



# ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini  
Chairman  
(315) 798-5900

Susan L. Crabtree  
Clerk  
(315) 798-5901

James M. D'Onofrio  
Majority Leader

Michael J. Hennessy  
Minority Leader

## COMMUNICATIONS FOR DISTRIBUTION APRIL 16, 2008 (Correspondence relating to upcoming legislation, appointments, petitions, etc)

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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  
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March 27, 2008

7/1/2008-220

Susan L. Crabtree  
Clerk  
Oneida County Board of Legislators  
Oneida County Office Building  
800 Park Ave.  
Utica, NY 13501

**READ & FILED**

Dear Mrs. Crabtree:

I wish to inform you of my intention to use the powers granted to my office under terms of the County Charter and pursuant to Section 21 of the Municipal Home Rule Law to veto the salary increase that has been proposed for the Oneida County Sheriff.

First, allow me to say that I recognize, as do many of the honorable members of the Board, that the position of the Oneida County Sheriff needs to be upgraded in terms of its salary. I also agree that the person who bears the ultimate responsibility for leadership and administration of any office or department should have a higher base salary than his subordinates.

Further, I respect Sheriff Daniel Middaugh as an outstanding law enforcement officer, a dedicated public official and a man who has devoted his career to public safety. My concerns with the proposed raise should not be misconstrued as any concerns over or criticism of the performance of Sheriff Middaugh.

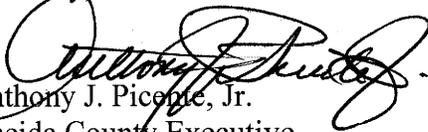
I do, however, strongly oppose increasing the salaries of elected officials during their terms of office. I have made this position known throughout the discussion of this issue and I continue to maintain this position. When candidates seek elective office, they run knowing the salary of that position and I believe that, in doing so, they have made a commitment to serve at that salary for the duration of that term. It is my firm opinion that enacting an increase in the salary of any elected official during their term of office negatively impacts the public trust and I oppose doing so for any office.

L.

As I have also stated publicly, I do not believe it is appropriate to arbitrarily take the salary of one position, in the middle of a term and adjust it to the extent of approving a 30 percent salary increase. This action is not fair to the public we serve or to our valued employees.

In summary, the contention that has been made that the salary for the office should be raised is not without merit, but I believe the action taken by the Board is the wrong way to remedy the situation. Pursuant to Section 21 of the Municipal Home Rule Law, I am returning the subject local law to the Board of Legislators for its further consideration of the objections to such increase which I have raised herein.

Sincerely,



Anthony J. Picone, Jr.  
Oneida County Executive

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2009 MAR 27 PM 4:10

3.

# Oneida County Department of Aviation

## Oneida County Airport at Griffiss Airfield (RME)

592 Hangar Road, Suite 200

Rome, New York 13441

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

airport@ocgov.net

ANTHONY J. PICENTE, JR.  
County Executive

ROGER B. SORRELL, C.M.  
Commissioner

March 12, 2008

FN 2008-221

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

**AIRPORT**

## WAYS & MEANS

Dear County Executive Picente,

The Department of Aviation is submitting for contract approval the attached Lump Sum Design Agreement with C&S Engineers, Inc. The Agreement was approved by the Board of Acquisition and Contract on March 12, 2008 and provides for design services and the preparation of plans and specifications for the following Capital Projects:

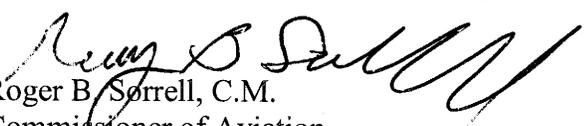
▪ Building # 220 Hangar Improvements (H-369),	\$ 82,500.00
▪ Building #100 Improvements (H-408),	\$340,000.00
▪ New Corporate Hangar (H-369),	\$250,000.00
▪ New T-Hangar (H-369); and,	\$ 99,800.00
▪ Self Service Fuel Facility, including SPCC and Slug Control Plan (H-369)	\$ 52,500.00
Total	\$824,800.00

The previously approved C&S corporate hangar design and construct contract (F.N. 2007-235, Res. No. 268) in the total amount of \$414,000 will be terminated with a return balance of \$201,200 to H-369.

The Oneida County Board of Legislators (F.N. 2006-350, Res. No. 318) has approved C&S Engineers, Inc., as Oneida County's designated Airport Consultant.

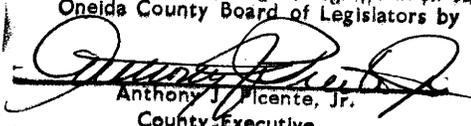
Please review this Lump Sum Agreement with C&S Engineers for \$824,800.00 to provide design phase services and if acceptable forward to the Oneida County Board of Legislators for their consideration. Thank you.

Sincerely,

  
Roger B. Sorrell, C.M.  
Commissioner of Aviation

wfa  
c: W. Applebee

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2008 MAR 31 PM 3:59

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by  
  
Anthony J. Picente, Jr.  
County Executive  
Date 3/28/08

Oneida County Department: Aviation

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP X

## Oneida County Board of Legislators Contract Summary

Name of Proposing Organization: **C&S Engineers, Inc.  
Syracuse, NY**

Title of Activity or Service: **Professional Consulting Services - Design**

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

### Summary Statements:

1) Narrative Description of Proposed Services:

**Provide Professional Consulting Services related to the design of Airport Capital Projects.**

2) Program/Service Objectives and Outcomes:

**Redevelopment of Griffiss Airfield for aviation and economic development purposes. Specifically Buildings #220, #100, new Corporate Hangar, new T-hangars, and Self Service Aircraft Fuel Facility including Spill Prevention and Slug Control Plan.**

3) Program Design and Staffing Level:

**N/A**

Total Funding Requested: **\$824,800.00**

Oneida County Department Funding Recommendation: **\$824,800.00** Account # **H-369/408**

Proposed Funding Source: Federal \$ -0- State \$ -0- County \$824,800.00

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

Past Performance Data: **N/A**

Oneida County Department Staff Comments: **Projects are funded between both H-369 and H-408.  
Bd. Of Acquisition and Contract approved March 12, 2008.**

**SCHEDULE A-1**  
**SCOPE OF WORK**

**PROJECT TITLE:** BUILDING 220 IMPROVEMENTS  
**AIRPORT NAME:** GRIFFISS AIRFIELD  
**SERVICES PROVIDED:** DESIGN

**PROJECT DESCRIPTION:**

The CONSULTANT shall provide required professional services to design the Building 220 Improvements (the "Project"). The proposed Project will be performed and constructed by the COUNTY.

Project generally includes upgrades and improvements to existing Buildings 220.

