

ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

David J. Wood
Majority Leader

Patricia A. Hudak
Minority Leader

COMMUNICATIONS WITH DOCUMENTATION FEBRUARY 16, 2011

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

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2010-059.2	Public Safety, Ways & Means	
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2011-063	Public Safety, Ways & Means	
2011-064	Read & Filed	
2011-065	Read & Filed	
2011-066	Read & Filed	
2011-067	Read & Filed	
2011-068	Ways & Means	
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2011-085	Public Works, Ways & Means	
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2011-093	Human Resources, Ways & Means	

AVAILABLE ON WEBSITE ONLY

www.ocgov.net



Office of the Sheriff County of Oneida
 Robert M. Maciol, Sheriff

Robert S. Swenszkowski, Undersheriff
 Elizabeth A. Gustafson, Chief Administrator

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

February 7, 2011

FN 20 11 - 059.1

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

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

PUBLIC SAFETY

[Signature]
 Anthony J. Picente, Jr.
 County Executive

WAYS & MEANS

Date 2/10/11

Dear Mr. Picente,

Eight **Correction Officer** positions and one **Correction Officer-Captain** position were eliminated during the 2011 budget process. The budget was adopted by the Board of Legislators with their exclusion. On December 17, 2010, the New York State Commission of Correction cited the County of Oneida for inadequate staffing. Furthermore, the NYSCOC imposed a Substitute Jail Order cap that resulted in a loss of revenue.

Subsequent to negotiations between the County Executive, the Board of Legislators, the NYSCOC and I, it was agreed that deleted positions would be reinstated and filled pursuant to a pre-determined staffing plan. In turn, the NYSCOC would lift the Substitute Jail Order cap and restore our ability to generate revenue. In order to execute the terms of this agreement, I request that the following positions be recreated in the 2011 A3150.101 - Jail Inmates Cost Center.

<u>Title</u>	<u>Position #</u>	<u>Grade/ Step</u>	<u>Salary</u>
Correction Officer Captain	13	J 04 Step 1	\$ 43,983
Correction Officer	61	J 01 Step 2	\$ 33,165
Correction Officer	60	J 01 Step 2	\$ 33,165
Correction Officer	159	J 01 Step 2	\$ 33,165
Correction Officer	177	J 01 Step 2	\$ 33,165
Correction Officer	258	J 01 Step 2	\$ 33,165
Correction Officer	260	J 01 Step 2	\$ 33,165
Correction Officer	261	J 01 Step 2	\$ 33,165
Correction Officer	262	J 01 Step 2	\$ 33,165

RECEIVED
 ONEIDA COUNTY LEGISLATURE
 FEB 10 PM 3:47



Office of the Sheriff

County of Oneida

Robert M. Maciol, Sheriff

Robert S. Swenszkowski, Undersheriff
Elizabeth A. Gustafson, Chief Administrator

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

The funding of these positions will be addressed in separate correspondence to the County Executive as the positions are expected to be filled. Thank you for your anticipated cooperation on this matter.

Sincerely,

Robert M. Maciol
Oneida County Sheriff

cc:

John Talerico, Commissioner of Personnel
Gerald Fiorini, Chairman of the Board
Rick Flisnik, Chairman of Public Safety Committee
David Wood, Majority Leader
Patricia Hudak, Minority Leader

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



Office of the Sheriff County of Oneida
 Robert M. Maciol, Sheriff

Robert S. Swenszkowski, Undersheriff
 Elizabeth A. Gustafson, Chief Administrator

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

FN 20 11 059

February 7, 2011

PUBLIC SAFETY

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

WAYS & MEANS

Dear Mr. Picente,

I am requesting a transfer of funds from the Board of Legislators to cover the costs of two unfunded Correction Officer positions. One Captain and eight Correction Officers, originally deleted in the 2011 budget, are to be reinstated after negotiations with the New York State Commission of Corrections regarding minimum staffing requirements and lifting the restriction to house inmates from other counties. It has been agreed that two full time and two part time positions will be filled no later than March 31, 2011. Funding for additional positions will made at a later date. The request for the creation of these positions has been submitted by separate correspondence. I have been advised to transfer funds from the Jail Overtime account to fund two full time positions at this time. A new Correction Officer , Grade JO1 - Step 2, budgeted for 2011 is \$33,165.

The request to transfer funding for positions 261 and 262 for approximately ten months is:

<u>Transfer From Expense Account</u>	<u>Amount</u>	<u>Transfer To Expense Account</u>	<u>Amount</u>
A3150.103 Jail Overtime	\$ 86,452	A3150.101 Salaries	\$ 55,275
		A3150.810 Retirement	5,594
		A3150.830 Social Security	4,229
		A3150.840 Workmen's Comp	1,216
		A3150.850 Unemployment Ins	138
		A3150.860 Health Insurance	20,000
Total Expenses:	\$ 86,452		\$ 86,452

RECEIVED
 ONEIDA COUNTY LEGISLATURE
 2011 FEB 10 PM 3:57

If I can be of further assistance please feel free to contact me. Thank you for your cooperation.

Sincerely,

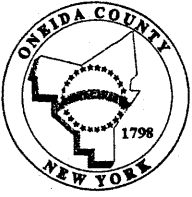
Robert M. Maciol,
 Sheriff

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

Anthony J. Picente, Jr
 County Executive

cc: Tom Keeler, Budget Director

Date 3/10/11



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

FN 20 11 - 060

February 4, 2011

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

WAYS & MEANS

Honorable Members:

There is a need for additional funds in various salary and related personal services' accounts throughout the County for 2010. These transfer requirements have resulted from a variety of factors such as the payment of accrued vacation time to long term employees in their final paychecks. The resulting payroll adjustments, as expected, caused budgetary shortages in many salary accounts, all of which are adequately covered by surpluses in other personal services' accounts.

Other significant personal services' shortages occurred in the Sheriff's Jail Inmates' Overtime account which was the result of chronic staffing shortages and also the decision to budget overtime accounts at lower levels in 2010 in an attempt to balance a lean budget.

Due to the need to close the 2010 accounting records, I ask that these transfers be acted upon at the **February 16th meeting**. I therefore request your Board approval for the following **2010** fund transfers:

TO:

AA# A1010.101 - Board of Legislators, Salaries	\$	591.
AA# A1110.102 - County Court, Temporary Help		47.
AA# A1310.101 - Finance - Commissioner, Salaries.....		385.
AA# A1313.101 - Finance - Real Estate, Salaries.....		205.
AA# A1340.101 - Budget, Salaries		804.
AA# A1345.101 - Purchasing, Salaries		1,096.
AA# A1410.101 - County Clerk-Registrar, Salaries		6,866.
AA# A1411.101 - Motor Vehicle Bureau, Salaries		9,668.
AA# A1412.101 - Naturalization, Salaries		115.
AA# A1430.103 - Personnel, Overtime.....		895.

Board of Legislators**February 4, 2011****Page 2**

AA# A1450.101 - Board of Elections, Salaries	1,935.
AA# A1450.103 - Board of Elections, Overtime.....	226.
AA# A1460.101 - Records Management, Salaries	343.
AA# A1490.101 - Public Works Commissioner, Salaries.....	15,394.
AA# A1620.102 - Buildings & Grounds, Temporary Help	534.
AA# A3020.101 - Emergency Communications, Salaries.....	16,069.
AA# A3020.103 - Emergency Communications, Overtime	6,676.
AA# A3110.101 - Sheriff Administration, Salaries.....	30,219.
AA# A3111.101 - Sheriff - Stop DWI, Salaries	2,269.
AA# A3111.107 - Sheriff - Stop DWI, Salaries 207-C Injury.....	552.
AA# A3112.103 - Sheriff - Security, Overtime	21,027.
AA# A3117.102 - Sheriff - Court Attendants, Temporary Help	33.
AA# A3120.107 - Sheriff - Law Enforcement, Salaries 207-C Injury	48,290.
AA# A3140.101 - Probation Office, Salaries	73,796.
AA# A3140.102 - Probation Office, Temporary Help	6,076.
AA# A3141.101 - Domicile Restriction Program, Salaries.....	4,148.
AA# A3141.103 - Domicile Restriction Program, Overtime	3,643.
AA# A3142.101 - PINS Diversion Program, Salaries	1,740.
AA# A3142.103 - PINS Diversion Program, Overtime	397.
AA# A3145.103 - Rome Safe School Program, Overtime	341.
AA# A3146.103 - Intensive Supervision Program, Overtime	5,321.
AA# A3150.102 - Sheriff - Jail Inmates, Temporary Help.....	69,314.
AA# A3150.103 - Sheriff - Jail Inmates, Overtime.....	497,967.
AA# A3150.107 - Sheriff - Jail Inmates, Salaries 207-C Injury.....	35,478.
AA# A3152.102 - Sheriff - Inmate Commissary, Temporary Help.....	12,954.
AA# A3313.101 - Stop DWI Program, Salaries.....	351.
AA# A3313.102 - Stop DWI Program, Temporary Help	136.
AA# A3313.103 - Stop DWI Program, Overtime	76.
AA# A3430.103 - Drug Enforcement Task Force, Overtime.....	1,001.
AA# A3640.101 - Emergency Services, Salaries	4,656.
AA# A4010.102 - Public Health Administration, Temporary Help	27,439.
AA# A4011.101 - Physically Handicapped Child Administration, Salaries	519.
AA# A4012.101 - Public Health Clinic, Salaries	5,988.
AA# A4012.103 - Public Health Clinic, Overtime.....	1,095.
AA# A4019.101 - Community Health Outreach Program, Salaries.....	668.
AA# A4021.101 - Community Wellness, Salaries	10,626.
AA# A4059.101 - Early Intervention Administration, Salaries.....	1,451.
AA# A4089.101 - Immunization Consortium Program, Salaries.....	4,108.
AA# A4089.103 - Immunization Consortium Program, Overtime	330.
AA# A4091.101 - Cancer Services Program, Salaries	375.
AA# A4092.101 - Emergency Preparedness Program, Salaries	174.
AA# A5620.101 - Department of Aviation, Salaries.....	2,115.
AA# A6011.103 - Children & Adult Services, Overtime.....	8,939.
AA# A6015.101 - Home Energy Assistance Program, Salaries	3,623.
AA# A6015.102 - Home Energy Assistance Program, Temporary Help	36,959.
AA# A6610.101 - Bureau of Weights and Measures, Salaries.....	374.
AA# A6772.103 - Office for the Aging, Overtime.....	1,683.
AA# A6773.101 - Senior Nutrition Program, Salaries	602.

Board of Legislators

February 4, 2011

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AA# A6774.101 - Office for Continuing Care, Salaries.....	11,800.
AA# A6774.103 - Office for Continuing Care, Overtime	2,319.
AA# A7310.101 - Youth Bureau, Salaries	656.
AA# A8020.101 - Planning Department, Salaries.....	1,380.
AA# A8710.101 - DPW-Reforestation, Salaries	5,488.
"A" Fund Total: \$ 1,010,345.	

AA# D5020.101 - Engineering, Salaries	\$ 2,253.
"D" Fund Total: \$ 2,253.	

AA# G8110.101 - W.P.C. - Administration, Salaries.....	\$ 18,753.
AA# G8120.101 - W.P.C. - Sanitary Sewers, Salaries	967.
AA# G8120.103 - W.P.C. - Sanitary Sewers, Overtime.....	1,718.
AA# G8130.103 - W.P.C. - Sewage Treatment, Overtime.....	52,669.
"G" Fund Total: \$ 74,107.	

AA# J6296.102 - Workforce Investment Act-Utica, Temporary Help.....	\$ 68,327.
AA# J6300.101 - Workforce Development Administration, Salaries	16,487.
AA# J6303.102 - Oneida County College Student Corps, Temporary Help	51,067.
"J" Fund Total: \$ 135,881.	

FROM:

AA# A1010.102 - Board of Legislators, Temporary Help	\$ 591.
AA# A1110.101 - County Court, Salaries	47.
AA# A1165.101 - District Attorney, Salaries.....	9,967.
AA# A1230.101 - County Executive, Salaries	1,900.
AA# A1311.101 - Finance - Treasury, Salaries	590.
AA# A1410.102 - County Clerk-Registrar, Temporary Help.....	9,003.
AA# A1411.102 - Motor Vehicle Bureau, Temporary Help	5,535.
AA# A1450.102 - Board of Elections, Temporary Help	2,161.
AA# A1460.102 - Records Management, Temporary Help	343.
AA# A1480.101 - Health Insurance Administration, Salaries.....	895.
AA# A1610.101 - Central Services, Salaries.....	38,546.
AA# A1620.101 - Buildings & Grounds, Salaries.....	4,392.
AA# A1620.103 - Buildings & Grounds, Overtime	39,832.
AA# A3112.101 - Sheriff - Security, Salaries	10,351.
AA# A3113.101 - Sheriff - Special Initiatives, Salaries.....	57,749.
AA# A3115.101 - Sheriff - Civil, Salaries	12,143.
AA# A3117.101 - Sheriff - Court Attendants, Salaries.....	32,498.
AA# A3120.101 - Sheriff - Law Enforcement, Salaries.....	12,957.
AA# A3140.103 - Probation Office, Overtime.....	9,337.

Board of Legislators

February 4, 2011

Page 4

AA# A3145.101 - Rome Safe School Program, Salaries	14,811.
AA# A3146.101 - Intensive Supervision Program, Salaries.....	4,272.
AA# A3150.101 - Sheriff - Jail Inmates, Salaries	602,759.
AA# A3152.101 - Sheriff - Inmate Commissary, Salaries	12,954.
AA# A3430.101 - Drug Enforcement Task Force, Salaries	1,001.
AA# A4010.101 - Public Health Administration, Salaries.....	42,475.
AA# A4021.102 - Community Wellness, Temporary Help	7,298.
AA# A5620.102 - Department of Aviation, Temporary Help.....	2,115.
AA# A6010.103 - Social Services Administration, Overtime.....	8,939.
AA# A6011.101 - Children & Adult Services, Salaries	28,269.
AA# A6015.103 - HEAP Program, Overtime	12,313.
AA# A6510.101 - Veterans Service Agency, Salaries.....	374.
AA# A6772.101 - Office for the Aging, Salaries	<u>23,928.</u>
"A" Fund Total: \$ 1,010,345.	

AA# D3310.101 - Traffic Control, Salaries.....	\$ <u>2,253.</u>
"D" Fund Total: \$ 2,253.	

AA# G8130.101 - W.P.C. – Sewage Treatment, Salaries	\$ <u>74,107.</u>
"G" Fund Total: \$ 74,107.	

AA# J6293.102 - Summer Youth Employment Program, Temporary Help	\$ 58,447.
AA# J6298.102 - TANF-Summer Youth Program, Temporary Help	68,327.
AA# J6300.102 - Workforce Development Administration, Temporary Help	<u>9,107.</u>
"J" Fund Total: \$ 135,881.	

Respectfully submitted,



Anthony J. Picente Jr.
Oneida County Executive

AJP:gpb

CC: County Attorney
Comptroller
Budget Director
Affected Department Heads

ANTHONY J. PICENTE, JR., *County Executive*
JOHN R. KENT, Jr., *Commissioner*



(315) 798-5710
FAX (315) 798-5852
planning@ocgov.net

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

January 28, 2011

FN 20 11 - 061

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

WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
2011 FEB - 10 PM 1:07

Re: NYS Office of Community Renewal (OCR) 2011 Competitive Round

Dear County Executive Picente:

In a continuing effort to assist Oneida County residents, we are proposing to apply for Community Development Block Grant (CDBG) funding available through the New York State Office of Community Renewal (OCR) 2011 Annual Competitive Round.

Based on requirements from the OCR and The HomeOwnership Center's success with several existing programs in the County, we intend to apply for \$750,000 from the OCR to continue the successful Housing Rehabilitation Program for Seniors. The proposed project for this year will assist the elderly residents of Oneida County who are low-income homeowners to address emergency repairs through a three-year forgivable loan program.

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

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

Therefore, we respectfully request that you submit to the Oneida County Board of Legislators a request to authorize you to submit an application to the New York State Office of Community Renewal for CDBG direct grants totaling \$750,000. Included in this resolution is the authorization to conduct the two mandated public hearings on the Community Development Block Grant application and, if awarded the grant,

authorization to enter into agreement with The HomeOwnership Center to administer the program.

I ask that you request that the Board of Legislators approve these actions at their **February 16, 2011**, regular meeting.

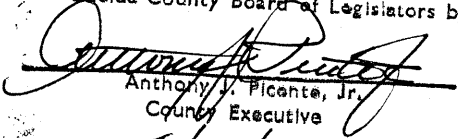
Should you have any questions regarding this matter please contact me.

Sincerely,

John R. Kent, Jr.

John R. Kent, Jr.
Commissioner of Planning

Cc: Edward P. Welsh
Emil R. Paparella
Patricia A. Hudak

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

Anthony J. Picante, Jr.
County Executive
Date 2/10/11

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

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

WHEREAS, These Community Development Block Grant funds will provide funding assistance to continue the successful Housing Rehabilitation Program for Seniors. The program will assist elderly low income homeowners to address emergency repairs through a three-year forgivable loan program, and

WHEREAS, The New York State CDBG program requires the holding of two public hearings by the County prior to the submission of said application to obtain the views of citizens on community development and housing needs, and

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

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

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

RESOLVED, That the County Executive is hereby authorized to execute such documents as may be required in order to implement the program if the application is approved, have The HomeOwnership Center administer the CDBG program on behalf of Oneida County, and enter into agreements with beneficiaries of the funds.

APPROVED: Ways & Means Committee

DATED:

Adopted by the following vote:

AYES ___ NAYS ___

Oneida County Department of Public Works

ANTHONY J. PICENTE, JR.
County Executive

DENNIS S. DAVIS
Commissioner

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

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

February 9, 2011

FN 20 11 - 062

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

WAYS & MEANS

Dear County Executive Picente,

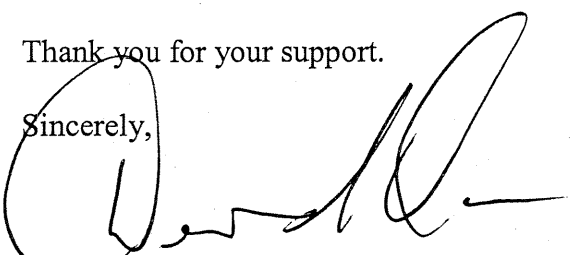
The City of Rome School District is applying for a NYS Department of State Local Government Efficiency Grant and will be the Lead Applicant. They are asking Oneida County to be a co-applicant. In order to be a co-applicant, we need Oneida County Board of Legislators approval and will need a resolution to go with the application in order to validate Oneida County being a co-applicant.

The Rome City School District, City of Rome and Oneida County will secure consultant services to conduct a study examining the feasibility of sharing services related to: Purchasing & Accounts Payable; Maintenance and Grounds; Parks and Recreation; Technology Services and other business functions such as insurance and payroll administration. The study will evaluate existing services, operational procedures, staffing and budget commitments, space/building requirements and available resources to assess potential service sharing opportunities. The study will yield recommendations to maximize financial benefits or management improvements to the municipalities and ultimately the taxpayers who financially support municipal and school operations. The Grant is for \$50,000 with a local share of \$5,555.00; therefore, each applicant partner will be responsible for 1/3 of the match which amounts to \$1852.00.

I respectfully request that the Public Works and Ways and Means Committees consider this agreement at their earliest convenience, with presentation to the full Board at their **February 16, 2011** regularly scheduled meeting. I apologize for the short notice and appreciate any assistance you may be able to provide in the review and approval of Oneida County participating in this grant proposal.

Thank you for your support.


Sincerely,


Dennis S. Davis
Commissioner

DSD/mk

cc: Thomas Keeler
Kimberly Flint

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


Anthony J. Picente, Jr.
County Executive

Date 2/10/11

RECEIVED
ONEIDA COUNTY LEGISLATORS
2013 FEB 10 PM 4:17



Oneida County Board of Legislators Contract Summary

Name of Proposing Organization: Public Works

Title of Activity or Service: NYS Department of State, Local Government Efficiency Grant Program with the Rome City School District being the lead applicant

Client Population/Number to be Served: N/A

Summary Statements:

1) Narrative Description: The Rome City School District, City of Rome and Oneida County will secure consultant services to conduct a study examining the feasibility of sharing services related to: Purchasing & Accounts Payable; Maintenance and Grounds; Parks and Recreation; Technology Services and other business functions such as insurance and payroll administration. The study will evaluate existing services, operational procedures, staffing and budget commitments, space/building requirements and available resources to assess potential service sharing opportunities. The study will yield recommendations to maximize financial benefits or management improvements to the municipalities and ultimately the taxpayers who financially support municipal and school operations.

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

3) Program Design and Staffing Level: N/A

Total Funding Requested: \$1,852.00

Oneida County Department Funding Recommendation: Account # D5110.495

Proposed Funding Source: Federal _____ State _____ County \$1,852.00

Cost Per Client Served: N/A

Past Performance Data: N/A

Oneida County Department Staff Comments

The Grant is for \$50,000 with a local share of \$5,555.00; therefore, each applicant partner will be responsible for 1/3 of the match which amounts to \$1852.00.

1

**NYS Department of State
Local Government Efficiency Grant Program
2010-2011**

DO NOT WRITE IN THIS SPACE

Application Number

Date Received

HP-10-**A. Lead Applicant**

Name of Municipality: Rome City School District	Federal Tax ID Number: 156002676
Name of Chief Administrative Official: Jeffrey Simons	Telephone Number/Extension: (315) 338-6521
Title: Superintendent of Schools	Fax Number: (315) 338-6526
Mailing Address: 409 Bell Road Rome, NY 13440	E-Mail Address: jsimons@romecsd.org
Type of Municipality: <input type="checkbox"/> County <input type="checkbox"/> Public Library <input type="checkbox"/> Association Library <input type="checkbox"/> Fire District <input type="checkbox"/> City <input checked="" type="checkbox"/> School District <input type="checkbox"/> BOCES <input type="checkbox"/> Town <input type="checkbox"/> Water Authority <input type="checkbox"/> Special Improvement District <input type="checkbox"/> Village <input type="checkbox"/> Sewer Authority <input type="checkbox"/> Regional Planning and Dev. Board	County or Counties: Oneida
	Senate District(s): 47
	Assembly District(s): 115, 116

B. Lead Applicant Contact Person

Name of Contact Person: Jeffrey Simons	Telephone Number/Extension: (315) 338-6521
Title: Superintendent of Schools	Fax Number: (315) 338-6526
Address: 409 Bell Road Rome, NY 13440	E-Mail Address: jsimons@romecsd.org

C. General Project Information

Grant Category: (select one)	<input checked="" type="checkbox"/> High Priority Planning (attach Part 2A)	<input type="checkbox"/> Efficiency Implementation (attach Part 2C)
	<input type="checkbox"/> General Efficiency Planning (attach Part 2B)	<input type="checkbox"/> 21 st Century Demonstration Project (attach Part 2D)

Total Project Cost: \$55,555	Amount of Grant Requested: \$50,000	Amount of Local Share: \$5,555
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Project Title: (No more than 10 words):

Rome Area Shared Services Feasibility Study

Project Description: Provide a brief summary statement that describes the project (Not more than 3 sentences):
The Rome City School District, City of Rome, and Oneida County will secure consultant services to conduct a study examining the feasibility of sharing services related to: Purchasing & Accounts Payable; Maintenance and Grounds; Parks and Recreation; Technology Services; and other business functions such as insurance and payroll administration. The study will evaluate existing services, operational procedures, staffing and budget commitments, space/building requirements, and available resources to assess potential service sharing opportunities. The study will yield recommendations to maximize financial benefits or management improvements to the municipalities and ultimately the taxpayers who financially support municipal and school operations.

 Project is receiving other grant funding or other public funds. (Please list) Project has received SMSI or LGE grant funding a plan in the past. Project includes a distressed municipality that is listed in Appendix B.

Name of Lead Applicant: **Rome City School District**

D. Co-Applicants: Other Municipalities Participating in the Grant Application

(1) Co-Applicant Municipality: City of Rome

Federal Tax ID Number:

Name of Chief Administrative Official: James Brown

Telephone Number/Extension:
(315) 339-7677

Title: Mayor

Fax Number:
(315) 339-7667

Mailing Address:

198 North Washington Street
Rome, NY 13440

E-Mail Address:

County or Counties: Oneida

Type of Municipality:

- County Public Library Association Library Fire District
 City School District BOCES
 Town Water Authority Special Improvement District
 Village Sewer Authority Regional Planning and Dev. Board

Senate District(s):
47

Assembly District(s):
115, 116

(2) Co-Applicant Municipality: Oneida County

Federal Tax ID Number:

Name of Chief Administrative Official: Anthony J. Picente, Jr.

Telephone Number/Extension:
(315) 798-5800

Title: County Executive

Fax Number: (315) 798-2390

Mailing Address:

800 Park Avenue
Utica, New York 13501

E-Mail Address:

County or Counties: Oneida

Type of Municipality:

- County Public Library Association Library Fire District
 City School District BOCES
 Town Water Authority Special Improvement District
 Village Sewer Authority Regional Planning and Dev. Board

Senate District(s):
47

Assembly District(s):
115, 116

(3) Co-Applicant Municipality:

Federal Tax ID Number:

Name of Chief Administrative Official:

Telephone Number/Extension:

Title:

Fax Number:

Mailing Address:

E-Mail Address:

County or Counties:

Type of Municipality:

- County Public Library Association Library Fire District
 City School District BOCES
 Town Water Authority Special Improvement District
 Village Sewer Authority Regional Planning and Dev. Board

Senate District(s):

Assembly District(s):

Name of Lead Applicant: **Rome City School District**

From the Part 1 application

E. High Priority Project Information

Type of Grant: One Applicant

Plan for:

- A city or county charter revision plan to implement functional consolidation or increased shared services which will achieve savings and management improvements.
- Village Dissolution
- A plan for a sustainable reduction in the cost of police, fire or highway services for a municipality whose Per Capita Cost is in the top 25% of comparable municipalities in New York State.

Type of Grant: Two or More Applicants

Plan for:

- Consolidation or Dissolution
- Transferring function(s) to be performed countywide
- Multi-County or Regional Services

F. Memoranda of Understanding/Intermunicipal Agreements (MOU/IMA)

List and attach copies of any existing Memoranda of Understanding/Intermunicipal Agreements or draft agreements that have been entered into for this activity. If you do not have a Memorandum of Understanding/Intermunicipal Agreement, provide a description of the intermunicipal agreements that will be necessary to carry out the proposed activity. See application guidance for details.

Additional sheets attached as necessary.

G. Project Information and Work Plan

Provide detailed project information and a work plan, including time periods for achieving stated objectives, for the activity to be funded. The plan should quantify the sustainable reduction in property taxes, expressed in dollars per \$1,000 of assessed value. Attach the information to the application forms. If your application is awarded, this work plan will provide the basis for the program work plan in the grant contract. See the Grant Guidance for the information needed.

Proposed Start Date:
April 1, 2011

Length of Time Needed to Complete Project:
12 months

H. Budget

Budget Detail

Travel

Purpose	Destination	Mode	Estimated Trip Cost Calculation
Total			

Supplies, Materials

Item	Quantity	Estimated Cost
Total		

Contractual Services

Type of Service	Estimated Cost
Total	

Name of Lead Applicant: **Rome City School District**

Budget Summary

Total Project Cost:
\$55,555

Amount of Grant Requested:
\$50,000

Amount of Local Share:
\$5,555

Total Travel Costs:

Total Costs Supplies, Materials:

Total Costs of Contractual Services:

I. Application Submission Checklist

The application packet should include the original application form with Parts D through Part J completed and **two copies** shall be submitted to Department of State. This application shall be used as the original application (*a fill-able form is available on the Department of State website*); additional sheets and attachments should be added in the order outlined below:

- Completed Part 1 Application**
- Extra sheets containing information on additional Co-Applicants, if applicable (Part D attachments)
- High Priority Project Information (Part E)
- Intermunicipal Agreements (Part F attachments)
- Work Plan (Part G attachments)
- Budget (Part H attachments)
- Municipal Resolutions (Part J attachments)

J. Municipal Resolutions and Application Certification

The Lead Applicant and **all** Co-applicants **shall** submit, with this application, original copies of the resolutions in direct support of this grant application. Resolutions not included with this application, or that are incomplete, may result in this application being deemed ineligible.

By submission of this application under the 2010-2011 Local Government Efficiency Grant Program, I hereby certify that all components of the requested Total Project Costs are reasonable and necessary for the conduct of the proposed project, and that prudent analysis has been undertaken to insure that all costs are consistent with current prevailing costs for such goods or services in the geographic area benefiting from the project.

I hereby affirm under penalty of perjury that information provided on this form and attached statements and exhibits is true to the best of my knowledge and belief. False statements made herein are punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal law.

Jeffrey Simons
(Print Name)

Superintendent of Schools
(Print Title)

(Signature)

(Date)

Copy pages as necessary to include additional budget information.

2011 Local Government Efficiency Grant Proposal

Application Due: February 16, 2011

PART 2A: High Priority Planning Grant

G. Project Information and Work Plan

1. Project Objective:

The Rome City School District, City of Rome, and Oneida County will secure consultant services through standard procurement procedures to conduct a study examining the feasibility of sharing services related to:

- Purchasing & Accounts Payable;
- Maintenance and Grounds;
- Parks and Recreation;
- Technology Services; and
- Other business functions such as insurance and payroll administration.

The study will evaluate existing services, operational procedures, staffing and budget commitments, space/building requirements, and available resources to assess potential service sharing opportunities. The study will yield recommendations to maximize financial benefits or management improvements to the municipalities and ultimately the taxpayers who financially support municipal and school operations. Public input will be sought during the feasibility study and considered as a factor in the final report recommendations. The study will be formally presented to the public and will be adopted by the governing bodies.

The purpose of the feasibility study is to determine the merit and potential cost savings related to sharing services among the Rome City School District, the City of Rome, and Oneida County.

The goal of the project is to ultimately decrease operational costs, and taxpayer expense, while maintaining or improving the quality of services to community members.

2. Project Issues: Describe the issues or opportunity to be addressed by the proposed project. What are the current challenges associated with the project and what are the possible challenges to implementation of the project?

<Insert data regarding current budgets for the departments/services to be reviewed (current budget, percent of each operating budget to each total municipal budget, increases over the past 3-10 years if relevant, and major expenditures/gaps – equipment, staffing, etc.)>

3. Component Tasks:

- a. Specifically identify the tasks to be funded by this grant – List each task along with its budgeted costs.
- b. Describe the public participation process.
- c. Describe the deliverables by task.

4. Schedule and timeline

5. Map of service area.



Office of the Sheriff County of Oneida
Robert M. Maciol, Sheriff

Robert S. Swenszkowski, Undersheriff
Elizabeth A. Gustafson, Chief Administrator

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

February 10, 2011

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

FN 20 11 - 063

RECEIVED
ONEIDA COUNTY LEGISLATURE
FEB 10 PM 3:47

**PUBLIC SAFETY
WAYS & MEANS**

Dear Mr. Picente,

The Sheriff's Office requested \$324,100 for vehicle replacement in the 2011. This request was not approved however \$189,000 was placed in a contingency fund that was not a part of the Sheriff's Budget. By means of this letter, I am requesting that the contingency funds be placed in the Sheriff's Office Budget through a budgetary transfer. Additional funds within the Sheriff's Budget for the remaining \$11,392 will be transferred to supplement a plan that has been developed for vehicle replacement. This vehicle replacement plan is comprised of nine vehicles at a cost of \$200,392. I will be soon sharing this plan in detail with county officials.

The transfer request is as follows:

<u>Transfer From Account</u>	<u>Amount</u>	<u>Transfer to Account</u>	<u>Amount</u>
A 1998.99 Contingency Account	\$ 189,000	A3110.2512	\$ 200,392
A3110.453 Vehicle Lease	7,000		
A3110.451 Auto Supplies	4,392		
Total Funds Transfer	\$ 200,392		\$ 200,392

I look forward to sharing our plan and thank you for your anticipated cooperation on this matter.

Sincerely,

Robert Maciol,
Sheriff

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

Anthony J. Picante, Jr.
County Executive

Date 2/10/11



Office of the Sheriff

County of Oneida

Robert M. Maciol, Sheriff

Robert S. Swenszkowski, Undersheriff
Elizabeth A. Gustafson, Chief Administrator

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

cc: Gerald Fiorini, Chairman of the Board
Rick Flisnik, Chairman of Public Safety Committee
David Wood, Majority Leader
Patricia Hudak, Minority Leader

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



ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

David J. Wood
Majority Leader

Patricia A. Hudak
Minority Leader

February 3, 2011

FN 20 11 - 064

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

READ & FILED

Mr. Billard:

The New York State Department of Agriculture & Markets has certified the parcels submitted during the district review of Oneida County Agricultural District No. 2, Towns of Ava, Lee, Western and the City of Rome.

Please file the attached as a "Read & File docket to read "RE: NYS certification of properties added to Oneida County Agricultural District No. 2 during eight-year review"

Respectfully,

Gerald Fiorini
Chairman of the Board

GJF:pp

RECEIVED
ONEIDA COUNTY LEGISLATURE
FEB 15 AM 12:25



STATE OF NEW YORK
DEPARTMENT OF AGRICULTURE AND MARKETS
10B Airline Drive, Albany, New York 12235
518-457-8876 Fax 518-457-3087
www.agmkt.state.ny.us

Office of the Commissioner

Mikale Billard, Clerk
Oneida County Legislature
County Office Building
800 Park Avenue
Utica New York 13501

RECEIVED
ONEIDA COUNTY LEGISLATURE
2011 FEB - 2 PM 4:35

Dear Mr. Billard:

In accordance with Section 303-a of the Agriculture and Markets Law, the Oneida County Legislature submitted to me, by Resolution No. 283 of 2010, a district review plan to modify Oneida County Agricultural District No. 2.

Following review of the plan and its related documentation, I find that the plan is eligible for districting.

In accordance with the statutory procedures for certification of agricultural district review plans, the Commissioner of Environmental Conservation has determined that the District is consistent with state environmental plans, policies and objectives.

In consideration of my review of the proposal and the determination of the Commissioner of Environmental Conservation, I hereby certify that:

- A. The District is eligible for redistricting.
- B. The District consists predominantly of viable agricultural land.
- C. The plan of the District is feasible.
- D. The District will serve the public interest by assisting in maintaining a viable agricultural industry within the District and the State.

The County is required to complete the next review of Oneida County Agricultural District No. 2 on or before March 29, 2018.

Signed and Sealed at the Town of Colonie,
County of Albany, NY,
This 28th day of January, 2011

ROBERT M. HAGGERTY,
First Deputy Commissioner,
Department of Agriculture and Markets
of the State of New York

cc: McCrea Burnham, Div. of Lands and Forests, DEC
James Vincent, Chair, Advisory Council on Agriculture
Susan Hoskins, IRIS
Chair, County AFPB

ANTHONY R. CARVELLI
COMMISSIONER

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

January 28, 2011

FN 20 11 - 065

Mr. Mikale Billard
Clerk of the Board of Legislators
Oneida County
800 Park Avenue
Utica, NY 13501

READ & FILED

Dear Mr. Billard:

Pursuant to Section 5 of the County's written investment policy, please find a list of the current depositories for Oneida County:

HSBC
Bank of America
Bank of Utica
National Bank & Trust
J.P. Morgan Chase
Key Bank
Adirondack Bank
M&T Bank
State Bank of Chittenango, subsidiary of Oneida Financial Corporation
First Niagara

If you have any questions, please call.

Sincerely,


Anthony Carvelli
Commissioner of Finance

AC/bad

cc: Anthony J. Picente, Jr., Oneida County Executive
Gerald J. Fiorini, Chairman of the Board

ONEIDA-HERKIMER SOLID WASTE AUTHORITY

BOARD MEMBERS

Donald Gross, Chairman
Neil C. Angell, Vice Chairman
Harry A. Hertline, Treasurer
Vincent A. Casale
Alicia Dicks

James M. D'Onofrio
Barbara Freeman
Kenneth A. Long
Robert J. Roberts, III
James M. Williams

William A. Rabbia, Executive Director
Peter M. Rayhill, Authority Counsel
Jodi M. Tuttle, Authority Secretary

FN 20 11 - 066

MEMORANDUM

READ & FILED

TO: Anthony Picente, Oneida County Executive
James Wallace, Herkimer County Administrator
Oneida and Herkimer County Legislators
FROM: William A. Rabbia, Executive Director *WAR*
DATE: February 7, 2011
RE: Single Stream Recycling Coming in July 2011

RECEIVED
ONEIDA COUNTY LEGISLATURE
2011 FEB 09 AM 11:27

The Authority is continuing to work towards the conversion of the Recycling Center to allow for acceptance of single stream recyclables. When the conversion is complete, residents will no longer be required to separate their recyclable paper group from the container group. All recyclables will be set out and collected as one group. Communities across the nation who have converted to single stream recycling have seen an increase in recycling due to the added convenience. Communities collecting waste, either directly or through contract, have seen collection efficiencies lead to savings or collection cost stabilization, as well as lower disposal costs.

Based upon the RFP process, on January 26, 2011 the Authority executed a contract with RRT Design and Construction of Melville, NY for the design and construction of the project. The project schedule will allow for single stream recycling in July 2011.

