capital project to receive and expend these funds.

I therefore request your Board approval for an amendment to **Capital Project H-340 – 911 Cell Phone System Enhancement**, as follows:

	<u>CURRENT</u>	<u>CHANGE</u>	<u>PROPOSED</u>
State Aid.....	\$ 2,088,010.	\$ 262,318.	\$ 2,350,328.
Trans from General fund..	42,148.	0.	42,148.
TOTAL:	\$ 2,130,158.	\$ 262,318.	\$ 2,392,476.

Respectfully submitted,


 Anthony J. Picente, Jr.
 Oneida County Executive

AJP:tbk
 Attach.
 CC: County Attorney
 Comptroller
 Budget Director
 Emergency Services

97.



ONEIDA COUNTY EMERGENCY COMMUNICATIONS

Anthony J. Picente, County Executive *Frederic A. Van Namee, Director* *Gerald L. Pedersen, Deputy Director*
120 Base Rd. Oriskany, NY 13424 (315) 765-2526 Fax (315) 765-2529 (315) 765-2522

October 8, 2008

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

Dear Mr. Picente,

Oneida County has been notified that we are to receive to allocations of funds from the New York State Department of State under the Local Enhanced wireless 911 Program. These funds are shared with counties through out New York State where the counties are operating Pubic Safety Answering Points receiving wireless 911 calls. These funds are restricted in use for certain costs associated with the provisions of wireless 911 service. To provide for the separation of these dedicated funds the have been place in and expended through Capital Project H-340.

Oneida County will receive \$ 134,420. to cover the period April 1, 2007 through March 31, 2010. We will also receive \$ 127,898. to cover the period April 1, 2008 through March 31, 2011. The total to be received is \$ 262,318.

Please seek Oneida County Board of Legislator approval for the expansion of Capital Project H-340 in the amount of these funds (\$ 262,318.) These funds are important to Oneida County in keeping our wireless 911 capability updated and current. Our ability to locate wireless callers accurately is imperative to serving the increasing numbers of wireless calls being received at our call center.

I am always available to discuss this program further at anytime should you have any questions.

Sincerely,

A handwritten signature in black ink that reads 'Frederic A. Van Namee'.

Frederic A. Van Namee
Director

Attachments

CC: Tom Keller, Budget ✓
J. Timpano, Comptroller



Anthony J. Picente, Jr.
County Executive

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



Michael J. Romano
Director

235 Elizabeth Street, Utica, NY 13501

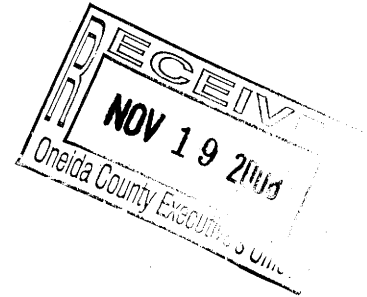
Phone 315-798-5456

Fax 315-798-6444

E-mail: ofa@ocgov.net

November 17, 2008

7162008-519
PUBLIC HEALTH



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

Dear Mr. Picente:

Pursuant to the Board of Legislators Resolution #291 of 1977 and the Oneida County Charter and Administrative Code, I hereby recommend the following appointments to the Oneida County Office for the Aging and Continuing Care Advisory-Long Term Care Council.

Appointment to a Three Year Term expiring 2012

Dr. Kathleen Bishop, Ph.D.
Gerontologist
6054 Stokes Lee Center Rd.
Lee Center, NY 13363

Ms. Rose Ann Convertino
OC Legislator
609 Blandina St
Utica, NY 13501

Ms. Margaret Corbett
1008 W. Embargo St.
Rome, NY 13440

Ms. Lori Decker
Rome Memorial Hospital
1500 North James St
Rome, NY 13440

Ms. Ava Dorfman
Senior Citizen Council of Rome, NY
202 Maple St
Rome, NY 13440

Ms. Donna Gillette
RCIL
401-409 Columbia St
Utica, NY 13502

Ms. Patsy Glista
Lutheran Ministries
108 Utica Rd.
Clinton, NY 13323

Ms. Barbara Glueck
Hope House
PO Box 161
Utica, NY 13501

Ms. Patricia Hudak
OC Legislator
103 Dwight Dr
Rome, NY 13440

Mr. Anthony Joseph
Presbyterian Home Administrator
4290 Middle Settlement Rd
New Hartford, NY 13413