Specific items to include:

- Install new bi-fold doors
- Concrete floor repairs
- Renovate office space
- Hazardous Material abatement
- Parking and fence modification
- Foam fire suppression system and alarm
- HVAC improvements

Professional services to be provided by the CONSULTANT shall include, electrical, structural, mechanical, plumbing, engineering, and architectural services, as applicable, required to accomplish the following items ("Basic Services"):

**PROJECT SCHEDULE**

1. The design schedule is anticipated to be as follows:

	TIME FROM RECEIPT OF NTP	ANTICIPATED COMPLETION DATE
Contract Execution		January 25, 2008
Notice to Proceed (NTP)		January 25, 2008
Preliminary Design	42	March 7, 2008
Final Design	84	April 18, 2008

## PRELIMINARY DESIGN PHASE

The Preliminary Design Phase is intended to identify and evaluate alternatives to provide cost-effective and practical solutions for the work items identified. The CONSULTANT will evaluate alternatives through contacts with local authorities, review of the preapplication, field investigations, and a practical design approach. The Project's design will take advantage of local knowledge and experience and will utilize expertise from recent construction projects in an effort to design a cost-effective Project. The specific services to be provided or furnished for this Phase of the Project are the following:

1. Schedule and conduct a pre-design meeting with the COUNTY to review the scope of services and become familiar with the Project requirements and operational concerns during the Project's construction.
2. Acquire and review record documents (such as plans, specifications, reports, and studies) to become familiar with data that is available for the project.
3. Perform a preliminary Project site inspection to further familiarize the design team with Project areas.
4. Perform Code review in accordance with New York State current building code.
5. Preliminary design of office space renovation.
6. Preliminary design of HVAC system improvements.
7. Preliminary design for hangar door rehabilitation for Building 100.
8. Preliminary design for parking and fencing modification.
9. Preliminary design for concrete floor repairs.
10. Review of life safety issues associated new high expansion foam.
11. Review Conduct field investigation to quantify hazardous material.
12. Prepare preliminary opinion of probable construction costs for each major element of the Project.

## FINAL DESIGN PHASE

The services included under this Phase shall generally consist of services required to furnish the COUNTY with a complete set of Contract Documents for the Project, including Final Plans, Specifications, and opinion of probable construction costs. Services to be performed or furnished during this Phase may include revising the preliminary submittal information to comply with COUNTY comments and then completion of the final design. Plans and Specifications, suitable for unit price bidding, will be completed; final design will be coordinated with the COUNTY; and a complete set of bid documents will be furnished to the COUNTY. A final opinion of probable construction cost and the final Design Report will also be prepared and submitted. A final Construction Phasing and Operations Plan will be included as part of the specifications.

The specific services to be provided or furnished for this Phase of the Project are the following:

1. Finalize design of office space renovation.
2. Finalize design of HVAC system improvements.
3. Finalize design of new bi-fold door installation.
4. Finalize fire alarm design.
5. Finalize high expansion foam fire suppression design.
6. Finalize abatement plan for hazardous materials.
7. Finalize design for parking and fencing modifications.
8. Finalize design for concrete floor repair.
9. Prepare final opinion of probable construction costs based upon the actual quantity takeoffs.
10. Submit draft of final documents to COUNTY for final review and comment. Schedule and conduct a draft final review meeting with COUNTY to discuss and resolve final comments.
11. Reproduce and submit sufficient copies of bid documents to COUNTY for bidding purposes. Bid documents shall consist of the Contract Drawings and Specifications.

## **BID PHASE**

The bid phase is that time frame between completion of the design process and beginning of actual construction when the COUNTY publicly advertises and receives bids, awards contracts to the lowest responsible bidder and executes a construction contract to perform the work with the successful contractors. The CONSULTANT shall assist the COUNTY during this phase as required. Specifically, the work shall consist of:

1. Assist COUNTY in the advertisement of the project and issuance of bid documents.
2. Receive and respond as required to questions from potential bidders regarding the contract documents.
3. Schedule and conduct pre-bid conference if requested by COUNTY and advise COUNTY on matters relating to design. Prepare meeting minutes of the pre-bid conference(s).
4. Prepare addenda to the bid documents after advertisement and prior to bidding as required upon the COUNTY'S approval.
5. Attend bid opening. Upon receipt of bids, perform bid reviews. The bid review shall include items such as a check of the contractor's bid extensions, bid security, execution of bid, non-collusive bidding certificate, EEO certification, statement of surety's intent, addenda receipt, buy American certificate, subcontractors and supplier's list, Disadvantaged Business Enterprise (DBE) certification, eligibility certification, corporate bidder's certification, non-discrimination statement and nonsegregated facilities

certificate. Request evidence of competency and evidence of financial responsibility from the contractor. Review contractor's list of personnel, list of equipment and financial statement. Formal contact of the contractor's references shall be made upon COUNTY'S request or if contractor has no past working relationship with CONSULTANT AND COUNTY.

6. Prepare final bid tabulation, recommendation/rejection of award to the COUNTY, and a sample award letter.
7. Upon award of contract, prepare conformed copies of contracts; coordinate contractor's execution of contract, review contractors bonds, insurance and DBE plan, review contractor's submission with COUNTY; Coordinate COUNTY'S execution of contract.
8. Coordinate Notice to Proceed (NTP) for construction.

END OF SCHEDULE A-1



# ARCHITECTURAL/ENGINEERING COST SUMMARY SCHEDULE "B-1" DESIGN PHASE

PROJECT NAME: Building 220 Improvements  
 PROJ DESCRIPTION Convert bldg. 220 to an Aircraft Maintenance Facility  
 CLIENT: Oneida County  
 CLIENT MANAGER: Ralph Napolitano

DATE: 21-Feb-08  
 A/E: C & S ENGINEERS, INC.  
 PROJECT NO: 146.077.002  
 C&S CONTACT: RN

**I. DIRECT SALARY COSTS:**

	TITLE	MAXIMUM RATE OF PAY (\$/HR)	AVERAGE RATE OF PAY (\$/HR)	@	HOURS	=	COST
A.	SERVICE GROUP MANAGER	\$62.40	\$60.70	X	16	=	\$971.00
B.	MANAGING ENGINEER	\$58.00	\$44.80	X	80	=	\$3,584.00
C.	SENIOR PROJECT ENGINEER	\$44.50	\$37.60	X	32	=	\$1,203.00
D.	PROJECT ENGINEER	\$39.40	\$32.80	X	88	=	\$2,886.00
E.	ENGINEER	\$29.30	\$26.90	X	64	=	\$1,722.00
F.	STAFF ENGINEER	\$26.80	\$25.20	X	120	=	\$3,024.00
G.	SENIOR DESIGNER	\$31.80	\$30.10	X	220	=	\$6,622.00
H.	DESIGNER	\$25.50	\$22.60	X	16	=	\$362.00
I.	CADD DESIGNER	\$23.80	\$20.50	X	0	=	\$0.00
J.	CADD OPERATOR	\$23.20	\$20.20	X	0	=	\$0.00
K.	TECHNICAL TYPIST	\$24.60	\$22.10	X	40	=	\$884.00
L.	GRANTS ADMINISTRATOR	\$28.00	\$26.70	X	0	=	\$0.00
M.	MANAGER AIRPORT PLANNING	\$63.90	\$50.40	X	0	=	\$0.00
N.	SENIOR PLANNER	\$34.80	\$32.40	X	8	=	\$259.00
O.	PLANNER	\$32.40	\$28.60	X	0	=	\$0.00
P.	STAFF PLANNER	\$22.10	\$20.80	X	0	=	\$0.00
Q.	PROJECT ARCHITECT	\$36.50	\$34.40	X	56	=	\$1,926.00
R.	STAFF ARCHITECT	\$25.70	\$24.50	X	56	=	\$1,372.00
S.	SENIOR PROJ GEOLOGIST (SOILS ENG)	\$44.00	\$42.80	X	0	=	\$0.00
T.	GEOLOGIST	\$30.60	\$23.20	X	0	=	\$0.00
U.	SENIOR PROJECT SCIENTIST	\$43.90	\$41.80	X	0	=	\$0.00
V.	ENVIRONMENTAL SCIENTIST	\$28.20	\$26.50	X	20	=	\$530.00
W.	ENVIRONMENTAL ANALYST	\$24.40	\$21.50	X	20	=	\$430.00
X.	SENIOR CONSTRUCTION SUPERVISOR	\$56.30	\$48.90	X	0	=	\$0.00
Y.	RESIDENT ENGINEER	\$39.40	\$35.90	X	0	=	\$0.00
Z.	CHIEF INSPECTOR	\$33.60	\$30.30	X	0	=	\$0.00
AA.	SENIOR INSPECTOR	\$32.40	\$29.10	X	0	=	\$0.00
BB.	INSPECTOR	\$31.80	\$27.80	X	0	=	\$0.00
CC.	JUNIOR INSPECTOR	\$19.70	\$18.50	X	0	=	\$0.00
DD.	CONST RECORDS SPECIALIST	\$24.50	\$23.70	X	0	=	\$0.00
EE.	PARTY CHIEF	\$44.10	\$42.00	X	0	=	\$0.00
FF.	INSTRUMENT MAN	\$41.10	\$39.10	X	0	=	\$0.00
GG.	RODMAN	\$41.10	\$39.10	X	0	=	\$0.00