The Authority is now in the process of developing a public education campaign to educate residents of the change. Beyond the added convenience for residents, single stream will affect how recyclables are set out for collection. Recyclables will need to be collected loose in existing municipal recycling containers, haulers recyclable containers, or in a reusable container of the residents' choice. Recyclables will no longer be accepted in bags.

The Authority is currently working with commercial haulers and municipalities in an effort to assist them in taking advantage of all the benefits of single stream.

I will keep you updated on the progress of this important project for all the residents and businesses of the two-County region. Please feel free to contact me in you have any questions.

WAR/jmt

THOMAS P. DiNAPOLI
STATE COMPTROLLER



NANCY G. GROENWEGEN
COUNSEL

HELEN M. FANSHAW
DEPUTY COUNSEL

STATE OF NEW YORK
OFFICE OF THE STATE COMPTROLLER
110 STATE STREET
ALBANY, NEW YORK 12236

January 25, 2011

FN 20 11 - 067

Mr. Mikale Billard
Clerk of the County Legislature
County of Oneida
800 Park Avenue
Utica, NY 13501

READ & FILED

Re: County of Oneida;
Increase and Improvement of
Facilities for the Oneida County
Sewer District
File No. 2010-43

2015 JAN 37 PM 4:15
RECEIVED
ONEIDA COUNTY LEGISLATURE

Dear Mr. Billard:

Enclosed for filing is the order of the State Comptroller in the above matter. Your attention is directed to County Law section 268.

Kindly sign, date and return the copy of this letter as a receipt in the enclosed envelope.

RECEIVED
ONEIDA COUNTY LEGISLATURE
2011 JAN 27 PM 4:55

Very truly yours,

Mitchell S. Morris
Associate Counsel

2015 JAN 27 PM 4:15
RECEIVED
ONEIDA COUNTY LEGISLATURE

MSM:jaw
Enclosure
(518) 486-1127
cc: Thomas E. Myers, Esq.

Filed this _____ day of _____

Clerk

In the Matter
of the

Application of the County Legislature of Oneida County, New York, for Consent of the State Comptroller to an increase and improvement of facilities in the Oneida County Sewer District, in said county

WHEREAS, on the 17th day of March, 1966, the Comptroller of the State of New York, upon the application of the County Legislature of Oneida County, New York, granted permission to establish the Oneida County Sewer District in said county; and

WHEREAS, application has been duly made to the undersigned by the County Legislature of Oneida County for a certificate of the State Comptroller pursuant to section 268 of the County Law consenting to an expenditure of \$20,500,000, for construction constituting an increase and improvement of facilities, in the Oneida County Sewer District; and

WHEREAS, we are informed that the county has applied for financial assistance through the Clean Water State Revolving Loan fund, which is administered by the Environmental Facilities Corporation, and this increase and improvement of facilities project within the Oneida County Sewer District is listed on their Intended Use Plan as eligible to receive financing; and

WHEREAS, the undersigned has duly examined such application,

NOW, THEREFORE, pursuant to such examination and upon such application of the County Legislature of Oneida County, the undersigned does hereby find and determine, after due

deliberation:

- (1) That the public interest will be served by the improvements to be constructed in the Oneida County Sewer District.
- (2) That the additional amount to be expended for such purposes will not be an undue burden upon the property that is to bear the cost of the improvement.

RECEIVED
ONEIDA COUNTY LEGISLATURE

2011 JAN 27 PM 4: 51

2015 JAN 27 PM 4: 15

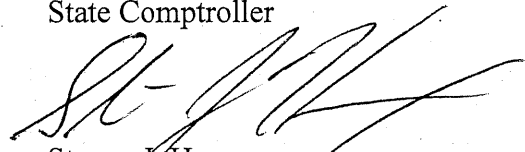
RECEIVED
ONEIDA COUNTY LEGISLATURE

I, THOMAS P. DiNAPOLI, Comptroller of the State of New York, do hereby order that such application of the County Legislature of Oneida County for permission to increase and improve the facilities in the Oneida County Sewer District as described in a resolution dated April 28, 2010 be, and the same hereby is granted, at a maximum cost of \$20,500,000, including any applicable aid.

Executed in duplicate under my hand and the seal of the Comptroller of the State of New York, at the City of Albany, New York this 27 day of January, 2011.

THOMAS P. DiNAPOLI
State Comptroller

By



Steven J. Hancox
Deputy Comptroller





ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

David J. Wood
Majority Leader

Patricia A. Hudak
Minority Leader

February 8, 2011

FN 20 11 - 068

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

WAYS & MEANS

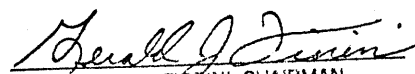
Honorable Members:

Pursuant to the recommendation of the Oneida County Agricultural & Farmland Protection Board and to Article 25AA, Section 302 of the Agriculture & Markets Law, I hereby reappoint **Mr. Michael Cosgrove**, 3423 Fountain Street, Clinton, NY 13323 to serve on that Board.

The appointment is effective immediately for a term of four (4) years and will expire on December 31, 2014.

This appointment does not require Board approval.

Respectfully submitted,


GERALD J. FIORINI, CHAIRMAN
ONEIDA COUNTY BOARD OF LEGISLATORS

GJF:pp

cc: Farmland Protection Board members
County Clerk



ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

David J. Wood
Majority Leader

Patricia A. Hudak
Minority Leader

February 7, 2011

FN 20 11-069

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

WAYS & MEANS

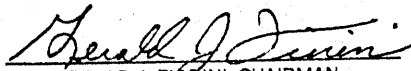
Dear Mr. Billard:

The Oneida County Board of Legislators, designated January 1 through January 31 to be the period for "Open Enrollment", for farm-land owners in Oneida County, pursuant to Agriculture & Markets Law. An "open enrollment" period allows the opportunity for landowner inclusion in an agricultural district, without waiting till the traditional review period of a district.

Now, at the request of the Farmland Protection Board, it necessary to schedule a Public Hearing on the results of this open enrollment, therefore, please prepare a docket scheduling a Public Hearing for **1:00 PM on Wednesday, March 30, 2011** at the Farm & Home Center, Judd Road, Oriskany, NY.

In order to allow ample time to notify the newspapers and the towns involved, I would ask that the Ways & Means Committee and Board of Legislators vote upon this docket at the meeting of **March 16, 2011**.

Respectfully submitted,


GERALD J. FIORINI, CHAIRMAN
ONEIDA COUNTY BOARD OF LEGISLATORS

pp

Cc: All FPB Members



ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

David J. Wood
Majority Leader

Patricia A. Hudak
Minority Leader

February 7, 2011

FN 20 11 070

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

WAYS & MEANS

Honorable Members:

Mr. Richard P. McDonald of the Region 6, Fish & Wildlife Management Board, has notified us that the term of Landowner Representative Vincent Johns will expire December 31, 2010 and recommends Mr. Johns for reappointment.

Therefore, based on Mr. McDonald's recommendation, I pass along the name of **Mr. Vincent Johns of 3274 Mohawk Street, Sauquoit, NY** as Landowner Representative for the Region 6 Fish and Wildlife Management Board for a two-year term through December 31, 2012.

As this appointment requires Board of Legislators' approval, I ask that it be considered by the Board at the meeting of **March 16, 2011**.

Respectfully submitted,

Gerald J. Fiorini
Chairman of the Board

GJF:pp

ONEIDA COUNTY LEGISLATURE
2011 FEB 03 PM 2:37

REGION 6 FWMB
c/o Richard P. (Dick) McDonald
NYSDEC
Dulles State Office Building
317 Washington St.
Watertown, NY 13601-3787
(315) 785-2261

New York State
FISH AND WILDLIFE MANAGEMENT BOARD



October 4, 2010

Oneida County Board of Legislators
Oneida County Office Building
800 Park Avenue
Utica, New York 13501-2977

cc: Bill Stage (Region 6 FWMB Chairman)
421 Moffett St.
Watertown, NY 13601

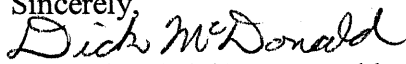
Re: Fish and Wildlife Management Board Appointments

Title 5, § 11-0501 of the NYS Environmental Conservation law establishes a Fish and Wildlife Management Practices Cooperative Program, which includes the commissioning of regional Fish and Wildlife Management Boards (FWMB).

A provision of the Fish and Wildlife Management Act (FWMA) allows a FWMB member to succeed him/herself for three terms, so that he/she may serve on a Regional FWMB for eight consecutive years. A former member of the Regional FWMB may be reappointed after having been off the Board for one term (two years).

The term of office of the Oneida County Landowner Representative for the Region 6 FWMB expires on December 31, 2010. This position is currently held by Vincent Johns who is eligible for reappointment until December 31, 2014. Please assist us by alerting the Chairman of your County Board of Legislators the necessity of reappointing Mr. Johns to the Region 6 FWMB as the Oneida County Landowner Representative for the next two year term (1 Jan 2011 – 31 Dec 2012).

We would appreciate the action of your Chairman as soon as possible, so that we can hold an organizational meeting in the very near future. Please forward a copy of the Legislative Board's resolution concerning this appointment to the undersigned at the above address. Thank you for your time and assistance in this matter.

Sincerely,

Richard P. (Dick) McDonald
Stewardship Biologist (Aquatic)
Region 6 NYSDEC

MEMBERS: Representatives of County Boards of Supervisors/County Legislators, Landowners and Sportsmen

ADVISORY MEMBERS: New York State Department of Environmental Conservation, New York State Department of Agriculture and Markets, New York State Conservation Council, Inc., Farm Bureau of New York, New York State Grange, New York State Forest Practice Board, Izaak Walton League of America; New York State Division, New York State Soil and Water Conservation Committee, New York State College of Environmental Science and Forestry, New York State College of Agriculture and Life Sciences at Cornell University.



ECONOMIC DEVELOPMENT GROWTH ENTERPRISES CORPORATION
584 Phoenix Drive • Rome, New York 13441
315-338-0393 • 800-765-4990 • FAX 315-338-5694
E-Mail: info@mvedge.org • www.mvedge.org

FN 20 11 - 074

February 3, 2011

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

**ECONOMIC DEVELOPMENT
& TOURISM**

WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATION
2011 FEB 10 PM 11:47

RE: 2011 Mohawk Valley EDGE – Oneida County Contract

Dear Tony:

Attached are four copies of the proposed 2011 contract between Mohawk Valley EDGE and Oneida County. The proposed agreement includes the funds authorized in the current Oneida County Budget (\$349,674.00), which includes the county share for the Empire Zone Program (\$49,674).

The proposed agreement is materially consistent with the current EDGE-Oneida County Agreement. Key points in this year's proposed contract include the following:

- **Section 5.1.1:**

This section includes a continued collaborative effort between EDGE and key community stakeholders (e.g., Community Foundation and United Way) on regional visioning this effort will be a result of the previous benchmarking of key community indicators across a number of areas: (education, environment, health, transportation, civic vitality, arts and culture, work force development, economic development, public safety and a few others). The continuation of this community indicators effort shall be the focal point for the development of strategies that the collective region could get behind to enhance the vibrancy of the region's community and economic position.

- **Section 5.1.3 & 5.1.4:**

An emphasis will be put on continuing to meet with area businesses and firms and communicating with them the services and programs available to them. The business outreach effort will focus on making our local companies aware of opportunities while understanding the challenges they face in today's current economy. This effort is highlighted by EDGE coordinating the programs and

services of EDGE and its economic development partners while jointly visiting companies. This effort will be to also ensure that the needs of our region's companies are understood by Governor Cuomo's administration.

- **Section 5.1.8:**

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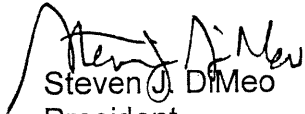
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EDGE looks forward to working with you and the leadership on the County Board in these challenging economic times. Please do not hesitate to contact me if you have any further questions.

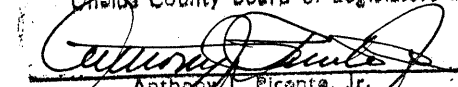
Sincerely,



Steven J. DiMeo
President
Mohawk Valley EDGE

CC: John F. Buffa
Linda Dillon, County Attorney
Jef Saunders, EDGE Counsel
Shawna Papale, Sr. Vice President EDGE

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


Anthony J. Picante, Jr.
County Executive
Date 5/10/11

Oneida Co. Department: Law

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name of Proposing Organization: Mohawk Valley EDGE

Title of Activity or Service: Economic Development in Oneida County

Proposed Dates of Operation: 1/1/2011-12/31/2011

Client Population/Number to be Served:

Summary Statements

1) Narrative Description of Proposed Services

A Collaborative effort between EDGE and key community stakeholders on regional visioning. This effort will be a result of the previous benchmarking of key community indicators across a number of areas: education, environment, health, transportation, civic vitality, arts and culture, workforce development, economic development, public safety and a few others.

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**2) Program/Service Objectives and Outcomes:
Economic Development in Oneida County.**

3) Program Design and Staffing

Total Funding Requested:

\$300,000

\$49,674

Account #

A6432.495

A6436.495

Oneida County Dept. Funding Recommendation:

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

Oneida County \$300,000
NYS Empire Zone Program \$49,674

Cost Per Client Served:

Past Performance Data:

O.C. Department Staff Comments:

AGREEMENT

THIS AGREEMENT (the "Agreement"), dated as of January 1, 2011, is by and between the **COUNTY OF ONEIDA**, a municipal corporation organized and existing under the laws of the State of New York, with its principal office and place of business located at 800 Park Avenue, Utica, New York 13501, hereinafter referred to as the "**County**", and

ECONOMIC DEVELOPMENT GROWTH ENTERPRISES CORPORATION (doing business as Mohawk Valley Edge), a not - for - profit corporation organized and existing under the laws of the State of New York, with its principal office and place of business located at 584 Phoenix Drive, Griffiss Business & Technology Park, Rome, New York 13441, hereinafter referred to as "**EDGE**".

WITNESSETH:

WHEREAS, EDGE is a New York not-for-profit corporation located within Oneida County and formed for the objects and the purposes, among others, of publicizing the advantages of Oneida County and the region by developing and promoting general economic and industrial development within Oneida County; and

WHEREAS, the Oneida County Board of Legislators (the "Board of Legislators"), by **Resolution No. __ of 2011 (the "Resolution")** has authorized the expenditure of certain monies to pay for services rendered by EDGE to the County in promoting general economic development, providing staff and funding support to Griffiss Local Development Corporation (GLDC) for the development of Griffiss Business & Technology Park, Griffiss International Airport, and staff support by EDGE to the Oneida County Industrial Development Agency (OCIDA) and other economic development organizations within the Mohawk Valley; and,

WHEREAS, the County Executive and Board of Legislators, as the policy making branches of the County government, desire that the services described herein be consolidated under the aegis of a single economic development organization that will facilitate the growth and development of Oneida County and represent the interests of all residents of Oneida County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and in accordance with the provisions of Section 224 of the County Law, it is agreed by and between the parties hereto as follows:

1. The term of this Agreement shall be for one (1) year beginning on **January 1, 2011 and ending December 31, 2011**. The County reserves the right to terminate this Agreement upon thirty (30) days' written notice in the event that EDGE shall fail to perform any of its obligations set forth herein, and such failure shall not have been rectified by EDGE within said thirty (30) day period.
2. Pursuant to this Agreement, EDGE shall act as an independent contractor providing services to the County, in return for which EDGE shall receive payment from the County as hereinafter described. Such payment will constitute part of EDGE's total 2011 revenue, which revenue it will use to fulfill its role as the lead economic development organization in Oneida County. To that end, EDGE's goals in providing the herein described services to the County shall be to support economic development policies that will help the region retain

population and attract people to the region, increase the number of jobs, particularly jobs that are career opportunities, and increase, by improving general economic conditions, the standard of living for residents of Oneida County. The parties acknowledge that EDGE shall have broad discretion to make and implement economic development decisions designed to achieve the aforesaid goals provided, however, that EDGE shall recognize the strong interest and role of the County Executive and the Board of Legislators in making policy with regard to general economic development in Oneida County and shall consult with the County Executive and the Board of Legislators in the formulation of such policy.

3. EDGE shall, upon the request of the Board of Legislators or Economic Development Committee thereof provide periodic updates in writing and/or in person to the Board of Legislators and/or Economic Development Committee on its activities pursuant to this Agreement, excepting information it reasonably deems confidential concerning prospective and existing projects. EDGE's President shall also participate fully in economic and community development meetings with the County Executive, the Director of Work Force Development, the Commissioner of Planning and others invited by the County Executive, which said meetings shall occur on a monthly basis. The Economic Development Committee of the County Board of Legislators and the County Executive shall monitor EDGE's performance under the terms of this Agreement and make recommendations with regard to such performance.
4. EDGE shall provide, on request, reports on its activities to the County Executive, members of the Board of Legislators, or any duly appointed committee thereof, excepting information it reasonably deems confidential concerning prospective or existing projects. At least once each quarter, EDGE shall report to the County Executive on the companies that received financial assistance through EDGE. Specifically, EDGE shall report on the total employment among these companies and whether these companies are in compliance with any job creation and job retention requirements. EDGE shall also report to the County Executive on other major changes in business activities in the County.
5. Pursuant to this Agreement, EDGE shall, as part of its duties to publicize the advantages of Oneida County and the region by overseeing and facilitating overall general economic development:

5.1.1 Implement and update as deemed necessary, the Regional Economic Development Strategy that was prepared in 1997 by Deloitte Touche & Fantus Consulting, and continue appropriate outreach to focus on the development and implementation of local strategies for restoring the region's population and addressing the region's local work force development needs. Building on past efforts, EDGE, with community stakeholders such as the Community Foundation, and others, to develop an effort to identify key community indicators and develop regional strategies and shared community vision that will provide a comprehensive approach to improving the region's community development (e.g., education, culture and arts, health, work force development, transportation, and community development initiatives) as an integral component of an overarching economic development strategy.

5.1.2 Publicize the advantages of Oneida County and the Mohawk Valley as a desirable area for businesses to locate and expand by targeting marketing efforts

to strategic industry clusters identified in the EDGE 2011 Annual Plan. Through its marketing and promotional activities, attract and encourage industry and businesses to locate or expand in Oneida County and thus facilitate the general economic growth and development of the County. EDGE shall provide to the County Executive and the leadership of the Board of Legislators, no later than February 1, 2011, a targeted marketing and promotion plan regarding how EDGE intends to publicize and promote Oneida County and the Mohawk Valley as a location for business expansions within key industry clusters being targeted by EDGE.

5.1.3 Maintain a systematic program for visiting area businesses and firms and communicating with them on (i) the available programs and services offered by and through conduits of Oneida County, (ii) the identification of issues or problems that may adversely impact a business' or firm's economic well-being and the maintenance of its operations and continued presence within Oneida County, and (iii) the opportunities for growth and expansion within Oneida County and/or Mohawk Valley that may occur as a result of assistance provided through EDGE, other economic development agencies, and/or state and/or local government support. EDGE shall make the County Executive aware of key business outreach visits that would warrant his participation. EDGE shall coordinate business outreach activities, visits, and business development projects with the Regional Office of the Empire State Development Corporation, the Workforce Investment Board, and, to the extent necessary or desirable, its other economic development and educational partners.

5.1.4 Inform, in writing, except where expressly prohibited by a business prospect or existing employer, County and affected local government officials at the earliest possible instance (after EDGE acquires actual knowledge thereof) of potential economic development projects in their respective communities, and notify the County and affected local government officials at the earliest possible time (after EDGE acquires actual knowledge thereof) that an existing employer in their respective communities may relocate elsewhere in or outside of Oneida County.

5.1.5 Provide prompt attention to, and follow up on, leads regarding new economic development, businesses or industries and participate with the County in an outreach to existing businesses and industries in Oneida County and maintain a record of all leads, contacts and follow-up efforts with existing businesses and prospects and, upon request, provide County officials, except for confidential information on clients or leads, reports on potential economic development projects.

5.1.6 Administer and oversee management of the EDGE Job Development Loan Fund, and other revolving loan fund accounts under its control or management. Within such funding made available and so identified, EDGE shall institute a targeted Small Business Development Loan Program capitalized with funding secured from the U.S. Department of Housing and Urban Development (HUD) under the HUD Small Cities Program and the NYS Small Cities Program to specifically address unique small business financing needs

5.1.7 Prepare proposed financing assistance and economic development incentives packages for businesses that are looking to expand or locate within Oneida County, and develop funding strategies for special economic development projects and initiatives.

5.1.8 Administer and monitor the Oneida County Empire Zone Program and the new Excelsior Program approved by New York State for specific sites in Oneida County in cooperation with the County Executive's Office.

5.1.9 Make itself available to administer various Federal and state grants obtained by the County for various economic development projects upon such terms and conditions as may be mutually satisfactory to the County and EDGE. These grants would include, but not be limited to, grants received through the Office Community Renewal for projects within Oneida County.

5.1.10 Enter into an Annual Staff Services Agreement with GLDC, upon terms and conditions mutually agreeable to EDGE and GLDC, for the provision by EDGE of staff support services for marketing, economic development support, leasing and real estate management, capital improvements programming, and other services and technical assistance necessary to enhance the development of Griffiss Business & Technology Park, and to support the retention and growth of the Air Force Research Laboratory at the Rome Research Site as well as other military and federal functions currently located at Griffiss.

5.1.11 Enter into an Annual Staff Services Agreement with OCIDA, upon terms and conditions mutually agreeable to EDGE and OCIDA, for the provision by EDGE of staff support services so that OCIDA can issue tax-exempt and taxable bonds for eligible economic development projects and provide other incentives that will benefit and assist businesses and eligible not-for-profit and civic groups that are locating or expanding within Oneida County in accordance with provisions contained in federal and state law.

5.1.12 Enter into an Annual Staff Services Agreement with Oneida County Local Development Corporation (OCLDC), upon terms and conditions mutually agreeable to EDGE and OCLDC, for the provision by EDGE of staff support services so that OCLDC can issue tax-exempt and taxable bonds for eligible economic development projects and provide other incentives that will benefit and assist businesses and eligible not-for-profit and civic groups that are locating or expanding within Oneida County in accordance with provisions contained in federal and state law.

5.1.13 Enter into an Annual Staff Services Agreement with Rome Industrial Development Corporation ("RIDC"), upon terms and conditions mutually agreeable to EDGE and RIDC, for the provision by EDGE of staff support services to assist RIDC with its economic development activities and programs.

5.1.14 Enter into an Annual Staff Services Agreement with Utica Industrial Development Corporation ("UIDC"), upon terms and conditions mutually agreeable to EDGE and UIDC, for the provision by EDGE of staff support to assist UIDC with its economic development activities and programs. Also, EDGE

shall continue to work with the City of Utica and its public benefit corporations to seek similar staff services agreements to strengthen and enhance the delivery of economic development services within the City of Utica so that the City can undertake key economic development initiatives.

5.1.15 Oversee the marketing and development of the Marcy Nanocenter at SUNYIT (the "Project") through the executed Project Development Agreement among EDGE, the State University of New York ("SUNY"), and The Research Foundation of State University of New York ("Research Foundation"), dated as of April 30, 2010, as the same may be amended and/or restated from time to time (the "PDA") by, among other things, (i) acquiring such fee interests and/or easements in real property as may be necessary or desirable for the Project; (ii) finalizing remaining permitting for the Project site; (iii) developing plans and specifications for road, site, wetlands mitigation, relocation/reconfiguration of National Grid Power Lines, and infrastructure improvements at and/or to the Project site; (iv) assisting in the development of proposed financing scenarios to satisfy requirements under the County sewer consent order so that the Project site can be developed, and, (v) overseeing the implementation of the capital improvements programming for the Project site. EDGE will also continue the global marketing of the Project site as New York's premier development site in Upstate New York for semiconductor, nanoelectronics, and nanotechnology manufacturing and building necessary state partnerships necessary to realize transformational economic development of this site.

5.1.16 Provide necessary technical support for other designated Build Now sites and/or key development sites in Oneida County and Herkimer County, and provide technical assistance and necessary staff support for pre-permit approval and development of other key development sites and vacant/underutilized facilities.

5.1.17 Provide marketing and staff assistance for aviation related economic development opportunities at Griffiss International Airport. Specifically, EDGE will: (i) work cooperatively with Oneida County, the County's Aviation Department, and GLDC on the development and funding of a marketing program to attract new and expanded aviation related uses at Griffiss International Airport (i.e., EDGE, with the concurrence of GLDC, will earmark funds from the GLDC marketing budget contingent on an appropriate funding match from Oneida County for marketing of the Griffiss International Airport for aviation economic development opportunities); (ii) Provide economic development services to the County and the County's Aviation Department on identifying and handling of aviation leads, develop financing and incentives proposals required for new and expanding aviation development opportunities, coordinate lease negotiations for existing buildings at Griffiss International Airport or development of new aviation facilities that would be built, and provide other economic development support that will enable the County to expand aviation activity at the new County Airport. Costs for outward marketing (trade shows, sales calls, development of marketing materials) are not an obligation of EDGE and would require appropriation of funds by GLDC and Oneida County at Griffiss.

It is further understood and agreed that the County will be solely responsible for all decisions related to the operation of the Griffiss International Airport, complying with FAA requirements, appropriations for capital projects at Griffiss International Airport and providing funding for annual Airport O&M costs required to operate Griffiss International Airport. Pursuant to state and local law, any prime leases of property at the Griffiss International Airport will be subject to approval by the Oneida County Board of Legislators and the Federal Aviation Administration (FAA).

5.1.18 EDGE shall continue to work with Oneida County on the completion of a reuse master plan for the former Oneida County Airport and Oneida County Airport Business Park in Oriskany, New York (the "Oneida County Airport Business Park") to address opportunities to reuse the vacant lands for long term economic development and address concerns by the current businesses within the Oneida County Airport Business Park on ongoing needs for maintenance and repairs to the Oneida County Airport Business Park infrastructure (e.g., roads, drainage ditches, and utilities), the plan will also strive to rebrand and rename the Oneida County Airport Business Park. The reuse strategy will seek to integrate the existing business park with any potential plans to expand the Business Park by redeveloping the lands that the County owns and which is now vacant or underutilized as a result of the relocation of the Oneida County Airport to Griffiss.

5.1.19 Maintain implementation of a communications program that conveys information to the general public on EDGE projects and activities. EDGE's communications program will (i) disseminate information by publishing quarterly newsletters, and maintaining a website (ii) prepare collateral marketing materials and other reports that inform the community about EDGE-sponsored or EDGE-supported projects and activities, (iii) provide regular presentations and updates to community and civic organizations, and governmental officials on economic development matters, (iv) arrange for the issuance of press releases, and (v) respond to inquiries from the media regarding economic development projects and activities.

5.1.20 Undertake special projects, enter into technical assistance contracts with local governments, develop and administer community and economic development initiatives, and complete or cause to be completed studies that will further the economic growth and development of the Mohawk Valley. In addition, facilitate the reaching out to and development of contacts with various community groups, Chambers of Commerce and other strategic publics in the region on the regional effort to encourage economic development.

5.1.21 Provide staff support and help coordinate activities by the Griffiss Institute to provide training, establish a business accelerator program, and other business assistance to companies and businesses involved in information technology and cyber-operations.

5.1.22 Assist Oneida County, Cornell Cooperative Extension, and other federal and state government agencies on implementing the County's Agricultural and Rural economic development programs.

6. EDGE shall use its best faith efforts to raise private sector monies or lending commitments in an amount equal to or in excess of funds appropriated by the County for economic development purposes in 2011 with a goal that each party hereto shall raise and/or commit appropriate funds for an incentive effort for economic development. Any and all economic development incentive funds shall be administered by EDGE pursuant to a written protocol that shall include loan and grant criteria and conflict of interest provisions. The County may contribute to the fund-raising effort as indicated.
7. For the services actually provided by the EDGE pursuant to the terms of this Agreement, the County agrees to pay the EDGE the sum of **Three Hundred Forty Nine Thousand Six Hundred Seventy Four and 00/100ths Dollars (\$349,674.00)** in semi-annual payments of **One Hundred Seventy Four Thousand Eight Hundred Thirty Seven and 00/100ths Dollars (\$174,837.00)**¹. Anything to the contrary contained in this Agreement notwithstanding, no County money shall be paid to EDGE hereunder until a memorandum receipt, signed by EDGE's principal officer and disbursing officer, to wit: its President and Chief Financial Officer, respectively, agreeing to comply with the terms of the Resolution, is delivered to the County Treasurer.
8. The EDGE shall file an annual report and budget of its expenditures and receipts with the Clerk to the Board of Legislators.
9. EDGE shall indemnify and hold harmless the County and its officers, agents, and employees from any claims, demands, causes of action and judgments arising out of injuries to person or property of whatever kind or nature caused by the negligence of EDGE, its employees or agents, in the performance of its duties under the terms of this Agreement.
10. Whenever EDGE shall use the funding provided herein for the procurement of goods and services, EDGE shall be governed by the EDGE Procurement Policies set forth in Exhibit "A", attached herewith and made a part of this agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective parties hereto as of the day and year first above written.

COUNTY OF ONEIDA:

By: _____
Anthony J. Picente, Jr
County Executive

Date: _____

ECONOMIC DEVELOPMENT GROWTH ENTERPRISES CORPORATION:

By: _____
John F. Buffa
Chairman

Date: 2/4/11

1. Contract includes County Appropriation of \$300,000 to Mohawk Valley EDGE and Appropriation of \$49,674 as the Oneida County Share for Empire Zone Program.

Approved As To Form
ONEIDA COUNTY ATTORNEY
By: _____

Attachment:

EDGE Procurement Policy



ECONOMIC DEVELOPMENT GROWTH ENTERPRISES CORPORATION
584 Phoenix Drive • Rome, New York 13441
315-338-0393 • 800-765-4990 • FAX 315-338-5694
E-Mail: info@mvedge.org • www.mvedge.org

February 3, 2011

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

RE: 2011 Mohawk Valley EDGE – Oneida County Contract

Dear Tony:

Attached are four copies of the proposed 2011 contract between Mohawk Valley EDGE and Oneida County. The proposed agreement includes the funds authorized in the current Oneida County Budget (\$349,674.00), which includes the county share for the Empire Zone Program (\$49,674).

The proposed agreement is materially consistent with the current EDGE-Oneida County Agreement. Key points in this year's proposed contract include the following:

- **Section 5.1.1:**

This section includes a continued collaborative effort between EDGE and key community stakeholders (e.g., Community Foundation and United Way) on regional visioning this effort will be a result of the previous benchmarking of key community indicators across a number of areas: (education, environment, health, transportation, civic vitality, arts and culture, work force development, economic development, public safety and a few others). The continuation of this community indicators effort shall be the focal point for the development of strategies that the collective region could get behind to enhance the vibrancy of the region's community and economic position.

- **Section 5.1.3 & 5.1.4:**

An emphasis will be put on continuing to meet with area businesses and firms and communicating with them the services and programs available to them. The business outreach effort will focus on making our local companies aware of opportunities while understanding the challenges they face in today's current economy. This effort is highlighted by EDGE coordinating the programs and

services of EDGE and its economic development partners while jointly visiting companies. This effort will be to also ensure that the needs of our region's companies are understood by Governor Cuomo's administration.

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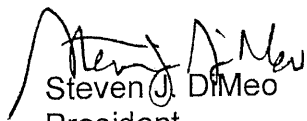
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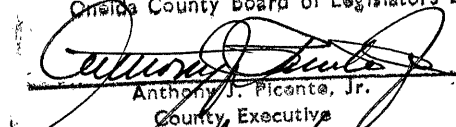
EDGE looks forward to working with you and the leadership on the County Board in these challenging economic times. Please do not hesitate to contact me if you have any further questions.

Sincerely,


Steven J. DiMeo
President
Mohawk Valley EDGE

CC: John F. Buffa
Linda Dillon, County Attorney
Jef Saunders, EDGE Counsel
Shawna Papale, Sr. Vice President EDGE

Reviewed and approved for submittal to the
Orinda County Board of Legislators by


Anthony J. Picante, Jr.
County Executive

Date

5/10/11

Oneida Co. Department: Law

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name of Proposing Organization: Mohawk Valley EDGE

Title of Activity or Service: Economic Development in Oneida County

Proposed Dates of Operation: 1/1/2011-12/31/2011

Client Population/Number to be Served:

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Past Performance Data:

O.C. Department Staff Comments:

ANTHONY R. CARVELLI
COMMISSIONER

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

February 9, 2011

FN 20 11-072

INTERNAL AFFAIRS

WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
2013 FEB 10 PM 4:07

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

Dear Mr. Picente:

On Thursday, February 3, 2011, the Oneida County Finance Department received bids on various tax delinquent properties. Attached, please find a list of the highest offers received that evening. Initially we started with over 200 properties. Since our last auction held in November 2010, collection efforts have resulted in recovering over \$700,000 in delinquent taxes.

We would also like to personally thank the county maintenance staff, the Sheriff's Department for providing security, and County Legislator Les Porter who generously donates his time as auctioneer.

We recommend full Board consideration of the attached bids for approval and respectfully request that you forward same at your earliest opportunity.

Sincerely yours,

Anthony Carvelli
Commissioner of Finance

AC/bad

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

Anthony J. Picente, Jr.
County Executive

Date 2/10/11

cc: Gerald Fiorini, Chairman, Oneida County Board of Legislators
Linda Dillon, County Attorney
File

Feb 3, 2011 Auction

Bid #	Name	Swiss	TAX MAP	CD	Town/City	Address	Paddle #	Bid Amt	Taxes Owed
11-1-07	Bernstein, Gary E	4889	329.020-7-63	WP	New Hartford	14 Bradley Road	98	\$50,000	\$21,787.08
11-1-52	Spanfeller, Brenda	3600	226.000-1-13	JG	Floyd	Floyd Camden Rd Ws	48	\$1,000	\$1,815.79
11-1-58	Witzigman, Margaret, James	3001	128.018-1-23	NU	V Camden/Camden	60 Taberg St	27	\$16,000	\$19,391.87
11-1-44	Ralph, Myron	2400	45.000-1-11	HC	Ava	State Rt 294	100	\$3,250	\$1,741.32
11-1-60	Youngs, Jeffrey A.	2601	22.017-2-50	MIH	V Boonville/Boonville	134 Erwin St	30	\$1,750	\$10,363.85
11-1-26	Johnson, Andrea	2889	407.000-2-11	MM	Bridgewater	(LANDLOCKED) Eo NYS Rt 8	71	\$200	\$653.07
11-1-46	Rossi, Michael	2000	148.000-2-13.2	LO	Annsville	Pond Hill Rd	27	\$400	\$1,588.07
11-1-10	Burr, William A	3800	13.004-2-6	LQ	Forestport	6054 Turk Road	17	\$1,600	\$1,126.06
11-1-48	Ryan, Dennis R.	6800	274.000-2-24	MU	Westmoreland	6934 Dix Road Ss	98	\$15,000	\$8,250.98
11-1-24	HSBC Bank USA	4200	169.000-2-19	PT	Lee	Brookfield Rd Ss	6	\$300	\$521.35
11-1-08	Bonville, Richard	3400	72.000-1-9.6	RI	Florence	11379 Florence Hill Road	26	\$5,000	\$4,478.90
11-1-05	Barretta Brothers LLC	4400	277.000-1-34	NB	Marcy	Route 291 Es	71	\$1,700	\$973.86
11-1-35	Marano, Robert	5001	377.006-1-33	PC	V Clayville/Paris	155 Main Street	38	\$4,000	\$12,357.60
11-1-09	Buck, Suzan M	5889	161.003-1-39	TU	Trenton	Old NYS Rte 287	20	\$2,250	\$586.89
11-1-55	Van Nort, Wm E	2801	407.014-1-30	LK	V Bridgewater/Bridgewater	60 Mill St	54	\$5,500	\$4,269.10
11-1-40	Palmitesso, Francis	3089	89.002-1-22	PE	Camden	10275 Cemetery Road	14	\$2,750	\$5,997.23
11-1-36	Messenger, Helen S	3600	244.001-1-2	IF	Floyd	7253 Rickmeyer Road	35	\$5,000	\$12,573.10
11-1-01	Adolfi, Nazie A	4001	347.006-1-12	LY	V Clinton/Kirkland	Meadow (OFF) Street	30	\$500	\$5,642.24
11-1-59	Wood, Donald	3800	36.003-2-30	KN	Forestport	Dades Thru Way	19	\$800	\$1,399.87
11-1-53	Stillwell, Kenneth P	5089	368.000-2-42	QI	Paris	2364 King Road Es	50	\$27,000	\$14,523.63
11-1-12	Common Fields Inc.	6200	271.000-3-59	RE	Verona	NY Rt 365	114	\$600	\$457.50
11-1-29	Kocyba, Dennis M.	6401	236.015-4-51	PS	V Sylvan Beach/Wienna	27th Ave			\$44.93
11-1-28	Kocyba, Dennis	6401	236.015-4-50	OZ	V Sylvan Beach/Wienna	Pleasant Ave	3	\$7,500	\$1,762.82
11-1-34	Mahoney, Bernard	6401	236.015-4-49	UW	V Sylvan Beach/Wienna	Pleasant Ave	3	\$3,000	\$1,762.82
11-1-51	Seymore, Donald L.	4089	315.019-2-1.1	PO	Kirkland	4918 Westmoreland Road	58	\$8,500	\$19,123.67
11-1-45	Roberts, Christopher	3400	54.000-1-31	IO	Florence	Florence Hill Road Lot 5	31	\$3,500	\$1,792.56
11-1-02	Arthur, Robert W.	2889	395.000-2-32	QK	Bridgewater	Mapledale Road Es	30	\$500	\$1,741.92
11-1-04	Bank of New York	6800	300.000-1-46	LT	Westmoreland	Jenkins Road	5	\$9,000	\$1,790.66
11-1-13	Cucchiara, Michael	1600	319.54-3-53	RZ	Ulica	509 Hubbell Street	59	\$10,500	\$1,996.88
11-1-17	Dunne/Excelsior Concepts Co	6401	252.007-3-1	LJ	V Sylvan Beach/Wienna	1404 Vienna Road	28	\$30,000	\$21,075.56
11-1-19	Fellows, Dennis	4889	329.006-3-16.1	VQ	New Hartford	(LANDLOCKED) Chenango Road	30	\$100	\$3,415.08
11-1-38	Ostrander, Travis E	4400	279.000-2-26	PD	Marcy	6171 Trenton Road Ws	22	\$24,000	\$14,139.29
11-1-39	Paolozzi, Joseph A	3600	190.000-1-1.2	IP	Floyd	8499 Wynn Rd	72	\$12,000	\$27,277.33
11-1-41	Pett, Thomas L Sr	2801	407.010-1-34	MM	V Bridgewater/Bridgewater	NYS Rt 8	32	\$15,000	\$26,481.96
11-1-18	Fallon, Terrance D.	4400	278.000-2-12.3	NS	Marcy	(LANDLOCKED) Ray Rd Ss	33	\$1,400	\$969.79
11-1-15	Echeverri, Oscar	5289	142.002-1-48	SC	Remsen	Mountain View Place Ns	25	\$1,750	\$3,848.30
11-1-22	Hodges, Barbara	6089	309.019-1-2.2	RV	Vernon	(LANDLOCKED) End of Highland Ave	76	\$600	\$1,763.07
11-1-42	Peterson, Willard Jr	5289	142.002-6-26	SI	Remsen	Oneida Street	64	\$300	\$410.15
11-1-33	Lyness, James P	3200	294.000-1-3	JK	Deerfield	Rt 12	71	\$1,250	\$1,277.12
11-1-03	Arthur, Robert W.	3600	208.000-1-58	PT	Floyd	Edwards Road	42	\$1,750	\$3,848.30
11-1-14	Delaney, Patrick M	4889	349.008-2-37	XV	New Hartford	Huxford Ave	19	\$500	\$3,048.59
11-1-11	Colfer, Daniel	6800	300.000-1-47	MM	Westmoreland	Skinner Road	5	\$3,000	\$1,599.56
11-1-16	Elliott, Michael W	5089	356.000-2-43	QZ	Paris	NYS Rte 8	47	\$2,100	\$2,432.38
11-1-37	Mitchell, Nelson C	4089	327.006-1-13.7	VJ	Kirkland	5666 Canal Street	82	\$36,000	\$16,002.77
						5 Rose Lane	85	\$70,000	\$24,073.10

Sandra J. DePerno
County Clerk

Diane B. Abraham
1st Deputy Clerk



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

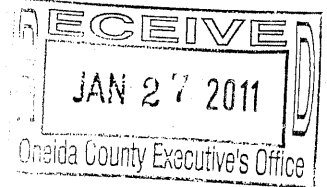
CLERK OF ONEIDA COUNTY

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

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

January 27, 2011

FN 20 11 - 073



Hon. Anthony J. Picente
Oneida County Executive
Oneida County Office Building
800 Park Ave
Utica, NY 13501

INTERNAL AFFAIRS

WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
2015 FEB 10 PM 11:47

Dear County Executive Picente:

I am requesting the Board of Legislators consideration and approval of an increase in the expenses necessary to collect the mortgage tax receipts. This is based on Section 262 of the Tax Law. As provided in Tax Law Section 262, the requested reimbursement must be approved by the Tax Commission and accompanied by a resolution approved and passed by the Board before April 1, 2011. This process was developed eight years ago to make yearly increases based on the rate of inflation rather than make larger increases at longer intervals. The expenses the Clerk's office incurs went up this year and the current rate does not adequately reimburse the Clerk's Office for the cost of collecting this tax.