Ms. Kathleen Kennelty
Visiting Nurses of Utica & OC
2608 Genesee St
Utica, NY 13502

Ms. Margot Mathews
27 Shepherd Pl
Utica, NY 13502

Ms. Jean McBride
116 Melrose Ave
Utica, NY 13502

Mr. Emil R. Paparella
OC Legislator
613 Locust Dr
Utica, NY 13502

Mr. Morris Pearson
MVCC Assist. To Vice President
1101 Sherman Dr
Utica, NY 13501

Ms. Yvonne Perry
Property Mgr. Mt. Carmel Apts
659 Jay St
Utica, NY 13501

Ms. Shana Pughe
MV Resource Center for Refugees
309 Genesee St
Utica, NY 13501

Mr. Lisle Sanborn
6564 Dix Rd
Rome, NY 13440

Ms. Lucille Soldato
Commissioner OC. Dept. Soc. Services
800 Park Avenue
Utica, NY 13501

Ms. Carol Steele
7 Hingham Rd
Utica, NY 13501.

Ms. Karen Teachout
United Way of Valley & Greater Utica
270 Genesee St
Utica, NY 13502

ONEIDA COUNTY LEGISLATURE
 2008 NOV 24 PM 3:43

99.

Mr. Herbert Thrope
6068 Shed Rd
Rome, NY 13440

Dr. Guy Wilcox
Masonic Care Community of NY
2150 Bleecker St
New Hartford, NY 13413

Mr. Jay Williams
4-6 North Park Row
Clinton, NY 13323

Mayor James F. Brown
Rome City Hall
198 N. Washington St.
Rome, NY 13440

Mayor Joseph Shay
Sherrill City Hall
377 Sherrill Road
Sherrill, NY 13461

The Federal Older Americans Act requires each Office for the Aging to establish an Advisory Council to represent the interests of senior citizens.

Therefore, I respectfully request that you approve these appointments and forward to the County Board of Legislators.

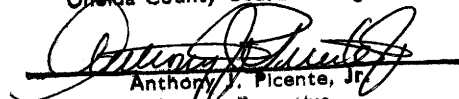
Sincerely,



Michael J. Romano
Director

MJR/paa

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


Anthony J. Picente, Jr.
County Executive

Date 11/21/08



**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, Jr.
County Executive

Steven P. Devan, P.E.
Commissioner

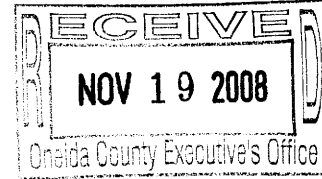
November 18, 2008

FN 2008-520

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

PUBLIC WORKS

WAYS & MEANS



Dear County Executive Picente:

A review of Department expenditures has indicated the need for fund transfers between several Water Quality & Water Pollution Control accounts as detailed below.

A transfer of \$66,000 to G8130.495, Other Expenses, is being requested. This transfer request is necessary because the Department has experienced need to haul additional sewage sludge ash for 2008.

No additional appropriations will be necessary to support this request at this time. Sufficient funds are currently available from G8110.195, Other Fees & Services and G8130.493, Equipment Repair & Service Contracts.

Given the above, I am respectfully requesting the transfers listed below.

FROM:	G8110.195, Other Fees & Services	\$ 40,000
	G8130.493, Equipment Repair & Service Contracts	\$ 26,000
		\$ 66,000
TO:	G8130.495, Other Expenses	\$ 66,000

Thank you for your consideration in this matter. I am available at your convenience to answer any questions you or the Board may have regarding this request.

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

Steven P. Devan, P.E.
Commissioner

Cc: Thomas B. Keeler, Budget Director
Joseph J. Timpano, Comptroller
Rosemary Smith, WQ&WPC

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

Anthony J. Picente, Jr.
County Executive

Date *11/18/08*

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 NOV 24 PM 3:44



**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, Jr.
County Executive

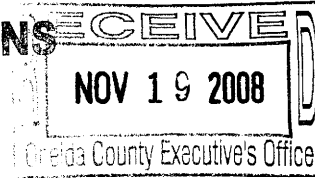
Steven P. Devan, P.E.
Commissioner

November 18, 2008

7N2008-521

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

**PUBLIC WORKS
WAYS & MEANS**



Re: Proposed Oneida County Sewer District Rate Schedule

Dear County Executive Picente:

Article 5-A, Section 266 of the County Law requires that the Oneida County Board of Legislators approve the proposed Oneida County Sewer District Rate Schedule. The proposed rate is \$2.86 per 1000 gallons. The old rate was \$2.65 per 1000 gallons. This represents a 7.9% increase over last year. A ratepayer who consumes 100,000 gallons of water per year will pay an extra \$5.25 per quarter or \$21.00 per year as a result of the proposed rate.