TOTAL ESTIMATED DIRECT SALARY COST: \$25,775.00

**II. OVERHEAD EXPENSES & PAYROLL BURDEN PER SCHEDULE "C" -**

(AUDITABLE, ESTIMATED AND EXPRESSED AS A PERCENTAGE  
OF DIRECT SALARY COST):

160.00%

\$41,240.00

**III. SUBTOTAL OF ITEMS I & II:**

\$67,015.00

IV. ESTIMATE OF DIRECT EXPENSES:

A.	TRAVEL, BY AUTO:	3	TRIPS @	90	MILES/TRIP @	\$0.505	=	\$136.35
B.	TRAVEL, BY AIR:	0	TRIPS @	0	PERSONS @	\$0.00	=	\$0.00
C.	PER DIEM:	0	DAYS @	0	PERSONS @	\$99.00	=	\$0.00
D.	MISCELLANEOUS:						=	<u>\$240.30</u>

TOTAL ESTIMATE OF DIRECT EXPENSES: \$376.65

V. FIXED FEE (PROFIT, LUMP SUM):

A.	LABOR PLUS OVERHEAD:	15%	(OF III.)	\$10,052.00
B.	DIRECT EXPENSES:	15%	(OF IV.)	<u>\$56.00</u>
	TOTAL FIXED FEE:			\$10,108.00

VI. SUBCONTRACTS:

A.	ESTIMATE OF HAZARDOUS MATERIAL SURVEY			<u>\$5,000.00</u>
B.	ESTIMATE OF SUBSURFACE INVESTIGATION & TESTS:			
1	MOBILIZATION/DEMOLITION:		LUMP SUM	= \$0.00
2	PAVEMENT CORES:	0	EACH @ \$50.00	= \$0.00
3	CONTINUOUS SAMPLING:	0	L.F. @ \$18.00	= \$0.00
4	OBSERVATION WELL:	0	L.F. @ \$15.00	= \$0.00
5	TEST PITS:	0	EACH @ \$250.00	= \$0.00
6	FIELD CBR:	0	EACH @ \$250.00	= \$0.00
7	FIELD DENSITY TESTS:	0	EACH @ \$35.00	= \$0.00
8	MECHANICAL ANALYSIS:	0	EACH @ \$35.00	= \$0.00
9	LABORATORY PROCTORS:	0	EACH @ \$100.00	= \$0.00
10	LABORATORY CBR, 1 PT.:	0	EACH @ \$150.00	= \$0.00
11	LABORATORY CBR, 3 PT.:	0	EACH @ \$350.00	= \$0.00
12	ATTERBERG LIMITS:	0	EACH @ \$55.00	= \$0.00
13	NATURAL MOISTURE CONTENT:	0	EACH @ \$6.00	= \$0.00
14	HYDROMETER ANALYSIS:	0	EACH @ \$60.00	= \$0.00
	TOTAL ESTIMATED SUBSURFACE INVESTIGATION & TESTS:			<u>\$0.00</u>

VII. TOTALS:

A.	ESTIMATE OF MAXIMUM TOTAL COST FOR DESIGN SERVICES, AGREEMENT TOTAL:	<u>\$82,500.00</u>
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**SCHEDULE A-2**  
**SCOPE OF WORK**

**PROJECT TITLE: BUILDING 100 IMPROVEMENTS**  
**AIRPORT NAME: GRIFFISS AIRFIELD**  
**SERVICES PROVIDED: DESIGN**

**PROJECT DESCRIPTION:**

The CONSULTANT shall provide required professional services to design the Building 100 Improvements (the "Project"). The proposed Project will be performed and constructed by the COUNTY.

Project generally includes:

- Rehabilitating the NE & NW hangar door
- Construct metal stud insulated walls at the SE and SW
- Replace all windows
- Reside over existing corrugated siding
- Repair/repoint masonry façade
- Insulate all vertical exterior walls
- Install gutter and downspout (High Bay roof)
- Epoxy paint hangar floor (East Bay)
- Install apron lighting
- Install power fans (East & West Hangar Bays)
- Rehabilitate toilets (East Hangar Bay)
- Upgrade Offices
- Install energy management system
- Install aperture door in NE and NW hangar doors
- Install backflow preventer for water service entrance

Professional services to be provided by the CONSULTANT shall include, electrical, structural, mechanical, plumbing, engineering, and architectural services, as applicable, required to accomplish the following items ("Basic Services"):

**PROJECT SCHEDULE**

1. The design schedule is anticipated to be as follows:

	TIME FROM RECEIPT OF NTP	ANTICIPATED COMPLETION DATE
Contract Execution		January 25, 2008
Notice to Proceed (NTP)		January 25, 2008
Preliminary Design	42	March 7, 2008
Final Design	89	March 18, 2008

## PRELIMINARY DESIGN PHASE

The Preliminary Design Phase is intended to identify and evaluate alternatives to provide cost-effective and practical solutions for the work items identified. The CONSULTANT will evaluate alternatives through contacts with local authorities, review of the preapplication, field investigations, and a practical design approach. The Project's design will take advantage of local knowledge and experience and will utilize expertise from recent construction projects in an effort to design a cost-effective Project. The specific services to be provided or furnished for this Phase of the Project are the following:

1. Schedule and conduct a pre-design meeting with the COUNTY to review the scope of services and become familiar with the Project requirements and operational concerns during the Project's construction.
2. Acquire and review record documents (such as plans, specifications, reports, and studies) to become familiar with data that is available for the project.
3. Perform a preliminary Project site inspection to further familiarize the design team with Project areas.
4. Preliminary design and details of building addition improvements such as:
  - NE & NW Hangar Doors
    - Door insulation
    - Aperture door installation
    - Weatherstripping / seals
    - New mechanized door operator
    - Heated rail system
    - Door drive mechanism replacement
    - Window replacement
    - Upgrades to door air curtain
  - SE & SW Hangar Doors
    - Insulated metal stud walls with liner panel
    - Install 22' wide rollup door
  - Building Improvements
    - Replace hangar windows
    - Repair/repoint existing masonry façade
    - Re-side over existing corrugated siding
    - Perform hazardous material survey
    - Insulate all exterior vertical walls
    - Replace Office windows
    - Install gutters and downspouts (High Bay roof)
    - Install power fans (East & West Bay)
    - Install apron lighting
    - Install new air compressor and dryer (East & West Bays)
    - Rehabilitate toilets (East Hangar)
    - Upgrade Offices (new finishes, HVAC, and electrical improvements)
    - Install Energy Management System for hangar bays
5. Preliminary design for building improvements which will include architectural, structural, electrical, HVAC, and mechanical plans and details.