The Clerk's Office is requesting that we be allowed to charge the State of New York the actual cost of annually collecting the mortgage tax proceeds. We are requesting that the current charge be raised based on the increased yearly cost incurred by the County to \$412,048.00. As stated above, this increase requires Board action and must be to the STATE OF NEW YORK BY APRIL 1ST, 2011 in order to take effect.

Respectfully,

Sandra J. DePerno
Oneida County Clerk

Cc: Hon. Gerald J. Fiorini, Chairman of the Board
Michael Waterman, Chairman Internal Affairs Committee

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

Anthony J. Picente, Jr.
County Executive

Date 3/3/11

MORTGAGE TAX COLLECTION EXPENSE 2011

<u>Personnel</u>	<u>A</u> <u>Percent</u>	<u>B</u> <u>Base Salary</u>	<u>C</u> <u>Fringe Benefits</u> <u>B x 42%</u> 42%	<u>D</u> <u>Salary plus Fringe</u> <u>B + C</u>	<u>Annual Salary Cost</u> <u>A x D</u>
County Clerk	9%	\$63,299	\$26,586	\$89,885	\$8,090
1st Deputy Clerk	36%	\$38,060	\$15,985	\$54,045	\$19,456
2nd Deputy Clerk - #22	36%	\$50,896	\$21,376	\$72,272	\$26,018
Deputy Clerk - #1N	36%	\$37,518	\$15,758	\$53,276	\$19,179
Deputy County Clerk - #4	36%	\$29,240	\$12,281	\$41,521	\$14,947
Deputy County Clerk - #5	36%	\$28,740	\$12,071	\$40,811	\$14,692
Deputy County Clerk - #6	36%	\$28,740	\$12,071	\$40,811	\$14,692
Senior Clerk - #14	50%	\$38,199	\$16,044	\$54,243	\$27,121
Senior Clerk - #23	36%	\$20,974	\$8,809	\$29,783	\$10,722
Senior Clerk - #15	45%	\$20,974	\$8,809	\$29,783	\$13,402
Senior Clerk - #21	10%	\$21,691	\$9,110	\$30,801	\$3,080
Senior Clerk - #18	65%	\$38,199	\$16,044	\$54,243	\$35,258
Senior Clerk - #16	36%	\$34,114	\$14,328	\$48,442	\$17,439
Senior Clerk - #17	50%	\$36,026	\$15,131	\$51,157	\$25,578
Senior Clerk - #8	50%	\$32,980	\$13,852	\$46,832	\$23,416
EMPLOYEE SUB-TOTAL					\$273,091

<u>OTHER COSTS</u>	<u>A</u> <u>Percentage</u>	<u>B</u> <u>Monthly Fee</u>	<u>C</u> <u>No. of Months</u>	<u>Annual Cost</u> <u>A x B x C</u>
Computer Support Costs	27%	\$14,200	12	\$46,008
Postage	100%	\$2,510	12	\$30,120
General Office Supplies	12%	\$2,000	12	\$2,880
Copy Costs	100%	350	12	\$4,200
TOTAL				\$83,208

	<u>A</u> <u>No. of Cubic Feet</u>	<u>B</u> <u>Cost Per Foot</u>	<u>C</u> <u>No. of Months</u>	<u>Annual Cost</u> <u>A x B x C</u>
Storage Space (Inactive)	35	\$6	12	\$2,520
TOTAL				\$2,520

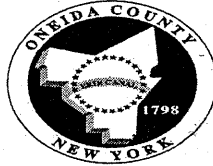
<u>OFFICE SPACE/LIGHT/HEAT</u>	<u>A</u> <u>Percentage</u>	<u>B</u> <u>No. of Square Feet</u>	<u>C</u> <u>Cost Per Foot</u>	<u>D</u> <u>No. of Months</u>	<u>Annual Cost</u> <u>A x B x C x D</u>
General Office Area	40%	500	\$18.12	12	\$43,488
Mortgage Tax Clerk Office	80%	56	\$18.12	12	\$9,741
TOTAL					\$53,229

TOTAL OTHER COSTS \$138,957

TOTAL ALL COSTS TO ONEIDA COUNTY

\$412,048

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

February 7, 2011

FN 20 11-074

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

HUMAN RESOURCES

WAYS & MEANS

LEGISLATURE
11:07

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.

The Purchase of Services Agreement with the Oneida County District Attorney's Office provides assessments of possible fraud referrals for prosecution.

The Oneida County District Attorney's Office receives referrals from the Department of Social Services of alleged applicant or recipient frauds and where appropriate, will prosecute or assist in the proper disposition and resolution of the same.

This Agreement is scheduled to become effective April 1, 2011 through March 31, 2012. The District Attorney's Office was paid \$ 70,347.00 for services from July 1, 2009 through June 30, 2010 with a local cost of 17.82 % or \$ 12,535.84.

I am respectfully requesting that this matter be forwarded to the Board of Legislators for action. 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 2/14/11

2/7/11
24701

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Oneida County District Attorney
800 Park Avenue, 9th Floor
Utica, New York 13501

Title of Activity or Services: Assessment of possible fraud referrals for prosecution.

Proposed Dates of Operations: April 1, 2011 through March 31, 2012

Client Population/Number to be Served: Individuals or families in receipt of or applicants for Family Assistance, Safety Net, Food Stamps Program, Medicaid, Daycare, HEAP and any Social Services entitlement programs.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

The Department will refer all cases of possible fraud to the District Attorney's office for review, prosecution and disposition as they deem appropriate.

2). Program/Service Objectives and Outcomes -

1. The Department will refer to the District Attorney appropriate cases of alleged applicant or recipient fraud related to any Social Services Program.
2. The District Attorney shall accept such referrals from the Department and, where appropriate, prosecute or assist in the proper disposition and resolution of same.
3. The Department shall provide the District Attorney with all pertinent information needed to complete the fraud investigation, including, but not limited to, the computation of overpayments for cases of alleged fraud.

3). Program Design and Staffing Level -

Total Funding Requested: Fee for case basis from \$ 253 for a case review and returned to the Department to \$ 2,583.00 for a complete investigation, preparation, filing of accusatory instrument, Grand Jury presentation and disposition including trial. No increase to fees over the current Contract.

Oneida County Dept. Funding Recommendation: Account #: A6010.49535

Mandated or Non-mandated: Mandated Service

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

Federal	52.99 % - \$ 37,276.87
State	29.19 % - \$ 20,534.29
County	17.82 % - \$ 12,535.84

Cost Per Client Served: Fees listed are on a case by case basis from a simple review to a trial:

- \$ 253.00 - Cases reviewed by the District Attorney's Office and sent back to the Department of Social Services for appropriate action--DCA'S Administrative Hearings, etc.,
- \$ 430.00 - Complete investigation and preparation of the filing of an Accusatory Instrument through the disposition of cases in Lower Criminal Court without a trial.
- \$ 1,148.00 - Complete investigation and preparation of the filing of an Accusatory Instrument through the disposition of cases in Lower Criminal Court including trial.
- \$ 1,089.00 - Complete investigation and preparation of the filing of an Accusatory Instrument through the disposition of cases in County Court without trial --included are Grand Jury presentations and dispositions through a Superior Court.
- \$ 2,583.00 - Complete investigation and preparation of the filing of Accusatory Instrument and Grand Jury Presentations through the disposition of cases in County Court including trial.

Past performance Served: The Department has contracted with the District Attorney's Office since 1992 for this service. The Department paid this provider \$ 70,347.00 for the period July 1, 2009 through June 30, 2010.

O.C. Department Staff Comments: The Department is not able to provide this service through the DSS Legal Department. The Department is satisfied with the provider's service.

AGREEMENT

BETWEEN

ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES

AND

ONEIDA COUNTY DISTRICT ATTORNEY'S OFFICE

THIS AGREEMENT, by and between the ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES (hereinafter referred to as the Department), and the ONEIDA COUNTY DISTRICT ATTORNEY'S OFFICE (hereinafter referred to as the DISTRICT ATTORNEY) is effective when signed by both parties hereto and approved by an appropriate official of the New York State Department of Social Services.

WITNESSETH:

WHEREAS, Part 399.4 of Title 18 of the Codes, Rules and Regulations of the State of New York requires the Department to refer to the District Attorney all cases wherein reasonable grounds exist to believe that fraud was committed; and

WHEREAS, Section 700 of the County Law of the State of New York requires the District Attorney to conduct all prosecutions for crimes and offenses cognizable by the courts of the County for which he shall have been elected or appointed; and

WHEREAS, New York State Department of Social Services Administrative Letter, 80-ADM-86, dated October 27, 1980, provides the standards for cooperative agreements and interagency contracts with other local governmental units for available reimbursement for prosecution of Family Assistance, Safety Net and Food Stamp Intentional Program Violations, and

WHEREAS, it is appropriate that the parties hereto enter into a written agreement setting forth their respective duties under the above-stated provisions of State and Federal Law;

NOW, THEREFORE, it is agreed and understood as follows:

1. The Department will refer to the District Attorney appropriate cases of alleged applicant or recipient fraud related to the Family Assistance, Safety Net, Food Stamp Program, Medicaid, Daycare, HEAP and any Social Services entitlement programs.

2. The District Attorney shall accept such referrals from the Department and, where appropriate, prosecute or assist in the proper disposition and resolution of same.

3. The Department shall provide the District Attorney with all pertinent information needed to complete the fraud investigation, including, but not limited to, the computation of overpayments for cases of alleged fraud.

4. The Department agrees to accrue revenue for the District Attorney for its expenditures incurred, pursuant to this Agreement, in investigating and prosecuting cases to the extent that Federal and State accrued revenue are available to the Department for such expenditures.

5. Revenues will be accrued on a case-by-case basis, with respect to each case referred by the Department, the following will apply:

(a) Cases reviewed by the District Attorney's Office and sent back to the Department of Social Services for appropriate action--DCA'S Administrative Hearings, etc., \$ 253.00

(b) Complete investigation and preparation of the filing of an Accusatory Instrument through the disposition of cases in Lower Criminal Court without a trial. \$ 430.00

(1) Complete investigation and preparation of the filing of an Accusatory Instrument through the disposition of cases in Lower Criminal Court including trial. \$ 1,148.00

(c) Complete investigation and preparation of the filing of an Accusatory Instrument through the disposition of cases in County Court without trial --included are Grand Jury presentations and dispositions through a Superior Court information. \$ 1,089.00

(d) Complete investigation and preparation of the filing of Accusatory Instrument and Grand Jury Presentations through the disposition of cases in County Court including trial. \$ 2,583.00

6. The District Attorney agrees to prosecute those individuals that;

- a.) Refuse to sign the Disqualification Consent Agreement after it has been accepted by the District Attorney's Office
- b.) Fail to fulfill the terms of the Disqualification Consent Agreement that has been accepted by the District Attorney's Office and signed by the client.

7. The District Attorney when prosecuting for a Family Assistance-IPV, Safety Net-IPV or Food Stamp-IPV shall insure that the defendant was advised on the record of the disqualification provisions contained in Social Services Law Section 145C and Regulations 18 New York Codes Rules and Regulations 359.9 in any court proceeding and that the order confirming Disqualification Consent Agreement is signed by the court and a copy forwarded to the Department.

(a) In the event the District Attorney does not have the order signed and a copy forwarded to the Department--the Department shall be released from its contractual obligation for reimbursement to the District Attorney for each order not signed and / or each copy not forwarded to the Department

8. This Agreement shall be effective on April 1, 2011 and shall terminate on March 31, 2012 and maybe renewed agreeable to each party, and completed prior to the end of the term of this agreement.

9. The District Attorney shall not subcontract, assign, transfer, convey, or otherwise dispose of, this Agreement or the District Attorney's right, title or interest therein, or the District Attorney's power to execute this Agreement to any other person or corporation without prior written approval of the Department (which shall be attached to the original Agreement) and subject to such conditions and provisions as the Department may deem necessary. No such approval by the Department of any subcontract, assignment, transfer conveyance or other disposition shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the Department in addition to the total agreed upon prices.

10. If and so long as Federal and State reimbursement is available therefore, the District Attorney shall furnish services to the Department in accordance with standards prescribed by the Department and by the State Department of Social Services.

11. Federal and State reimbursement will be available to the District Attorney for the increased enforcement of Family

Assistance, Safety Net and Food Stamp fraud. The District Attorney may claim such reimbursement only for "eligible activity" as set forth in Section 277.15(e) of Title 7 of the Code of Federal Regulations. "Eligible activity" includes increased costs directly attributable to employees assigned specifically to Family Assistance, Safety Net and Food Stamp fraud investigations and prosecution functions, as well as appropriate indirect costs related to these functions. Such employees need not be assigned full time.

12. The District Attorney agrees to maintain books, records, documents, and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct costs of any nature expended in the performance of this Agreement.

(a) These records shall be subject at all reasonable times for inspection, review or audit by State personnel and other personnel duly authorized by the Department, as well as by Federal personnel.

(b) The District Attorney agrees to include these requirements in all subcontracts and assignments.

13. The District Attorney agrees to collect statistical data of a fiscal nature on a regular basis and to make fiscal statistical reports at times prescribed by and on forms furnished by the Department. The District Attorney agrees to include these requirements in all subcontracts and assignments.

(a). The District Attorney (or his designee) agrees to meet with the Department (the Resource Consultant or his designee), at the Department's location on the first and third Thursday of every month to review progress of pending cases and review paperwork. The District Attorney agrees to personally meet with the Department (the Resource Consultant) at least annually at the District Attorney's location to discuss services and any problems encountered.

14. The District Attorney agrees to maintain program records required by the Department and agrees that a program and facilities review, including meetings with interviewees, review of service records, and review of service policy and procedural issuances, review of staffing ratios and job descriptions, and meetings with any staff directly or indirectly involved in the provision of services may be conducted at a reasonable time by appropriate State and Federal personnel and other persons duly authorized by the Department.

15. The District Attorney agrees to maintain the

confidentiality of information relating to recipients of Food Stamps, Public Assistance and care and other benefits in the State of New York in accordance with 42 USC 1396(a)(7) and 42 CFR 431.300, 42 USC 602(a)(9) and 45 CFR 205.50, 7 USC 2020(e)(8), and the New York Social Services Law, Sections 136 and 369(3) as well as other applicable provisions of Federal and New York State Law.

16. The District Attorney agrees to comply with all applicable laws, rules, regulations and other requirements of the Federal government, the Department of Health and Human Services, the United States Department of Agriculture, the State of New York, and the State Department of Social Services.

17. The District Attorney shall make available all official records relating to this operation under this agreement and to allow auditors from the Department, the State Department of Social Services, the Comptroller of the State of New York, the United States Department of Health and Human Services, and the United States Department of Agriculture to inspect, examine and audit such records. All such records maintained by and belonging to the District Attorney shall be maintained for six (6) years from the date of submission of the annual financial status report of the relevant fiscal year to which they apply.

18. Any modification, alterations or variations of this Agreement shall only be valid when they have been reduced to writing, duly signed and attached to the original of this Agreement. The parties agree to renegotiate if Federal revision of any applicable laws or regulations make changes in this Agreement necessary.

19. This Agreement may be terminated, in whole or in part, by either party, upon thirty (30) days written notice to the other party, or immediately in the event that Federal or State reimbursement for fraud investigations and prosecutions is not forthcoming or is terminated.

20. In the event this Agreement is terminated, suspended, revoked, nullified, or voided, the Department, as a settlement, agrees to process the claim and accrue the revenues for the District Attorney for services performed under this Agreement which have been completed prior to such termination, suspension, revocation, nullification, or voiding. The Department may, at its discretion, process other necessary and proper costs, which the District Attorney could not reasonably avoid, for services begun but not completed prior to termination, suspension, revocation, nullification, or voiding of this Agreement; provided such cost would have otherwise been allowable.

21. During the performance of this Agreement, the District

Attorney agrees as follows:

(a) The District Attorney will not discriminate against any employee or applicant for employment because of age, race, creed, sex, color, or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination because of race, creed, sex, color, or national origin. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, motion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training and retraining, including apprenticeship and on-the-job training.

(b) The District Attorney will send to each labor union or representative of workers with whom he has or is bound by a collective bargaining or other agreement or understanding, a notice to be provided by the State Division for Human Rights, advising such labor union or representative of the District Attorney's Agreement under clauses (a) through (g) (hereinafter called "non-discrimination clauses"). If the District Attorney was directed to do so by the contracting agency as part of the bid or negotiation of the Agreement, the District Attorney shall request such labor union or representative to furnish him with a written statement that such labor union or representative will not discriminate because of age, race, creed, sex, color, or national origin and that such labor union or representative either will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of those non-discrimination clauses or that it consents and agrees that recruitment, employment and the terms and conditions of employment under this Agreement shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the District Attorney shall promptly notify the State Division of Human Rights of such failure or refusal.

(c) The District Attorney will post and keep posted, in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Division for Human Rights setting forth the substance of the provisions of clauses (a) and (b) and such provisions of the State's Laws against discrimination as the State commissioner of Human Rights shall determine.

(d) The District Attorney will state, in all solicitations or advertisements for employees placed by or on behalf of the District Attorney, that all qualified applicants will be

afforded equal opportunities without discrimination because of age, race, creed, sex, color or national origin.

(e) The District Attorney will comply with the provisions of the Civil Rights Act of 1964, as amended by Executive Order 11246, 41 CFR Part 60, Section 504 of the Rehabilitation Act of 1973 and 45 CFR Parts 84 and 85.

(f) This Agreement may be forthwith canceled, terminated, or suspended, in whole or in part, by the Department, upon the basis of a finding made by the State Commissioner of Human Rights that the District Attorney has not complied with these non-discrimination clauses, and the District Attorney may be declared ineligible for further Agreements made by or on behalf of the State or a public authority or agency of the State, until he satisfies the Commissioner of Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the State Commissioner of Human Rights after conciliation efforts by the State Division for Human Rights have failed to achieve compliance with these non-discrimination clauses and after verified complaint has been filed with the State Division for Human Rights, notice thereof has been given to the District Attorney and an opportunity has been afforded him to be heard publicly before the State Commissioner of Human Rights or his designee. Such sanctions may be imposed and remedies invoked independently of, or in addition to, sanctions and remedies otherwise provided by law.

(g) The District Attorney will include the provisions of clauses (a) through (f) in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The District Attorney will take such action in enforcing such provisions of such subcontract or purchase order as the Department may direct, including sanctions or remedies for non-compliance. If the District Attorney becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the District Attorney shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

(h) Pursuant to Oneida County Board of Legislators Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by performance of this Contract by Contractor and any subcontractors. Upon awarding of this

contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

(i) The Contractor, as a Business Associate of the Department, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA", as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the Department. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply the Standards for Privacy of Individually Identifiable Health Information, commonly referred to as the Privacy Rule;
2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically;
3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the Department's clients;

This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the Department in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the Department, except that:

1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
2. The Contractor may provide data aggregation services relating to the health care operations of the Department.

The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in the Agreement;
3. Report to the Department any use or disclosure of the information not provided for by this Agreement of which the Contractor becomes aware;
4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the Department agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
5. Make available protected health information in accordance with 45 CFR § 164.524;
6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the Department available to the Secretary of Health and Human Services for purposes of determining the Department's compliance with 45 CFR § 164.504(e)(2)(ii); and
9. At the termination of this Agreement, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the Department that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Agreement to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

The Contractor agrees that this Agreement may be amended if any of the following events occurs:

1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;

2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the Department's HIPAA compliance, or
3. There is a material change in the business practices and procedures of the Department.

Pursuant to 45 CFR § 164.504(e)(2)(iii), the Department is authorized to unilaterally terminate this contract if the Department determines that the Contractor has violated a material term of this Agreement.

The obligations of the parties hereunder are conditioned upon the continued availability of Federal and/or New York State funds for the purposes set forth in this Agreement.

Should funds become unavailable or should appropriate Federal or New York State officials fail to approve sufficient funds for completion of the services or programs set forth in this Agreement, the Department shall have the option to immediately terminate this Agreement upon providing written notice to the Contractor. In such an event, the Department shall be under no further obligation to the Contractor other than payment for costs actually incurred prior to termination and in no event will the Department be responsible for any actual or consequential damages as a result of termination.

This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto. No waiver, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

This Agreement shall be binding upon both parties when fully signed and executed and upon approval of the appropriate legislative bodies where required.

Date: _____

Oneida County Executive: _____

Anthony J. Picente Jr., Oneida County Executive

Approved as to Form _____

Oneida County Attorney

Date: _____

Oneida County Department of Social Services: _____

Lucille A. Soldato, Commissioner

Date: 2/2/11

Agency: Oneida County District Attorney's Office

Authorized Signature: *Scott D. McNamara*

Print Authorized Name: Scott D. McNamara

Title: District Attorney

CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification included in the regulations before completing the form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Non-Procurement) and Government-Wide Requirements for Drug-Free Workplace (Grants)." The certificate shall be treated as a material representation of fact upon which reliance will be placed when the Department of Labor determines to award the covered transaction grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
- (b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110;

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

A. The applicant that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace;
2. The grantee's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance program; and
4. The penalties that may be imposed upon employee for drug abuse violation occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the grant, the employee will-

1. Abide by the terms of the statement and;
2. Notifying the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing within 10 calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual police of such conviction. Employers of convicted employees must provide notice, including position title, to : Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected grant.

(f) Taking one of the following action, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

- B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street, address, city, county, state, zip code).

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

- A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected grant.

Check if there are workplaces on file that are not identified here.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

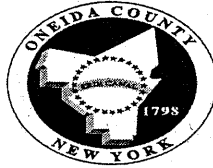
Oneida County District Attorney's Office
NAME OF APPLICANT (GRANTEE/SUBGRANTEE)

Scott J. McNamara District Attorney
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Scott J. McNamara
SIGNATURE

2/2/11
DATE

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

February 7, 2011

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

FN 20 11 - 075
HUMAN RESOURCES
WAYS & MEANS

1:07
SIGNATURE

Dear Mr. Picente:

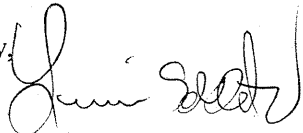
I am submitting the following Purchase of Services Agreement for review and approval by the Board of Legislators per Board Resolutions and Local Law #3 of 2001, amending Article VIII, Section 802 of the Administrative Code.

The Purchase of Service Agreement with the Rome Police Department ensures a Rome Police officer who is competent and trained in the area of Child Sexual Abuse investigation will participate at the Child Advocacy Center.

The Child Advocacy Center has been in effect since 1990. The Advocacy Center is multidisciplinary encompassing Law Enforcement, Child Protective Services, the District Attorney's Office and medical providers with this multidisciplinary approach.

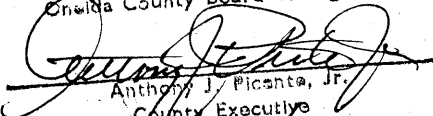
This Agreement is scheduled to become effective January 1, 2011 - December 31, 2011. The total budget for participation of a Rome Police Officer is \$ 84,875. The City of Rome will contribute 20% of the cost of this Agreement, which is \$ 16,975 to support this effort there is a local cost of 7.88 % or \$6,688.15.

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 2/14/11

2/7/11
#18901

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: City of Rome Police Department
Child Advocacy Center
301 North James Street
Rome, New York 13440

Title of Activity or Services: Child Advocacy Center

Proposed Dates of Operations: January 1, 2011 through December 31, 2011

Client Population/Number to be Served:

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

Multidisciplinary team that will increase the number of convictions in Child Sexual Abuse cases with participation from all law enforcement agencies throughout Oneida County. The contract allows for (1) police officer from Rome, NY to be dedicated to the Child Advocacy Center.

2). Program/Service Objectives and Outcomes -

Provides for participation of a Rome Police Officer at the Child Advocacy Center. The Child Advocacy Center allows Oneida County Department of Social Services to:

- (1). establish a multidisciplinary team consisting of Law Enforcement, District Attorney's Office, Child Protective Services and Medical Providers Rape Crisis.
- (2). Increase percentage of reported Child Sexual Abuse case that are indicated, prosecuted, and convicted.
- (3). Decrease the number of interviews with the child, level of trauma to the child and secondary victims.

3). Program Design and Staffing Level -

1 Rome Police Officer to work with a multidisciplinary team consisting of:

- 1 Full-Time Oneida County Deputy Sheriff
- 1 Full-Time Utica Police Officer
- 1 Full -Time Child Advocacy Administrator through the District Attorney Office

Total Funding Requested:

Total Cost	=	\$ 84,875
Funding through Federal, State and DSS	=	\$ 67,900
Funding through Rome Police Department	=	\$ 16,975

Oneida County Dept. Funding Recommendation: Account #: A6011.49537

Mandated or Non-mandated: The Department is mandated to investigate instances of alleged abuse or neglect.

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

Federal	38.39 %	\$ 32,583.51
State	33.73 %	\$ 28,628.34
County	7.88 %	\$ 6,688.15
City	20.00 %	\$ 16,975.00

Cost Per Client Served:

Past performance Served: The Department has had a contract with the Rome Police Department as part of the Child Advocacy Center since 1990. The 2010 total contract was for \$ 84,875. The City of Rome paid 20% of the cost of the Contract since 2002 and will continue in 2011 in the amount of \$ 16,975 leaving the cost funded through the Department \$ 67,900.

O.C. Department Staff Comments: The Department is satisfied with the service provided.

AGREEMENT

THIS AGREEMENT, made and entered in to, by and between the Oneida County Department of Social Services, an Agency of the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York and having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501, (hereinafter called Department), and THE CITY OF ROME, NEW YORK, a municipal corporation organized and existing under the laws of the State of New York, with its principal place of business located at City Hall-On-The-Mall, Rome, New York 13440 (hereinafter referred to as Contractor).

RECITALS:

WHEREAS, the Department has need for a more intensive and coordinated approach to the investigation of Child Sexual Abuse.

WHEREAS, the Department desires to establish a Child Advocacy Center to meet the following goals:

1. Maintain a multidisciplinary team consisting of experienced and trained personnel from CPS, law enforcement, medical providers Rape Crisis, and the District Attorney's office,
2. Increase the percentage of reported child sexual abuse cases that are indicated, prosecuted and convicted,
3. Decrease the number of necessary interviews with the child victim,
4. Decrease the level of trauma to the child victims and secondary victims,
5. Maintain a child-oriented interview setting,
6. Maintain accurate records of reports, arrests, prosecutions, and convictions,
7. Provide on-going training, and
8. Increase the number of victims, secondary victims, and perpetrators receiving appropriate treatment and services.

WHEREAS. The Contractor desires to participate in the Child Advocacy Center by and through its Police Department, now, therefore,

IT IS AGREES BY THE PARTIES HERETO AS FOLLOWS:

1. The Contractor shall provide a full-time police officer, assigned solely to Department for participation in the Child Advocacy Center for forty (40) hours per week.
2. Contractor agrees that said police officer shall perform duties as part of the Child Advocacy Center:
 - a. Investigate allegations of the sexual abuse of children;
 - b. Interview victims using appropriate techniques agreed upon by the Child Advocacy Center and which comply with rules and regulations of Rome Police Manual;
 - c. Interrogate suspects and possible witnesses at the discretion of and under the direction of the District Attorney;
 - d. Gather and process evidence on cases assigned to police officer;
 - e. Work in tandem with the Child Protective Services Caseworker at the Child Advocacy Center;
 - f. Attend meetings of the Child Advocacy Center and assist in developing the methods and means for operation at the Child Advocacy Center;
 - g. Attend all training necessary to the satisfactory performance of the duties set forth in this Agreement.
3. Contractor and Department agree that all information exchanged is confidential and shall be used only for the purpose of this Agreement
4. Contractor shall comply with the Civil Rights Act of 1964, as amended by Executive Order 11246, 41 CER Part 60, Section 504 of the Rehabilitation Act of 1973 and 45 CFR Parts 84 and 85.
5. Pursuant to Oneida County Board of Legislators Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by performance of this Contract by Contractor and any subcontractors. Upon awarding of this contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

6. Contractor shall not discriminate or refuse assistance to individuals with AIDS or HIV infections.
7. Contractor agrees to inform its staff, to whom confidential HIV related information may be given as necessity for providing services and in accordance with 403 of Title 18 NYSDSS regulation and Section 2782 of the Public Health Law, of the penalties and fines for redisclosure of said information.
8. The Contractor shall include the following written statement when disclosing any confidential HIV related information:

" This information has been disclosed to you from confidential records which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure."
9. The Contractor, as a Business Associate of the Department, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA", as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the Department. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply the Standards for Privacy of Individually Identifiable Health Information, commonly referred to as the Privacy Rule;
 2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically;
 3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the Department's clients;

This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the Department in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use

or disclosure were done by the Department, except that:

1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
2. The Contractor may provide data aggregation services relating to the health care operations of the Department.

The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in the Agreement;
3. Report to the Agency any use or disclosure of the information not provided for by this Agreement of which the Contractor becomes aware;
4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the Department agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
5. Make available protected health information in accordance with 45 CFR § 164.524;
6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the Department available to the Secretary of Health and Human Services for purposes of determining the Department's compliance with 45 CFR § 164.504(e)(2)(ii); and
9. At the termination of this Agreement, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the Department that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Agreement to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

The Contractor agrees that this Agreement may be amended if any of the following events occurs:

1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified

by Congress or the Department of Health and Human Services;

2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the Department's HIPAA compliance, or
3. There is a material change in the business practices and procedures of the Department.

Pursuant to 45 CFR § 164.504(e)(2)(iii), the Department is authorized to unilaterally terminate this contract if the Department determines that the Contractor has violated a material term of this Agreement.

10. The Department shall reimburse Contractor for the services of the aforesaid police officer in the total annual amount of \$ 60,070.00 for salary, \$ 19,805.00 for fringe benefits and \$5,000.00 for overtime. The total cost of the contract is \$ 84,875.00 the County will reimburse the City of Rome 80% of the Actual cost not to exceed \$ 67,900.00 Any time spent by an investigator that is not related to the mission of the Child Advocacy Center without the prior approval of the law enforcement coordinator will not be reimbursed. Any expenses or financial obligations made by the investigator without the prior approval of the law enforcement coordinator will become the responsibility of the Contractor
11. Department shall make monthly payments to Contractor of the contract amounts upon the submission of an Oneida County voucher, containing the contract number, contract name, any attached data, as well as the police officer's salary and fringe benefits, Certified copies of the assigned investigator's official time sheets will be attached to the voucher. Rate of pay and fringe benefits shall comply with the provisions of the currently negotiated Police Benevolent Association contract. Adjustments to salary and fringe benefits paid by Department shall be made upon the submission of a new or revised contract and statement of applicable salary and fringe benefits changes.
12. The Contractor shall make available all records relating to this Agreement for a period of six (6) years said records shall be available for audit by the New York State Department of Social services, New York State Audit and Control and the Department of Health and Human Services upon request.
13. The Contractor agrees to provide an Annual Certification as attached pertaining to this contract as part of the Contractor's Annual Independent Audit.
14. This Agreement shall commence January 1, 2011 and terminate on December 31, 2011. This agreement is subject to re-negotiation within 30 days of the expiration date. Time is of the essence.
15. Either party may, upon thirty (30) days written notice to the other party, terminate this Agreement.

16. No representations or promises shall be binding on the parties to this Agreement except those representations and promises contained herein or in some future writing signed by the parties making such representations or promises.
17. Neither Contractor nor Department shall assign or transfer this Agreement or any part thereof, or any interest, right or privilege therein without written consent of the other party.
18. If any provision of this Agreement is illegal, the remainder of the Agreement shall not be affected thereby.
19. Said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants contained herein.
20. It is further expressly agreed that the Contractor will hold the Department and the County of Oneida harmless from any liability arising from any act of omission or commission by the Contractor with respect to this Agreement or any terms hereof.
21. This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto. No waiver, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.
22. This Agreement shall be binding upon both parties when fully signed and executed and upon approval of the appropriate legislative bodies where required.

Date: _____

Oneida County Executive: _____

Anthony J. Picente Jr., Oneida County Executive

Approved as to Form _____

Oneida County Attorney

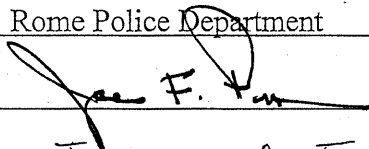
Date: _____

Oneida County Department of Social Services: _____

Lucille A. Soldato, Commissioner

Date: 1/19/11

Agency: Rome Police Department

Authorized Signature: 

Print Authorized Name: JAMES F. BROWN

Title: MAYOR, CITY OF ROME

18901

ROME POLICE DEPARTMENT
2011 BUDGET

SALARY	\$ 60,070.00
FRINGE	\$ 19,805.00
OVERTIME	\$ <u>5,000.00</u>
TOTAL	\$ 84,875.00

County Share (80%)	\$ 67,900.00
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City Share (20%)	\$ 16,975.00
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CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification included in the regulations before completing the form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Non-Procurement) and Government-Wide Requirements for Drug-Free Workplace (Grants)." The certificate shall be treated as a material representation of fact upon which reliance will be placed when the Department of Labor determines to award the covered transaction grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
- (b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110;

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

A. The applicant that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace;
2. The grantee's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance program; and
4. The penalties that may be imposed upon employee for drug abuse violation occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the grant, the employee will-

1. Abide by the terms of the statement and;
2. Notifying the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing within 10 calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual police of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected grant.