The proposed rate increase is primarily driven by the uncertainty in utility service costs and the increased maintenance on Sewer District infrastructure which is now almost 40 years old. The rates listed in the schedule were used as a basis for developing revenue projections for the 2009 Sewer District budget.

Pursuant to County Law, a public hearing and comment period must be held. The public hearing is scheduled for December 5th, 11:00am at the Sewer District offices. The public comment period will end on Friday, December 12th.

I am available at your convenience to answer any questions you or the Board of Legislators may have regarding the proposed schedule. In order for the schedule to take affect as planned, the Board of Legislators would need to consider it during their December 24th, 2008 meeting. Thank you for your consideration in this matter.

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

Steven P. Devan, P.E.
Commissioner

Attachments: Rate Schedule

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 NOV 24 PM 3:44

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

Anthony J. Picente, Jr.
County Executive

Date 11/21/08

102.



ONEIDA COUNTY SEWER DISTRICT RATE SCHEDULE EFFECTIVE JANUARY 1, 2009

**This rate schedule will apply to all bills issued after the effective date.
It will remain in effect until modified by the Oneida County Board of Legislators**

A. RESIDENTIAL CUSTOMER FEES

1. Metered Consumption

Residential customers will be charged a wastewater treatment fee based on metered water usage. The rate charged will be \$2.86 per 1000 gallons of water consumed. The customer will receive a bill for these services through contract billing services provided by the Mohawk Valley Water Authority, the Sauquoit Water District or the Clayville Water District. The Sewer District wastewater treatment fee can be calculated using the following equation.

$$\text{Billable Amount} = \frac{(\text{cubic feet of water consumed}) * (7.481 \text{ gallons/cubic foot}) * (\$2.86)}{(1000 \text{ gallons})}$$

2. Unmetered Consumption

Residential customers who do not have water meters will have a usage calculated based on an estimated water consumption rate of 50 gallons per person per day. The maximum charge per household will be based on 200 gallons per day. The rate charged will be \$2.86 per 1000 gallons of water consumed. The customer will receive a bill directly from the Sewer District for these services. The Sewer District wastewater treatment fee can be calculated using the following equation.

$$\text{Billable Amount} = \frac{(\text{days in billing period}) * (50 \text{ gallons/ day}) * (\text{number of people}) * (\$2.86)}{(1000 \text{ gallons})}$$

Residential customers covered under this section of the rate schedule will be required to complete a form certifying as to the number of persons occupying the property serviced by the account. Customers who do not submit the required certification form will be charged the maximum household rate of 200 gallons per day. Customers who intentionally misrepresent the number of occupants per household can be charged with a Class A misdemeanor pursuant to Section 210.45 of the Penal Law. Furthermore, restitution will be required as per Section D-3 of this rate schedule.

B. INDUSTRIAL CUSTOMER FEES

1. Basic Rate

Industrial customers will be charged a fee based on metered water consumption. This rate is the same as the residential customer fee of \$2.86 per 1000 gallons of water consumed. In addition to this fee, industrial customers who require a permit under Oneida County Sewer Use Rules and Regulations will be charged an annual permit fee of \$660 to cover monitoring and administrative costs. Additional or modified charges may apply as detailed in subsequent sections of this schedule.



2. High Strength Wastewater

Industrial customers who discharge high strength wastewater, as defined by the Sewer District, will be subject to fees in addition to those calculated using the basic rate. A surcharge will apply to discharges with total suspended solids (TSS) exceeding 290 mg/l and/or Biochemical Oxygen Demand (BOD) exceeding 330 mg/l. This surcharge will be \$0.02 per pound of TSS and/or BOD that exceed the limits as stated in this section. If insufficient BOD data exists to accurately determine the surcharge, Chemical Oxygen Demand (COD) can be substituted for BOD. In this case, the surcharge will be \$0.02 per pound of COD that exceeds 350 mg/l.