6. Prepare preliminary opinion of probable construction costs for each major element of the Project.
7. Meet and review preliminary design meeting with COUNTY, CODE OFFICIALS, and TENANTS

### **FINAL DESIGN PHASE**

The services included under this Phase shall generally consist of services required to furnish the COUNTY with a complete set of Contract Documents for the Project, including Final Plans, Specifications, and opinion of probable construction costs. Services to be performed or furnished during this Phase may include revising the preliminary submittal information to comply with COUNTY comments and then completion of the final design. Plans and Specifications, suitable for unit price bidding, will be completed; final design will be coordinated with the COUNTY; and a complete set of bid documents will be furnished to the COUNTY. A final opinion of probable construction cost and the final Design Report will also be prepared and submitted. A final Construction Phasing and Operations Plan will be included as part of the specifications.

The specific services to be provided or furnished for this Phase of the Project are the following:

1. Finalize all designs, plans, and details for the building improvements as outlined above.
2. Meet and review final design with COUNTY, CODE OFFICIALS, and TENANTS.
3. Prepare Building Permit application on behalf of COUNTY.
4. Prepare final opinion of probable construction costs based upon the actual quantity takeoffs.
5. Reproduce and submit sufficient copies of bid documents to COUNTY for bidding purposes. Bid documents shall consist of the Contract Drawings and Specifications.

### **BID PHASE**

The bid phase is that time frame between completion of the design process and beginning of actual construction when the COUNTY publicly advertises and receives bids, awards contracts to the lowest responsible bidder and executes a construction contract to perform the work with the successful contractors. The CONSULTANT shall assist the COUNTY during this phase as required. Specifically, the work shall consist of:

1. Assist COUNTY in the advertisement of the project and issuance of bid documents.
2. Receive and respond as required to questions from potential bidders regarding the contract documents.
3. Schedule and conduct pre-bid conference if requested by COUNTY and advise COUNTY on matters relating to design. Prepare meeting minutes of the pre-bid conference(s).
4. Prepare addenda to the bid documents after advertisement and prior to bidding as required upon the COUNTY'S approval.
5. Attend bid opening. Upon receipt of bids, perform bid reviews. The bid review shall include items such as a check of the contractor's bid extensions, bid security, execution of bid, non-collusive bidding

certificate, EEO certification, statement of surety's intent, addenda receipt, buy American certificate, subcontractors and supplier's list, Disadvantaged Business Enterprise (DBE) certification, eligibility certification, corporate bidder's certification, non-discrimination statement and nonsegregated facilities certificate. Request evidence of competency and evidence of financial responsibility from the contractor. Review contractor's list of personnel, list of equipment and financial statement. Formal contact of the contractor's references shall be made upon COUNTY'S request or if contractor has no past working relationship with CONSULTANT AND COUNTY.

6. Prepare final bid tabulation, recommendation/rejection of award to the COUNTY, and a sample award letter.
7. Upon award of contract, prepare conformed copies of contracts; coordinate contractor's execution of contract, review contractors bonds, insurance and DBE plan, review contractor's submission with COUNTY; Coordinate COUNTY'S execution of contract.
8. Coordinate Notice to Proceed (NTP) for construction.

END OF SCHEDULE A-2



# ARCHITECTURAL/ENGINEERING COST SUMMARY SCHEDULE "B-2" DESIGN PHASE

PROJECT NAME: Building 100 Improvements  
 PROJ DESCRIPTION Misc improvements to bldg. 100

DATE: 21-Feb-08  
 A/E: C & S ENGINEERS, INC.  
 PROJECT NO: 146.077.001  
 C&S CONTACT: RN

CLIENT: Oneida County  
 CLIENT MANAGER: Ralph Napolitano

**I. DIRECT SALARY COSTS:**

	TITLE	MAXIMUM RATE OF PAY (\$/HR)	AVERAGE RATE OF PAY (\$/HR)	@	HOURS	=	COST
A.	SERVICE GROUP MANAGER	\$62.40	\$60.70	X	120	=	\$7,284.00
B.	MANAGING ENGINEER	\$58.00	\$44.80	X	280	=	\$12,544.00
C.	SENIOR PROJECT ENGINEER	\$44.50	\$37.60	X	228	=	\$8,573.00
D.	PROJECT ENGINEER	\$39.40	\$32.80	X	376	=	\$12,333.00
E.	ENGINEER	\$29.30	\$26.90	X	564	=	\$15,172.00
F.	STAFF ENGINEER	\$26.80	\$25.20	X	600	=	\$15,120.00
G.	SENIOR DESIGNER	\$31.80	\$30.10	X	240	=	\$7,224.00
H.	DESIGNER	\$25.50	\$22.60	X	480	=	\$10,848.00
I.	CADD DESIGNER	\$23.80	\$20.50	X	0	=	\$0.00
J.	CADD OPERATOR	\$23.20	\$20.20	X	0	=	\$0.00
K.	TECHNICAL TYPIST	\$24.60	\$22.10	X	120	=	\$2,652.00
L.	GRANTS ADMINISTRATOR	\$28.00	\$26.70	X	0	=	\$0.00
M.	MANAGER AIRPORT PLANNING	\$63.90	\$50.40	X	0	=	\$0.00
N.	SENIOR PLANNER	\$34.80	\$32.40	X	8	=	\$259.00
O.	PLANNER	\$32.40	\$28.60	X	0	=	\$0.00
P.	STAFF PLANNER	\$22.10	\$20.80	X	0	=	\$0.00
Q.	PROJECT ARCHITECT	\$36.50	\$34.40	X	320	=	\$11,008.00
R.	STAFF ARCHITECT	\$25.70	\$24.50	X	300	=	\$7,350.00
S.	SENIOR PROJ GEOLOGIST (SOILS ENG)	\$44.00	\$42.80	X	0	=	\$0.00
T.	GEOLOGIST	\$30.60	\$23.20	X	0	=	\$0.00
U.	SENIOR PROJECT SCIENTIST	\$43.90	\$41.80	X	0	=	\$0.00
V.	ENVIRONMENTAL SCIENTIST	\$28.20	\$26.50	X	40	=	\$1,060.00
W.	ENVIRONMENTAL ANALYST	\$24.40	\$21.50	X	0	=	\$0.00
X.	SENIOR CONSTRUCTION SUPERVISOR	\$56.30	\$48.90	X	0	=	\$0.00
Y.	RESIDENT ENGINEER	\$39.40	\$35.90	X	0	=	\$0.00
Z.	CHIEF INSPECTOR	\$33.60	\$30.30	X	0	=	\$0.00
AA.	SENIOR INSPECTOR	\$32.40	\$29.10	X	0	=	\$0.00
BB.	INSPECTOR	\$31.80	\$27.80	X	0	=	\$0.00
CC.	JUNIOR INSPECTOR	\$19.70	\$18.50	X	0	=	\$0.00
DD.	CONST RECORDS SPECIALIST	\$24.50	\$23.70	X	0	=	\$0.00
EE.	PARTY CHIEF	\$44.10	\$42.00	X	0	=	\$0.00
FF.	INSTRUMENT MAN	\$41.10	\$39.10	X	0	=	\$0.00
GG.	RODMAN	\$41.10	\$39.10	X	0	=	\$0.00

TOTAL ESTIMATED DIRECT SALARY COST: \$111,427.00

II. OVERHEAD EXPENSES & PAYROLL BURDEN PER SCHEDULE "C" -  
 (AUDITABLE, ESTIMATED AND EXPRESSED AS A PERCENTAGE  
 OF DIRECT SALARY COST):

160.00% \$178,283.00

III. SUBTOTAL OF ITEMS I & II:

\$289,710.00

16.