(f) Taking one of the following action, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

- B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street, address, city, county, state, zip code).

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

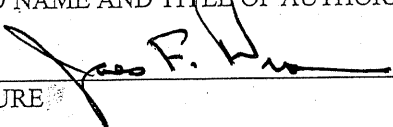
- A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
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Check if there are workplaces on file that are not identified here.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

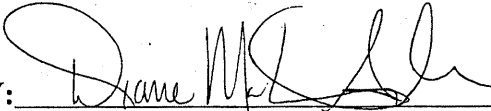
NAME OF APPLICANT (GRANTEE/SUBGRANTEE) City of Rome NY

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE James F. Brown, Mayor

SIGNATURE  DATE 1/19/11

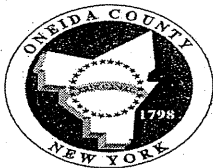
PURSUANT TO SECTION 171 OF THE ROME CITY CHARTER,
I HEREBY CERTIFY THAT THE CITY OFFICER WHO
ENACTED THE SUBJECT CONTRACT ON BEHALF OF
THE CITY OF ROME HAD AUTHORITY AND POWER
TO SO ACT AND THAT SUCH CONTRACT IS IN
PROPER FORM AND PROPERLY EXECUTED.

THE CITY OF ROME, NEW YORK

BY: 

DIANE MARTIN-GRANDE
CORPORATION COUNSEL

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
2011 FEB 14 AM 11:17

February 7, 2011

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

FN 20 11-076

**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.

This Agreement is with the Oneida County Workforce Development which will provide Oneida County Department of Social Services with employment functions for employable recipients of Temporary Assistance. The purpose of this agreement is to consolidate employment services under one Oneida County Department.

The term of the Agreement is April 1, 2011 through December 31, 2011. The total cost for this Purchase of Services Agreement is \$ 354,718 there is no local cost to support this contract.

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

Thank you for your consideration.

Sincerely,

Lucille A. Soldato
Commissioner

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

Anthony J. Picente, Jr.
County Executive

Date 2/14/11

LAS/tms
attachment

1/26/11
67307

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization:

Oneida County Department Workforce Development
209 Elizabeth Street
Utica, New York 13501

Title of Activity or Services: Employment Unit

Proposed Dates of Operations: April 1, 2011 through December 31, 2011

Client Population/Number to be Served: Employable recipients of Temporary Assistance.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services: Workforce Development will provide the Department with Employment functions.

The Contractor will be responsible for but not limited too:

All assessments, employability plans, referral to activity, assignment to activity, actual attendance monthly, job attainment/loss, non-compliance, conciliation, end of activity, and narration on each case activity done according to State mandates and the Department's local Employment Plan.

Communicate with corresponding Temporary Assistance Worker pertinent information concerning case to include but not limited to: employability code changes, reimbursement requests, activity updates, and other general information concerning cases which would have an impact on budgeting or eligibility.

2). Program/Service Objectives and Outcomes This program designed to help Employable Family Assistance, Temporary Assistance for Needy Families and Safety Net recipients of Temporary Assistance to reduce their need for public assistance.

3). Program Design and Staffing Level –

Staffing: 1 Full-time Coordinator
1 Full-time Sr. Employment Advisor
4 Full-time Employment Advisors
2 Part-time Employment Advisors

Effective July 1, 2011 additional Staffing:

4 Full-time Employment Advisors

Total Funding Requested: \$ 354,718

Oneida County Dept. Funding Recommendation: Account # A6014.49543

Mandated or Non-mandated: Mandated

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

Federal	100 % =	\$ 354,718.00
State	0 % =	\$ 0.00
County	0 % =	\$ 0.00

Cost Per Client Served:

Past performance Served: This is the second phase with Workforce Development to provide this service. The cost of the contract for the period 4/1/11 – 12/31/11 is \$ 354,718.

O.C. Department Staff Comments: This contract will complete the transition of DSS Employment functions to Workforce Development.

The purpose of this contract is to consolidate employment services under one Oneida County Department. The Department of Social Services desires to delegate functions of the Employment Unit to Oneida County Workforce Development which will provide the services to employable recipients of Temporary Assistance which are currently being handled by the Department of Social Services.

Memorandum of Understanding

THIS Memorandum of Understanding, made and entered in to, by and between the Oneida County Department of Social Services, an Agency of the County of Oneida, a municipal corporation organized and existing under the Laws of the State of New York and having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501, (hereinafter called Department), and Oneida County Workforce Development, 209 Elizabeth Street, Utica, New York 13501 (hereinafter called Contractor).

WITNESSETH:

WHEREAS, the Oneida County Department of Social Services, desires to delegate functions of the Employment Unit to Oneida County Workforce Development,

WHEREAS, the Oneida County Workforce Development has the means and expertise to provide such service to the Department's employable (FA) Family Assistance ((FA)Family Assistance = (TANF)Temporary Assistance for Needy Families + (SN)Safety Net Families) and Safety Net recipients of Temporary Assistance,

NOW THEREFORE, It is understood that Workforce Development is to perform duties at the Department's Direction and the Contractor will be responsible for but not limited too:

All assessments, employability plans, referral to activity, assignment to activity, actual attendance monthly, job attainment/loss, non-compliance, conciliation, end of activity, and narration on each case activity must be done according to State mandates and the Department's local Employment Policy plan which would reported to State OTDA immediately, but not after the 15th of the following calendar month to derive statistics and participation rates. Reporting is via a PC based database - the Case Management System (CMS) which is updated and maintained by OTDA and coordinated with the Welfare Management System (WMS).

Communicate with corresponding Temporary Assistance Worker pertinent information concerning case to include but not limited to: employability code changes, reimbursement requests, activity updates, and other general information concerning cases which could have an impact on budgeting or eligibility.

Duties include:

Oneida County Workforce Development
Employment Unit

67307
April 1, 2011 - December 31, 2011

Page 2 of 11

Orientation/assessment have specific mandatory components including State and Local Forms, agreements, HIPAA acknowledgements, medical/psychiatric, drug-alcohol and domestic violence forms, employability plans, etc. Supportive services not limited to childcare and transportation assistance as well as diversion from Temporary Assistance and transitional services upon case closing are a required part of any assessment.

Contractor and its sub-contractors agrees to provide staffing in phases to include (1) full-time Coordinator, (1) full-time Sr. Employment Advisor, (4) full-time Employment Advisor and (2) part-time Employment Advisor and effective July 1, 2011 the program will become fully staffed and the contractor will provide an additional (4) full-time Employment Advisor's.

Once the program is fully staffed it will have (1) full-time Coordinator, (1) full-time Sr. Employment Advisor and (8) full-time Employment Advisor's and (2) part-time Employment Advisor's.

It is also understood the Contractor and its Sub-Contractors will maintain workload regardless of temporary staff vacancies.

It is further agreed between the Department and the Contractor that the contractor will be co-located within the Department's Rome and Utica Offices.

Contractor agrees to maintain and adequate staffing in both Utica and Rome any and all hours the building is open for business. The Contractor shall follow Oneida County hours of operation and Dress Code policies.

The term of the Contract is April 1, 2011 through December 31, 2011. The contract is not to exceed \$ 354,718.

The Commissioner of Social Service reserves the right to evaluate the job performance of the program which includes individuals chosen to perform the work and has the right to have reassigned any employee performing under the contract.

Pursuant to Oneida County Board of Legislators Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by performance of this Contract by Contractor and any subcontractors. Upon awarding of this contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid

Oneida County Workforce Development
Employment Unit

67307
April 1, 2011 - December 31, 2011

Waste Authority facilities.

The Contractor and any subsequent sub-contractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related illness.

The Contractor and any subsequent sub - contractor agrees that their staff to whom confidential HIV - related information may be given as a necessity for providing services and in accordance with 403 of Title 18 NYSDSS regulation and Section 2782 of the Public Health Law are fully informed of the penalties and fines for redisclosure in violations of State Law and Regulations.

The Contractor and any subsequent sub - contractor must include the following written statement when disclosing any confidential HIV - related information.

" This information has been disclosed to you from confidential records which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure."

The Contractor, as a Business Associate of the Department, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA", as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the Department. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply the Standards for Privacy of Individually Identifiable Health Information, commonly referred to as the Privacy Rule;
2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically;
3. Utilize an adequate amount of physical hardware,

including but not limited to filing cabinets, and locks on drawers, cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the Department's clients;

This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the Department in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the Department, except that:

1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
2. The Contractor may provide data aggregation services relating to the health care operations of the Department.

The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in the Agreement;
3. Report to the Department any use or disclosure of the information not provided for by this Agreement of which the Contractor becomes aware;
4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the Department agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
5. Make available protected health information in accordance with 45 CFR § 164.524;
6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the Department available to the Secretary of Health and Human Services for

purposes of determining the Department's compliance with 45 CFR § 164.504(e)(2)(ii); and

9. At the termination of this Agreement, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the Department that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Agreement to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

The Contractor agrees that this Agreement may be amended if any of the following events occurs:

1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the Department's HIPAA compliance, or
3. There is a material change in the business practices and procedures of the Department.

Pursuant to 45 CFR § 164.504(e)(2)(iii), the Department is authorized to unilaterally terminate this contract if the Department determines that the Contractor has violated a material term of this Agreement.

Payment will be made monthly by the Department upon submission by Contractor of a County Voucher, with fiscal explanation attached and other reports as required by the Department. The contractor will provide a final financial reconciliation upon completion of the program. The Contractor's financial records must be complete and available to the Department of Social Services fiscal staff for review and audit upon the Department's request.

The Department must receive any and all reports required by the State and or local district. Such reports must be submitted to the Oneida County Department of Social Services, Employment Unit to the Directors attention.

The Contractor agrees to provide an Annual Certification as attached pertaining to this Contract as part of the Contractor's Annual Independent Audit.

The Contractor shall complete Quarterly Contract Evaluations as required by the Department.

The Contractor represents and agrees to comply with all applicable Federal Laws, including the requirements of the Civil Rights Act of 1964 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No. 11246 entitled " Equal Employment Opportunity " as amended by the Executive No. 11375 and as supplemented in Department of Labor Relations, 41 CFR Part 60. The Agency also agrees to observe all applicable Federal regulations found in the Federal Code of Regulations.

All information contained in the Contractor's or its sub-contractor's files shall be held confidential pursuant to the applicable provision of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NYCRR Sec. 357.5 and 423.7, as well as any applicable Federal Laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.

It is expressly agreed between the parties that the Contractor is an independent Contractor and not in any way deemed to be an employee of the Oneida County Department of Social Services.

It is further expressly agreed that the Contractor will hold the Department and the County of Oneida harmless from any liability arising from any act of omission or commission by the part of the Contractor with respect to this Agreement or any terms hereof.

Options to renew the Contract are at the discretion of the Department, which shall supply written notice of such renewal or termination within 30 days of the expiration date. The Commissioner of Social Services reserves the right to evaluate the job performance of the individual chosen to perform the work and may for cause, request such individual be relieved of his duties and another person chosen in his place.

This Agreement can be terminated with a 30 day written notice by either party.

This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto. No wavier, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

This Agreement shall be binding upon both parties when fully signed and executed and upon approval of the appropriate legislative bodies where required.

The obligations of the parties hereunder are conditioned upon the continued availability of Federal and/or New York State Funds for the purposes set forth in this Agreement.

Should funds become unavailable or should appropriate Federal or New York State officials fail to approve sufficient funds for completion of the services or programs set forth in this Agreement, the Department shall have the option to immediately terminate this Agreement upon providing written notice to the Contractor. In such an event, the Department shall be under no further obligation to the Contractor other than payment for costs actually incurred prior to termination and in no event will the Department be responsible for any actual or consequential damages as a result of termination.

Date: _____

Oneida County Executive: _____

Anthony J. Picente Jr., Oneida County Executive

Approved as to Form _____

Oneida County Attorney

Date: _____

Oneida County Department of Social Services: _____

Lucille A. Soldato, Commissioner

Date: 1/25/11

Agency: _____ Oneida County Workforce Development

Authorized Signature: David L. Mathis

Print Authorized Name: DAVID L. MATHIS

Title: DIRECTOR

Budget
April 1, 2011 – December 31, 2011

Salary	\$ 243,860
Fringe	85,352
Staff Training & Travel	9,000
Administration	<u>16,506</u>
Total	\$ 354,718

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- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
- (b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
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A. The applicant certifies that it and its principals:

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- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

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A. The applicant that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

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3. Any available drug counseling, rehabilitation, and employee assistance program; and
4. The penalties that may be imposed upon employee for drug abuse violation occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the grant, the employee will-

1. Abide by the terms of the statement and;
2. Notifying the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing within 10 calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual police of such conviction. Employers of convicted employees must provide notice, including position title, to : Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected grant.

(f) Taking one of the following action, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street, address, city, county, state, zip code).

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Check if there are workplaces on file that are not identified here.

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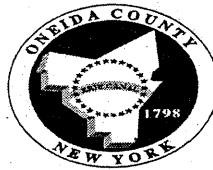
ONEIDA COUNTY Workforce Development
NAME OF APPLICANT (GRANTEE/SUBGRANTEE)

DAVID L. Mathis, Director
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

David L. Mathis
SIGNATURE

1/25/11
DATE

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

February 7, 2011

FN 20 11-077

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

HUMAN RESOURCES

WAYS & MEANS

RECEIVED
NY LEGISLATURE
2011 FEB 14 AM 11:17

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.

The Oneida County Department of Social Services has a need to improve Housing for Social Services clients in the City of Rome. The enclosed Purchase of Services Agreement between Oneida County Department of Social Services and the City of Rome continues the Housing Improvement Program for Rome.

The goals of the program are as follows:

- To improve the quality, affordability and adequacy of the Housing for Social Services clients in the City of Rome.
- To ensure codes compliance and improvement of deteriorating housing in the City of Rome.

The Agreement has a term of January 1, 2011 through December 31, 2011 and provides for 3 full-time Codes Enforcement Officers and one full-time Administrative Assistant and 10% of a Codes Director. The total cost of the Department of Social Services program is \$ 163,100 the City of Rome is contributing \$ 40,775 and the County contribution is \$122,325.00 which has a local share of 15.22 % of the total program or \$ 24,823.82.

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 2/14/11

2/7/11
48401

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization:

City of Rome Housing Improvement Program

Title of Activity or Services: Housing Inspection for all dwellings occupied by Department of Social Services recipients or applicants.

Proposed Dates of Operations: 1/1/2011 – 12/31/2011

Client Population/Number to be Served: All applicants for and recipients of the Department of Social Services.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

To provide a coordinated approach in regards to housing within the City of Rome, to insure safe adequate housing and to prevent the deterioration of housing within the city.

2). Program/Service Objectives and Outcome-

- Improve the quality, affordability and adequacy of the housing for Social Services clients in the City of Rome,
- To insure codes compliance and improvement of deteriorating housing in the City of Rome,

3). Program Design and Staffing Level -

3 Full-time Codes Enforcement Officers
1 Administrative Assistant
1 Codes Director 10%

Total Funding Requested: \$ 122,325

\$ 163,100 Total City/County Program

\$ 122,325 to be paid through Oneida County Department of Social Services.

\$ 40,775 to be paid by the City of Rome

Mandated or Non-Mandated – This contract is Non-Mandated however it does help to ensure that the families are living in a safe environment.

Oneida County Dept. Funding Recommendation: A6012.49541

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

Federal	48.44 % -	\$ 79,005.64
State	11.34 % -	\$ 18,495.54
County	15.22 % -	\$ 24,823.82
City	25.00 % -	\$ 40,775.00

Cost Per Client Served:

Past Performance Served: The Department has contracted with provider since 1995. The provider was paid \$ 122,325 through the Department to support this service in 2010. The City of Rome is contributing 25% of the local cost of this contract.

O.C. Department Staff Comments: The Department is satisfied with the service provided.

PURCHASE OF SERVICES AGREEMENT

THIS PURCHASE OF SERVICES AGREEMENT, made and entered in to, between the Oneida County Department of Social Services, an Agency of the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York and having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501, (hereinafter called Department), and the City of Rome, with principal offices at City Hall On-the-Mall, Rome, New York 13440 (hereinafter called Contractor).

WHEREAS, the Department needs a more intensive and coordinated approach to ensure and/or develop adequate housing for Social Services clients.

WHEREAS, the Department desires to establish a Housing Improvement Program to meet the needs of Social Services clients. This program will have the following goals.

- Improve the quality, affordability and adequacy of the Housing for Social Services clients in the City of Rome.
- To ensure codes compliance and improvement of deteriorating housing in the City of Rome.

WHEREAS, Contractor desires to participate in the Housing Improvement Program, now, therefore,

It is agreed by the parties hereto as follows:

1. Contractor shall provide 3 full-time Housing Inspectors and 1 Administrative Assistant, who shall be city employees assigned primarily to perform the duties set forth in this agreement.
2. Contractor agrees that said Codes Enforcement Officers shall perform the following duties:
 - a. Investigate house utilized by Social Services clients,
 - b. Analyze housing in terms of Codes compliance and in terms of work needed to maintain the availability of appropriate housing,
 - c. Complete data as to housing currently available, numbers inspected and rehabilitation achieved,

- d. Gather and provide data to the Department on a quarterly basis,
- e. Identify tenants who are chronic abusers of real estate and to work with the Department to provide both short term correction and long term education,
- f. Attend meetings with the Department regarding housing improvement issues as requested by the Department,
- g. Attend all training necessary to the satisfactory performance of the duties set forth in this agreement,
- h. Perform other housing related duties as assigned.
- i. Will check for lead warning signs by checking for chipping and peeling paint within residents. If chipped and peeled paint are discovered it will be appropriately cited.

3. Contractor and Department agree that all information exchanged is confidential and shall be used only for the purposes of this Agreement,

4. The Contractor represents and agrees to comply with all applicable Federal Laws, including the requirements of the Civil Rights Act of 1964 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No. 11246 entitled " Equal Employment Opportunity " as amended by the Executive No. 11375 and as supplemented in Department of Labor Relations, 41 CFR Part 60. The Agency also agrees to observe all applicable Federal regulations found in the Federal Code of Regulations.

5. The Contractor and any subsequent sub-contractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related test.

The Contractor and any subsequent sub - contractor agrees that their staff to whom confidential HIV - related information may be given as a necessity for providing services and in accordance with 403 of Title 18 NYSDSS regulation and Section 2782 of the Public Health Law are fully informed of the penalties and fines for redisclosure in violations of State Law and Regulations.

The Contractor and any subsequent sub - contractor must include the following written statement when disclosing any confidential HIV - related information.

"This information has been disclosed to you from confidential records which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the release of

medical or other information is not sufficient authorization for further disclosure."

6. The Contractor, as a Business Associate of the Department, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA", as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the Department. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply the Standards for Privacy of Individually Identifiable Health Information, commonly referred to as the Privacy Rule;
2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically;
3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the Department's clients;

This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the Department in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the Department, except that:

1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
2. The Contractor may provide data aggregation services relating to the health care operations of the Department.

The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in the Agreement;
3. Report to the Department any use or disclosure of the information not provided for by this Agreement of which the Contractor becomes aware;
4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the Department agrees to the same restrictions and

- conditions that apply to the Contractor with respect to such protected health information;
5. Make available protected health information in accordance with 45 CFR § 164.524;
 6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
 7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
 8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the Department available to the Secretary of Health and Human Services for purposes of determining the Department's compliance with 45 CFR § 164.504(e)(2)(ii); and
 9. At the termination of this Agreement, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the Department that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Agreement to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

The Contractor agrees that this Agreement may be amended if any of the following events occurs:

1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the Department's HIPAA compliance, or
3. There is a material change in the business practices and procedures of the Department.

Pursuant to 45 CFR § 164.504(e)(2)(iii), the Department is authorized to unilaterally terminate this contract if the Department determines that the Contractor has violated a material term of this Agreement.

7. Pursuant to Oneida County Board of Legislators Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by performance of this Contract by Contractor and any subcontractors. Upon awarding of this contract, and before work commences, the Contractor will be required to provide Oneida County with proof that

Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

8. Department shall reimburse Contractor for the services of the aforesaid Agreement to pay 75% of the monthly cost, however total cost to the Department for the duration of this agreement can not exceed \$122,325.00 as per the attached budget (City of Rome portion - \$ 125,500.00, Oneida County DSS max portion \$ 122,325.00). The Department shall make monthly payments to Contractor upon the submission of an Oneida County voucher, containing the contract number, contract name, any attached data as required, as well as the expenditure data.

9. The rate of pay and fringe is paid at the currently negotiated Employee Contract and may change upon any future signed Employee Contract. This Purchase of Services Agreement may be Amended upon receipt of a statement of applicable salary and fringe changes if agreeable to both parties.

10. Contractor shall make available all records relating to this Agreement for a period of six (6) years. Said records shall be available for audit by the New York State Audit and Control and the Department of Health and Human Services upon request.

11. Contractor agrees to provide an Annual Certification as attached pertaining to this contract as part of the Contractor's Annual Independent Audit.

12. This Agreement shall commence January 1, 2011 and terminate December 31, 2011. This Agreement is subject to re-negotiation within thirty (30) days of its expiration date.

13. Either party may, upon (30) days written notice to the other party, terminate this Agreement.

14. Neither Contractor nor Department shall assign or transfer this Agreement or any part thereof, or any interest, right or privilege therein without written consent of the other party.

The City of Rome Code Enforcement Officer and the Oneida County Commissioner of Social Services are hereby designated and authorized as the agent of each respective municipality for the purpose of administrating this agreement. Their authority as agents includes, but is not limited to adjustment of the price to be paid for services under this agreement, and cancellation of this agreement.

Should any written notice be required by either party for the purpose of this agreement such notice shall be sent to the following individuals at the addresses set forth below:

Contractor: Code Enforcement Officer
Rome City Hall, On-the-Mall
Rome, New York 13440

Department: Commissioner of Oneida County
Department of Social Services
800 Park Avenue
Utica, New York 13501

Any written notice shall become effective as of the date of mailing by certified mail and shall be deemed sufficiently given if sent to the addressee at the address stated above or such address as may hereafter be specified by notice in writing.

It is expressly agreed between the parties that the Contractor is an independent contractor and not in any way deemed to be an employee of the Department or the County of Oneida.

It is further expressly agreed that the Contractor will hold the Department and the County of Oneida harmless from any liability arising from any act of omission or commission by the Contractor with respect to this Agreement or any terms hereof.

This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this agreement, shall be deemed to exist or to bind any of the parties hereto. No waiver, alterations or modifications of and provisions of this agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

This Agreement shall be binding upon both parties when fully signed and executed and upon approval of the appropriate legislative bodies where required

The obligations of the parties hereunder are conditioned upon the continued availability of Federal and/or New York State funds for the purposes set forth in this Agreement.

Should funds become unavailable or should appropriate Federal or New York State officials fail to approve sufficient funds for completion of the services or programs set forth in this Agreement, the Department shall have the option to immediately terminate this Agreement upon providing written notice to the Contractor. In such an event, the Department shall be under no further obligation to the Contractor other than payment for costs actually incurred prior to termination and in no event will the Department be responsible for any actual or consequential damages as a result of termination.

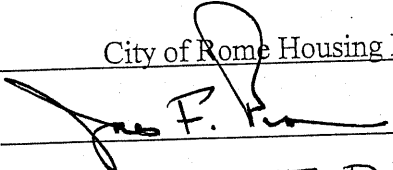
Date: _____
Oneida County Executive: Anthony J. Picente Jr., Oneida County Executive

Approved as to Form _____
Oneida County Attorney

Date: _____
Oneida County Department of Social Services: Lucille A. Soldato, Commissioner

Date: 1/19/11

Agency: City of Rome Housing Improvement Codes

Authorized Signature: 

Print Authorized Name: JAMES F. BROWN

Title: MAYOR, CITY OF ROME

ONEIDA COUNTY - CITY OF ROME HOUSING INSPECTION PROGRAM

JANUARY 1, 2011 - DECEMBER 31, 2011

PERSONNEL:

Titles - Housing Inspectors (3) Full - Time Positions
 Administrative Assistant- (1) Full - Time Position

Salaries:

(3) Housing Inspectors	\$ 135,172.00
(1) Administrative Assistant	41,376.00
(1) Codes Director 10%	8,025.00
TOTAL SALARIES	\$ 184,573.00

BENEFITS:

30% of \$ 184,573 55,372.00

ADMINISTRATIVE:

Uniforms	1,000.00
Supplies	600.00
Postage/Shipping	600.00
Film/Processing	500.00
Pagers	250.00
Cell Phone (1)	480.00
Printing	100.00
Copier Maintenance	500.00
Copier Supplies	150.00
Gas/Mileage	2,500.00
Professional Fees	300.00
Miscellaneous	300.00
Computer Equipment	600.00

TOTAL ADMINISTRATIVE \$ 7,880.00

TOTAL BUDGET \$ 247,825.00

Over Maximum allowable \$ (84,725.00)

Total City/ County DSS Program \$ 163,100.00

***** City of Rome Portion (25%)** \$ 40,775.00

***** Oneida County (75%)** \$ 122,325.00

CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification included in the regulations before completing the form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Non-Procurement) and Government-Wide Requirements for Drug-Free Workplace (Grants)." The certificate shall be treated as a material representation of fact upon which reliance will be placed when the Department of Labor determines to award the covered transaction grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
- (b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110;

- A. The applicant certifies that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A (b) of this certification;
- and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

A. The applicant that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace;
2. The grantee's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance program; and
4. The penalties that may be imposed upon employee for drug abuse violation occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the grant, the employee will-

1. Abide by the terms of the statement and;
2. Notifying the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing within 10 calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual police of such conviction. Employers of convicted employees must provide notice, including position title, to : Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected grant.

(f) Taking one of the following action, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

- B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street, address, city, county, state, zip code).

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

- A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected grant.

Check if there are workplaces on file that are not identified here.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

City of Rome NY
NAME OF APPLICANT (GRANTEE/SUBGRANTEE)

JAMES F. BROWN, MAYOR
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

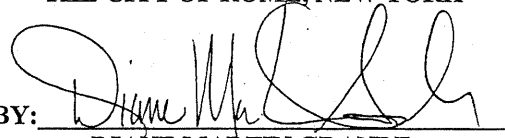
James F. Brown
SIGNATURE

1/19/11
DATE

PURSUANT TO SECTION 171 OF THE ROME CITY CHARTER,
I HEREBY CERTIFY THAT THE CITY OFFICER WHO
ENACTED THE SUBJECT CONTRACT ON BEHALF OF
THE CITY OF ROME HAD AUTHORITY AND POWER
TO SO ACT AND THAT SUCH CONTRACT IS IN
PROPER FORM AND PROPERLY EXECUTED.

THE CITY OF ROME, NEW YORK

BY:

A handwritten signature in black ink, appearing to read "Diane Martin Grande", written over a horizontal line.

DIANE MARTIN GRANDE
CORPORATION COUNSEL

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

RECEIVED
ONEIDA COUNTY LEGISLATURE
2011 FEB 10 PM 12:17

FN 20 11 - 078

February 1, 2011

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

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

Date 2/2/11

WAYS & MEANS

Dear Mr. Picente:

The Department of Social Services is contracting with Workforce Development to take over employment duties which will allow the caseworkers and senior caseworkers to be transferred from the Employment Unit to the Child Protective Services division. Caseworker salaries and fringe benefits need to be transferred from the employment accounts to services. Under the Services functions, additional revenue will be received.

Therefore, we are requesting your approval and, subsequent Board approval of the following transfers:

To:	A6011.101	Children & Adult Services – Salaries	\$ 208,307
	.810	Retirement	29,996
	.830	Social Security	16,040
	.840	Workers Compensation	4,583
	.850	Unemployment Insurance	521
	.860	Health Insurance	51,243
From:	A6014.101	Employment Programs – Salaries	\$(208,307)
	.810	Retirement	(29,996)
	.830	Social Security	(16,040)
	.840	Workers Compensation	(4,583)
	.850	Unemployment Insurance	(521)
	.860	Health Insurance	(54,243)

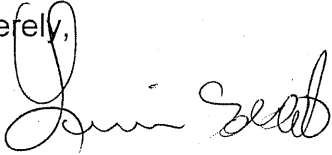
Offset by additional revenue for A6011:

A4661	Children & Adult Services – Federal Aid	\$ 203,719
A3662	Children & Adult Services – State Aid	106,971

Reduction to revenue for A6014:

A4616	Employment Programs – Federal Revenue	\$(310,690)
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Sincerely,



Lucille A. Soldato
Commissioner

Cc: Tom Keeler

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

February 1, 2011

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by
FN 20 11-079
[Signature]
Anthony J. Picente, Jr.
County Executive

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

HUMAN RESOURCES

Date 2/1/11

WAYS & MEANS

Dear Mr. Picente:

The Department of Social Services is requesting a supplemental appropriation, in the amount of \$354,718, to cover the cost of an employment contract with Workforce Development. This contract will cover the period of April 1, 2011 through December 31, 2011 and will mainly be reimbursed with federal funding.

In an effort to eliminate a duplication of services within various Oneida County Departments and to consolidate employment services under one division, the Department of Social Services desires to delegate functions of the Employment Unit to Workforce Development which will provide the services to employable-Tanf and Safety Net temporary assistance cases.

Reimbursement for the Tanf cases will be funded through the Flexible Fund for Family Services at 100%. Funding for Safety Net cases will be through the Food Stamp Employment & Training grant at 50%. Additional funding will be from the Flex Fund due to previous salary and revenue reductions.

Therefore, we are requesting your approval and, subsequent Board approval of the following supplemental appropriation:

To: A6014.49543 Employment Rewards of Work Expenses \$354,718

Revenue Offset for A6014:

A4616 Federal Aid – Tanf Employment \$310,690

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ONEIDA COUNTY LEGISLATURE
2011 FEB 10 PM 12:17

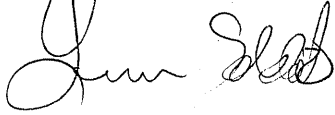
Additional Revenue:

A4616

Federal Aid – FFFS

\$ 44,028

Sincerely,

A handwritten signature in cursive script, appearing to read "Lucille Soldato".

Lucille A. Soldato
Commissioner

Cc: Tom Keeler



Oneida County

Office for the Aging & Continuing Care

Anthony J. Picente, Jr.
County Executive

Michael J. Romano
Director

235 Elizabeth Street, Utica, NY 13501

Phone 315-798-5456

Fax 315-798-6444

E-mail. ofa@ocgov.net

FN 20 11 - 080

January 10, 2011

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

PUBLIC HEALTH

WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
2011 FEB 10 PM 12:17

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.

The total amount of this agreement is \$88,684.71. Federal and County dollars support this agreement with the County share being 10% (\$8,868.47).

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 2/3/11

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, 2011

Client Population/Number: Aged 55 and older and have an annual income at or below 125% of poverty. / Eleven 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: \$88,684.71

Oneida County Department Funding Recommendations: \$88,684.71

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

Federal \$79,816.24 **State** \$ 0; **County** \$ 8,868.47 **Contractor** \$ 0

Cost Per Client Served

Enrollee Salaries

\$7.25 per hr x 17.5 hrs + 17.5% fringe = \$ 149.08 (weekly salary for individual enrollee)

\$149.08 x 11 enrollees x 52 weeks

Total Salary \$ 85,273.76

Workforce Development Administrative Costs (4%) \$ 3,419.95

Total Salary and Fringe \$ 88,684.71

Past Performance Data

AGREEMENT

THIS IS AN AGREEMENT by and between the ONEIDA COUNTY OFFICE OF AGING/ OFFICE OF CONTINUING CARE located at 235 Elizabeth Street, Utica, New York 13501 hereinafter known as "OFFICE"; and ONEIDA COUNTY OFFICE OF WORKFORCE DEVELOPMENT, with service location at the 209 Elizabeth Street, Utica, New York 13501, hereinafter known as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the OFFICE is charged with the responsibility of administering Federal Older Americans Act, 1965 as amended 1992 (PL102-375), funds in the County of Oneida, State of New York; and

WHEREAS, the OFFICE has the primary responsibility for the overall planning and coordination of OAA Title V, Senior Community Service Employment Program (SCSEP) in the County of Oneida, State of New York; and

WHEREAS, the OFFICE has the responsibility to formally and informally monitor and evaluate all programs, services and contracts funded through the OFFICE; and

WHEREAS, the OFFICE will provide technical assistance, upon request, to assist the CONTRACTOR in more effectively carrying out service delivery and/or complying with Federal, State and local statutes, policies, rules and regulations; and

WHEREAS, the CONTRACTOR is willing and able to perform the services required by this Agreement;

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. GENERAL ASSURANCES

- A. The CONTRACTOR shall comply with statutes, regulations, and policies set by the following: Federal Department of Health and Human Services, Administration on Aging, the New York State Office for the Aging (SOFA), County of Oneida and the OFFICE, refer to Appendix A.
- B. The CONTRACTOR shall obtain and submit two (2) copies to the OFFICE of mutually signed, written Agreements existing between the CONTRACTOR and host work sites providing support to the SCSEP program.
- C. The CONTRACTOR understands that all equipment acquired with Title V, SCSEP funds shall remain the property of the OFFICE; if the contract and/or program is terminated, the OFFICE shall issue a claim to said equipment in accordance with the Code of Federal Regulations 45-74, as amended 1980.
- D. The CONTRACTOR agrees that any program, public information materials, or other printed or published materials on the work of or funded by Title V, SCSEP will give due

recognition to the New York State Office for the Aging and the Oneida County Office for the Aging (i.e., "This program is supported by Oneida County Office for the Aging and the New York State Office for the Aging.").

2. FISCAL REQUIREMENTS

- A. The **CONTRACTOR** shall keep Title V, SCSEP funds separate; further, state and federal funds shall not be used as local share (match).
- B. The **CONTRACTOR** will submit a written request and receive written approval from the **OFFICE** for any budget revisions; costs due to unauthorized revisions shall be borne by the **CONTRACTOR**.
- C. The **CONTRACTOR** shall comply with all voucher and contribution procedures, and submissions of required reports as described in the **OFFICE** Voucher Instructions.
- D. The **CONTRACTOR** shall report to the **OFFICE** any and all additional moneys or program income (contributions, donations, reimbursements, grants) given to the program. "Program income means gross income received by the sub**CONTRACTOR** directly generated by a (OFA) grant supported activity, or earned as a result of the (OFA) grant agreement during the grant period." REF: Department of Health & Human Services, Program Instruction AoA-PI-96-01, October 16, 1995.
- E. The **CONTRACTOR** shall maintain copies of proper documentation for all program income, including, but not limited to, in-kind support, donations, contributions, reimbursements, other grants, within its budget.
- F. The **OFFICE** shall conduct periodic audit of revenues and expenditures, as well as the required annual on-site review of the program's fiscal status to ensure expenditures are in proportion to the total program budget.
- G. The **CONTRACTOR** shall agree to have an independent audit conducted for the contracted program if it has been a sub**CONTRACTOR** for two (2) years or more; a copy of the audit shall be submitted to the **OFFICE** upon completion of the program/fiscal audit conducted by the outside auditor.
- H. The **CONTRACTOR** shall maintain fiscal records for six (6) years and shall make them available for **OFFICE** review upon request.
- I. The **CONTRACTOR** shall cooperate with the close-out audit that is required when the contract is terminated.
- J. The **CONTRACTOR** shall follow close-out procedures administered by the **OFFICE** in accordance with the Code of Federal Regulations 45-74, as amended 1980.

3. INSURANCE COVERAGE REQUIREMENTS

- A. The **CONTRACTOR** shall be solely responsible for all physical injuries or death to its agents, servants, volunteers, or employees or to any other persons or damage to any property sustained during its operations and work under this Agreement resulting from any act of omission or commission or error in judgment of any of its **OFFICES**, trustees,

IN WITNESS THEREOF, the parties have here unto set their hand on the date respectively stated.