3. Federal Categorical Pretreatment Standards

Federal Categorical Pretreatment Standards have additional monitoring and administrative cost associated with them. Accordingly, an annual permit fee of \$1,100 will be charged to industrial customers who are subject to these standards.

4. Additional Sampling Fees

A fee of \$200 per sample may be charged if more than four (4) twenty-four hour composite samples are needed on an annual basis to characterize the discharge of an industrial customer.

5. Groundwater Remediation Projects

Groundwater clean up and site remediation projects approved by the Sewer District for discharge directly to the sewer system will be charged the basic rate, as indicated in Section B-1, for wastewater generated. An annual permit fee of \$100 will be assessed to cover monitoring and administrative fees. The customer will be required to provide accurate discharge data on a semi-annual basis for billing purposes.

C. FEES FOR WASTEWATER HAULED DIRECTLY TO THE TREATMENT PLANT

1. Basic Rate

Wastewater haulers who discharge directly to the wastewater treatment plant will be charged based on the actual amount of wastewater contained in each load. This fee will be \$0.08 per gallon of wastewater delivered. In addition, an annual permit fee of \$100 will be charged to cover monitoring and administrative costs. Additional or modified charges may apply as detailed in subsequent sections of this schedule.

2. Domestic Wastewater

Haulers of septage, cesspool and portable toilet wastewater, containing only household type wastewater, will be subject to all charges as detailed in Section C-1 of this schedule.

3. Non-Domestic Wastewater

Non-domestic wastewater, as approved by the Sewer District on a case-by-case basis, will be subject to all charges as detailed in Section C-1 of this schedule. In addition, the cost of contract laboratory services, plus 10%, will be billed to the permit holder for analytical analysis required by the Sewer District to accurately characterize the wastewater.



4. Municipal or Private Sewage Treatment Systems

Wastewater from municipal and private sewage treatment systems, as approved by the Sewer District on a case-by-case basis, will be subject to the charges as detailed in Section C-1 of this schedule.

5. Low Solids Wastewater and Leachate

Low solids wastewater, as approved by the Sewer District on a case-by-case basis, will be charged \$0.04 per gallon based on the actual amount of wastewater delivered. In addition, the cost of contract laboratory services, plus 10%, will be billed to the permit holder for analytical analysis required by the Sewer District to accurately characterize the wastewater.

6. Landfill Leachate

Landfill Leachate, as approved by the Sewer District on a case-by-case basis, will be charged \$0.02 per gallon based on the actual amount of wastewater delivered. In addition, the cost of contract laboratory services, plus 10%, will be billed to the permit holder for analytical analysis required by the Sewer District to accurately characterize the wastewater.

D. OTHER CHARGES AND ADJUSTMENTS

1. Late Charges

A late charge of 10% will be charged to all accounts that are not paid by the date they are due. This fee will be assessed at the start of every billing cycle and only imposed on newly accrued late balances from the previous billing cycle.

2. Delinquent Charges

All accounts that are overdue after October 31st and have a balance greater than or equal to \$50 will be declared delinquent and added to the tax rolls of the appropriate municipality. Once the delinquent accounts are transmitted to the Oneida County Department of Finance for processing, this department will be responsible for the collection activities associated with these accounts. Once declared delinquent, an additional charge of 10% will be assessed to the account. Delinquent charges are in addition to any other charges, including late charges.

Delinquent charges will be equally divided between the Oneida County Sewer District and the Oneida County Department of Finance as compensation for the cost of processing the delinquency. If the account actually is relieved on the tax rolls, the delinquent charge will rise to 12% with the Oneida County Sewer District receiving 5% and the Oneida County Finance Department receiving 7% as compensation for the cost of processing the delinquency.

3. Uncompensated Use of Sewer District Services

Sewer customers who have been found utilizing Sewer District wastewater treatment services without paying for them will be assessed fees for these services. The fee will be based on actual meter readings or a consumption rate of 200 gallons per day and the user fees in effect during the time the services were being utilized. Charges will be calculated based on the amount of time the service was being utilized but in no case shall it exceed 6 years.

125



It is the responsibility of the sewer customer to provide the Sewer District adequate information so that the length of time service was rendered can be established. The Sewer District may, at its own discretion, conduct an investigation to establish the length of time service was rendered and bill the customer accordingly.