IV. ESTIMATE OF DIRECT EXPENSES:

A.	TRAVEL, BY AUTO:	4	TRIPS @	90	MILES/TRIP @	\$0.505	=	\$181.80
B.	TRAVEL, BY AIR:	0	TRIPS @	0	PERSONS @	\$0.00	=	\$0.00
C.	PER DIEM:	0	DAYS @	0	PERSONS @	\$99.00	=	\$0.00
D.	HAZARDOUS MATERIAL SURVEY						=	<u>\$5,760.20</u>

TOTAL ESTIMATE OF DIRECT EXPENSES:

\$5,942.00

V. FIXED FEE (PROFIT, LUMP SUM):

A.	LABOR PLUS OVERHEAD:	15%	(OF III.)	\$43,457.00
B.	DIRECT EXPENSES:	15%	(OF IV.)	<u>\$891.00</u>
	TOTAL FIXED FEE:			<u><u>\$44,348.00</u></u>

VI. TOTALS:

A. ESTIMATE OF MAXIMUM TOTAL COST FOR DESIGN SERVICES, AGREEMENT TOTAL:

\$340,000.00

## SCHEDULE A-3

### SCOPE OF WORK

**PROJECT TITLE:** CORPORATE HANGAR  
**AIRPORT NAME:** GRIFFISS AIRFIELD  
**SERVICES PROVIDED:** DESIGN

#### **Project Description:**

The CONSULTANT shall provide required professional services to design a new heated Storage Hangar Building (the "Project"). The proposed Project will be performed and constructed by Oneida County.

Project generally involves construction of a 15,000 SF heated storage building for aircraft, including all related mechanical, architectural, electrical, fire protection and site / civil construction components. Also included is the coordination with the proposed FBO office complex for site access, drainage and site work, and utilities.

Specific items to include:

- Heated Aircraft Storage Bay
- Office Space
- Utility Room
- Storage Room
- Unisex Bathroom
- Mezzanine Storage Area
- Wet Pipe Sprinkler System
- Site Improvements
- Extension of Utilities
- Parking Lot
- Access Road Improvements
- Street Lighting and Signage

Professional services to be provided by the CONSULTANT shall include civil, electrical, structural, mechanical, plumbing services, and architectural as applicable, required to accomplish the following items ("Basic Services"):

#### **PRELIMINARY DESIGN PHASE**

The Preliminary Design Phase is intended to identify and evaluate alternatives to provide cost-effective and practical solutions for the work items identified. The CONSULTANT will evaluate alternatives through contacts with local authorities, review of the preapplication, field investigations, and a practical design approach. The Project's design will take advantage of local knowledge and experience and will utilize expertise from recent construction projects in an effort to design a cost-effective Project. The specific services to be provided or furnished for this Phase of the Project are the following:

18.

1. Schedule and conduct a pre-design meeting with the SPONSOR to review the scope of services and become familiar with the Project requirements and operational concerns during the Project's construction.
2. Acquire and review record documents (such as plans, specifications, reports, and studies) to become familiar with data that is available for the project.
3. Perform a preliminary Project site inspection to further familiarize the design team with Project areas.
4. Perform a preliminary environmental review, including the collection and review of available documents such as environmental studies, asbestos, and lead paint survey to identify potential impacts the Project may have on the environment.
5. Perform Code review in accordance with New York State current building code.
6. Preliminary design of hangar space.
7. Preliminary design of walls and roof.
8. Preliminary design of HVAC system.
9. Preliminary design of plumbing system.
10. Preliminary design of electrical and lighting system.
11. Preliminary design of telephone service and distribution.
12. Preliminary design of fire suppression system.
13. Schedule and conduct a meeting with the SPONSOR to review the schematic design.
14. Prepare preliminary opinion of probable construction costs for each major element of the Project.
15. Perform topographic survey.
16. Perform geotechnical survey.
17. Preliminary design of access road, parking, street lighting, and signage.

### **FINAL DESIGN PHASE**

The services included under this Phase shall generally consist of services required to furnish the SPONSOR with a complete set of Contract Documents for the Project, including Final Plans, Specifications, Engineer's Design Report, and opinion of probable construction costs. Services to be performed or furnished during this Phase may include revising the preliminary submittal information to comply with SPONSOR comments and then completion of the final design. Plans and Specifications, suitable for unit price bidding, will be completed; final design will be coordinated with the SPONSOR; and a complete set of bid documents will be furnished to the SPONSOR. A final opinion of probable construction cost and the final Design Report will also be prepared and submitted. A final Construction Phasing and Operations Plan will be included as part of the specifications.

The specific services to be provided or furnished for this Phase of the Project are the following:

1. Final design of site improvement
2. Final design of site utilities.
3. Final design of hangar space.
4. Final design of walls and roof.
5. Final design of HVAC system.
6. Final design of plumbing system.
7. Final design of electrical and lighting system.
8. Final design of telephone service and distribution.
9. Final design of utility trench corridor and coordination with utility companies.
10. Final design of access road, parking, street lighting, and signage.
11. Finalize General Specifications and prepare written Technical Specifications for all construction materials and installations. Finalize construction phasing and operations plan and include in Specifications.
12. Prepare final opinion of probable construction costs based upon the actual bid items and quantity takeoffs.
13. Finalize design report to be consistent with the final design.
14. Prepare stormwater pollution control plan and submit required documents to comply with stormwater permit requirements for construction projects.
15. Submit draft final documents to SPONSOR, and NYS Building Code Official for final review and comment. Schedule and conduct draft final review meeting with SPONSOR to discuss and resolve final comments.
13. Reproduce and submit sufficient copies of bid documents to SPONSOR for bidding purposes. Bid documents shall consist of the Contract Drawings and Specifications.

### **BID PHASE**

The Bid Phase is that time frame between completion of the design process and beginning of actual construction when the SPONSOR publicly advertises and receives bids, awards contracts to the lowest responsible bidder, and executes a construction contract to perform the work with the successful contractor(s). The CONSULTANT shall assist the SPONSOR during this Phase as required.

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The specific services to be provided or furnished for this Phase of the Project are the following:

1. Assist SPONSOR in the advertisement of the Project and issuance of bid documents.
2. Receive and respond as required to questions from potential bidders regarding the Contract Documents.
3. Schedule and conduct pre-bid conference(s) as requested by SPONSOR and advise SPONSOR on matters relating to design. Prepare meeting minutes of the pre-bid conference(s).
4. Prepare addenda to the bid documents after advertisement and prior to bidding as required upon the SPONSOR'S approval.
5. Attend bid opening. Upon receipt of bids, perform bid reviews. The bid review shall include items such as a check of the contractor's bid extensions, bid security, execution of bid, non-collusive bidding certificate, EEO certification, statement of surety's intent, addenda receipt, "Buy American" certificate, subcontractors and suppliers list, Disadvantaged Business Enterprise (DBE) certification, eligibility certification, corporate bidder's certification, non-discrimination statement and nonsegregated facilities certificate. Request evidence of competency and evidence of financial responsibility from the contractor. Review contractor's list of personnel, list of equipment, and financial statement
6. Prepare final bid tabulation, recommendation/rejection of award to the SPONSOR, and a sample award letter.
7. Upon award of contract, prepare conformed copies of contracts; coordinate contractor's execution of contract; review contractor's bonds; insurance certificates, and DBE plan; review contractor's submission with SPONSOR; coordinate SPONSOR'S execution of the contract; and assist in distributing copies of executed contracts to the contractor.
8. Coordinate Notice to Proceed (NTP) for construction.