CONTRACTOR

David Mathis
David L. Mathis, Director
Oneida County Office of Workforce Development

12-30-2010
Date

COUNTY OF ONEIDA

Anthony J. Picente, Jr. County Executive

Date

OFFICE FOR THE AGING

Michael J. Romano
Michael J. Romano, Director

1/6/11
Date

Approved As To Form ONLY:
ONEIDA COUNTY ATTORNEY

BY: Raymond J. Bruce

APPENDIX A

The Older Americans Act (OAA) of 1965, as amended (42 U.S.C. 3001 et. seq.)
 45 CFR Part 74 (Administration of Grants)
 45 CFR Part 84 (Nondiscrimination on the basis of Handicap)
 45 CFR Part 92 (Uniform Administrative Requirements for Grant and Cooperative Agreements to State and Local Governments)
 45 CFR Part 93 (New Restrictions on Lobbying)
 45 CFR Part 1321, Subparts A-D (Grants to State and Community Programs on Aging)
 45 CFR Part 1321.61 (b)(4) (Support of State Titled VII Activities)
Age Discrimination in Employment Act of 1975, as amended (29 USC 621, et seq.)
Americans with Disabilities Act of 1990 (42 USC 12101, et seq.)
Civil Rights Act of 1964, Subchap. VI, as amended by the Equal Employment Opportunity Act of 1972 (42 USC 2000e, et. seq.)
Equal Pay Act of 1963, as amended (29 USC 206)
Home Energy Assistance Act of 1981, as amended (42 USC 8601, et seq.)
Rehabilitation Act of 1973, Sec. 504 (29 USC 794) (Nondiscrimination)
Single Audit Act of 1984 (31 USC 7501, et. seq.)
USDA Nutrition Programs for the Elderly (7 C.F.R. Secs 250.42 and 250.12 (b))
OFA of Management and Budget (OMB)
 OMB Circular A-87 (Cost Principles for State and Local Governments)
 OMB Circular A-95 (Clearinghouse Review)
 OMB Circular A-102 (Uniform administrative Requirements for Grants and Cooperative Agreements with state and Local Governments)
 OMB Circular A-110 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education and other Non-profit Organizations)
 OMB Circular A-122 (Cost Principles for Non-profit Organizations)
 OMB Circular A-128 (Audits of State and Local Governments)
 OMB Circular A-133 (Audits of State and Local Government and Non-Profit Organizations)
Federal Executive Order 11246, as Amended by Executive Order 11375 (Affirmative Action)
Article 19-J of the Executive Law
New York State OFA for the Aging Rules and Regulations (9 NYCRR Part 6651 et. seq.)
New York State OFA for the Aging Rules and Regulations (9 NYCRR Part 6654.20) (Social Adult Day Care)
Executive Law of New York State, Article 15 (State Human Rights Law)
Executive Law of New York State, Article 15A (Minority/Women's Business contract Requirements)
Executive Law, Section 544-A (Establishes Basic Requirements for LTCOP program under the Older Americans Act)
Executive Law, Section 544-b (Defense and indemnification of representatives of the State Long-Term Care Ombudsman Program)
Executive Law, Article 7-A (Registration and reporting provisions required of Charitable Organizations)
EISEP Program Standards
NYS OFA for the Aging's 1990 Nutrition Program Standards (90-PI-26)
Legal Assistance Standards (94-PI-52)
Weatherization Referral and Packaging Program (WRAP) Handbook
Governor's 1960 Code of Fair Practices
Governor's Executive Order 6 (Affirmative Action Efforts)
Governor's Executive Order 19 (Prevention of Sexual Harassment)
Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation)

Grievance Procedures

In accordance with the Older Americans Act (OAA), as amended, the Oneida County Office for the Aging has established the following process for resolving complaints from participants who are dissatisfied with or persons denied services funded under the Act.

Right to File a Grievance

The Office for the Aging and all contracting provider agencies who receive OAA funds shall notify program participants of their right to file a grievance with the provider agency and/or with Oneida County Office for the Aging. Upon request, the Office for the Aging will provide assistance with filing a grievance.

Denial of Service or Client's Unsatisfaction of Service

A participant or applicant who is denied OAA services must be given the reasons for the denial. Services may be denied because of funding restrictions, ineligibility, hours or locations have changed, reassessment determined services no longer needed, or client is disruptive to the program. For OAA services for which a written application is made, the denial shall be confirmed in writing and the applicant informed of the right to file a grievance and to whom the grievance shall be made. For OAA services for which verbal application is made by telephone or in person, the person may be denied verbally and verbally informed of the right to file a grievance and to whom.

Grievance Process

Filing a Grievance

- Individual must submit their grievance in writing to the Director of the Office for the Aging who will forward the Letter to the designated person of the provider agency to conduct the initial review.
- **The grievance must be filed within thirty (30) calendar days of denial, reduction or termination of services, or of the event or circumstances with which the person is dissatisfied.** The Office for the Aging or the provider agency may grant an extension for good cause shown.
- The Letter of Grievance should include a written statement setting forth in detail the date, time and circumstances that are the basis for the complaint.

Investigation and Response to a Grievance

- The designated reviewer will investigate the complaint. The reviewer will determine whether the action was in accordance to applicable Older Americans Act and State laws and regulation and are supported by facts.
- The reviewer will prepare and send written response to the grievant and to the Office for the Aging Director within fifteen (15) working days after the grievance is filed. The response will set forth the circumstances relating to the grievance, the action requested by the grievant, the findings of the reviewer, a proposed remedial action and, if any, the reason(s) for and facts relied on in the determination.

Appeal of Initial Response/Decision

If the grievant is not satisfied with the determination, s(he) has the right to further review as follows:

- S(he) may initiate a request for subsequent review by the Office for the Aging Director within ten (10) calendar days following receipt of notification from the provider agency of its decision.
- The Office for the Aging Director will request, and the provider agency shall provide, copies of the initial file on the complaint in question. The Office for the Aging Director will review the materials to ensure that pertinent policies and procedures have been applied and followed.
- If the policies and procedures have been adhered to, the Office for the Aging Director will not overturn the decision of its contracting provider agency. If the proper policies and procedures have not been applied, the director reserves the right to overturn the decision.
- A written notification of the results will be made to the grievant within twenty (20) working days of receipt of the appeal request.

Record Keeping

The provider agency will keep a file, for six years, of all relevant documents and records of a grievance. The file shall include at a minimum: the initial grievance; any investigative reports; any and all written responses; any documents or other records submitted by any party; and, if applicable, the notice to the grievant of the right to appeal.

Confidentiality

No information, documents or other records relating to a grievance shall be disclosed by program staff or volunteers in a form that identifies the grievant without the written informed consent of the grievant, unless the disclosure is required by court order or for program monitoring by authorized agencies.



Oneida County
Office for the Aging & Continuing Care

Anthony J. Picente, Jr.
County Executive

Michael J. Romano
Director

235 Elizabeth Street, Utica, NY 13501

Phone 315-798-5456

Fax 315-798-6444

E-mail. ofa@ocgov.net

FN 20 11 - 081

RECEIVED
ONEIDA COUNTY LEGISLATURE
2011 FEB 10 PM 12:07

January 7, 2011

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 Agreement between Albany County, Office for Aging and the Oneida County Office for the Aging/ Office of Continuing Care for your review and approval.

The purpose of this Agreement is to provide revenue and reimbursement to Oneida County for technical assistance provided to the AOA project grantees by the Oneida County OFA Director.

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 2/3/11

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: Albany County, Department for Aging

Title of Activity or Service: Community Living Program

Proposed Dates of Operation: upon execution

Client Population/Number to be Served: N/A

Summary Statements:

Narrative Description of Proposed Services. This provided revenues and reimbursement to Oneida County for technical assistance provided to AOA project grantees by Oneida County OFA

1) **Program/Service Objectives and Outcomes.** N/A

2) **Program Design and Staffing Level.** N/A

Total Funding Requested: Revenue Account - \$3750.00

Oneida County Department Funding Recommendation: \$ Account # A 1975

Proposed funding Source (Federal/State/County): N/A

Cost per Client Served: Revenue agreement

Past Performance Data:

Oneida County Department Staff Comments:

**AGREEMENT BETWEEN
ALBANY COUNTY DEPARTMENT FOR AGING
AND
ONEIDA COUNTY OFFICE FOR AGING AND CONTINUING CARE
REGARDING
THE COMMUNITY LIVING PROGRAM**

CONTRACT No. 10-6772-0014

THIS AGREEMENT is made by and between the Albany County, Department for Aging, a municipal corporation (hereinafter called "DFA"), acting by and through its County Executive, with its principal office located at the Albany County Office Building, 112 State Street, Albany, New York 12207-2021 and the Oneida County Office for Aging and Continuing Care, with its principal office located at 235 Elizabeth Street, Utica, New York 13440, (hereinafter referred to as "OCOFA").

WITNESSETH:

WHEREAS, the Albany County, Department for Aging has received a grant from the State of New York Office for Aging (hereinafter called "NYSOFA"), the proceeds of which shall be used within the "Community Living Program" (hereinafter called "CLP"), a program intended to help Albany County residents who are at risk of nursing home placement to help them continue to live at home and remain engaged within their communities (hereinafter called the "Grant"); and

WHEREAS, in accordance with the Grant's provisions, DFA and OCOFA must enter into an agreement indicating the scope of services which OCOFA is required to provide as outlined within the Grant; and

WHEREAS, NYSOFA has agreed to pay DFA part of the Grant's proceeds to be specifically allocated for OCOFA in an amount not to exceed **THREE THOUSAND SEVEN HUNDRED FIFTY and 00/100 DOLLARS (\$3,750.00)** as reimbursement for providing the services outlined herein; and

WHEREAS, this Agreement sets forth the understanding reached by the parties herein;

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

ARTICLE 1: SCOPE OF SERVICES

1.1 The OCOFA shall work with AC DFA to establish protocols and procedures to facilitate the implementation of the Community Living program as outlined within Attachment "A" – Oneida County Project Work Plan, Pages 1-2.

ARTICLE 2: TERM OF AGREEMENT

2.1 The term of this Agreement shall commence October 1, 2009 and will continue in effect through September 30, 2010. This Agreement may be extended by DFA, in its sole discretion, for up to two (2) consecutive one-year terms, upon written notice to OCOFA.

2.2 DFA shall have the right at anytime to terminate the work required of OCOFA by this Agreement, by thirty (30) days written notice of such termination. In the event of such termination of this Agreement, OCOFA shall be entitled to compensation for all work authorized and performed.

ARTICLE 3: COMPENSATION

In consideration of the terms and obligations of this Agreement, DFA agrees to pay, and OCOFA agrees to accept, a sum not to exceed **THREE THOUSAND SEVEN HUNDRED FIFTY and 00/100 DOLLARS (\$3,750.00)**, as full compensation for the provision of all services provided herein.

ARTICLE 4: PAYMENT

Payment shall be made on a monthly basis upon OCOFA submission of an Albany County Claim Form, plus all supporting and required documentation, to the Commissioner for Aging, detailing services rendered. Upon the Commissioner's approval of said claim form and documentation, the claim form shall be forwarded to the Albany County Comptroller and payment shall be rendered.

THIS SPACE LEFT BLANK INTENTIONALLY.

SIGNATURE PAGE FOLLOWS.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year indicated below.

COUNTY OF ALBANY

DATE: _____

BY: _____

Michael G. Breslin
Albany County Executive
or
Michael D. Perrin
Deputy Albany County Executive

COUNTY OF ONEIDA

DATE: _____

BY: _____

Anthony J. Picente, Jr.
Oneida County Executive

**ONEIDA COUNTY, OFFICE FOR
AGING AND CONTINUING CARE**

DATE: 1/14/11

BY: Michael J. Romano

Michael J. Romano
Director

Approved As To Form ONLY:
Oneida County Attorney

BY: Raymond J. Bane

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the _____ day of _____, 2011, before me, the undersigned, personally appeared Michael G. Breslin personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the _____ day of _____, 2011, before me, the undersigned, personally appeared Michael Perrin personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On the 14th day of January, 2011, before me, the undersigned, personally appeared Michael J. Romano personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Michelle Lynn Buchanan
Notary Public, State of New York
Qualified in Oneida County
Registration No. 01BU6208262
My Comm. Exp. June 29, 2013

Michelle Lynn Buchanan
Notary Public

STATE OF NEW YORK)
COUNTY OF _____) SS.:

On the _____ day of _____, 2011, before me, the undersigned, personally appeared Anthony J. Picente personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

ATTACHMENT "A"

Oneida County Project Work Plan
Pages 1-2, Attached

Oneida County
NHDMG Project Work Plan
 (Revised 3/12/09)

<p>Goal: Support consumers' long term care needs and preferences as well as nursing home diversion and Medicaid spend-down prevention through developing rapid response, seamless, consumer directed service delivery in Oneida County</p>																
<p>Measurable Outcome(s): (1) Diversion of persons at risk for nursing home and for Medicaid spend-down, (2) Realigning funding, (3) Quality improvement, and (4) Sustainability</p>																
Major Objectives	Key Tasks	Lead Person	Timeframe (Start and End Date by Month)													
			1-4	5-8	9	10	11	12	13	14	15	16	17	18		
Overall project implementation	Complete NYSOFA application for funding for NHDG	M. Romano	X													
Secure project providers	Establish purchase of services agreements with (3) provider agencies	M. Romano	X	X												
Project Coordinator	Recruit, interview, and hire project coordinator	M. Romano, K. Riolo		X												
Implement local policies and procedures	Establish protocols for screening, assessing, and implementing services	K. Riolo, J. Gerling			X	X	X	X	X	X	X	X	X	X	X	X
Prescreen for eligibility	Screen consumers to determine those who can best be served through project. Those meeting both income and functional criteria.	K. Riolo, J. Gerling		X				X	X	X						

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

GAYLE D. JONES, PH.D, MPH, CHES
DIRECTOR OF HEALTH

ADMINISTRATION

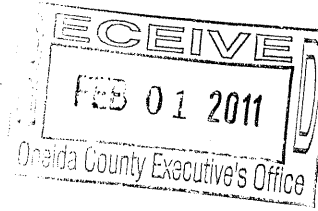
Phone: (315) 798-6400 Fax: (315) 266-6138

January 27, 2011

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

FN 20 16-082

PUBLIC HEALTH



Dear Mr. Picente:

WAYS & MEANS

The *Early Intervention Program* is a mandated program administered locally by the County Health Department which provides many different types of early intervention services to infants and toddlers with disabilities and their families.

The New York State Bureau of Early Intervention in conjunction with the Division of Budget approved new rates for which providers are to be reimbursed effective April 1, 2010. The rates for evaluations (Core and Supplemental) have increased by 4% resulting in a shortfall in that account dedicated to that service.

We are, therefore, requesting the following transfer for the **2010** fiscal year:

From: A2970.495115 – Early Intervention Services.....	\$15,000
To: A2970.19512 – Early Intervention Evaluations.....	\$15,000

Please request the Board of Legislators to act upon the above-mentioned transfer.

If you have any questions, please do not hesitate to contact me at 798-5220.

Sincerely,

Gayle D. Jones, Ph.D., MPH, CHES
Director of Health

cc: T. Keeler, Director of Budget

RECEIVED
ONEIDA COUNTY LEGISLATURE
2011 FEB 10 PM 12:17

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

Anthony J. Picente, Jr.
County Executive

Date 2/2/11

Oneida County Department of Public Works

ANTHONY J. PICENTE JR.
County Executive

DENNIS S. DAVIS
Commissioner

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

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

February 4, 2011

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

FN 20 11 - 083

PUBLIC WORKS

WAYS & MEANS

Dear County Executive Picente,

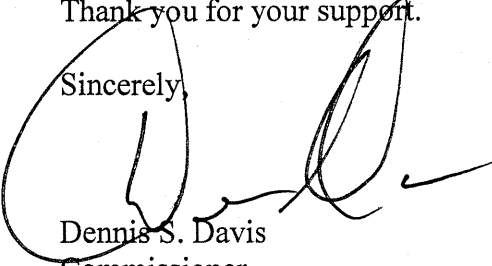
This spring the New York State Thruway Authority will begin replacement of a bridge on the Thruway in the Town of Marcy. National Grid must relocate a major transmission line to accommodate the planned bridge replacement.

In order to complete relocation of the transmission line, a permanent easement will have to be taken from Oneida County on property located north of the Thruway. The permanent easement would encumber inaccessible County property with little or no value located in the Mohawk River flood plain.

Please consider the enclosed permanent easement and if acceptable, forward the Oneida County Board of Legislators for further consideration and approval.

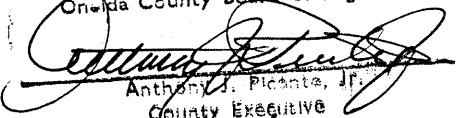
Thank you for your support.

Sincerely,


Dennis S. Davis
Commissioner

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 2/14/11

nationalgrid

December 13, 2010

Mr. Mark Larimee
Oneida County Engineer
6000 Airport Road
Oriskany, New York 13424

DL

RE: New York State Thruway Bridge Rebuild

Dear Mark:

Enclosed you will find two (2) easements with exhibits, site layout prints to help identify location, and a marked up construction drawing of National Grid's proposed relocation plan to accommodate the Thruway Authorities planned bridge rebuild. The bridge construction is scheduled to begin in the Spring 2011.

If the easements are agreeable with the Board of Legislators of Oneida County please have both copies signed and returned to me at the address below in the signature block of this letter.

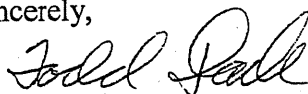
Currently the Trenton – Whitesboro #25 46kV transmission line crosses directly over the Thruway Bridge that will be rebuilt next spring. National Grid has been requested to be clear of the construction area by the end of March 2011. Consequently, National Grid is proposing to relocate its' transmission crossing northeast and more towards the Erie Canal. In order to accomplish this project, easements will have to be taken from Oneida County on the north side and Judith Lines, property owner on the south side. The enclosed highlighted construction drawing shows the scope of the relocation.

Oneida County will need to sign an easement for the installation of 5 transmission poles, 11 anchors, and approximately 830 feet of electrical conductor on county property. Additionally, National Grid will remove one transmission pole and approximately 100 feet of electrical conductor on its' fee property.

Oneida County's property hopefully will be accessed by National Grid crews traveling along the Erie Canal pathway that crosses under the Thruway. Permits to the Canal Authority are currently submitted for approval for this.

If you have any questions regarding this project please contact me immediately at 315-428-5663 or by email at todd.dack@us.ngrid.com.

Sincerely,



Todd Dack
Supervisor Real Estate Services
300 Erie Blvd. West
Syracuse, NY 13202

Oneida County Department: Public Works

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators Contract Summary

Name of Proposing Organization: **National Grid Power Corp.**

Title of Activity or Service: **Permanent Easement**

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

Summary Statements:

1) Narrative Description of Proposed Services:

Permanent easement on County property located north of NYS Thruway in town of Marcy. Permanent easement required to relocate 45kV transmission line currently located directly over Thruway bridge that will be replaced in 2011. Subject property is wasteland with no access.

2) Program/Service Objectives and Outcomes:

N/A

3) Program Design and Staffing Level:

N/A

Total Funding Requested: **\$0.00**

Oneida County Department Funding Recommendation: **\$0.00**

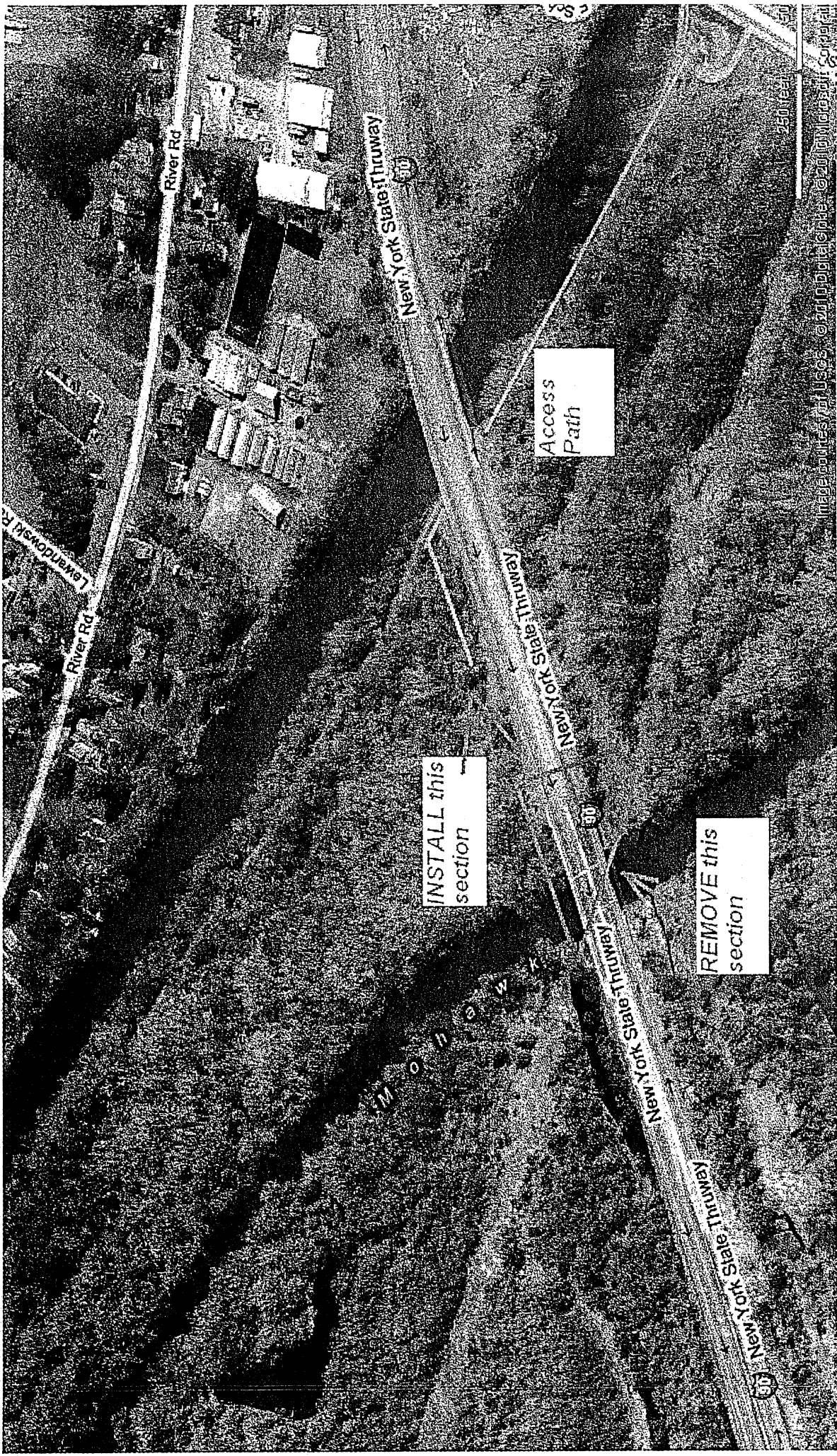
Account #

Proposed Funding Source: Federal _____ State _____ County _____

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

Past Performance Data: **N/A**

Oneida County Department Staff Comments

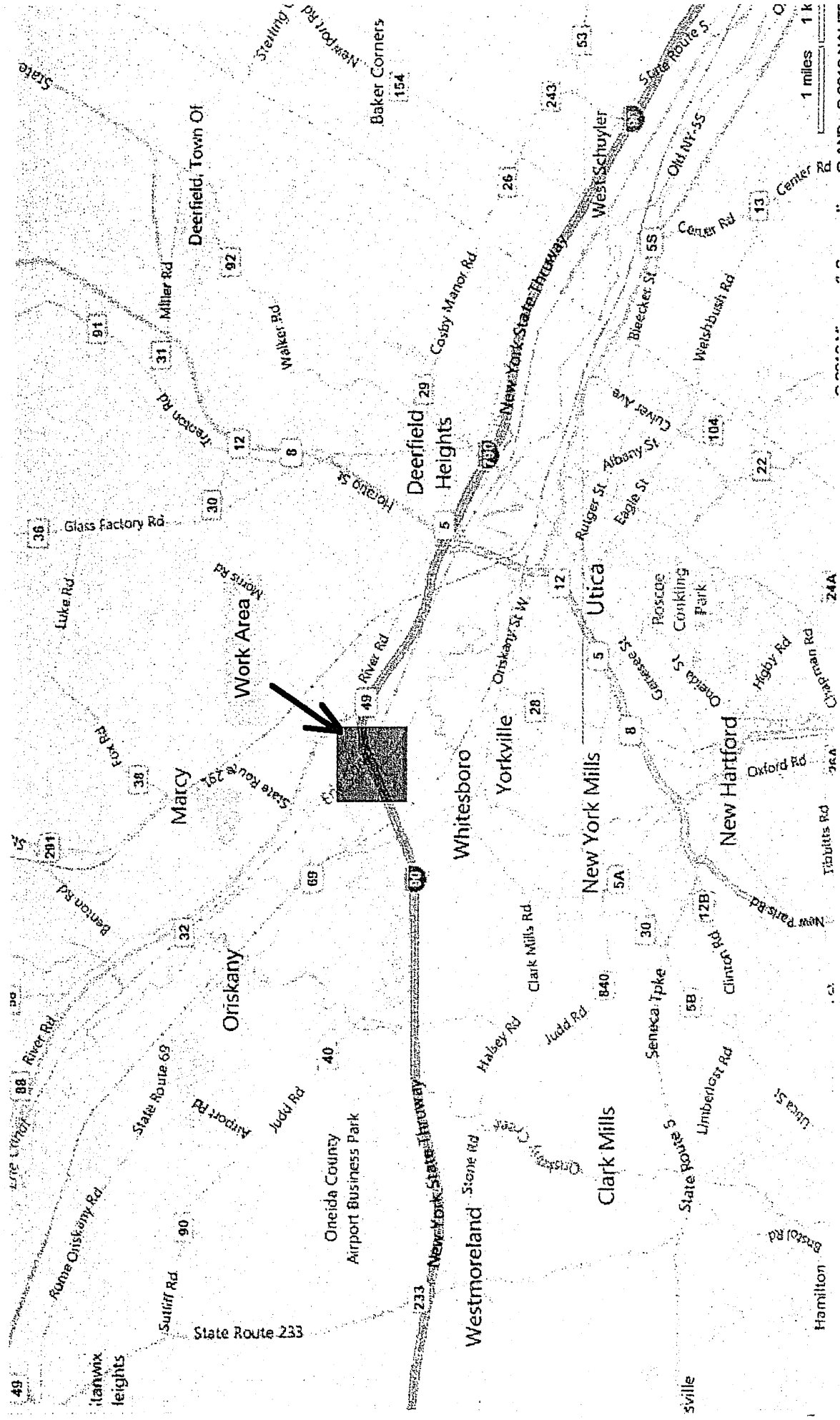


INSTALL this section

Access Path

REMOVE this section

Image courtesy of USGS, © 2010 DigitalGlobe, © 2010 Microsoft Corporation



Work Area

1 miles
1 k

EASEMENT

THIS INDENTURE, made the _____ day of _____, in the Year Two Thousand _____, by and between THE BOARD of LEGISLATORS of the COUNTY of ONEIDA having its principle office and place of business at 800 Park Avenue, Utica, New York 13501, hereinafter called the Grantor, and NIAGARA MOHAWK POWER CORPORATION, a transportation corporation of the State of New York having its principal office and place of business at 300 Erie Boulevard West, Syracuse, New York 13202, hereinafter called the Company.

WITNESSETH:

That the Grantor, in consideration of One Dollar (\$1.00) and other valuable consideration paid by the Company, the receipt whereof is hereby acknowledged, has granted and released and does hereby grant and release to the Company, its successors and assigns, the permanent right of way and easement to build, rebuild, relocate, operate, repair, maintain and, at its pleasure, remove an electric line or lines, including such poles, towers, crossarms, wires, transformers, cables, underground conduit, counterpoise wires or cables, guys, stubs, anchors, brace poles, ways and such other appurtenant or supporting apparatus or structures as said Company may now or shall from time to time deem necessary, and to transmit and distribute electricity, including telephone transmission, upon, over, under, through, across and beyond a strip of land varying in width which the Grantor owns, being a part of tax parcel 292.000-1-16, Liber 2085, Page 915 in the Town of Whitestown, County of Oneida, State of New York, the centerline of said strip of land being described as follows:

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Whitestown, County of Oneida and State of New York, being more particularly bounded and described as follows:

Commencing at the intersection of the northerly boundary of the New York State Thruway with the easterly line of the lands conveyed by Henry B. Kenyon and Jennie G. Kenyon, his wife, to Adirondack Power and Light Corporation (now Niagara Mohawk Power Corporation) by deed dated June 23, 1925 filed in the Oneida County Clerk's Office in Liber 847 of Deeds at Page 394; thence N66°39'26"W along said easterly line of Niagara Mohawk Power Corp a distance of 46.25 feet to the Point of Beginning; thence continuing N66°39'26"W along said easterly line a distance of 98.85 feet to a point; thence through the lands conveyed by Kim F. Benzo, Commissioner of Finance of the County of Oneida to the Board of Legislators of the County of Oneida by deed dated December 29, 1976 filed in the Oneida County Clerk's Office in Liber 2085 of Deeds at Page 915 the following three (3) courses and distances, 1) N63°59'31"E a distance of 629.39 feet to a point, 2) N25°36'25"W a distance of 66.16 feet to a point and 3) N63°59'31"E a distance of about 118 feet to a point in the westerly blue line of the Erie Canal, said point being the westerly edge of the Mohawk River prior to its relocation; thence southerly along the westerly line of the Erie Canal blue line and former westerly line of the Mohawk River a distance of about 165 feet to a angle point therein; thence S49°14'31"E continuing along the westerly line of said Erie Canal a distance of 63.84 feet to a point in the northerly line of the New York State Thruway; thence along the northerly line of said Thruway the following two (2) courses and distances, 1) S64°21'20"W a distance of 75.78 feet to an angle point therein and 2) S64°09'28"W a distance of 30.49 feet to a point; thence through the lands of the aforementioned Board of Legislators of the County of Oneida the following two (2) courses and distances, 1) N25°36'25"W a distance of 74.42 feet to a point and 2) S63°59'31"W a distance of 564.47 feet to the Point of Beginning. Containing 1.54 acres of land more or less.

The above described premises being shown on a map prepared by Niagara Mohawk Power Corporation dated December 5, 2010, Index number 6.2-T1-M5 and drawing number 59656-C.

Subject to any and all easements, covenants and restrictions of record.

Together with the right to construct roads and driveways on said strip of land and the right of reasonable access over the Grantor's premises thereto from the highway adjoining said premises and of passage thereover on foot or with vehicles so far as the same shall be deemed necessary for the full enjoyment hereof or for reaching the Company's right of way on neighboring lands. Also the right to extend guy wires and anchors outside of said strip of land at angle points where deemed necessary by the Company.

With the right to maintain and manage said right of way to preserve the environment and to trim, cut and remove all trees, limbs, brush or other obstructions either mechanically or by the use of approved herbicides within said strip of land and any trees outside of said area which, in the opinion of the Company, may be likely to fall upon said lines or to interfere with the satisfactory operation thereof. The Grantor covenants as a covenant running with the land that, without written consent of the Company, no buildings or other structures of any kind shall be erected or suffered upon said strip of land; that no other electric lines or wires, poles or other structures shall be permitted to cross the right of way hereby granted, except at the Company's standard clearance distance from its lines; that no trees shall be planted on said strip of land; that no equipment or materials shall be stored on said strip of land and that the grade of the said strip of land shall not be changed.

This grant is made on the express undertaking of the parties hereto that if, in entering the premises for the purpose of reconstructing, maintaining or repairing said lines any damage is done to the property of the Grantor, the then owner can name the amount of such damage done, and if the Company, its successors, assigns or agents, as may be, objects to the said amount claimed, then each party shall choose a person and, if they cannot agree, the two shall choose a third person, and the decision of any two of said persons in respect to said damages shall be final and binding upon all parties.

Except for the rights herein granted to the Company, the Grantor shall have the right to fully use and enjoy said premises. This grant and easement shall at all times be deemed to be a continuing covenant running with the land for the benefit and use of all the properties and premises of the Company, its successors and assigns, used and useful in the transmission and/or distribution of electricity and shall inure to and be binding upon the successors, heirs and assigns of the Grantor.

TO HAVE AND TO HOLD the rights hereby granted unto the said Company, its successors and assigns forever; and that the said Grantor hereby covenants as follows:

- First: That the Company shall quietly enjoy the rights hereby granted.
 - Second: That the Grantor will forever warrant the title of the rights hereby granted.
- For the title of the Grantor see the following conveyance(s):

IN WITNESS WHEREOF the Grantor has executed this Instrument the day and year first above written.

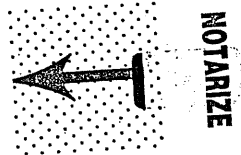
Witness: _____ (L.S.)

_____ (L.S.)

State of New York)
 ss:
County of _____)

On the _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

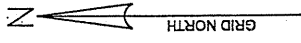
Notary Public



State of New York)
 ss:
County of _____)

On the _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public



LEGEND

- PROPERTY LINES
- PROPOSED EASEMENT LINES
- EXISTING TRANSMISSION LINE
- PROPOSED TRANSMISSION LINE
- EXISTING WOOD TRANSMISSION POLE
- PROPOSED WOOD TRANSMISSION POLE

PREPARED BY
SURVEY PROJECT #4239.01

NIAGARA MOHAWK POWER CORPORATION
D.B.A. nationalgrid

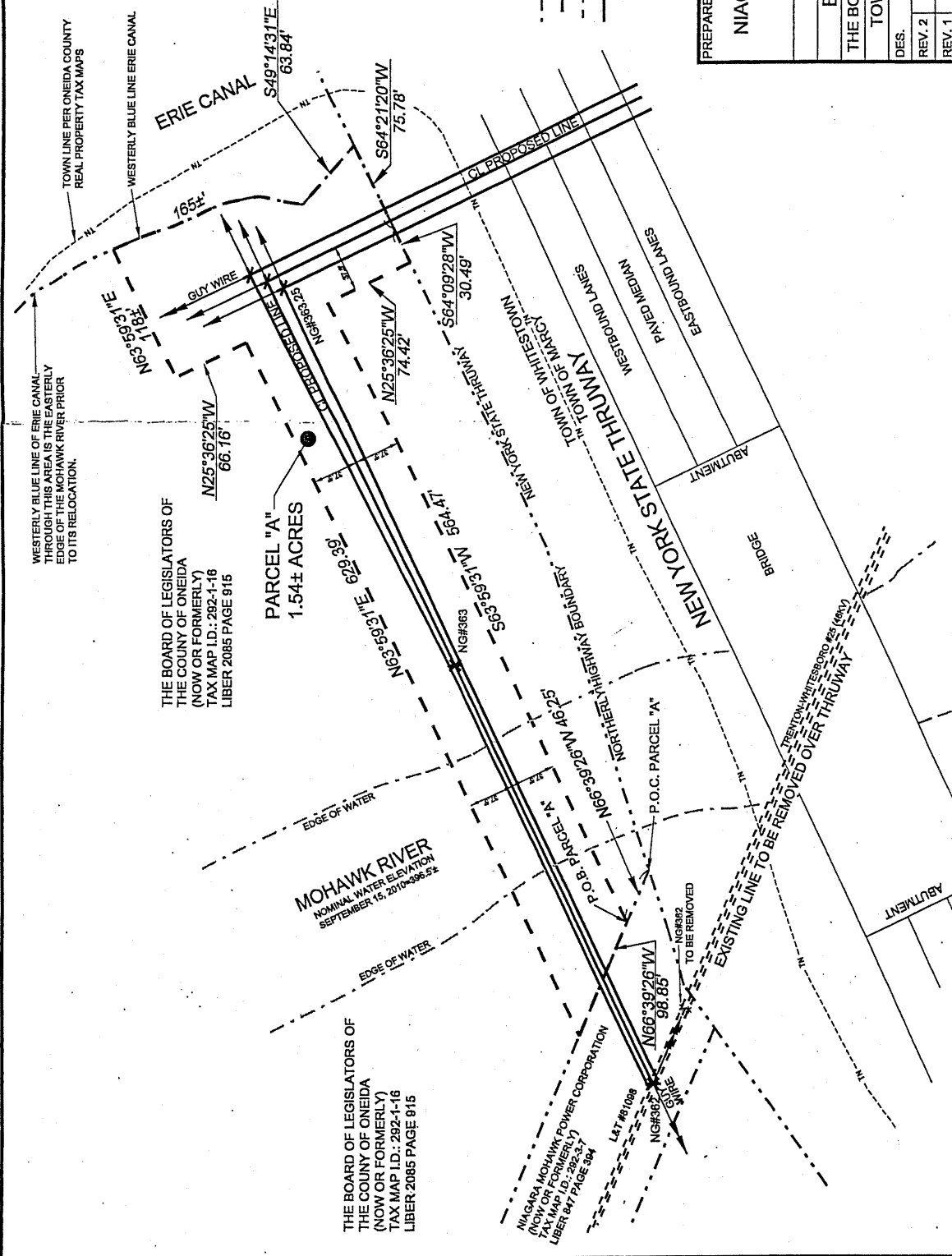
EXHIBIT "A"

EASEMENT TO BE ACQUIRED FROM

THE BOARD OF LEGISLATORS OF THE COUNTY OF ONEIDA
TOWN OF WHITESTOWN - ONEIDA COUNTY, N.Y.

DES.	DR. EWH	CK. EWD	DATE: 12/15/10	SCALE: 1"=100'	INDEX: 6.2-T1-M5
REV. 2					
REV. 1					NO. 59656-C

SHEET 1 OF 1



This document contains confidential and proprietary information of Niagara Mohawk Power Corporation. It is to be used by authorized contractors for the project for which it has been prepared. It is to be held in confidence and not to be disseminated to any other party without the express written authorization of Niagara Mohawk Power Corporation. If it is reproduced or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of Niagara Mohawk Power Corporation, it is strictly prohibited.



**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

February 2, 2011

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

FN 20 11 - 084

PUBLIC WORKS

WAYS & MEANS

Re: Work Order #20 Phase 4 Physical Survey-Manhole Inspections
HG447-Consent Order Sewer Repairs, Phase 1
Shumaker Consulting Engineering and Land Surveying, P.C.