4. Refunds

Customers who have been incorrectly billed for Sewer District wastewater treatment services may be entitled to a refund. The customer must petition the Sewer District in writing to have a refund considered. The refund will be based on the fees in effect during the time services were being utilized and will be calculated based on actual billing records. In no case shall the refund period exceed 6 years.

It is the responsibility of the customer to provide the Sewer District with adequate information to determine the amount of the refund. The Sewer District may, at its own discretion, conduct an investigation to establish the length of time service was incorrectly billed and base the refund to the customer accordingly.

Refunds for charges occurring in the current year will be processed as a credit to the customer's account. If the refunds encompass more than one year, or an active account no longer exists, the customer will receive reimbursement directly from the Sewer District, once the appropriate documents have been filed and processed by the County. If the refund is associated with a property that has a County tax lien, the refund will not be processed until this tax lien is satisfied.

The Commissioner of Water Quality and Water Pollution Control, upon thorough review of the documentation, may approve refunds up to \$1,000 per account. The Oneida County Board of Legislators must approve refunds over this amount.

5. Adjustments

Customers may request an adjustment to an account for abnormal water consumption that was not discharged to the sewer system. Adjustments will be considered only if water consumption records indicate an abnormal pattern of water use and if physical evidence exists to support the adjustment claim. The customer must petition the Sewer District in writing within 180 days of the occurrence of the event causing abnormal water consumption to have an adjustment considered.

Customers may request adjustments to an account for water consumed in industrial or manufacturing processes. The customer must petition the Sewer District in writing to have such an adjustment considered. Supporting documentation must accompany the petition. The Sewer District may require additional engineering analysis to support a petition. The cost of this analysis is the responsibility of the petitioner.

The Sewer District may, at its own discretion, conduct an investigation, including a physical inspection of the property, to establish the legitimacy of an adjustment claim. Normal water consuming activities such as routine swimming pool maintenance, car washing and lawn or garden watering are not grounds for an adjustment.

106-

Oneida County Department of Public Works

ANTHONY J. PICENTE JR.
County Executive

JOHN J. WILLIAMS
Commissioner

6000 Airport Road
Oriskany, New York 13424
Phone: (315) 793-6200
Fax: (315) 768-6299

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

November 19, 2008

7112008-522

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

PUBLIC WORKS

WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 NOV 25 AM 9:27

Dear County Executive Picente,

Capital Project H-336, New Field House Complex, was approved and funded by the Oneida County Board of Legislators for the purpose of constructing the Robert R. Jorgenson Athletic Center at the MVCC Utica Campus. In March of 2008 MVCC and Oneida County issued a Request for Qualifications for Design Services associated with construction of the Athletic Center with responses received from the following six firms:


Bonacci Architects
CHA Sports
Foit-Albert Associates
JMZ Architects & Planners, P.C.
March Associates
Ward Associates, P.C.

All proposals were reviewed by a selection committee comprised of MVCC Staff, a MVCC Board of Trustees representative, a representative of the Oneida County Education, Youth & Agriculture Committee, and the Oneida County Department of Pubic Works.

Upon review of the material received, the selection committee identified three firms with significant experience and success in the design and construction of higher education athletic facilities; CHA Sports, JMZ Architects and MARCH Associates. Each firm was interviewed, the selection committee made site visits to facilities designed by the finalists, interviewed facility owners at each site visit, and checked references. The unanimous consensus was recommending an award to JMZ Architects & Planners, P.C.

On September 24, 2008 the Oneida County Board of Acquisition and Contract accepted a proposal from JMZ Architects & Planners, P.C. for \$737,250.00 to provide Design Services associated with construction of the Robert R. Jorgenson Athletic Center.

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


Anthony J. Picente, Jr.
County Executive

Date 11/25/08

107.

Please note that the project has not been fully funded by Oneida County. There is not sufficient funding available in H-336 to contract for pre-construction and construction phase services. Therefore, the enclosed contract is for \$400,000.00 to provide pre-construction phase services. The contract would be executed with an understanding that an amendment for the balance of pre-construction phase and construction phase services would be executed at a later date.

If acceptable, please forward the enclosed contract to the Oneida County Board of Legislators for consideration.

Thank you for your support.

Sincerely,

A handwritten signature in cursive script that reads "Jack".