**END OF SCHEDULE A-3**



ENGINEERS  
DESIGN BUILD  
TECHNICAL RESOURCES  
OPERATIONS

# ARCHITECTURAL/ENGINEERING COST SUMMARY SCHEDULE "B-3" DESIGN PHASE

PROJECT NAME: Corporate Hangar  
PROJ DESCRIPTION 15,000 SF Corporate Hangar

DATE: 21-Feb-08  
A/E: C & S ENGINEERS, INC.  
PROJECT NO: 146.077.003  
C&S CONTACT: RN

CLIENT: Oneida County  
CLIENT MANAGER: Ralph Napolitano

**I. DIRECT SALARY COSTS:**

	TITLE	MAXIMUM RATE OF PAY (\$/HR)	AVERAGE RATE OF PAY (\$/HR)	@	HOURS	=	COST
A.	SERVICE GROUP MANAGER	\$62.40	\$60.70	X	80	=	\$4,856.00
B.	MANAGING ENGINEER	\$58.00	\$44.80	X	120	=	\$5,376.00
C.	SENIOR PROJECT ENGINEER	\$44.50	\$37.60	X	272	=	\$10,227.00
D.	PROJECT ENGINEER	\$39.40	\$32.80	X	344	=	\$11,283.00
E.	ENGINEER	\$29.30	\$26.90	X	304	=	\$8,178.00
F.	STAFF ENGINEER	\$26.80	\$25.20	X	320	=	\$8,064.00
G.	SENIOR DESIGNER	\$31.80	\$30.10	X	360	=	\$10,836.00
H.	DESIGNER	\$25.50	\$22.60	X	248	=	\$5,605.00
I.	CADD DESIGNER	\$23.80	\$20.50	X	0	=	\$0.00
J.	CADD OPERATOR	\$23.20	\$20.20	X	0	=	\$0.00
K.	TECHNICAL TYPIST	\$24.60	\$22.10	X	120	=	\$2,652.00
L.	GRANTS ADMINISTRATOR	\$28.00	\$26.70	X	0	=	\$0.00
M.	MANAGER AIRPORT PLANNING	\$63.90	\$50.40	X	0	=	\$0.00
N.	SENIOR PLANNER	\$34.80	\$32.40	X	0	=	\$0.00
O.	PLANNER	\$32.40	\$28.60	X	0	=	\$0.00
P.	STAFF PLANNER	\$22.10	\$20.80	X	0	=	\$0.00
Q.	PROJECT ARCHITECT	\$36.50	\$34.40	X	228	=	\$7,843.00
R.	STAFF ARCHITECT	\$25.70	\$24.50	X	348	=	\$8,526.00
S.	SENIOR PROJ GEOLOGIST (SOILS ENG)	\$44.00	\$42.80	X	0	=	\$0.00
T.	GEOLOGIST	\$30.60	\$23.20	X	0	=	\$0.00
U.	SENIOR PROJECT SCIENTIST	\$43.90	\$41.80	X	0	=	\$0.00
V.	ENVIRONMENTAL SCIENTIST	\$28.20	\$26.50	X	0	=	\$0.00
W.	ENVIRONMENTAL ANALYST	\$24.40	\$21.50	X	0	=	\$0.00
X.	SENIOR CONSTRUCTION SUPERVISOR	\$56.30	\$48.90	X	0	=	\$0.00
Y.	RESIDENT ENGINEER	\$39.40	\$35.90	X	0	=	\$0.00
Z.	CHIEF INSPECTOR	\$33.60	\$30.30	X	0	=	\$0.00
AA.	SENIOR INSPECTOR	\$32.40	\$29.10	X	0	=	\$0.00
BB.	INSPECTOR	\$31.80	\$27.80	X	0	=	\$0.00
CC.	JUNIOR INSPECTOR	\$19.70	\$18.50	X	0	=	\$0.00
DD.	CONST RECORDS SPECIALIST	\$24.50	\$23.70	X	0	=	\$0.00
EE.	PARTY CHIEF	\$44.10	\$42.00	X	0	=	\$0.00
FF.	INSTRUMENT MAN	\$41.10	\$39.10	X	0	=	\$0.00
GG.	RODMAN	\$41.10	\$39.10	X	0	=	\$0.00

TOTAL ESTIMATED DIRECT SALARY COST: \$83,446.00

II. OVERHEAD EXPENSES & PAYROLL BURDEN PER SCHEDULE "C" -  
(AUDITABLE, ESTIMATED AND EXPRESSED AS A PERCENTAGE  
OF DIRECT SALARY COST):

160.00% \$133,514.00

III. SUBTOTAL OF ITEMS I & II:

*22.* \$216,960.00

IV. ESTIMATE OF DIRECT EXPENSES:

A.	TRAVEL, BY AUTO:							
		4	TRIPS @	90	MILES/TRIP @	\$0.505	=	\$181.80
B.	TRAVEL, BY AIR:							
		0	TRIPS @	0	PERSONS @	\$0.00	=	\$0.00
C.	PER DIEM:							
		0	DAYS @	0	PERSONS @	\$99.00	=	\$0.00
D.	MISCELLANEOUS:						=	<u>\$249.20</u>

TOTAL ESTIMATE OF DIRECT EXPENSES: \$431.00

V. FIXED FEE (PROFIT, LUMP SUM):

A.	LABOR PLUS OVERHEAD:		15%	(OF III.)	\$32,544.00
B.	DIRECT EXPENSES:		15%	(OF IV.)	<u>\$65.00</u>
	TOTAL FIXED FEE:				<u><u>\$32,609.00</u></u>

VI. TOTALS:

A. ESTIMATE OF MAXIMUM TOTAL COST FOR DESIGN SERVICES, AGREEMENT TOTAL: **\$250,000.00**

## SCHEDULE A-4

### SCOPE OF WORK DESIGN

**PROJECT TITLE:** T-HANGAR DEVELOPMENT  
**AIRPORT NAME:** GRIFFISS AIRFIELD  
**SERVICES PROVIDED:** DESIGN

#### PROJECT DESCRIPTION:

The CONSULTANT shall provide required professional services to design the T-Hangar Development Project.

The Project involves construction of pre-engineered metal nested T-hangars, including wiring, insulation, heating and lighting, access aprons, grading, drainage foundations, and fencing modifications. Also included is the design of a lavatory facility within the T-Hangar.

Professional services to be provided by the CONSULTANT shall include civil, mechanical, electrical, structural, architectural, and geotechnical engineering services required to accomplish the following items:

#### ADMINISTRATION PHASE

The design schedule is anticipated to be as follows:	<u>Time from Receipt of NTP</u>	<u>Anticipated Completion Date</u>
Contract Execution		February 7, 2008
Notice to Proceed (NTP)		February 11, 2008
Preliminary Design	49 Days	April 1, 2008
Final Design	79 Days	May 2, 2008

#### PRELIMINARY DESIGN

The work included under this phase shall generally consist of all work required to furnish the COUNTY with a set of Preliminary Plans and Specifications.