RECEIVED
ONEIDA COUNTY LEGISLATURE
2011 FEB 10 PM 12:07

Dear County Executive Picente:

On July 25, 2007 the Oneida County Board of Legislators authorized hiring Shumaker Consulting Engineering and Land Surveying, P.C. to provide engineering services for compliance with the consent order issued by the New York State Department of Environmental Conservation and for resolving permit issues affecting the Oneida County Water Pollution Control Plant. The formal contract between Shumaker and Oneida County, approved on November 28, 2007 by the Board of Legislators, calls for the submission of Work Orders with associated pricing for specific tasks that are needed as the project develops.

Shumaker has submitted for consideration Work Order #20. This work order covers engineering services related to manhole inspections that need to be conducted as part of the ongoing sewer investigations in the municipalities serviced by the Sauquoit Creek Pumping Station. This work needs to be done to complete the investigative work on the municipal sewer system manholes tributary to the pumping station so that further repair work can be identified and undertaken.

Under this work order, Shumaker will provide crews to inspect the approximately 3500 additional manholes in the municipal sewer systems tributary to the Sauquoit Creek Pumping Station. They will provide the data management and analysis as well as the municipal coordination that is necessary for this effort. Specific tasks are identified in the work order details attachment to this letter.

NYSDEC has indicated that they would like all the remaining manhole inspections done this year. This work order accomplishes this task.

This work will be done as part of capital project HG447. Funding for this capital project will be provided through borrowing from Environmental Facilities Corporation (EFC). Consequently, proceeding with work covered under this work order will be contingent upon funding approval by EFC.

Department staff has reviewed this work order and its scope of work and find it acceptable. It is recommended that this work order be accepted with an estimated cost of \$438,000.

The Honorable Anthony J. Picente, Jr.
February 2, 2011
Page 2 of 2



If possible, I would request the Board act on this at their March 16th meeting. I am available to meet with you or the Board at your convenience to discuss this request and explain this item in more detail.

Thank you for your consideration in this matter.

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

Steven P. Devan, P.E.
Commissioner

Cc: Karl E. Schrantz, P.E. – Shumaker Engineering

Attachments: Six (6) copies of Work Order #20

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

Anthony J. Picente, Jr.
County Executive

Date 2/10/11

Oneida Co. Department: WQ&WPC

Competing Proposal X
Only Respondent _____
Sole Source RFP _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name of Proposing Organization: Shumaker Consulting Engineering & Land Surveying, P.C.

Title of Activity or Service:

Work Order #20- Phase 4 Physical Survey-Manhole Inspections

Proposed Dates of Operation: Date of funding through 12/31/2012

Client Population/Number to be Served: Oneida County Sewer District (approximately 110,000 users)

Summary Statements

1) Narrative Description of Proposed Services

This work order provides funding for engineering services relative to manhole inspections for municipal sewer systems tributary to the Sauquoit Creek Pumping Station. Approximately 3500 manholes will be inspected over the next year.

2) Program/Service Objectives and Outcomes:

Comply with NYSDEC Consent order dated 7/14/2007

3) Program Design and Staffing

Staffing and services will be provided by Shumaker and its subconsultants.

Total Funding Requested: \$438,000

Account # HG447

Oneida County Dept. Funding Recommendation: HG447

Proposed Funding Sources (Federal \$/ State \$/County \$): Capital Project HG447 which will be funded through borrowing from the Environmental Facilities Corporation.

Cost Per Client Served: \$3.98

Past Performance Data: None-new work order

O.C. Department Staff Comments: This activity is being required by NYSDEC. Costs are high due to condensed timetable. Original Shumaker master agreement approved on 11/28/07.

WORK ORDER 20

PHASE 4 PHYSICAL SURVEY – MANHOLE INSPECTIONS CWSRF Project No. C6-6070-08-00

I. PROJECT UNDERSTANDING

A Sanitary Sewer Overflow Mitigation Plan was submitted by Oneida County to the New York State Department of Environmental Conservation (NYSDEC) on July 7, 2010. This was done in response to the requirements of the Consent Order (No. R620060823-67) between NYSDEC and Oneida County due to sanitary sewer overflows at the Sauquoit Creek Pumping Station. Among the scheduled work items outlined in the SSO Mitigation Plan is the completion of inspections of manholes within the Sauquoit Creek Pumping Station basin. The purpose of this Work Order is to define the engineering services necessary to undertake this manhole inspection program. Manhole inspections completed to date have yielded significant amount of invaluable information regarding the condition of various sections of sanitary sewers within the project area. Specifically, this work Order covers inspections of the approximately 3,500 remaining locatable and accessible public sanitary sewer manholes within the Sauquoit Creek Pumping Station service area.

II. SCOPE OF SERVICES

SCE will perform the following tasks associated with this work order:

A. Task 1: Manhole Inspection Program

This Work Order will expand the manhole data collection and inspection program to include the inspection of approximately 3,500 additional public sanitary sewer manholes within the Sauquoit Creek Pumping Station Basin. To date, approximately 1,800 manholes have been inspected. Inspection data will be completed electronically in the field using the GBA Master Series manhole inspection template to document the structural condition and existing inflow/infiltration (I/I) potential for each inspected manhole. Digital photos of the manhole will be taken and observed defects in the manhole will be recorded. Inspections will be performed from ground level; and no physical entries will be made in order to comply with confined space safety provisions. Collected data will be uploaded at appropriate intervals for storage on Oneida County's server. Manholes that cannot be located and/or opened by the inspection crews will be noted and a list provided to the County and the owner of the manhole. These manholes will be inspected once located and opened and/or raised to grade by the owner of the manhole.

SCE inspection crews will also utilize Oneida County's manhole inspection camera in support of the manhole inspection program if observations warrant a visual inspection of the connecting sewer piping. Where the inspection camera visually identifies defects in pipe and/or manholes, a video recording will be captured and the data will be stored on the County server.

In addition, we will allocate time to conduct a limited number of re-visits to previously inspected manholes in targeted low-lying and/or high ground water areas during the late winter/early spring snow melt in order to monitor I/I conditions.

SCE will utilize the SQL Server database and GBA Master Series to manage the data collected during the inspections. The data will be uploaded to the server during the project for backup and availability to the SCE project team and the County. The database will include the data collected during inspections along with the photos taken.

B. Task 2: Data Management and Analysis

The SCE team will coordinate the GIS data management, including data collection protocols, data entry, and file management, in support of the project GIS database. The SCE team will coordinate necessary data merges of electronic data with Oneida County. The database will be updated as new field data is obtained.

C. Task 3: Physical Survey Report

The collected field information will be assessed and incorporated into a Manhole Inspection Report. This report will summarize findings from the completed inspection effort. The resulting information will be used to plan and implement follow up manhole rehabilitation projects.

D. Task 4: Municipal Coordination

Conducting the manhole inspections within the municipal sewer systems requires a limited amount of coordination with municipal representatives. This includes advance notification of inspection activities, coordination when immediate maintenance issues are identified, and meetings/coordination to discuss information discovered during the inspection procedures.

III. SCHEDULE

The services associated with this Work Order will commence when authorized by Oneida County. It is anticipated that Work will be completed by December 31, 2012.

IV. COMPENSATION

- A.** Oneida County will be billed for actual labor hours charged at the billing rates contained in Attachment A, plus direct project expenses (e.g., identifiable reproduction costs, shipping charges, equipment purchases and/or rentals, etc.). The Compensation for the Scope of Services outlined in Section II is estimated on Table 1.
- B.** Payments for the work will be due monthly on the basis of statements submitted by the Engineer for the work performed during the period.
- C.** Additional services beyond the Scope of Services will be considered extra work and will necessitate additional compensation.

V. STANDARD TERMS AND CONDITIONS

The services described above will be completed as Work Order 20 under the Terms and Conditions of the Master Agreement for Consulting Services dated July 16, 2007, between SCE and Oneida County.

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

Consultant
**SHUMAKER CONSULTING ENGINEERING
& LAND SURVEYING, P.C.**

Client
COUNTY OF ONEIDA

By: Paul D. Romano, P.E.

By: Anthony J. Picente, Jr.

Title: Senior Managing Engineer

Title: County Executive

Signature: 

Signature: _____

Date: 1/5/2011

Date: _____

**ATTACHMENT A
RATE SCHEDULE**

1.0 SHUMAKER CONSULTING ENGINEERING & LAND SURVEYING, P.C.

1.1 Hourly Rates

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2011:

Labor Category	Hourly Rate
Principal	\$195.00
Senior Managing Engineer	\$161.00
Managing Engineer II	\$140.00
Land Surveyor II	\$148.00
Managing Engineer I	\$140.00
Sr. Project Engineer	\$127.00
Land Surveyor I	\$104.00
Project Engineer	\$116.00
Engineer	\$99.00
Environmental Scientist III	\$90.00
Sr. Eng Technician	\$78.00
Assistant Engineer	\$81.00
Environmental Scientist II	\$87.00
Engineering Technician	\$57.00
Jr. Engineer	\$72.00
Environmental Scientist I	\$57.00
Technician	\$51.00
Technical Typist	\$55.00
Party Chief (Field)	\$82.00
Instrument Person (Field)	\$60.00
Rod Person (Field)	\$57.00

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

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2011:

- 1.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 1.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 1.2.3 The actual cost of outside services and subcontractors plus 5%;
- 1.2.4 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 1.2.5 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 1.2.6 The actual cost of permits and fees required for the project and paid by SCE;
- 1.2.7 The actual cost for additional insurance required by the Owner in excess of SCE's normal coverage's or limits;
- 1.2.8 The actual cost of premiums paid on overtime worked.

2.0 STEARNS & WHEELER, LLC

2.1 Hourly Rates

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2011:

Labor Category	Hourly Rate
Vice President/Technical Advisor	\$211.00
Associate	\$167.00
Senior Project Manager	\$150.00
Senior Engineer	\$140.00
Project Manager	\$136.00
Project Engineer	\$106.00
Engineer or Scientist	\$92.00
Architect	\$102.00
Managing Designer	\$126.00
Senior Designer	\$100.00
Designer	\$90.00
Senior Drafter	\$73.00
Drafter	\$61.00
Technician	\$62.00
Senior Project Representative	\$100.00
Field Technician	\$55.00
Secretarial/Word Processing	\$65.00

2.2 Non-salary expenses and outside services attributable to the Project

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2011:

- 2.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 2.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 2.2.3 The actual cost of outside services and subcontractors plus 5%;
- 2.2.4 Cadd Workstation at \$16/hour
- 2.2.5 Telecommunication charges including long distance telephone, facsimile, and cell phone charges at \$1.15/hour
- 2.2.6 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 2.2.7 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 2.2.8 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 2.2.9 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 2.2.10 The actual cost of premiums paid on overtime worked.

Oneida Co. Department: WQ&WPC

Competing Proposal X

Only Respondent _____

Sole Source RFP _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name of Proposing Organization: Shumaker Consulting Engineering & Land Surveying, P.C.

Title of Activity or Service:

Work Order #20- Phase 4 Physical Survey-Manhole Inspections

Proposed Dates of Operation: Date of funding through 12/31/2012

Client Population/Number to be Served: Oneida County Sewer District (approximately 110,000 users)

Summary Statements

1) Narrative Description of Proposed Services

This work order provides funding for engineering services relative to manhole inspections for municipal sewer systems tributary to the Sauquoit Creek Pumping Station. Approximately 3500 manholes will be inspected over the next year.

2) Program/Service Objectives and Outcomes:

Comply with NYSDEC Consent order dated 7/14/2007

3) Program Design and Staffing

Staffing and services will be provided by Shumaker and its subconsultants.

Total Funding Requested: \$438,000

Account # HG447

Oneida County Dept. Funding Recommendation: HG447

Proposed Funding Sources (Federal \$/ State \$/County \$): Capital Project HG447 which will be funded through borrowing from the Environmental Facilities Corporation.

Cost Per Client Served: \$3.98

Past Performance Data: None-new work order

O.C. Department Staff Comments: This activity is being required by NYSDEC. Costs are high due to condensed timetable. Original Shumaker master agreement approved on 11/28/07.



**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

February 2, 2011

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

FN 20 11 - 085
**PUBLIC WORKS
WAYS & MEANS**

RECEIVED
ONEIDA COUNTY LEGISLATURE
2011 FEB 10 PM 12:47

Re: Work Order #7-5 Public Information/Public Outreach (FY2011), Amendment 5
Shumaker Consulting Engineering and Land Surveying, P.C.

Dear County Executive Picente:

On July 25, 2007 the Oneida County Board of Legislators authorized hiring Shumaker Consulting Engineering and Land Surveying, P.C. to provide engineering services for compliance with the consent order issued by the New York State Department of Environmental Conservation and for resolving permit issues affecting the Oneida County Water Pollution Control Plant. The formal contract between Shumaker and Oneida County, approved on November 28, 2007 by the Board of Legislators, calls for the submission of Work Orders with associated pricing for specific tasks that are needed as the project develops.

Shumaker has submitted for consideration the Work Order #7-5. This work order covers services related to the support of the Steering Committee, the Working Group and any subcommittees formed by the Steering Committee for FY2011. Specific tasks are identified in the work order details attachment to this letter. As this work is specific to the Steering Committee and the Sanitary Sewer Overflow Abatement Project, funding will be provided by capital project HG406.

Department staff has reviewed this work order and its scope of work and find it acceptable. It is recommended that this work order be accepted with an estimated cost of \$42,000.

If possible, I would request the Board act on this at their March 16th meeting. I am available to meet with you or the Board at your convenience to discuss this request and explain this item in more detail.

Thank you for your consideration in this matter.

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

Steven P. Devan, P.E.
Commissioner

Cc: Karl E. Schrantz, P.E. – Shumaker Engineering

Attachments: Six (6) copies of Work Order #7-5

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

Anthony J. Picente, Jr.
County Executive
Date: 2/10/11

Oneida Co. Department: WQ&WPC

Competing Proposal X
Only Respondent _____
Sole Source RFP _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name of Proposing Organization: Shumaker Consulting Engineering & Land Surveying, P.C.

Title of Activity or Service:

Work Order #7-5 Public Information/Public Outreach for FY2011

Proposed Dates of Operation: FY2011

Client Population/Number to be Served: Oneida County Sewer District
(approximately 110,000 users)

Summary Statements

1) Narrative Description of Proposed Services

This work order provides funding primarily for the activities for the Steering Committee, the Working Group and subcommittees of the steering committee for FY2011.

2) Program/Service Objectives and Outcomes:

Comply with NYSDEC Consent order dated 7/14/2007

3) Program Design and Staffing

Staffing and services will be provided by Shumaker and its subconsultants.

Total Funding Requested: \$42,000

Account # HG406

Oneida County Dept. Funding Recommendation: HG406

Proposed Funding Sources (Federal \$/ State \$/County \$): Capital Project HG406

Cost Per Client Served: \$0.39

Past Performance Data: None-new work order

O.C. Department Staff Comments: Similar activities have been funded since 2008 under previous work orders. Original Shumaker master agreement approved on 11/28/07.

**WORK ORDER 7
Amendment No. 5**

PROGRAM ADMINISTRATION – FY-2011

I. PROJECT UNDERSTANDING

The purpose of this amendment is to extend the services of Work Order No. 7 – Program Administration through December 31, 2011. Program Administration covers those services related to project management, Steering Committee facilitation, and general member community coordination, all in support of the SPDES Permit Compliance and sanitary sewer overflow (SSO) Mitigation project.

Project management includes staffing and resource allocation, subconsultant coordination, project accounting, cost control, and project administrative assistance to the Commissioner of Water Quality and Water Pollution Control (WQWPC) on an as needed basis.

Services will primarily include the services of Paige Group and their support to the Steering Committee, the Working Group and Subcommittees of the Steering Committee, and other stakeholder groups affected by the SPDES Permit Compliance and sanitary sewer overflow (SSO) Mitigation project.

II. SCOPE OF SERVICES

A. Task 1: Project Management

Shumaker Consulting Engineering & Land Surveying, P.C. (SCE) will provide periodic progress updates to the Commissioner.

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

In addition, project management will include staffing and resource allocation, subconsultant coordination, project accounting, cost control, and administrative assistance to the Commissioner on an as needed basis.

B. Task 2: Meeting Planning and Facilitation

The Project Team, led by the Paige Group, will continue to be responsible for the planning and facilitation of meetings. This will include:

1. Coordination and facilitation of Steering Committee meetings, Working Group meetings, and other subcommittee meetings as required; development of meeting agendas; coordination of meeting logistics; and serving as the liaison among the Steering Committee members, SCE Team, and Oneida County.
2. Preparation and distribution of Steering Committee materials, including:

- a) Project-related reference materials, especially information about private property I/I, institutional structure, and funding.
 - b) Meeting agendas.
 - c) Member notification.
 - d) Compilation and distribution of meeting reports.
 - e) Periodic surveying of committee members to assess the effectiveness of the Steering Committee process.
3. Maintain database of project team, Steering Committee members, stakeholders, and key constituents.
 4. Participate in District staff and technical group meetings.
 5. Act as liaison between the technical consultants and the County Executive's office.

III. SCHEDULE

The work of this Work Order amendment will continue through the current fiscal year ending December 31, 2011.

IV. COMPENSATION

- A. Oneida County will be billed for actual labor hours charged at the billing rates contained in Attachment A, plus direct project expenses (e.g., identifiable reproduction costs, shipping charges, etc.). The Compensation for the Scope of Services through December 31, 2011 as outlined in Section II as shown on on Table 1.
- B. Payments for the work will be due monthly on the basis of statements submitted by the Engineer for the work performed during the period.
- C. Additional services beyond the Scope of Services will be considered extra work and will necessitate additional compensation.

V. STANDARD TERMS AND CONDITIONS

The services described above will be completed as Work Order No. 7 – Amendment No. 5 under the Terms and Conditions of the Master Agreement for Consulting Services with the effective date of July 16, 2007, between SCE and Oneida County.

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

Consultant
**SHUMAKER CONSULTING ENGINEERING
& LAND SURVEYING, P.C.**

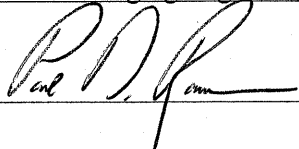
Client
COUNTY OF ONEIDA

By: Paul D. Romano, PE

By: _____

Title: Senior Managing Engineer

Title: _____

Signature: 

Signature: _____

Date: 1/11/2011

Date: _____

**ATTACHMENT A
RATE SCHEDULE**

1.0 SHUMAKER CONSULTING ENGINEERING & LAND SURVEYING, P.C.

1.1 Hourly Rates

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2011:

Labor Category	Hourly Rate
Principal	\$195.00
Senior Managing Engineer	\$161.00
Managing Engineer II	\$140.00
Land Surveyor II	\$148.00
Managing Engineer I	\$140.00
Sr. Project Engineer	\$127.00
Land Surveyor I	\$104.00
Project Engineer	\$116.00
Engineer	\$99.00
Environmental Scientist III	\$90.00
Sr. Eng Technician	\$78.00
Assistant Engineer	\$81.00
Environmental Scientist II	\$75.00
Engineering Technician	\$57.00
Jr. Engineer	\$72.00
Environmental Scientist I	\$57.00
Technician	\$51.00
Technical Typist	\$55.00
Party Chief (Field)	\$82.00
Instrument Person (Field)	\$60.00
Rod Person (Field)	\$57.00

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

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2011:

- 1.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 1.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 1.2.3 The actual cost of outside services and subcontractors plus 5%;
- 1.2.4 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 1.2.5 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 1.2.6 The actual cost of permits and fees required for the project and paid by SCE;
- 1.2.7 The actual cost for additional insurance required by the Owner in excess of SCE's normal coverage's or limits;
- 1.2.8 The actual cost of premiums paid on overtime worked.

2.0 STEARNS & WHEELER, LLC

2.1 Hourly Rates

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2011:

Labor Category	Hourly Rate
Vice President/Technical Advisor	\$211.00
Associate	\$167.00
Senior Project Manager	\$150.00
Senior Engineer	\$140.00
Project Manager	\$136.00
Project Engineer	\$106.00
Engineer or Scientist	\$92.00
Architect	\$102.00
Managing Designer	\$126.00
Senior Designer	\$100.00
Designer	\$90.00
Senior Drafter	\$73.00
Drafter	\$61.00
Technician	\$62.00
Senior Project Representative	\$100.00
Field Technician	\$55.00
Secretarial/Word Processing	\$65.00

2.2 Non-salary expenses and outside services attributable to the Project

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2011:

- 2.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 2.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 2.2.3 The actual cost of outside services and subcontractors plus 5%;
- 2.2.4 Cadd Workstation at \$16/hour
- 2.2.5 Telecommunication charges including long distance telephone, facsimile, and cell phone charges at \$1.15/hour
- 2.2.6 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 2.2.7 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 2.2.8 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 2.2.9 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 2.2.10 The actual cost of premiums paid on overtime worked.

3.0 BROWN AND CALDWELL

3.1 Hourly Rates

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2011:

Labor Category	Hourly Rate
Senior Vice President	\$234.00
Vice President/Technical Advisor	\$219.00
Managing Engineer	\$206.00
Supervising Engineer	\$185.00
Principal Engineer	\$153.00
Senior Engineer/Scientist	\$142.00
Engineer/Scientist III	\$114.00
Engineer/Scientist II	\$104.00
Engineer/Scientist I	\$94.00
Senior Drafter/Technician	\$98.00
Drafter/Technician	\$84.00
Office Support	\$65.00

3.2 Non-salary expenses and outside services attributable to the Project

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2011:

- 3.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 3.2.1 The actual cost of outside services and subcontractors plus 5%;
- 3.2.3 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 3.2.4 Associated Project Cost (APC) at \$8/ hour to recover CONSULTANT's costs related to network infrastructure and IS support including CADD, local and long distance telephone charges, cell phone costs and postage and freight charges.
- 3.2.5 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 3.2.6 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 3.2.7 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 3.2.8 The actual cost of premiums paid on overtime worked.

4.0 PAIGE MARKETING COMMUNICATION GROUP, INC.

4.1 Hourly Rates

CLIENT shall pay Compensation to be based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2011:

Labor Category	Hourly Rate
Public Relations Consultant (Principal)	\$150.00
Account Planner	\$95.00
Copy Writer	\$85.00
Graphic Designer	\$85.00
Public Relations Specialist	\$70.00
Account Coordinator	\$70.00
Production Specialist	\$70.00
Secretarial/Office Support	\$50.00

4.2 Non-salary expenses and outside services attributable to the Project:

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2011:

- 4.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 4.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 4.2.3 The actual cost of outside services and subcontractors plus 5%;
- 4.2.4 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 4.2.5 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 4.2.6 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 4.2.7 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 4.2.8 The actual cost of premiums paid on overtime worked.

5.0 ENVIRONMENTAL CAPITAL, LLC

5.1 Hourly Rates

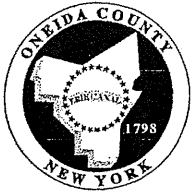
CLIENT shall pay Compensation to be based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2011:

Labor Category	Hourly Rate
Principal Financial Consultant	\$195.00
Managing Financial Consultant	\$175.00
Associate Financial Consultant	\$150.00

5.2 Non-salary expenses and outside services attributable to the Project:

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2011:

- 5.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 5.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 5.2.3 The actual cost of outside services and subcontractors plus 5%;
- 5.2.4 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 5.2.5 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 5.2.6 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 5.2.7 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 5.2.8 The actual cost of premiums paid on overtime worked.



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

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

Anthony J. Picente, Jr.
County Executive

Steven P. Devan, P.E.
Commissioner

February 2, 2011

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

FN 20 11-086
PUBLIC WORKS

WAYS & MEANS

Re: Work Order #12 Water Pollution Control Plant and Pump Station Evaluation
HG448-Consent Order Sewer Repairs, Phase 2A
Shumaker Consulting Engineering and Land Surveying, P.C.

RECEIVED
ONEIDA COUNTY LEGISLATURE
2011 FEB 10 PM 12:37

Dear County Executive Picente:

On July 25, 2007 the Oneida County Board of Legislators authorized hiring Shumaker Consulting Engineering and Land Surveying, P.C. to provide engineering services for compliance with the consent order issued by the New York State Department of Environmental Conservation and for resolving permit issues affecting the Oneida County Water Pollution Control Plant. The formal contract between Shumaker and Oneida County, approved on November 28, 2007 by the Board of Legislators, calls for the submission of Work Orders with associated pricing for specific tasks that are needed as the project develops.

Shumaker has submitted for consideration the Work Order #12. This work order covers services related to a detailed evaluation of the process and hydraulic capacity of each unit process at the Water Pollution Control Plant and potential modifications to the Sauquoit Creek Pumping Station and associated force main. As you are aware, NYSDEC has questioned the capacity of the plant and has identified this as a potential impediment to future development.

The data generated from this work order will be utilized to evaluate the alternatives to expanding the capacity of the facility and incorporating the "Split Flow" concept into facility operations. Alternatives to increase the capacity of the Sauquoit Creek Pumping Station as well as the force main between the pumping station and the plant will also be evaluated as it relates to the Plan of Study submitted to NYSDEC in July 2010. Specific tasks are identified in the work order details attachment to this letter.

This work will be done as part of capital project HG448. Funding for this capital project will be provided through borrowing from Environmental Facilities Corporation (EFC). Consequently, proceeding with work covered under this work order will be contingent upon funding approval by EFC.

Department staff has reviewed this work order and its scope of work and find it acceptable. It is recommended that this work order be accepted with an estimated cost of \$627,000.

The Honorable Anthony J. Picente, Jr.
February 2, 2011
Page 2 of 2



If possible, I would request the Board act on this at their March 16th meeting. I am available to meet with you or the Board at your convenience to discuss this request and explain this item in more detail.

Thank you for your consideration in this matter.

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

A handwritten signature in black ink, appearing to read "Steven P. Devan".

Steven P. Devan, P.E.
Commissioner

Cc: Karl E. Schrantz, P.E. – Shumaker Engineering

Attachments: Six (6) copies of Work Order #12

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

A handwritten signature in black ink, appearing to read "Anthony J. Picente, Jr.".

Anthony J. Picente, Jr.
County Executive

Date 2/10/11

Oneida Co. Department: WQ&WPC

Competing Proposal X

Only Respondent _____

Sole Source RFP _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name of Proposing Organization: Shumaker Consulting Engineering & Land Surveying, P.C.

Title of Activity or Service:

Work Order #12- Water Pollution Control Plant and Pump Station Evaluation

Proposed Dates of Operation: Date of funding through 3/31/12

Client Population/Number to be Served: Oneida County Sewer District (approximately 110,000 users)

Summary Statements

1) Narrative Description of Proposed Services

This work order provides funding for a detailed evaluation, testing and analysis of the wastewater treatment plant and Sauquoit Creek Pumping Station. Also evaluates using "split flow" concept during wet weather operations to treat CSO flows.

2) Program/Service Objectives and Outcomes:

Comply with NYSDEC Consent order dated 7/14/2007

3) Program Design and Staffing

Staffing and services will be provided by Shumaker and its subconsultants.

Total Funding Requested: \$627,000

Account # HG448

Oneida County Dept. Funding Recommendation: HG448

Proposed Funding Sources (Federal \$/ State \$/County \$): Capital Project HG448 which will be funded through borrowing from the Environmental Facilities Corporation.

Cost Per Client Served: \$5.70

Past Performance Data: None-new work order

O.C. Department Staff Comments: This activity is being required by NYSDEC. Original Shumaker master agreement approved on 11/28/07.

WORK ORDER 12

WATER POLLUTION CONTROL PLANT AND PUMP STATION EVALUATION

I. PROJECT UNDERSTANDING

A Sanitary Sewer Overflow Mitigation Plan was submitted by Oneida County to the New York State Department of Environmental Conservation (NYSDEC) on July 7, 2010. This was done in response to the requirements of the Consent Order (No. R620060823-67) between NYSDEC and Oneida County due to sanitary sewer overflows (SSOs) at the Sauquoit Creek Pumping Station (SCPS). Among the scheduled work items outlined in the SSO Mitigation Plan is the completion of a detailed engineering evaluation of the Water Pollution Control Plant (WPCP) and the SCPS. This work order will expand upon the preliminary capacity assessment of the WPCP that was performed under Work Order No. 5 in 2007. The purpose of Work Order No. 12 is to more accurately establish and define the process and hydraulic capacities of the various unit processes and conduits at the WPCP, to determine the future flows and loads to the WPCP, and to perform an alternatives evaluation to increase the wastewater treatment capacities at the WPCP to accommodate future flows and loads. To mitigate the SSOs at the SCPS, this evaluation also will identify and evaluate alternatives to increase pumping capacity of the SCPS, and identify and evaluate alternatives to increase the capacity of the forcemain between the SCPS and its discharge to the WPCP. For each level of additional treatment capacity, preliminary sizing, layout, advantages, disadvantages, construction costs, and estimated operation and maintenance costs will be developed.

II. SCOPE OF SERVICES

- 1. Compile and Review Existing Data** – Review existing facility planning documents and reports related to the collection system, SCPS, and the WPCP. Obtain and review record drawings of both the SCPS and WPCP and the force main and downstream gravity interceptor sewer from the force main terminus to the WPCP. Prepare a flow schematic and hydraulic profile of the WPCP. Summarize current SPDES requirements.
- 2. Summarize Current Operating Conditions** – Obtain reporting and operating data for the SCPS, including overflows, and each unit process at the WPCP for the previous five (5) years. Meet with plant personnel to discuss and understand WPCP operations. Obtain and review existing County planning documents related to future growth and economic development. Summarize current operating conditions (winter and summer), current hydraulic capacity, rated capacity of each unit process, and SPDES permit conditions. Analyze these data to summarize current flows and loads. To the extent possible, provide insight and summarize future or proposed regulations which may affect the plant's ability to treat.
- 3. Develop Future Flows and Loads** – Develop future flows and loads based on historical WPCP data, future capacity of the SCPS, and increases in future growth and economic development. Attend and facilitate a workshop to attain consensus on future flows and loads. We anticipate evaluating incremental increases in flow to cover the wide range of additional flow that may be treated at the WPCP due to SSO mitigation and the removal of extraneous flows from the SCPS service area. We propose to evaluate wastewater treatment alternatives for an additional 10, 25,

and 50 percent of current flows and loads (Note: actual percentages to be mutually agreed upon between the engineering team and the County). Prepare a technical memorandum summarizing future flows and loads.

4. **Attend Review and Progress Meetings** – A total of eight (8) meetings have been allocated for the project. We intend to have a kick-off meeting to identify lines of communication, goals, schedule, and data needs; a brainstorming meeting to discuss potential treatment alternatives (Scope Item No. 6); two (2) meetings to present and discuss the draft and final report; and four (4) progress meetings during the course of the project. It is anticipated that at least one of these meetings will be with the New York State Department of Environmental Conservation.
5. **Remove Hydraulic Restrictions** – Identify the hydraulic elements restricting future flows within the WPCP and evaluate alternatives to alleviate these restrictions at the incremental flow increases. This will be based on a calibrated hydraulic profile of the plant from the existing headworks through the outfall.
6. **Evaluate Treatment Alternatives** – Attend and facilitate a brainstorming meeting with the County to identify and discuss alternatives to be evaluated. The intent of this meeting is to have an open discussion and identify alternatives to increase capacity at the WPCP without predetermining the feasibility of their implementation. Once a list of alternatives has been identified, each will be discussed to the extent possible in terms of its impact on capacity, applicability, operability, and maintainability. At this meeting, we will discuss the advantages and disadvantages of each alternative on a ‘high level’ basis. At the conclusion of this meeting, the brainstorming meeting participants will prescreen the alternatives and identify those that will then be further considered and evaluated in detail.

Evaluate alternatives identified from the brainstorming meeting to treat the additional incremental increases in flows and loads. For each alternative to be evaluated, we will determine preliminary sizing and layout, advantages and disadvantages, and prepare an estimate of construction cost and operations and maintenance costs. We will utilize accepted design standards for each unit process of the alternative to be evaluated. Estimated construction costs per incremental flow increase will be presented. As part of the evaluation process for increasing capacity, we will use the activated sludge simulator BioWin to predict treatment performance under various loading and operating conditions. BioWin is a computer-based kinetic model of the activated sludge process which includes all the physical/chemical and biological processes typically used in the main process stream as well as the solids processing streams. Thus it is a “whole-plant” simulator. The BioWin modeling effort will include the following steps:

- **Wastewater Characterization:** To the extent possible, existing WPCP monitoring and operating data will be used to calibrate the model. To augment existing data, a short-term sampling program will be developed to obtain the additional influent, effluent, and process data required to calibrate the model. This sampling effort will include composite and diurnal sampling phases. During the composite sampling event, composite samples of the influent, primary effluent, and secondary effluent will be collected and analyzed for various constituents over a two week period. Grab samples of key process streams also will be collected as part of this effort. During the diurnal sampling effort, grab samples will be

collected every two hours over 24 hours of the influent, primary effluent, and secondary effluent and analyzed for various constituents to determine the diurnal load pattern to the WPCP. Two such events will be scheduled: one on a weekday day and one on a weekend day.

- **Calibration/Validation:** The influent wastewater fractions and model parameters determined from the wastewater characterization sampling will be used to calibrate the model. The model will be validated by running simulations using actual past loading conditions and comparing the model outputs with measurements made at the WPCP.
- **Evaluation of Alternatives:** The various alternative operating conditions and unit processes will be built into the model and the model will then predict oxygen requirements, MLSS concentrations, effluent parameters, and solids production to be used in evaluating the impact of additional secondary treatment on the solids treatment train. Process alternatives that could potentially be considered include (but not limited to) the following:
 - Incorporation of an anoxic or anaerobic selector in the existing activated sludge basins to improve sludge settleability
 - Operation of the existing aeration basins in the sludge reaeration mode during peak flow periods to lower the solids loading rate to the final clarifiers
 - Partial primary clarifier bypass during peak flow periods
 - Other wet-weather flow treatment options
 - Side stream treatment to increase capacity
 - Year round nitrification

7. **Additional Condition Assessment** – The existing grit handling equipment is in fair to poor condition. Based on the recent physical condition assessment, it is anticipated that the equipment will require replacement in the near future. Prior to replacement, we will identify and evaluate the various types of grit handling systems to replace the existing system. Once evaluated, we will estimate construction costs. Our analysis will be limited to evaluation of systems and not preliminary design of each component (i.e., pumps, screens, classifiers). The intent of this task is to identify and evaluate alternative grit handling systems and compare these to the existing system. Our evaluation will be limited to the influent screens, grit removal system, and grit tanks.

The existing aeration system including blowers, diffusers, valves, and controls are also in fair condition. Based on the recent physical condition assessment, it is anticipated that the equipment will require replacement in the near future. As part of the replacement process, we need to identify and evaluate alternative aeration system and equipment needs. Our analysis will be similar to the grit handling evaluation in that it will be limited to evaluation of systems and not preliminary design. The intent of this task is to identify and evaluate alternative equipment (i.e., diffusers, more efficient blowers, controls) and not focus on process operational changes such as step feed or contact stabilization. We will then provide an estimate of construction costs for the replacement.

The additional condition assessments will be submitted as a technical summary report and not included with the WPCP evaluation report.

8. **Evaluate “Split Flow” Alternative** – Evaluate the plan to provide “split flow” treatment at the WPCP. In this plan, sanitary sewer flows, including those from the SCPS, and combined sewer flows will enter a new influent structure at the WPCP in separate sewers. The sanitary and combined flows will comeingle and be directed to the existing headworks as long as the total, comingled flow rate is less than the maximum flow that can be treated in the secondary treatment facilities. As the total, comingled flow rate approaches the maximum flow that can be treated in the secondary treatment facilities, a gate between the sanitary and combined sewer flows in the new influent structure will automatically close. The sanitary sewer flow will be directed to a new headworks facility and then directly to the secondary treatment facilities, bypassing the primary clarifiers. The combined sewer flow will continue to be directed to the existing headworks and pumped to the primary clarifiers. A structure downstream of the primary clarifiers will keep the secondary influent flow constant (i.e., this control structure will keep the primary effluent flow plus the sanitary sewer flow at a constant rate equal to the maximum flow that can be treated by the secondary facilities) and divert excess combined-flow primary effluent flow to disinfection, bypassing secondary treatment. As the total influent flow to the WPCP decreases to less than the maximum flow that can be treated by the secondary facilities, the gate in the new influent structure keeping the sanitary and combined sewer flows separate will open and all the influent flow will be directed to the existing headworks and receive primary and secondary treatment. Estimated construction costs will be developed for the new facilities required to implement the “flow split” concept, including preliminary design layouts and datasheets related to new equipment. In addition, we will develop a control strategy or operational plan to be used by WPCP operations.
9. **Final Clarifiers Evaluation** – The University of New Orleans 2Dc computational fluid dynamics model will be used to predict final clarifier performance at higher flows and loads. The calibrated 2Dc model also will be used to identify modifications to the existing tanks to improve performance and increase capacity. A state point analysis has been conducted that shows the existing final clarifiers are capable of handling increased flows provided known hydraulic bottlenecks are removed. Field tests will be conducted to calibrate the 2Dc model; stress tests will be conducted to validate the 2Dc model. Coordinate the field testing with Owner so as not to impact compliance with the existing SPDES permit.
10. **Evaluate Solids Handling Alternatives** – Perform a solids mass balance for the current system and for the incremental increases in flows and loads in order to estimate the increase in biosolids production. Evaluate the impacts on the existing solids handling processes and evaluate alternatives to mitigate those impacts. Discuss the impact of proposed regulations on the processing and disposal of sewage sludge. Perform preliminary sizing, layout, advantages, operation and maintenance costs, and construction costs.
11. **Evaluate Sauquoit Creek Pump Station** – Evaluate alternatives to increase the capacity of the SCPS. The current capacity of the pumping station is approximately 15 mgd with overflows as much as 25 mgd. Since we do not know how much of the influent flow to the SCPS will be reduced by the inflow and infiltration reduction program as discussed in the SSO mitigation plan, we will evaluate alternatives based on incremental flow increases. The three (3) incremental pumping station capacities are 19 mgd (current capacity plus an additional 25%), 23 mgd (current capacity plus an additional 50%), and 30 mgd (current capacity plus an

additional 100%). Alternatives to be evaluated include, but are not limited to, modifications to the pumps (larger impeller, larger motor), pump replacement, and construction of a new pumping station. Our evaluation will include preliminary sizing, layout, advantages, operation and maintenance costs, and construction costs. We will develop a graph which will depict pumping station capacity versus construction costs.