John J. Williams
Commissioner of Public Works

cc: Randall J. VanWagoner, Ph.D., President, MVCC
Ralph Feola, Vice President Administrative Services, MVCC
Mark E. Laramie, P.E., Deputy Commissioner

Oneida County Department: Public Works

Competing Proposal X
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators Contract Summary

Name of Proposing Organization: **JMZ Architects and Planners, PC
Glens Falls, NY**

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

Client Population/Number to be Served:

Summary Statements:

1) Narrative Description of Proposed Services:

Architectural Design Services associated with construction of the Robert R. Jorgenson Athletic Center, MVCC Utica Campus.

2) Program/Service Objectives and Outcomes:

3) Program Design and Staffing Level:

Total Funding Requested: **\$737,250.00**

Oneida County Department Funding Recommendation: **\$737,250.00** Account # **H-336**

Proposed Funding Source: Federal _____ State **50%** County **50%**

Cost Per Client Served:

Past Performance Data:

Oneida County Department Staff Comments

Oneida County Department of Public Works

ANTHONY J. PICENTE JR.
County Executive

JOHN J. WILLIAMS
Commissioner

6000 Airport Road
Oriskany, New York 13424
Phone: (315) 793-6200
Fax: (315) 768-6299

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

November 19, 2008

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

Dear County Executive Picente,

Capital Project H-336, New Field House Complex, was approved and funded by the Oneida County Board of Legislators for the purpose of constructing the Robert R. Jorgenson Athletic Center at the MVCC Utica Campus. On March 24, 2008 MVCC and Oneida County issued a Request for Qualifications for Construction Management Services associated with construction of the Athletic Center with responses received from the following eight firms:

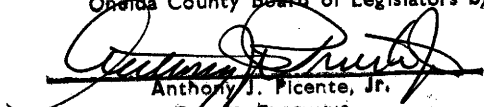
BBL Construction
Charles A. Gaetano Construction Corp.
H.R. Beebe, Inc.
Park City Builders of New York, Inc.
The Pike Company
The Quandel Group, Inc.
Turner Construction Co.

All proposals were reviewed by a selection committee comprised of MVCC Staff, a MVCC Board of Trustees representative, a representative of the Oneida County Education, Youth & Agriculture Committee, and the Oneida County Department of Public Works.

Upon review of the material received, the selection committee identified two firms as most qualified; Gaetano Construction Corp. and H.R. Beebe, Inc. Both companies were interviewed and the unanimous consensus was recommending an award to H.R. Beebe, Inc.

On September 24, 2008 the Oneida County Board of Acquisition and Contract accepted a proposal from H.R. Beebe, Inc. for \$453,524.00 to provide Construction Management Services associated with construction of the Robert R. Jorgenson Athletic Center.

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


Anthony J. Picente, Jr.
County Executive

Date 11/25/08

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7/12/08 - 523
PUBLIC WORKS
WAYS & MEANS

110-

Please note that the project has not been fully funded by Oneida County. There is not sufficient funding available in H-336 to contract for pre-construction and construction phase services. Therefore, the enclosed contract is for \$31,580 to provide pre-construction phase services. The contract would be executed with an understanding that an amendment for the balance of pre-construction phase and construction phase services would be executed at a later date.

If acceptable, please forward the enclosed contract to the Oneida County Board of Legislators for consideration.

Thank you for your support.

Sincerely,

A handwritten signature in black ink, appearing to read "Jack", with a long horizontal flourish extending to the right.

John J. Williams
Commissioner of Public Works

cc: Randall J. VanWagoner, Ph.D., President, MVCC
Ralph Feola, Vice President Administrative Services, MVCC
Mark E. Laramie, P.E., Deputy Commissioner

///

Oneida County Department: Public Works

Competing Proposal X
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators Contract Summary

Name of Proposing Organization: **H.R. Beebe, Inc.**
Utica, NY

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

Client Population/Number to be Served:

Summary Statements:

1) Narrative Description of Proposed Services:

Construction Management Services associated with construction of the Robert R. Jorgenson Athletic Center, MVCC Utica Campus.

2) Program/Service Objectives and Outcomes:

3) Program Design and Staffing Level:

Total Funding Requested: **\$453,524.00**

Oneida County Department Funding Recommendation: **\$453,524.00**

Account # **H-336**

Proposed Funding Source: Federal _____ State 50% County 50%

Cost Per Client Served:

Past Performance Data:

Oneida County Department Staff Comments