The specific items of work shall include:

1. Obtain and analyze data obtained from subsurface soils and existing pavement investigation program and determine properties of existing pavement and soil materials.
2. Obtain topographic survey of area where T-hangars are to be placed.
3. Investigate existing electrical system capacities and perform preliminary design of electrical power distribution and control systems.
4. Develop preliminary design of building foundation. Foundation designs shall be based on typical pre-engineered hangar building design requirements.

6. Develop preliminary site grading, paving and drainage plans.
7. Develop preliminary layouts for interior and exterior lighting, electrical outlets, panels, and controls.
8. Develop preliminary building sections and elevations.
9. Develop preliminary parking and fencing plan.
10. Develop preliminary plan for heating and plumbing necessary for heated bays and a lavatory facility.
11. Prepare preliminary contract drawings (approx. 50% complete) providing sufficient detail for review of design concepts.
12. Prepare general specifications and preliminarily develop technical specifications expected to be required for the proposed work.
13. Develop a draft construction phasing and operations plan that limits interference of the construction with airport and tenant operations.
14. Update and revise as necessary probable construction cost to reflect the preliminary project design.
15. Submit preliminary design documents to the COUNTY for review and comment.

#### **FINAL DESIGN PHASE**

The work included under this Phase shall generally consist of all work required to furnish the COUNTY with a complete set of contract documents including Final Plans, Specifications, and probable construction costs. Specifically, this work will include revising the Preliminary submittal information to comply with COUNTY comments and then completion of the final design. Plans and Specifications, suitable for unit price bidding, will be completed; final design will be coordinated with the COUNTY and a 100% complete set of bid documents will be furnished to the COUNTY. A final probable construction cost will also be prepared and submitted. A final Construction Phasing and Operations Plan will be included as part of the specifications. Specific items of work include:

1. Finalize drainage designs and pavement keying details.
2. Finalize foundation design and detail Portland cement concrete floor slab including reinforcing bar and other related details.
3. Finalize building layout, floor plans, elevations, and sections.
4. Finalize electrical power distribution and system designs and detail installations.
5. Prepare final contract drawings.
6. Finalize general specifications and prepare written technical specifications for all construction materials and installations.
7. Finalize construction phasing and operations plan and include in specifications.

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8. Finalize lavatory facilities including connection to existing sanitary sewer system.
9. Prepare final probable construction costs.
10. Finalize Heating plans and details for heated bays.
11. Finalize grading and drainage plan.
12. Finalize parking plan.
13. Finalize fencing plan.
14. Coordinate with County Code Enforcement Officer to facilitate issuance of a Building Permit for proposed facilities.
15. Submit draft final documents to COUNTY for final review and comment. Schedule and conduct draft final review meeting with COUNTY to discuss and resolve final comments.
16. Reproduce and submit sufficient copies of bid documents to COUNTY for bidding purposes. Bid documents shall consist of the contract drawings and specifications. Cross-sections and soils investigation data shall also be provided to bidders for informational purposes

#### **BID PHASE**

The bid phase is that time frame between completion of the design process and beginning of actual construction when the COUNTY publicly advertises and receives bids, awards contracts to the lowest responsible bidder and executes a construction contract to perform the work with the successful contractors.

The CONSULTANT shall assist the COUNTY during this phase as required. Specifically, the work shall consist of:

1. Assist COUNTY in the advertisement of the project and issuance of bid documents.
2. Receive and respond as required to questions from potential bidders regarding the contract documents.
3. Schedule and conduct pre-bid conference if requested by COUNTY and advise COUNTY on matters relating to design. Prepare meeting minutes of the pre-bid conference(s).
4. Prepare addenda to the bid documents after advertisement and prior to bidding as required upon the COUNTY'S approval.
5. Attend bid opening. Upon receipt of bids, perform bid reviews. The bid review shall include items such as a check of the contractor's bid extensions, bid security, execution of bid, non-collusive bidding certificate, EEO certification, statement of surety's intent, addenda receipt, buy American certificate, subcontractors and supplier's list, Disadvantaged Business Enterprise (DBE) certification, eligibility certification, corporate bidder's certification, non-discrimination statement and non-segregated facilities certificate. Request evidence of financial responsibility from the apparent low bidder. Review contractor's list of personnel, list of equipment and financial statement.
6. Prepare a Final Bid Tabulation, recommendation/rejection of award to the COUNTY, and a sample

26.

award letter.

7. Upon award of contract, prepare conformed copies of contracts; coordinate contractor's execution of contract, review contractors bonds and insurance, review contractor's submission with COUNTY, coordinate COUNTY'S execution of contract.
8. Coordinate Notice to Proceed (NTP) for construction. Prepare a sample NTP letter for COUNTY to send to contractor.

END OF SCHEDULE A-4



ENGINEERS  
DESIGN BUILD  
TECHNICAL RESOURCES  
OPERATIONS

# ARCHITECTURAL/ENGINEERING COST SUMMARY SCHEDULE "B-4" DESIGN PHASE

PROJECT NAME: T Hangar Development  
PROJ DESCRIPTION Design services T Hangars

DATE: 21-Feb-08  
A/E: C & S ENGINEERS, INC.  
PROJECT NO: 146.078  
C&S CONTACT: JDP

CLIENT: Oneida County  
CLIENT MANAGER: Ralph Napolitano

I. DIRECT SALARY COSTS:		MAXIMUM RATE OF PAY (\$/HR)	AVERAGE RATE OF PAY (\$/HR)	@	HOURS	COST
A.	SERVICE GROUP MANAGER	\$56.60	\$55.00	X	16	\$880.00
B.	MANAGING ENGINEER	\$52.60	\$40.70	X	72	\$2,930.00
C.	SENIOR PROJECT ENGINEER	\$40.40	\$35.10	X	0	\$0.00
D.	PROJECT ENGINEER	\$34.40	\$29.70	X	408	\$12,118.00
E.	ENGINEER	\$28.70	\$24.40	X	88	\$2,147.00
F.	STAFF ENGINEER	\$24.30	\$22.90	X	0	\$0.00
G.	SENIOR DESIGNER	\$25.70	\$24.60	X	296	\$7,282.00
H.	DESIGNER	\$21.00	\$19.40	X	0	\$0.00
I.	CADD DESIGNER	\$21.50	\$18.40	X	0	\$0.00
J.	CADD OPERATOR	\$15.40	\$13.80	X	0	\$0.00
K.	TECHNICAL TYPIST	\$22.30	\$19.80	X	0	\$0.00
L.	GRANTS ADMINISTRATOR	\$25.40	\$24.20	X	40	\$968.00
M.	MANAGER AIRPORT PLANNING	\$39.40	\$37.50	X	0	\$0.00
N.	SENIOR PLANNER	\$33.70	\$32.10	X	0	\$0.00
O.	PLANNER	\$29.40	\$25.90	X	0	\$0.00
P.	STAFF PLANNER	\$18.50	\$17.60	X	0	\$0.00
Q.	PROJECT ARCHITECT	\$33.10	\$31.20	X	40	\$1,248.00
R.	STAFF ARCHITECT	\$23.30	\$22.20	X	0	\$0.00
S.	SENIOR PROJ GEOLOGIST (SOILS ENG)	\$39.40	\$37.50	X	0	\$0.00
T.	GEOLOGIST	\$27.70	\$26.40	X	0	\$0.00
U.	SENIOR PROJECT SCIENTIST	\$39.80	\$37.90	X	0	\$0.00
V.	ENVIRONMENTAL SCIENTIST	\$25.60	\$24.00	X	0	\$0.00
W.	ENVIRONMENTAL ANALYST	\$27.60	\$21.80	X	0	\$0.00
X.	SENIOR CONSTRUCTION SUPERVISOR	\$51.00	\$44.40	X	0	\$0.00
Y.	RESIDENT ENGINEER	\$35.70	\$33.60	X	0	\$0.00
Z.	CHIEF INSPECTOR	\$27.00	\$25.10	X	0	\$0.00
AA.	SENIOR INSPECTOR	\$27.70	\$23.00	X	0	\$0.00
BB.	INSPECTOR	\$23.70	\$21.50	X	0	\$0.00
CC.	JUNIOR INSPECTOR	\$15.00	\$14.30	X	0	\$0.00
DD.	CONST RECORDS SPECIALIST	\$22.20	\$19.70	X	0	\$0.00
EE.	PARTY CHIEF	\$40.00	\$38.10	X	80	\$3,048.00
FF.	INSTRUMENT MAN	\$37.20	\$35.40	X	0	\$0.00
GG.	RODMAN	\$37.20	\$35.40	X	40	\$1,416.00
TOTAL ESTIMATED DIRECT SALARY COST:						\$32,037.00