12. **Evaluate SCPS Force Main** – Evaluate the force main from the SCPS to the WPCP. The capacity shall be as stated in Scope Item No. 11 above. Determine the routing and size of the new force main at the various incremental increases in flow. We will evaluate the alignment and environmental issues associated with the forcemain. This work task also includes an evaluation of the “semi-permanent” or “interim” measure of sending additional SCPS wet weather flow to the WPCP.
13. **Draft and Final Report** – Prepare a draft report summarizing our evaluation, conclusions, and recommendations. Submit the draft report to the Oneida County Sewer District for their review. Meet with the OCSD to discuss their comments on the draft report. Address comments and finalize the report. Submit five (5) copies of the final report.

III. SCHEDULE

Our team will complete the work outlined above within twelve (12) months from authorization to proceed.

IV. COMPENSATION

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

V. STANDARD TERMS AND CONDITIONS

The services described above will be completed as Work Order No. 12 under the Terms and Conditions of the Master Agreement for Consulting Services dated July 16, 2007, between SCE and Oneida County.

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

Consultant
**SHUMAKER CONSULTING ENGINEERING
& LAND SURVEYING, P.C.**

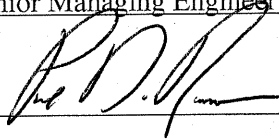
Client
COUNTY OF ONEIDA

By: Paul D. Romano, P.E.

By: Anthony J. Picente, Jr.

Title: Senior Managing Engineer

Title: County Executive

Signature: 

Signature: _____

Date: 2/1/2011

Date: _____

**ATTACHMENT A
RATE SCHEDULE**

1.0 SHUMAKER CONSULTING ENGINEERING & LAND SURVEYING, P.C.

1.1 Hourly Rates

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2011:

Labor Category	Hourly Rate
Principal	\$195.00
Senior Managing Engineer	\$161.00
Managing Engineer II	\$140.00
Land Surveyor II	\$148.00
Managing Engineer I	\$140.00
Sr. Project Engineer	\$127.00
Land Surveyor I	\$104.00
Project Engineer	\$116.00
Engineer	\$99.00
Environmental Scientist III	\$90.00
Sr. Eng Technician	\$78.00
Assistant Engineer	\$81.00
Environmental Scientist II	\$87.00
Engineering Technician	\$57.00
Jr. Engineer	\$72.00
Environmental Scientist I	\$57.00
Technician	\$51.00
Technical Typist	\$55.00
Party Chief (Field)	\$82.00
Instrument Person (Field)	\$60.00
Rod Person (Field)	\$57.00

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

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2011:

- 1.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 1.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 1.2.3 The actual cost of outside services and subcontractors plus 5%;
- 1.2.4 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 1.2.5 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 1.2.6 The actual cost of permits and fees required for the project and paid by SCE;
- 1.2.7 The actual cost for additional insurance required by the Owner in excess of SCE's normal coverage's or limits;
- 1.2.8 The actual cost of premiums paid on overtime worked.

2.0 STEARNS & WHEELER, LLC

2.1 Hourly Rates

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2011:

Labor Category	Hourly Rate
Vice President/Technical Advisor	\$211.00
Associate	\$167.00
Senior Project Manager	\$150.00
Senior Engineer	\$140.00
Project Manager	\$136.00
Project Engineer	\$106.00
Engineer or Scientist	\$92.00
Architect	\$102.00
Managing Designer	\$126.00
Senior Designer	\$100.00
Designer	\$90.00
Senior Drafter	\$73.00
Drafter	\$61.00
Technician	\$62.00
Senior Project Representative	\$100.00
Field Technician	\$55.00
Secretarial/Word Processing	\$65.00

2.2 Non-salary expenses and outside services attributable to the Project

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2011:

- 2.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 2.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 2.2.3 The actual cost of outside services and subcontractors plus 5%;
- 2.2.4 Cadd Workstation at \$16/hour
- 2.2.5 Telecommunication charges including long distance telephone, facsimile, and cell phone charges at \$1.15/hour
- 2.2.6 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 2.2.7 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 2.2.8 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 2.2.9 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 2.2.10 The actual cost of premiums paid on overtime worked.

3.0 BROWN AND CALDWELL

3.1 Hourly Rates

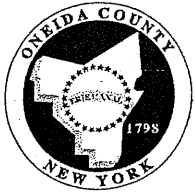
CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2011:

Labor Category	Hourly Rate
Senior Vice President	\$234.00
Vice President/Technical Advisor	\$219.00
Managing Engineer	\$206.00
Supervising Engineer	\$185.00
Principal Engineer	\$153.00
Senior Engineer/Scientist	\$142.00
Engineer/Scientist III	\$114.00
Engineer/Scientist II	\$104.00
Engineer/Scientist I	\$94.00
Senior Drafter/Technician	\$98.00
Drafter/Technician	\$84.00
Office Support	\$65.00

3.2 Non-salary expenses and outside services attributable to the Project

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2011:

- 3.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 3.2.1 The actual cost of outside services and subcontractors plus 5%;
- 3.2.3 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 3.2.4 Associated Project Cost (APC) at \$8/ hour to recover CONSULTANT's costs related to network infrastructure and IS support including CADD, local and long distance telephone charges, cell phone costs and postage and freight charges.
- 3.2.5 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 3.2.6 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 3.2.7 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 3.2.8 The actual cost of premiums paid on overtime worked.



ONEIDA COUNTY DEPARTMENT OF WATER QUALITY & WATER POLLUTION CONTROL

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

Anthony J. Picente, Jr. County Executive

Steven P. Devan, P.E. Commissioner

February 2, 2011

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

FN 20 11 - 687

PUBLIC WORKS

Re: Work Order #19 Phase 3 Physical Survey-Sewer Televising HG448-Consent Order Sewer Repairs, Phase 2A Shumaker Consulting Engineering and Land Surveying, P.C.

WAYS & MEANS

RECEIVED ONEIDA COUNTY LEGISLATURE 7AM FEB 10 PM 12:37

Dear County Executive Picente:

On July 25, 2007 the Oneida County Board of Legislators authorized hiring Shumaker Consulting Engineering and Land Surveying, P.C. to provide engineering services for compliance with the consent order issued by the New York State Department of Environmental Conservation and for resolving permit issues affecting the Oneida County Water Pollution Control Plant.

Shumaker has submitted for consideration Work Order #19. This work order covers engineering services related to sewer televising that needs to be conducted as part of the ongoing sewer investigations in the municipalities serviced by the Sauquoit Creek Pumping Station.

Shumaker will provide crews to work in the field with sewer televising contractors, data management and analysis, immediate repair coordination and coordination of the televising activities with affected municipalities.

This work will be done as part of capital project HG448. Funding for this capital project will be provided through borrowing from Environmental Facilities Corporation (EFC). Consequently, proceeding with work covered under this work order will be contingent upon funding approval by EFC.

Department staff has reviewed this work order and its scope of work and find it acceptable. It is recommended that this work order be accepted with an estimated cost of \$355,000.

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

[Signature] Anthony J. Picente, Jr. County Executive

Date 2/10/11

The Honorable Anthony J. Picente, Jr.
February 2, 2011
Page 2 of 2



If possible, I would request the Board act on this at their March 16th meeting. I am available to meet with you or the Board at your convenience to discuss this request and explain this item in more detail.

Thank you for your consideration in this matter.

Sincerely,

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

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

Steven P. Devan, P.E.
Commissioner

Cc: Karl E. Schrantz, P.E. – Shumaker Engineering

Attachments: Six (6) copies of Work Order #19

Oneida Co. Department: WQ&WPC

Competing Proposal X

Only Respondent _____

Sole Source RFP _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name of Proposing Organization: Shumaker Consulting Engineering & Land
Surveying, P.C.

Title of Activity or Service:

Work Order #19- Phase 3 Physical Survey-Sewer Televising

Proposed Dates of Operation: Date of funding through 12/31/2014

Client Population/Number to be Served: Oneida County Sewer District
(approximately 110,000 users)

Summary Statements

1) Narrative Description of Proposed Services

This work order provides funding for engineering services relative to sewer televising activities for municipal sewer systems tributary to the Sauquoit Creek Pumping Station. Approximately 150 miles of sewer will be televised over the next 2 years.

2) Program/Service Objectives and Outcomes:

Comply with NYSDEC Consent order dated 7/14/2007

3) Program Design and Staffing

Staffing and services will be provided by Shumaker and its subconsultants.

Total Funding Requested: \$355,000

Account # HG448

Oneida County Dept. Funding Recommendation: HG448

Proposed Funding Sources (Federal \$/ State \$/County \$): Capital Project HG448
which will be funded through borrowing from the Environmental Facilities Corporation.

Cost Per Client Served: \$3.23

Past Performance Data: None-new work order

O.C. Department Staff Comments: This activity is being required by NYSDEC.
Original Shumaker master agreement approved on 11/28/07.

WORK ORDER 19

PHASE 3 PHYSICAL SURVEY – SEWER TELEVISIONING CWSRF Project No. C6-6070-08-01

I. PROJECT UNDERSTANDING

A Sanitary Sewer Overflow Mitigation Plan was submitted by Oneida County to the New York State Department of Environmental Conservation (NYSDEC) on July 7, 2010. This was done in response to the requirements of the Consent Order (No. R620060823-67) between NYSDEC and Oneida County due to sanitary sewer overflows at the Sauquoit Creek Pumping Station. Among the scheduled work items outlined in the SSO Mitigation Plan is the completion of approximately 150 miles of sanitary sewer televising. The goal is to identify structural defects and sources of inflow and infiltration in the sanitary sewer system. This is in addition to the approximately 45 miles of selected sewer televising previously completed in conjunction with the development of the SSO Mitigation Plan. The purpose of this Work Order is to define the engineering services necessary to assist Oneida County with procuring the services of a sewer televising contractor, coordination of the televising services, data management, and the analysis of the resulting televising data.

II. SCOPE OF SERVICES

A. Task 1: Sewer Televising Program

The SCE Team will assist Oneida County with implementing a sewer televising program that will encompass the Sauquoit Creek Pumping Station service area. Engineering services will include assisting Oneida County with procuring the services of a sewer televising contractor through a public bidding process. Contractor services will include sewer televising along with preparatory sewer cleaning, limited root cutting, and other incidental work necessary to facilitate the sewer televising work. The contract for sewer televising will be held directly by Oneida County.

The SCE Team will manage the televising contractor on behalf of Oneida County. Due to the magnitude of the work and the need for timely completion of the sewer televising, it is anticipated that the televising contractor may use multiple crews to complete the work within the allotted schedule. We will coordinate the contractor's activities and document their field activities.

Based on the prior sewer televising work completed in 2009, a light cleaning for all sewers scheduled for televising is recommended. This will minimize the frequency that the camera gets stuck in pipe debris while also improving the video quality. The televising work is anticipated to progress uniformly over a two year period ending in December 2012

Based on a typical televising production rate of 2,000 feet of pipe per day, it is anticipated that it will take approximately 400 crew-days to televise the remaining 150 miles of sewer within the project area. Taking into account winter weather limitations including vehicular safety conditions, televising will most likely occur from March through November. A project representative from the SCE Team will be assigned to the televising contractor both to confirm

that the contractor is following the specifications and to monitor the progress of the contractor's work.

Consistent with the sewer televising completed in 2009, televising contractors will be required to utilize the NASSCO PACP standard. NASSCO's PACP is a system that provides standardization and consistency in the way sewer pipes are evaluated, coded, and managed. Recognized as the industry standard in North America, PACP creates a comprehensive and reliable reservoir of data to describe the sewer pipe that can be used in prioritization, planning, and renovation of the wastewater collection system. All inspection data will be uploaded to the County's server where it will be linked to the GIS database where it can be queried, reviewed, and evaluated.

The results of the sewer televising will be used to assist in documenting future sanitary sewer rehabilitation efforts.

Video copies of the sewer televising along with written inspection reports will be obtained from the contractor upon completion of their work with copies provided to Oneida County. Where televising occurs in municipal sewers, an additional copy of the video and contractor's inspection report will be furnished to the affected municipality.

B. Task 2: Data Management and Analysis

The SCE Team will continue to coordinate the GIS data management, including data collection protocols, data entry, and file management, in support of the project GIS database system. The SCE team will perform necessary data merges of the electronic data. The GIS database will be updated as new field data is obtained.

The SCE Team will lead the effort for coordinating the acquisition of the data in specified PACP format from the selected televising contractors.

In addition, the project team will review data, strategize on options for corrective action, and review the resulting data and options for corrective action with Oneida County and the Steering Committee. The design of sewer system improvements will be addressed under a supplemental work order.

C. Task 3: Immediate Repairs Coordination

It is anticipated that in conjunction with the televising and smoke testing program, defects in the municipal sewers and/or private property connections will be identified. In some cases it may be necessary for the owner of the system to undertake immediate corrective measures to fix a serious defect. The project team will coordinate those issues with Oneida County and the member municipality and provide guidance with respect to findings and potential course of corrective repair. This may include review of completed televising results, identification of impacted properties, and concepts for interim repairs.

D. Task 4: Planning and Administration

In conjunction with undertaking the scope of this physical inspection program, coordination with member communities of the Oneida County Sewer District will be necessary. This will

include coordination/planning for televising efforts as well as reviewing the results of the televising with representatives from those communities.

Included in this task will also be the management of staff and allocation of the resources necessary to complete the work. SCE will coordinate services provided by the Project Team with the Oneida County Department of Water Quality and Water Pollution Control and municipal public works departments. We will also provide technical assistance to Oneida County with the preparation of documents for project specific briefings to Federal, State, County, and local officials, community and civic groups, and the media regarding various aspects of the SSO Abatement Project status. Also included is technical support to the Steering Committee and its working group.

E. Task 5: Dye Testing

The 2009 smoke testing results identified approximately 140 locations where surface water is entering the sanitary sewer system. Dye testing is necessary to confirm how that water is entering the system which, in turn, is needed in order to determine the appropriate method of mitigation. This work will involve an SCE field crew working closely with the sanitary sewer televising contractor (retained by Oneida County via public bid for system-wide sewer televising). Results of the dye testing will be summarized and incorporated in a technical memorandum.

III. SCHEDULE

The work associated with the Phase 3 Physical Survey – Sewer Televising will commence when authorized by Oneida County. It is estimated that this work will take approximately 24 months to complete.

IV. COMPENSATION

- A. Oneida County will be billed for actual labor hours charged at the billing rates contained in Attachment A, plus direct project expenses (e.g., identifiable reproduction costs, shipping charges, equipment purchases and/or rentals, etc.). The Compensation for the Scope of Services outlined in Section II is estimated on Table 1.
- B. Payments for the work will be due monthly on the basis of statements submitted by the Engineer for the work performed during the period.
- C. Additional services beyond the Scope of Services will be considered extra work and will necessitate additional compensation.

V. STANDARD TERMS AND CONDITIONS

The services described above will be completed as Work Order No. 19 under the Terms and Conditions of the Master Agreement for Consulting Services dated July 16, 2007, between SCE and Oneida County.

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

Consultant

**SHUMAKER CONSULTING ENGINEERING
& LAND SURVEYING, P.C.**

By: Paul D. Romano, P.E.

Title: Senior Managing Engineer

Signature: 

Date: 1/5/2011

Client

COUNTY OF ONEIDA

By: Anthony J. Picente, Jr.

Title: County Executive

Signature: _____

Date: _____

**ATTACHMENT A
RATE SCHEDULE**

1.0 SHUMAKER CONSULTING ENGINEERING & LAND SURVEYING, P.C.

1.1 Hourly Rates

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2011:

Labor Category	Hourly Rate
Principal	\$195.00
Senior Managing Engineer	\$161.00
Managing Engineer II	\$140.00
Land Surveyor II	\$148.00
Managing Engineer I	\$140.00
Sr. Project Engineer	\$127.00
Land Surveyor I	\$104.00
Project Engineer	\$116.00
Engineer	\$99.00
Environmental Scientist III	\$90.00
Sr. Eng Technician	\$78.00
Assistant Engineer	\$81.00
Environmental Scientist II	\$87.00
Engineering Technician	\$57.00
Jr. Engineer	\$72.00
Environmental Scientist I	\$57.00
Technician	\$51.00
Technical Typist	\$55.00
Party Chief (Field)	\$82.00
Instrument Person (Field)	\$60.00
Rod Person (Field)	\$57.00

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

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2011:

- 1.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 1.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 1.2.3 The actual cost of outside services and subcontractors plus 5%;
- 1.2.4 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 1.2.5 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 1.2.6 The actual cost of permits and fees required for the project and paid by SCE;
- 1.2.7 The actual cost for additional insurance required by the Owner in excess of SCE's normal coverage's or limits;
- 1.2.8 The actual cost of premiums paid on overtime worked.

2.0 STEARNS & WHEELER, LLC

2.1 Hourly Rates

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2011:

Labor Category	Hourly Rate
Vice President/Technical Advisor	\$211.00
Associate	\$167.00
Senior Project Manager	\$150.00
Senior Engineer	\$140.00
Project Manager	\$136.00
Project Engineer	\$106.00
Engineer or Scientist	\$92.00
Architect	\$102.00
Managing Designer	\$126.00
Senior Designer	\$100.00
Designer	\$90.00
Senior Drafter	\$73.00
Drafter	\$61.00
Technician	\$62.00
Senior Project Representative	\$100.00
Field Technician	\$55.00
Secretarial/Word Processing	\$65.00

2.2 Non-salary expenses and outside services attributable to the Project

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2011:

- 2.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 2.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 2.2.3 The actual cost of outside services and subcontractors plus 5%;
- 2.2.4 Cadd Workstation at \$16/hour
- 2.2.5 Telecommunication charges including long distance telephone, facsimile, and cell phone charges at \$1.15/hour
- 2.2.6 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 2.2.7 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 2.2.8 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 2.2.9 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 2.2.10 The actual cost of premiums paid on overtime worked.



**ONEIDA COUNTY DEPARTMENT OF
WATER QUALITY & WATER POLLUTION CONTROL**
51 Leland Ave, PO Box 442, Utica, NY 13503-0442
(315) 798-5656 wpc@ocgov.net FAX 724-9812

Anthony J. Picente, Jr.
County Executive

Steven P. Devan, P.E.
Commissioner

February 2, 2011

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

FN 20 LC - 088

PUBLIC WORKS

Re: Work Order #18 Wetland Permitting
HG447-Consent Order Sewer Repairs, Phase 1
Shumaker Consulting Engineering and Land Surveying, P.C.

WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
2011 FEB 10 PM 12:07

Dear County Executive Picente:

On July 25, 2007 the Oneida County Board of Legislators authorized hiring Shumaker Consulting Engineering and Land Surveying, P.C. to provide engineering services for compliance with the consent order issued by the New York State Department of Environmental Conservation and for resolving permit issues affecting the Oneida County Water Pollution Control Plant. The formal contract between Shumaker and Oneida County, approved on November 28, 2007 by the Board of Legislators, calls for the submission of Work Orders with associated pricing for specific tasks that are needed as the project develops.

Shumaker has submitted for consideration the Work Order #18. This work order covers services related to wetlands delineation and permitting that may be required to access interceptor sewers to perform manhole and sewer repairs. NYSDEC has indicated that wetlands that will be potentially disturbed by interceptor manhole and sewer repair may have to be mapped, delineated and restored as part of the project.

Coordination efforts with the United States Army Corps of Engineers (USACE) and NYSDEC to obtain the necessary wetlands permits is also covered under this work order. Specific tasks are identified in the work order details attachment to this letter.

This work will be done as part of capital project HG447. Funding for this capital project will be provided through borrowing from Environmental Facilities Corporation (EFC). Consequently, proceeding with work covered under this work order will be contingent upon funding approval by EFC.

Department staff has reviewed this work order and its scope of work and find it acceptable. It is recommended that this work order be accepted with an estimated cost of \$68,000.

If possible, I would request the Board act on this at their March 16th meeting. I am available to meet with you or the Board at your convenience to discuss this request and explain this item in more detail.

Thank you for your consideration in this matter.

The Honorable Anthony J. Picente, Jr.
February 2, 2011
Page 2 of 2



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

Steven P. Devan, P.E.
Commissioner

Cc: Karl E. Schrantz, P.E. – Shumaker Engineering

Attachments: Six (6) copies of Work Order #18

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

Anthony J. Picente, Jr.
County Executive

Date 2/10/11

Oneida Co. Department: WQ&WPC

Competing Proposal X
Only Respondent _____
Sole Source RFP _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name of Proposing Organization: Shumaker Consulting Engineering & Land
Surveying, P.C.

Title of Activity or Service:
Work Order #18- Wetland Permitting

Proposed Dates of Operation: Date of funding through 12/31/2014

Client Population/Number to be Served: Oneida County Sewer District
(approximately 110,000 users)

Summary Statements

1) Narrative Description of Proposed Services

This work order provides funding for engineering services relative to wetlands delineation, permitting and restoration activities that may be required when sewer lines and manholes are accessed for repairs.

2) Program/Service Objectives and Outcomes:

Comply with NYSDEC Consent order dated 7/14/2007

3) Program Design and Staffing

Staffing and services will be provided by Shumaker and its subconsultants.

Total Funding Requested: \$68,000

Account # HG447

Oneida County Dept. Funding Recommendation: HG447

Proposed Funding Sources (Federal \$/ State \$/County \$): Capital Project HG447
which will be funded through borrowing from the Environmental Facilities Corporation.

Cost Per Client Served: \$0.62

Past Performance Data: None-new work order

O.C. Department Staff Comments: This activity is being required by NYSDEC.
Original Shumaker master agreement approved on 11/28/07.

WORK ORDER 18

WETLAND PERMITTING

I. PROJECT UNDERSTANDING

Several studies and investigations have been performed and identified the need for the rehabilitation of existing sewer manholes. It has been determined that access improvements to Oneida County Sewer District interceptor sewers will be necessary in order to perform the work that is being required in accordance with Consent Order (No. R620060823-67) executed between the New York State Department of Environmental Conservation (NYSDEC) and Oneida County dated July 11, 2007. Some of these interceptor sewers cross through areas of known or suspected wetlands. It is vital to gain access to these locations in order to undertake the necessary sanitary sewer rehabilitation.

The objective of this Work Order is to investigate and, if necessary, perform the wetlands work and agency coordination necessary to obtain authorization from the United States Army Corps of Engineers (USACE) and the NYSDEC to complete the sewer rehabilitation work.

II. SCOPE OF SERVICES

A. Task 1: Wetland Delineation and Mapping

1. Review Existing Maps

Upon authorization from Oneida County to proceed with this Work Order, SCE will review available wetlands mapping, soil survey data, aerial photography, topographic mapping, floodplain mapping, and the County Hydric Soils list.

2. Wetland Field Delineation

A field investigation will be performed to screen the areas in the vicinity of the proposed access roads/clearing locations. Identified wetlands will be delineated in accordance with the procedures outlined in the 1987 Corps of Engineers Wetland Delineation Manual and the Interim Northeast Regional Supplement. Based on a preliminary review of the National Wetland Inventory (NWI) Maps there are approximately 20 mapped NWI wetlands within or immediately adjacent to the proposed impact areas; approximately nine (9) of these locations are also mapped as NYSDEC-Freshwater Wetlands. Only the portions of the wetlands, existing in the immediate vicinity of the proposed work will be delineated. It is assumed that the delineated boundary will be sufficient to determine project-related impacts.

SCE will locate the wetland boundaries in the field using the GeoXT, which is a GIS grade (mapping grade) handheld GPS unit with a ± 9.8 ft. (3.0 m) accuracy.

V. STANDARD TERMS AND CONDITIONS

The services described above will be completed as Work Oder No. 18 under the Terms and Conditions of the Master Agreement for Consulting Services dated July 16, 2007, between SCE and Oneida County.

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

Consultant
**SHUMAKER CONSULTING ENGINEERING
& LAND SURVEYING, P.C.**

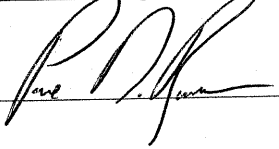
Client
COUNTY OF ONEIDA

By: Paul D. Romano, P.E.

By: Anthony J. Picente, Jr.

Title: Senior Managing Engineer

Title: County Executive

Signature: 

Signature: _____

Date: 2/1/2011

Date: _____

**ATTACHMENT A
RATE SCHEDULE**

1.0 SHUMAKER CONSULTING ENGINEERING & LAND SURVEYING, P.C.

1.1 Hourly Rates

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2011:

Labor Category	Hourly Rate
Principal	\$195.00
Senior Managing Engineer	\$161.00
Managing Engineer II	\$140.00
Land Surveyor II	\$148.00
Managing Engineer I	\$140.00
Sr. Project Engineer	\$127.00
Land Surveyor I	\$104.00
Project Engineer	\$116.00
Engineer	\$99.00
Environmental Scientist III	\$90.00
Sr. Eng Technician	\$78.00
Assistant Engineer	\$81.00
Environmental Scientist II	\$87.00
Engineering Technician	\$57.00
Jr. Engineer	\$72.00
Environmental Scientist I	\$57.00
Technician	\$51.00
Technical Typist	\$55.00
Party Chief (Field)	\$82.00
Instrument Person (Field)	\$60.00
Rod Person (Field)	\$57.00

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

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2011:

- 1.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 1.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 1.2.3 The actual cost of outside services and subcontractors plus 5%;
- 1.2.4 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 1.2.5 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 1.2.6 The actual cost of permits and fees required for the project and paid by SCE;
- 1.2.7 The actual cost for additional insurance required by the Owner in excess of SCE's normal coverage's or limits;
- 1.2.8 The actual cost of premiums paid on overtime worked.

2.0 STEARNS & WHEELER, LLC

2.1 Hourly Rates

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2011:

Labor Category	Hourly Rate
Vice President/Technical Advisor	\$211.00
Associate	\$167.00
Senior Project Manager	\$150.00
Senior Engineer	\$140.00
Project Manager	\$136.00
Project Engineer	\$106.00
Engineer or Scientist	\$92.00
Architect	\$102.00
Managing Designer	\$126.00
Senior Designer	\$100.00
Designer	\$90.00
Senior Drafter	\$73.00
Drafter	\$61.00
Technician	\$62.00
Senior Project Representative	\$100.00
Field Technician	\$55.00
Secretarial/Word Processing	\$65.00

2.2 Non-salary expenses and outside services attributable to the Project

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2011:

- 2.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 2.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 2.2.3 The actual cost of outside services and subcontractors plus 5%;
- 2.2.4 Cadd Workstation at \$16/hour
- 2.2.5 Telecommunication charges including long distance telephone, facsimile, and cell phone charges at \$1.15/hour
- 2.2.6 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 2.2.7 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 2.2.8 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 2.2.9 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 2.2.10 The actual cost of premiums paid on overtime worked.

TABLE 1

Description	Wetland Determination			Delimitation Report			Additional Determination		Joint Application for Permit		Agency		Task 8		Task 10		Task 11		Total Hrs	Average Salary Rate	Total Cost	Subtotal
	Task 13 Field Prep and Map Review	Task 1B Field Delimitation and Mapping	Task 2A Delimitation Report	Task 2B Data Sheets and Photos	Task 2C Figures and Maps	Task 3 USACE Coordination	Task 4B Permit Package	Task 4B Permit Application	Task 8	Task 10	Task 11											
Subtotal	\$2,420.00	\$37,284.00	\$8,982.00	\$1,666.00	\$2,316.00	\$4,694.00	\$5,120.00	\$444.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	728	\$12,408.00	\$52,696.00	
Subtotal Labor	\$0.00	\$3,874.00	\$300.00	\$0.00	\$100.00	\$284.00	\$100.00	\$100.00	\$1,094.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00
Printer Expenses	\$0.00	\$3,512.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	\$3,512.00	
Traffic	\$0.00	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	\$100.00	
Reproduction/Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	
Office Expenses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	
Subtotal Disbursements	\$0.00	\$3,874.00	\$300.00	\$0.00	\$100.00	\$284.00	\$100.00	\$100.00	\$1,094.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	\$3,874.00	\$47,470.00
PROJECT TOTAL	\$2,420.00	\$41,158.00	\$9,182.00	\$1,666.00	\$2,416.00	\$4,978.00	\$5,220.00	\$1,544.00	\$1,094.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	728	\$12,408.00	\$59,888.00	\$88,000.00

ESTIMATED COMPENSATION

Anthony J. Picente, Jr.
County Executive



David Tomidy
Director



Oneida County Probation Department

321 Main Street, 2nd Floor, Utica, New York 13501

Utica ~ Phone: (315) 798-5914 Fax: (315) 798-6467
Rome ~ Juvenile: (315) 337-0080 Adult: (315) 337-0073
E-mail: probation@ocgov.net · Web Site: www.ocgov.net

Supervisors
Thomas Brognano
Patrick Cady
Paula Mrzlikar

February 3, 2011

FN 20 11 - 089

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

PUBLIC SAFETY

WAYS & MEANS

Re: Certification of Section 606 of the
New York State Correction Law

RECEIVED
ONEIDA COUNTY LEGISLATURE
2011 FEB 14 AM 11:17

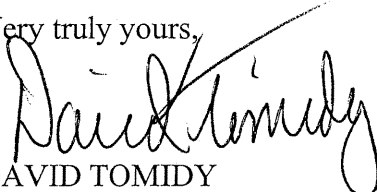
Dear Mr. Picente:

Enclosed is a Certified Listing of 2010 costs in the amount of \$4,093.89 which represents our department's costs expended while conducting Pre-Sentence Investigations on sentenced inmates in the State Prison System.

I have also attached a proposed Board of Legislators letter for your use.

As a Board Resolution is required I hereby request the Board's approval of our request for reimbursement from New York State.

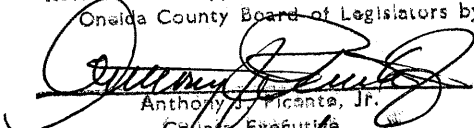
Very truly yours,


DAVID TOMIDY
PROBATION DIRECTOR

DT:kas

Enclosures: Reimbursement Expenses for PSI's
Board of Legislators Letter

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


Anthony J. Picente, Jr.
County Executive

Date 2/14/11



Office of the Sheriff County of Oneida
Robert M. Maciol, Sheriff

Robert S. Swenszkowski, Undersheriff
Elizabeth A. Gustafson, Chief Administrator

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

February 3, 2011

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

Reviewed and Approved for submission to FN-20-11-090
Oneida County Board of Legislators by

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

Date 2/10/11

PUBLIC SAFETY

WAYS & MEANS

Dear County Executive Picente:

The Sheriff's Office is requesting approval for the renewal of a dental service contract with Dentrust Dental New York, P.C. This contract will require approval by the Board of Legislators.

Since 2001, the Sheriff's Office has contracted with Dentrust Dental to provide inmates and detainees with premium dental services and care. The most recent contract between the Sheriff's Office and Dentrust Dental expired on May 31, 2010, and, therefore, is in need of renewal. The terms and conditions of the contract remain the same with the exception of altering the renewal term to one year. The cost of dental service incurred by the Sheriff's Office in 2010 was \$66,450. As a consequence of other pertinent variables remaining the same, this amount may be used as a projected cost to the Sheriff's Office in 2011.

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

Sincerely,

Robert M. Maciol

Robert M. Maciol
Oneida County Sheriff

RECEIVED
ONEIDA COUNTY LEGISLATURE
2011 FEB 10 PM 12:07

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

Oneida Co. Department: WQ&WPC

Competing Proposal X
Only Respondent _____
Sole Source RFP _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name of Proposing Organization: Shumaker Consulting Engineering & Land Surveying, P.C.

Title of Activity or Service:
Work Order #18- Wetland Permitting

Proposed Dates of Operation: Date of funding through 12/31/2014

Client Population/Number to be Served: Oneida County Sewer District
(approximately 110,000 users)

Summary Statements

1) Narrative Description of Proposed Services

This work order provides funding for engineering services relative to wetlands delineation, permitting and restoration activities that may be required when sewer lines and manholes are accessed for repairs.

2) Program/Service Objectives and Outcomes:

Comply with NYSDEC Consent order dated 7/14/2007

3) Program Design and Staffing

Staffing and services will be provided by Shumaker and its subconsultants.

Total Funding Requested: \$68,000

Account # HG447

Oneida County Dept. Funding Recommendation: HG447

Proposed Funding Sources (Federal \$/ State \$/County \$): Capital Project HG447 which will be funded through borrowing from the Environmental Facilities Corporation.

Cost Per Client Served: \$0.62

Past Performance Data: None-new work order

O.C. Department Staff Comments: This activity is being required by NYSDEC. Original Shumaker master agreement approved on 11/28/07.

AGREEMENT FOR DENTAL SERVICES

AGREEMENT BY AND BETWEEN:

The COUNTY OF ONEIDA with offices at 6075 Judd Road, Oriskany, New York 13424,

Hereinafter referred to as the "COUNTY",

And:

DENTRUST DENTAL NEW YORK, PC., a corporation of the State of New York, with offices located at 975 Easton Road, Suite 101, Warrington, Pennsylvania 18976,

Hereinafter referred to as "DENTRUST".

WHEREAS, the COUNTY desires to provide dental care for inmates and detainees at the Oneida County Correctional Facility (hereinafter "the Jail"); and

WHEREAS, Dentists provided by DENTRUST are duly licensed dentists in the State of New York, desires to conduct part of its practice of dentistry at the Jail;

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act (HIPAA) as set forth hereto in Appendix "A", HIPAA Business Associate Agreement, is hereby made part of this Agreement and incorporated by reference;

IT IS MUTUALLY AGREED by and between the above-referenced parties hereto, for one dollar (\$1.00) and for other goods and valuable consideration, as follows;

1. DENTRUST agrees to conduct an independent practice of dentistry at the Jail. The COUNTY in turn, agrees to provide DENTRUST with the required space and sufficient time to conduct its dental practice. The COUNTY will neither contract with nor allow any other provider to perform routine or non-

emergency dental services on inmates or detainees housed at the Oneida County Correctional Facility while the COUNTY is under contract with DENTRUST. The COUNTY will allow DENTRUST access to the Jail one day every two weeks and any other time when DENTRUST's services are required as scheduled by either the Jail or DENTRUST.

2. DENTRUST agrees that it shall give priority scheduling to inmates in need of emergency dental treatment; inmates who have medical problems, such as allergies, diabetes, heart conditions and/or blood diseases; and inmates who do not have sufficient teeth to masticate the food provided by the Jail.

3. DENTRUST agrees to perform necessary dental services upon any and all County, State and Federal prisoners presently detained at the Jail. In the course of performing said dental services for County, State and Federal prisoners, DENTRUST agrees to adhere to any and all applicable State and Federal regulations governing dental services for prisoners and detainees.

4. DENTRUST agrees that it is responsible for furnishing, at its own expense, all additional necessary equipment and supplies and its own paid personnel, as determined by DENTRUST, for the proper and safe operation of its clinic at the Jail.

5. In addition to emergency treatment DENTRUST shall only perform the treatment necessary to control and prevent pain, infection, decay or other abnormalities of the hard and soft tissue within, and immediately adjacent to the oral cavity of any inmate or detainee presently being housed at the Jail. DENTRUST shall not perform any cosmetic or other dental services beyond what is legally required, without first obtaining authorization from the Jail Administrator.

6. The COUNTY agrees to pay the fees in Appendix "B" for all treatment performed on inmates and detainees housed in the Jail, and that a fee of fifty-five dollars (\$55.00) will be billed to the COUNTY for travel expenses incurred by DENTRUST for each day it operates the clinic at the Jail. This fee will also apply to any emergency calls to which DENTRUST may respond. Federal inmates will not be billed to Oneida County, but will be billed directly to the respective jurisdiction.

7. The COUNTY agrees that it is responsible for disposing of all bio-hazardous waste products created as a result of the operation of the dental clinic at the Jail.
8. The COUNTY agrees to make the medical records available to DENTRUST, in advance of any dental treatment, of any patient expected to be examined or treated by a Dentist provided by DENTRUST. DENTRUST agrees to treat all patients with proper infection control procedures including barrier protection, chemical disinfectants, sterilization, and, where possible, disposable equipment.
9. The COUNTY agrees that when a Dentist provided by DENTRUST is in the presence of inmates or other detainees under the jurisdiction of the Jail at least one corrections officer will be present, but distant enough to maintain confidentiality. At no time will the COUNTY leave any Dentist alone with an inmate or other detainee under the jurisdiction of the Jail regardless of how rehabilitated or trustworthy that inmate or detainee may appear.
10. DENTRUST agrees to maintain appropriate amounts of Dental malpractice insurance necessary for it to satisfy its obligations under this Agreement. Moreover, this Agreement will not be effective unless and until DENTRUST demonstrates that it possesses said malpractice coverage. DENTRUST will list the County of Oneida as an additional insured and DENTRUST will provide for either an extended reporting period of 1 year or continued coverage for 1 year upon termination of this agreement. Cancellation of this policy will not be made without 30 days notice to Oneida County. DENTRUST shall indemnify and hold harmless the County and its officers, agents and employees from any claims, demands, causes of action and judgments arising out of injuries to persons or property of whatever kind or nature as a direct result of furnishing the services provided in this Agreement.
11. The COUNTY agrees that during the terms of this Agreement and for a period of one year after its termination, the COUNTY will not engage, directly or indirectly, any employee or dentist-employee of DENTRUST in connection with the provision of dental services.
12. The terms of this Agreement shall commence on June 1, 2010 through December 31, 2011, and may be renewed by mutual consent of both parties for additional one (1) terms.

13. It is understood and agreed that either party retains the right to revoke this Agreement at any time, and for reasonable cause, upon thirty (30) days written notice.

14. All notices, approvals, consents and other instruments required or permitted to be given under this Agreement shall be in writing.

15. This Agreement may not be changed, modified or discharged, except in writing, and signed by both parties.

16. This Agreement constitutes the entire understanding between DENTRUST and the COUNTY. There are no understandings, representations, or agreements, either oral or written, other than those set forth herein.

17. Waiver of any provision of this Agreement shall not be deemed a waiver of future compliance herewith and such provisions shall remain in full force and effect.

18. In the event any provision of this Agreement is held invalid and illegal, or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid and enforceable. In the event that any provision of this Agreement is held to be unenforceable as written, but enforceable if modified, then such provision shall be deemed to be modified to such extent as shall be necessary for such provision to be enforceable, and it shall be enforced to that extent.

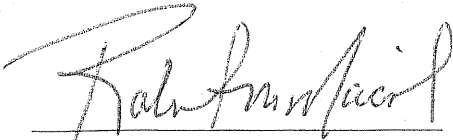
19. This Agreement shall be construed and interpreted according to the laws of the State of New York.

20. The undersigned represent that they have been authorized by each of the above-referenced parties to execute this Agreement.

IN WITNESS WHEREOF, the officers of the respective parties have signed and sealed this Agreement
this 24th day of January 2011.

ATTEST:

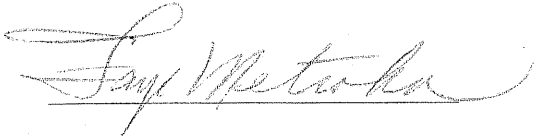
COUNTY OF ONEIDA

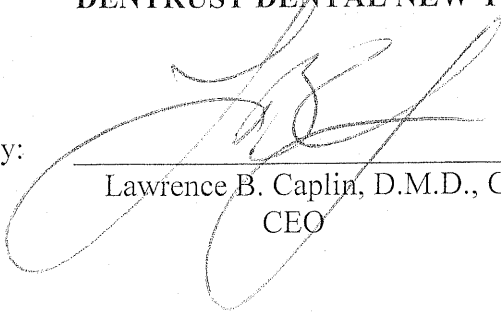

Robert M. Maciol
Oneida County Sheriff

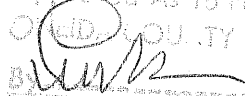
By: _____
Name:
Title:

ATTEST:

DENTRUST DENTAL NEW YORK, P.C.



By: 
Lawrence B. Caplin, D.M.D., CCHP
CEO

Approved As To Form
ONEIDA COUNTY ATTORNEY

BY _____

APPENDIX "A"

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Appendix "A" is made part of the Services Agreement (as defined below) by and between DENTRUST DENTAL NEW YORK, P.C., ("Covered Entity") and the COUNTY OF ONEIDA ("Business Associate").

WHEREAS, Covered Entity and Business Associate are parties to the Service Agreement pursuant to which Business Associate provides certain services to Covered Entity. In connection with Business Associate's services, Business Associate creates or receives Protected Health Information from or on behalf of Covered Entity, which information is subject to protection under the Federal Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 ("HIPAA") and related regulations promulgated by the Secretary ("HIPAA Regulations").

WHEREAS, in light of the foregoing and the requirements of the HIPAA Regulations, Business Associate and Covered Entity agree to be bound by the following terms and conditions:

1. **Definitions.**

- a. General. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule.
- b. Specific.
 - i. Individual. "Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
 - ii. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
 - iii. Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
 - iv. Required By Law. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.
 - v. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

- vi. Services Agreement. "Services Agreement" shall mean any present or future agreements, either written or oral, between Covered Entity and Business Associate under which Business Associate provides services to Covered Entity which involve the use or disclosure of Protected Health Information.

2. **Obligations and Activities of Business Associate.**

- a. Use and Disclosure. Business Associate agrees not to use or disclose Protected Health Information other than as permitted or required by the Services Agreement or as Required by Law.
- b. Appropriate Safeguards. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the Services Agreement. Without limiting the generality of the foregoing, Business Associate agrees to protect the integrity and confidentiality of any Protected Health Information it electronically exchanges with Covered Entity.
- c. Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- d. Reporting. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by the Services Agreement of which it becomes aware.
- e. Agents. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- f. Access to Designated Record Sets. To the extent that Business Associate possesses or maintains Protected Health Information in a Designated Record Set, Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by the Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
- g. Amendments to Designated Record Sets. To the extent that Business Associate possesses or maintains Protected Health Information in a Designated Record Set, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by the Covered Entity.

- h. Access to Books and Records. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary, in a time and manner designated by the Covered Entity or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
 - i. Accountings. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
 - j. Requests for Accountings. Business Associate agrees to provide to Covered Entity or an Individual, in the time and manner designated by the Covered Entity, information collected in accordance with Section 2.i. of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
3. **Permitted Uses and Disclosures by Business Associate.** Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Services Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
4. **Permissible Requests by Covered Entity.** Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.
5. **Term and Termination.**
- a. Term. This Agreement shall be effective as of the date of the Services Agreement, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
 - b. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - i. In its sole discretion, provide an opportunity for Business Associate to cure the breach or end the violation. If Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, Covered Entity shall terminate: (A) this Agreement;

(B) all of the provisions of the Services Agreement that involve the use or disclosure of Protected Health Information; and (C) such other provisions, if any, of the Services Agreement as Covered Entity designates in its sole discretion;

- ii. Immediately terminate: (A) this Agreement; (B) all of the provisions of the Services Agreement that involve the use or disclosure of Protected Health Information; and (C) such other provisions, if any, of the Services Agreement as Covered Entity designates in its sole discretion if Business Associate has breached a material term of this Agreement; or
- iii. If termination is not feasible, Covered Entity shall report the violation to the Secretary.

c. Effect of Termination.

- i. Except as provided in paragraph ii. of this Section 5.c., upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- ii. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information. If Covered Entity makes a reasonable determination that returning or destroying the Protected Health Information is feasible, Business Associate shall return or destroy the Protected Health Information in the time and manner designated by Covered Entity.

6. Miscellaneous.

- a. Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- b. Amendment. The Parties agree to take such action as is necessary to amend the Services Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and HIPAA.

- c. Survival. The respective rights and obligations of Business Associate under Section 5.c. of this Agreement shall survive the termination of the Services Agreement.
- d. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.
- e. Miscellaneous. The terms of this Agreement are hereby incorporated into the Services Agreement. Except as otherwise set forth in Section 6.d. of this Agreement, in the event of a conflict between the terms of this Agreement and the terms of the Services Agreement, the terms of this Agreement shall prevail. The terms of the Services Agreement which are not modified by this Agreement shall remain in full force and effect in accordance with the terms thereof. The Services Agreement together with this Business Associate Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein.



975 EASTON ROAD, SUITE 101, WARRINGTON, PENNSYLVANIA 18976 TEL (267)927-5000 FAX (267)927-5007

APPENDIX "B"

FEE SCHEDULE - Effective January 1, 2005

TYPE I SERVICES

Diagnostic

0110	Initial Examination	35.00
0120	Periodic Examination	35.00
0140	Limited Oral Examination - Problem Focused	40.00
0150	Comprehensive Oral Evaluation	75.00
0210	Full Mouth Series	90.00
0220	Periapical-First Film	15.00
0230	Periapical-Additional Film	10.00
0240	Occlusal X-ray	25.00
0270	Bitewing-Single	15.00
0272	Bitewing-Two Films	22.50
0273	Bitewing-Three Films	30.00
0274	Bitewing-Four Films	35.00
0330	Panoramic Film	75.00
0460	Pulp Vitality Test	25.00
0470	Diagnostic Casts	40.00

Preventive

1110	Adult Prophylaxis	55.00
1120	Child Prophylaxis	35.00
1203	Topical Fluoride-Child	20.00
1204	Topical Fluoride-Adult	20.00
1350	Sealants-Quadrant	70.00
1351	Sealant-Per Tooth	28.00
1330	Oral Hygiene Instruction	-----
1310	Nutritional Counseling	-----

Space Management Therapy

1315	Night Guard Therapy For MPD	325.00
1510	Fixed Unilateral	195.00
1515	Fixed Bilateral	350.00
1520	Removable Unilateral	195.00
1525	Removable Bilateral	350.00
1550	Recement Space Maintainer	60.00

FEE SCHEDULE

Appendix "B"

Restorative

2110	Amalgam-Primary-One Surface	50.00
2120	Amalgam-Primary-Two Surface	65.00
2130	Amalgam-Primary-Three Surface	85.00
2131	Amalgam-Primary-Four Surface	105.00
2140	Amalgam-Permanent-One Surface	55.00
2150	Amalgam-Permanent-Two Surface	80.00
2160	Amalgam-Permanent-Three Surface	110.00
2161	Amalgam-Permanent-Four Surface	145.00
2162	Amalgam-Permanent-Five Surface	170.00

Anterior Composite Resins

2330	One Surface	65.00
2331	Two Surface	85.00
2332	Three Surface	110.00
2335	Four Surface or Incisal Angle	150.00
2336	Facial Veneer	185.00

Posterior Composite Resins

2391	Primary-One Surface	85.00
2392	Primary-Two Surface	105.00
2393	Primary-Three Surface	145.00
2394	Permanent-Four or More Surfaces	185.00

Gold Foil

2410	One Surface	190.00
2420	Two Surface	200.00

Gold Inlay & Onlay

2510	Inlay-One Surface	market
2520	Inlay-Two Surface	market
2530	Onlay-Three Surface	market
2540	Onlay-Four Surface	market

Porcelain Inlays & Onlays

2610	Inlay-One Surface	600.00
2620	Inlay-Two Surface	675.00
2630	Onlay-Three Surface	690.00

Crowns-Single

2700	Porcelain Laminate	405.00
2710	Acrylic Temporary (laboratory)	105.00
2740	Porcelain Jacket	725.00
2750	Porcelain-gold	795.00
2752	Porcelain-Semiprecious Metal	695.00
2790	Gold-Full Cast	market
2792	Semiprecious-Full Cast	735.00
2830	Stainless steel	180.00

FEE SCHEDULE

APPENDIX "B"

Other Restorative Services

2210	Silicate Cement per Restoration	55.00
2891	Cast Post & Core	195.00
2892	Parapost	95.00
2893	Cast Post & Core As Part Of Crown	195.00
2910	Recement Inlay	65.00
2920	Recement Crown	65.00
2932	Prefabricated Resin Crown	185.00
2940	Sedative Filling	55.00
2950	Buildup For Crown	125.00
2951	Pin Retention In Addition to Restoration	35.00
2955	Post Removal	145.00
2960	Porcelain Laminate	495.00
2970	Temporary Crown (chair side)	155.00

Endodontics

3110	Pulp Cap-Direct	25.00
3120	Pulp Cap-Indirect	25.00
3210	Therapeutic Apical Closure	95.00
3220	Vital Pulpotomy	95.00
3310	Root Canal-Anterior Tooth	475.00
3320	Root Canal-Bicuspid Tooth	525.00
3330	Root Canal-Three Canal Molar	625.00
3340	Root Canal-Four Canal Molar	850.00
3352	Interim Medication Replacement	95.00
3910	Hemisection	225.00

Periodontics

4050	Periodontal Evaluation	50.00
4210	Gingivectomy or Gingivoplasty per Quadrant	350.00
4211	Gingivectomy or Gingivoplasty per tooth	95.00
4320	Provisional Splinting Intra coronal	95.00
4321	Provisional Splinting Extra coronal	95.00
4330	Occlusal Adjustment	50.00
4331	Occlusal Adjustment Complete	180.00
4340	Scaling & Rootplaning	375.00
4341	Quadrant Scale/Rootplaning	140.00
4345	Therapeutic Periodontal Scaling	95.00
4399	Isolated Scaling	70.00
4910	Periodontal Maintenance (perio prophylaxis)	95.00

Removable Prosthodontics

5110	Complete Upper Denture	625.00
5120	Complete Lower Denture	625.00
5130	Immediate Upper Denture	700.00
5140	Immediate Lower Denture	700.00
5211	Maxillary Partial; Resin Base	350.00
5213	Upper Cast Partial	650.00
5214	Lower Cast Partial	650.00

FEE SCHEDULE

APPENDIX "B"

5310	Each Additional Clasp With-Rest	125.00
5410	Adjustment Complete Upper	120.00
5411	Adjustment Complete Lower	120.00
5421	Adjustment Partial Upper	120.00
5422	Adjustment Partial Lower	120.00
5850	Tissue Conditioning-Per Denture	190.00
5860	Overdenture-Complete	725.00
5861	Overdenture-Partial	700.00

Denture Repairs

5510	Complete Denture No Teeth Damaged	95.00
5520	Missing Tooth-Complete Denture (each)	45.00
5610	Partial Denture Acrylic Saddle	95.00
5620	Cast Framework Of Partial	155.00
5630	Broken Clasp	125.00
5640	Missing Tooth-Partial Denture (each)	45.00
5650	Addition Of Tooth-Partial Denture (each)	45.00
5660	Addition Of Clasp	125.00

Denture Relines

5730	Upper Complete-Chair side	145.00
5731	Lower Complete-Chair side	145.00
5740	Upper Partial-Chair side	145.00
5741	Lower Partial-Chair side	145.00
5750	Upper Complete-Laboratory	195.00
5751	Lower Complete-Laboratory	195.00
5760	Upper Partial-Laboratory	155.00
5761	Lower Partial-Laboratory	155.00
5820	Interim Maxillary Partial Denture	350.00
5821	Interim Mandibular Partial Denture	350.00

Fixed Prosthodontics

6210	Gold-Full Cast Pontic	market
6212	Semiprecious-Full Cast Pontic	735.00
6240	Porcelain-Gold Pontic	695.00
6252	Porcelain-Semiprecious Pontic	735.00
6545	Retainer (each)	325.00
6750	Porcelain-Gold Abutment	795.00
6752	Porcelain-Semiprecious Abutment	695.00
6790	Gold-Full Cast Abutment	market
6792	Semiprecious-Full Cast Abutment	735.00

Other Prosthetic Services

6920	Recementation of Maryland Bridge	95.00
6930	Recement Bridge	75.00

FEE SCHEDULE

APPENDIX "B"

Oral Surgery

7140	Simple Extraction	70.00
7140	Simple Extraction(third molar)	90.00
7210	Surgical Extraction	115.00
7210	Surgical Extraction(third molar)	130.00
7220	Soft Tissue Impaction	170.00
7230	Partial Bony Impaction	225.00
7240	Full Bony Impaction	275.00
7250	Removal of Residual Root tip	90.00
7260	Fistula Closure	275.00
7270	Tooth Reimplantation and/or Stabilization of Evulsed tooth	275.00
7281	Exposure of Unerupted/Impacted Tooth	90.00
7285	Hard Tissue Biopsy (exc. path report)	175.00
7286	Soft Tissue Biopsy (exc. path report)	175.00
7310	Alveoloplasty With Extractions	95.00
7320	Alveoloplasty Without Extractions	175.00
7321	Tuberosity Reduction	125.00
7452	Excision of Hyperplastic Tissue-Quadrant	150.00
7510	Incision & Drainage Intraoral	175.00
7530	Removal of a Foreign Body	175.00
7970	Excision of Hyperplastic Tissue per Arch	260.00
7971	Excision of Pericoronal Gingiva	65.00
7999	Arch Bar Removal	325.00

Miscellaneous

9110	Palliative Treatment	70.00
9240	Nitrous Oxide Analgesia	35.00
9910	Desensitizing Medicaments	20.00
9941	Athletic Mouthguard	135.00

Anthony J. Picente, Jr.
County Executive



David Tomidy
Director



Oneida County Probation Department

321 Main Street, 2nd Floor, Utica, New York 13501

Utica ~ Phone: (315) 798-5914 Fax: (315) 798-6467
Rome ~ Juvenile: (315) 337-0080 Adult: (315) 337-0073
E-mail: probation@ocgov.net · Web Site: www.ocgov.net

Supervisors
Thomas Brognano
Patrick Cady
Paula Mrzlikar

February 14, 2011

FN 20 11 - 091

Mr. Ray Bara, Esq.
Oneida County Attorney's Office
Oneida County Office Building
800 Park Avenue
Utica, New York 13501

PUBLIC SAFETY

WAYS & MEANS

Re: Rockefeller Drug Reform Act (RDLR)
Stimulus Funding (10/1/10 – 3/31/11)

Dear Ray:

Enclosed are documents for your review to affect Board approval for this Contract. This is the second year of a renewable Contract but was reduced to half a year. We recently received the Contract back for electronic signature and Kim has it.

As usual I must request your quick attention as we have already paid wages for 10/1/10-12/31/10.

The next Board meeting will be on March 16, 2011 and we will need it passed by full Board then.

Very truly yours,

DAVID TOMIDY
PROBATION DIRECTOR

DT:kas
Enclosures

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

Anthony J. Picente, Jr.
County Executive

Date 2/15/11

RECEIVED
ONEIDA COUNTY LEGISLATURE
2011 FEB 25 PM 5:27

Anthony J. Picente, Jr.
County Executive



David Tomidy
Director



Oneida County Probation Department

321 Main Street, 2nd Floor, Utica, New York 13501

Utica ~ Phone: (315) 798-5914 Fax: (315) 798-6467
Rome ~ Juvenile: (315) 337-0080 Adult: (315) 337-0073
E-mail: probation@ocgov.net · Web Site: www.ocgov.net

Supervisors
Thomas Brognano
Patrick Cady
Paula Mrzlikar

(CONTRACT SUMMARY SHEET)

(2/11/11)

FOR:

Rockefeller Drug Law Stimulus Funds

Contract#: **C523139**

Contract Dates: **10/1/10 – 3/31/11**

Name of Organization: Oneida County Probation Department

Title of Activity or Service: Enhanced supervision of felony drug-dependent individuals pursuant to NYS Rockefeller Drug Reform Act (RDLR).

Proposed Dates of Operation: 10/1/10 to 3/31/11 – Cost Center 3140

Client Population/Number to be served:

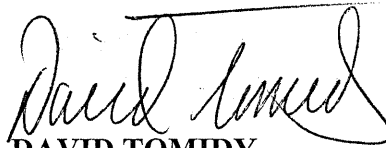
The department will provide enhanced probation supervision to approximately (28) felony drug-dependent individuals while ensuring their treatment and service needs are met in order to reduce recidivism and promote public safety. The department will collaborate with local Drug Court, conduct validated risk assessments and monitor defendants in a caseload no larger than (35) individuals as opposed to the traditional caseloads of over (100) individuals insuring higher levels of accountability and quick sanctions and violations of probation charges for failure to comply or misconduct on probation. Graduated sanctions of probation such as electronic monitoring will be used where needed.

Contract Terms:

Half year contract for \$56,000.00 which covers the total cost of (two) Probation Officers' salaries, their fringe benefits and related expenses travel, drug testing equipment, (2) electronic monitoring units, office supplies and mandated training. The county is targeted due to the risk of layoffs. Thusly, we can fund one existing Probation Officer and hire a new Officer for the length of project funding.

Recommendations:

Therefore, I David Tomidy, Director of Probation, hereby recommend that the Oneida County Board of Legislators approve the attached Contract for (RDLR) Stimulus funding.


DAVID TOMIDY
PROBATION DIRECTOR

Project #: BR10-1169-D00 **Byrne JAG Recovery Project Status:** Pending Signatures
Participant: Oneida County

Project

Home Search Open	General	Participants	Budget	Work Plan	Questions	Acceptance	Contract Closeout
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Click "Add Participant"* to begin a search of existing Grantees and Implementing Agencies, or click on the Participant Name to view the details for that Participant. If the contact information has changed for grantee, implementing agency or contact, please do not attempt to re-enter the information. E-mail OPDF with your corrections. When you have finished adding Participants, please go to the Budget tab.

Go to

#	Participant Name	Participant Type	Deficient
1	Oneida County	Grantee	no
2	Oneida County Probation Department	Implementing Agency	no

Attachment Progress Site Review Financial Equipment

Total Records: 2

Reports Application *A Participant is a Grantee or an Implementing Agency. If the same organization or unit of government serves as both grantee and implementing agency, please enter your organization once only as the grantee. If a consortium, you may add multiple implementing agencies.

Deficiency Contract Award

Contacts for Participant

(One Implementing Agency must include Primary, Fiscal and Signatory contact information. You do not need to enter all contact types for all Participants)

Help Logout

#	Contact Name	Contact Type	Phone	Email	Deficient
1	Hon. Anthony J. Picente jr.	Signatory	(315) 798-2390	jasmith@ocgov.net	no

Login ID: oneipd

Version 2.1.13

Total Records: 1

Approved As To Form
 ONEIDA COUNTY ATTORNEY
 By

Project #: BR10-1169-D00 Byrne JAG Recovery Project Status: Pending Signatures
Participant: Oneida County

Project	General	Participants	Budget	Work Plan	Questions	Acceptance	Contract Closeout
	Home Search	Open	Locked				

96Participant Type

Participant Name *

Go to Attachment Progress Site Review Address *

Address2

City * State * Zip *

Financial Equipment County

If the information is not correct, click here to send an email to correct the information.

Reports Application Deficiency Contract Award Website Address

SFS Vendor Number

Employer Identification Number

Help Logout Municipality No

Login ID: oneipd Dun & Bradstreet No

Charities Registration No

Version 2.1.13 Not for Profit Sectarian Entity

Vendor Responsibility Profile on file with OSC -

Charity Registration Exemptions

Last Dos Charities Filing Last Vendor Representative Filing

Remarks (2000 Character Limit)

* - Mandatory Field

Project Participant

Project #: BR10-1169-D00 Byrne JAG Recovery Project Status: Pending Signatures
Participant: Oneida County

Project	General	Participants	Budget	Work Plan	Questions	Acceptance	Contract Closeout
Home Search Open Locked	96 Participant Type <input type="text" value="Implementing Agency"/>						
	Participant Name * <input type="text" value="Oneida County Probation Department"/>						

Go to Attachment Progress Site Review Financial Equipment

Address *
 Address2
 City * State * Zip *
 County

If the information is not correct, click here to send an email to correct the information.

Reports Application Deficiency Contract Award

Website Address
 SFS Vendor Number
 Employer Identification Number
 Municipality No
 Dun & Bradstreet No
 Charities Registration No

Help Logout

Version 2.1.13

Not for Profit
 Sectarian Entity

Vendor Responsibility Profile on file with OSC -

Charity Registration Exemptions
 Last Dos Charities Filing Last Vendor Representative Filing

Remarks (2000 Character Limit)

* - Mandatory Field

Project Participant

Project #: BR10-1169-D00 Byrne JAG Recovery Project Status: Pending Signatures
Participant: Oneida County

Home Search	General	Participants	Budget	Work Plan	Questions	Acceptance	Contract Closeout
-------------	---------	--------------	--------	-----------	-----------	------------	-------------------

Open Locked Contact Type

First Name * M Last Name *

Go to

Attachment Progress Site Agency

Review Financial Equipment Title

Salutation

Address *

Reports Application Address2

City * State * Zip *

Deficiency Contract Award County

Help Logout Email

Please note: Without a valid email address, automated notification will not occur.

Login ID: oneipd Phone * Ext.

Version 2.1.13 Fax

* - Mandatory Field

Project Budget

Project #: BR10-1169-D00 Byrne JAG Recovery Project Status: Pending Signatures
 Participant: Oneida County

Project	General	Participants	Budget	Work Plan	Questions	Acceptance	Contract Closeout
Home Search Open Locked	Please enter budget information. If you are requesting an advance, please enter the amount requested and the justification, then save the screen before proceeding. You may edit the Advance if necessary at a later time. Enter budget information by participant. If you will only be operating with one budget, please enter the budget for the Grantee agency. For consortia, you may enter budgets by individual implementing agency. When you have completed your budget, please go on to the Workplan tab.						

Go to	Budget Summary
Attachment	Participant
Progress	Oneida County
Site Review	Oneida County Probation Department
Financial Equipment	Total

Grant Funds	Matching Funds	Total
\$56,000.00	\$0.00	\$56,000.00
\$0.00	\$0.00	\$0.00
100.00%	0.00%	\$56,000.00

Advance Request Amount (If not requesting an advance, please skip) \$ 0.00

Reports Application Deficiency Contract Award

Advance Request Justification (200 character limit)

Help Logout Budget Summary by Participant Oneida County

Login ID: oneipd Version 1 - Edit (Click here to add more lines to budget categories)

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds	Deficient
1	Probation Officers - 2 FTE for 6 month period	2	\$17,033.35	\$34,066.70	\$34,066.70	\$0.00	no
Total				\$34,066.70	\$34,066.70	\$0.00	

#	Fringe Benefits	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds	Deficient
1	Fringe Benefits for (2) Probation officers for a s...	1	\$16,612.00	\$16,612.00	\$16,612.00	\$0.00	no
Total				\$16,612.00	\$16,612.00	\$0.00	

#	Equipment	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds	Deficient
1	Drug and Alcohol Equipment - Breathalyzer	1	\$451.00	\$451.00	\$451.00	\$0.00	no
2	Electronic monitoring equipment (2) at \$1.97 per d...	1	\$719.00	\$719.00	\$719.00	\$0.00	no
Total				\$1,170.00	\$1,170.00	\$0.00	

#	Supplies	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds	Deficient
1	Office Supplies (Central Stores and Outside Vendor...	1	\$1,201.30	\$1,201.30	\$1,201.30	\$0.00	no
Total				\$1,201.30	\$1,201.30	\$0.00	

#	Travel and Subsistence	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds	Deficient
1	Travel at \$.50 per mile	1	\$2,950.00	\$2,950.00	\$2,950.00	\$0.00	no
Total				\$2,950.00	\$2,950.00	\$0.00	

Version 1 Total	Total Cost	Grant Funds	Matching Funds
	\$56,000.00	\$56,000.00	\$0.00

Oneida County Probation Department

Project #: BR10-1169-D00 Byrne JAG Recovery Project Status: Pending Signatures

Participant: Oneida County

Home	General	Participants	Budget	Work Plan	Questions	Acceptance	Contract Closeout
Search	All grant-funded out-of-state travel must have prior written approval from DCJS: Please contact your DCJS Program Representative when planning out-of-state travel to be supported with grant funds.						
Open							
Locked							

You may continue to add budget lines from this screen. Choosing different budget categories will change the page heading, reminding you what budget category you are working in. You will also see an updated summary of your entries for each category at the top of the screen. When finished, return to the Budget Summary screen to see your updated budget, or move on to the Workplan.

Go to Personnel Budget for Oneida County Version 1

#	Description	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds	Deficient
1	Probation Officers - 2 FTE for 6 month period	2	\$17,033.35	\$34,066.70	\$34,066.70	\$0.00	no
Total				\$34,066.70	\$34,066.70	\$0.00	

Reports Application Choose a different Category to work on: or

[Back to Budget Summary](#)

Deficiency Contract Award

Edit information for this budget line item and press Save.

Help Logout

Login ID: oneipd

Version 2.1.13

Description *
Probation Officers - 2 FTE for 6 month period

Number *	Unit Cost *	Total Funds
2	x \$ 17,033.35	= \$34,066.70

Total Funds	Matching Funds	Grant Funds
\$34,066.70	- \$ 0.00	= \$34,066.70

Justification *
2 Probation Officer salaries for a six month period.

* - Mandatory Field

Project Budget

Project #: BR10-1169-D00 Byrne JAG Recovery Project Status: Pending Signatures

Participant: Oneida County

Home	General	Participants	Budget	Work Plan	Questions	Acceptance	Contract Closeout
Search	All grant-funded out-of-state travel must have prior written approval from DCJS. Please contact your DCJS Program Representative when planning out-of-state travel to be supported with grant funds.						
Open							
Locked							

You may continue to add budget lines from this screen. Choosing different budget categories will change the page heading, reminding you what budget category you are working in. You will also see an updated summary of your entries for each category at the top of the screen. When finished, return to the Budget Summary screen to see your updated budget, or move on to the Workplan.

Go to Attachment to the Budget Summary screen to see your updated budget, or move on to the Workplan.

Progress
Site
Review
Financial
Equipment

Fringe Benefits Budget for Oneida County Version 1

#	Description	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds	Deficient
1	Fringe Benefits for (2) Probation officers for a s...	1	\$16,612.00	\$16,612.00	\$16,612.00	\$0.00	no
Total				\$16,612.00	\$16,612.00	\$0.00	

Reports
Application
Deficiency
Contract
Award

Choose a different Category to work on: or

Help
Logout

Edit information for this budget line item and press Save.

Login ID:
oneipd

Description *
Fringe Benefits for (2) Probation officers for a six month period.

Version
2.1.13

Number * Unit Cost * Total Funds
1 x \$ 16,612.00 = \$16,612.00

Total Funds Matching Funds Grant Funds
\$16,612.00 - \$ 0.00 = \$16,612.00

Justification *
Fringe Benefits for (2) Probation officers for a six month period.

* - Mandatory Field

Project Budget

Project #: BR10-1169-D00 Byrne JAG Recovery Project Status: Pending Signatures

Participant: Oneida County

Home	General	Participants	Budget	Work Plan	Questions	Acceptance	Contract Closeout
Search	All grant-funded out-of-state travel must have prior written approval from DCJS. Please contact your DCJS Program Representative when planning out-of-state travel to be supported with grant funds.						
Open							
Locked							

You may continue to add budget lines from this screen. Choosing different budget categories will change the page heading, reminding you what budget category you are working in. You will also see an updated summary of your entries for each category at the top of the screen. When finished, return to the Budget Summary screen to see your updated budget, or move on to the Workplan.

Go to Attachment Progress: Equipment Budget for Oneida County Version 1

#	Description	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds	Deficient
1	Electronic monitoring equipment (2) at \$1.97 per d...	1	\$719.00	\$719.00	\$719.00	\$0.00	no
2	Drug and Alcohol Equipment - Breathalyzer	1	\$451.00	\$451.00	\$451.00	\$0.00	no
Total				\$1,170.00	\$1,170.00	\$0.00	

Reports Application

Choose a different Category to work on: or

Deficiency Contract Award [Back to Budget Summary](#)

Help Logout

Edit information for this budget line item and press Save.

Login ID: oneipd

Version 2.1.13

Description *
Drug and Alcohol Equipment - Breathalyzer

Number *	Unit Cost *	Total Funds
1	x \$ 451.00	= \$451.00

Total Funds	Matching Funds	Grant Funds
\$451.00	- \$ 0.00	= \$451.00

Justification *
Drug and alcohol testing equipment

* - Mandatory Field

Project #: BR10-1169-D00 **Byrne JAG Recovery Project Status:** Pending Signatures
Participant: Oneida County

Project
 Home
 Search
 Open
 Locked

General	Participants	Budget	Work Plan	Questions	Acceptance	Contract Closeout
----------------	---------------------	---------------	------------------	------------------	-------------------	--------------------------

All grant-funded out-of-state travel must have prior written approval from DCJS. Please contact your DCJS Program Representative when planning out-of-state travel to be supported with grant funds.

Go to
 Attachment
 Progress
 Site
 Review
 Financial
 Equipment

You may continue to add budget lines from this screen. Choosing different budget categories will change the page heading, reminding you what budget category you are working in. You will also see an updated summary of your entries for each category at the top of the screen. When finished, return to the Budget Summary screen to see your updated budget, or move on to the Workplan.

Supplies Budget for Oneida County Version 1

#	Description	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds	Deficient
1	Office Supplies (Central Stores and Outside Vendor...	1	\$1,201.30	\$1,201.30	\$1,201.30	\$0.00	no
Total				\$1,201.30	\$1,201.30	\$0.00	

Reports
 Application
 Deficiency
 Contract
 Award

Choose a different Category to work on: or

Help
 Logout

Edit information for this budget line item and press Save.

Login ID:
 oneipd

Description *
 Office Supplies (Central Stores and Outside Vendors)

Version
 2.1.13

Number * Unit Cost * Total Funds
 1 x \$ 1,201.30 = \$1,201.30

Total Funds Matching Funds Grant Funds
 \$1,201.30 - \$ 0.00 = \$1,201.30

Justification *
 Supplies needed to carry out employment responsibilities - general office supplies

* - Mandatory Field

Project Budget

Project #: BR10-1169-D00 Byrne JAG Recovery Project Status: Pending Signatures

Participant: Oneida County

Home	General	Participants	Budget	Work Plan	Questions	Acceptance	Contract Closeout
Search	All grant-funded out-of-state travel must have prior written approval from DCJS. Please contact your DCJS Program Representative when planning out-of-state travel to be supported with grant funds.						
Open	You may continue to add budget lines from this screen. Choosing different budget categories will change the page heading, reminding you what budget category you are working in. You will also see an updated summary of your entries for each category at the top of the screen. When finished, return to the Budget Summary screen to see your updated budget, or move on to the Workplan.						
Locked							

Go to Attachment to the Budget Summary screen to see your updated budget, or move on to the Workplan.

Progress Site Review Financial Equipment Travel and Subsistence Budget for Oneida County Version 1

#	Description	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds	Deficient
1	Travel at \$.50 per mile	1	\$2,950.00	\$2,950.00	\$2,950.00	\$0.00	no
Total				\$2,950.00	\$2,950.00	\$0.00	

Choose a different Category to work on: or

Reports Application

Deficiency Contract Award Edit information for this budget line item and press Save.

Help Logout

Login ID: oneipd
 Description *
 Travel at \$.50 per mile
 Number * Unit Cost * Total Funds
 1 x \$ 2,950.00 = \$2,950.00

Total Funds Matching Funds Grant Funds
 \$2,950.00 - \$ 0.00 = \$2,950.00

Justification *
 Travel for home visits, surveillance, and meetings for (2) Probation Officers.

* - Mandatory Field

Progress

Project #: BR10-1169-D00 Byrne JAG Recovery

Project Status: Pending Signatures

Participant: Oneida County

Home
Search
Open
Locked

General	Workplan Outcomes
---------	-------------------

Please be sure to complete both tabs of information, General and WorkPlan Outcomes, prior to submitting your report.

Go to
Project
Attachment
Site
Review
Financial
Equipment

Reporting Period

Reporting Year

Progress Report Status

Submitted

Submission Date

Final Report

SAR Received
Date

Have you included a file attachment with this submission?

Reports
Progress

Total Amount Spent \$

Person Submitting Report

Help
Logout

Login ID:
oneipd

Remarks

This is the 1st quarter Progress Report since having our Grant extended thru 3/31/2011. The original Project was under RL09-1019-D00. Since beginning with this RDLR Program in September 2009, we have now serviced over 100 Probationers, aligned successfully with Drug Court, and better utilized Community Resources to effectively strategize positive results.

Version 2.1.13

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

February 11, 2011

FN 20 11 - 092

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

HUMAN RESOURCES WAYS & MEANS

Dear Mr. Picente:

There is a need to transfer funds in the **2010** budget to cover shortages in the Heap Other Expense account. We have identified sources of funds within the 2010 budget to accommodate this transfer.

Therefore, we are asking for your approval and, subsequent Board approval of the following transfers:

To:	A6015.495	Heap - Other Expenses	\$10,000
From:	A6015.418	Heap - Meter Postage	\$10,000

Sincerely,

Lucille A. Soldato
Commissioner

Cc: Tom Keeler

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

Anthony J. Picente, Jr.
County Executive

Date 2/15/11

2011 FEB 25 PM 5:37

RECEIVED
ONEIDA COUNTY LEGISLATURE

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

February 11, 2011

FN 20 11 - 093

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

HUMAN RESOURCES

Dear Mr. Picente:

WAYS & MEANS

There is a need to transfer funds into the **2010** Budget to cover a shortage in the A6011.455, Services mileage account. The Services employees provide protective, preventive, adoptive and foster care services. This requires transportation for mandated training, court appearances, home visits, etc.

Therefore, we are asking for your approval and, subsequent Board approval of the following transfer:

To:	A6011.455	Children & Adult Services Travel & Subsistence	\$5,000
From:	A6011.454	Children & Adult Services – Travel Meetings	\$5,000

Sincerely,

Lucille A. Soldato
Commissioner of Social Services

Cc: T. Keeler

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

Anthony J. Picente, Jr.
County Executive

Date 2/15/11

RECEIVED
ONEIDA COUNTY LEGISLATURE
FEB 25 PM 5:37