II. OVERHEAD EXPENSES & PAYROLL BURDEN PER SCHEDULE "C" -  
(AUDITABLE, ESTIMATED AND EXPRESSED AS A PERCENTAGE  
OF DIRECT SALARY COST):

155.00%

\$49,657.00

III. SUBTOTAL OF ITEMS I & II:

\$81,694.00

28.

IV. ESTIMATE OF DIRECT EXPENSES:

A.	TRAVEL, BY AUTO:	2	TRIPS @	120	MILES/TRIP @	\$0.375	=	\$90.00
B.	TRAVEL, BY AIR:	0	TRIPS @	0	PERSONS @	\$0.00	=	\$0.00
C.	PER DIEM:	0	DAYS @	0	PERSONS @	\$85.00	=	\$0.00
D.	MISCELLANEOUS:						=	<u>\$42.00</u>

TOTAL ESTIMATE OF DIRECT EXPENSES: \$132.00

V. FIXED FEE (PROFIT, LUMP SUM):

A.	LABOR PLUS OVERHEAD:	15%	(OF III.)	\$12,254.00
B.	DIRECT EXPENSES:	15%	(OF IV.)	<u>\$20.00</u>

TOTAL FIXED FEE: \$12,274.00

VI. SUBCONTRACTS:

A. ESTIMATE OF TOPOGRAPHICAL SURVEYS: \$0.00

B. ESTIMATE OF SUBSURFACE INVESTIGATION & TESTS:

1	MOBILIZATION/DEMOBILIZATION:		LUMP SUM	=	\$1,000.00
2	PAVEMENT CORES:	4	EACH @	\$50.00	= \$200.00
3	CONTINUOUS SAMPLING:	250	L.F. @	\$18.00	= \$4,500.00
4	OBSERVATION WELL:	0	L.F. @	\$15.00	= \$0.00
5	TEST PITS:	0	EACH @	\$250.00	= \$0.00
6	FIELD CBR:	0	EACH @	\$250.00	= \$0.00
7	FIELD DENSITY TESTS:	0	EACH @	\$35.00	= \$0.00
8	MECHANICAL ANALYSIS:	0	EACH @	\$35.00	= \$0.00
9	LABORATORY PROCTORS:	0	EACH @	\$100.00	= \$0.00
10	LABORATORY CBR, 1 PT.:	0	EACH @	\$150.00	= \$0.00
11	LABORATORY CBR, 3 PT.:	0	EACH @	\$350.00	= \$0.00
12	ATTERBERG LIMITS:	0	EACH @	\$55.00	= \$0.00
13	NATURAL MOISTURE CONTENT:	0	EACH @	\$6.00	= \$0.00
14	HYDROMETER ANALYSIS:	0	EACH @	\$60.00	= \$0.00

TOTAL ESTIMATED SUBSURFACE INVESTIGATION & TESTS: \$5,700.00

VII. TOTALS:

A. ESTIMATE OF MAXIMUM TOTAL COST FOR DESIGN SERVICES, AGREEMENT TOTAL & FAA ELIGIBLE: \$99,800.00

29.

## SCHEDULE A-5

### SCOPE OF WORK

**PROJECT NAME:** SELF SERVICE FUEL FACILITY & SPCC & SLUG CONTROL PLANS  
**AIRPORT NAME:** GRIFFISS AIRFIELD  
**SERVICES PROVIDED:** DESIGN

#### Project Understanding:

It is our understanding that Oneida County wants to construct a self-service aviation gasoline facility in the area of Apron B. We understand that the county is interested in a pre-fabricated tank and pumping system, similar to existing systems at the airfield. We also understand that the county budget for this project is approximately \$250,000.

#### Scope of Services:

1. Design a self-service aviation gasoline facility consistent with applicable codes. The facility will include a secondarily contained storage tank, pump and filter system, and self-service fueling equipment. Work will include the following:
  - a. Site visit and kick-off meeting to meet with key project personnel and gather existing information.
  - b. Design development; includes draft plans and specifications progressed to approximately 60% completion.
  - c. Design development review meeting.
  - d. 100% documents. Includes progressing plans and specifications to 100% absent the county's final comments.
  - e. Contract documents; includes final plans and specifications suitable for public bid.
  - f. Bidding assistance; includes attendance at pre-bid conference; respond to requests for information; issuance of addenda as required; review bids; and issuing a recommendation of award.
  - g. Limited construction administration and observation services; includes attending a pre-construction conference; reviewing submittals; interpreting the contract documents; issuing change orders as required; and review of contractor's punch list (includes a maximum of three site visits).
2. Prepare a SPCC Plan consistent with 40 CFR Part 112 (effective May 16, 2007) for tanks owned by Oneida County at Griffiss Airfield.
3. Prepare a Slug Control Plan for submission to the City of Rome, New York.

***Assumptions:***

- a. Contract documents will include the front end documents (e.g., advertisement, instructions to bidders, bid pages, general conditions, etc.), technical specifications, and drawings (i.e., plans).
- b. Construction work will include general and electrical trades.
- c. Construction will be prevailing wage rate work.
- d. Relative to 40 CFR Part 112, work will not include preparation of a request to the USEPA Regional Administrator for an extension of time to prepare and fully implement a Plan; preparation of an Oil Spill Contingency Plan consistent with 40 CFR Part 109; or preparation of a Facility Response Plan.
- e. The facility has up to 15 bulk storage containers (i.e., containers used to store oil) and up to 5 containers defined as "oil-filled operational equipment" (i.e., oil is present to support the function of the equipment. E.g., hydraulic systems, lubricating systems, electrical transformers, etc.).



# ARCHITECTURAL/ENGINEERING COST SUMMARY SCHEDULE "B-5" DESIGN PHASE

PROJECT NAME: Self Service Fueling Facility  
 PROJ DESCRIPTION self service fuel facility - and SPCC ans Slug Control Plans  
 CLIENT: Oneida County  
 CLIENT MANAGER: Ralph Napolitano

DATE: 21-Feb-08  
 A/E: C & S ENGINEERS, INC.  
 PROJECT NO: 146.079  
 C&S CONTACT: SHS

**I. DIRECT SALARY COSTS:**

TITLE	MAXIMUM RATE OF PAY (\$/HR)	AVERAGE RATE OF PAY (\$/HR)	@	HOURS	COST
A. SERVICE GROUP MANAGER	\$62.40	\$60.70	X	12	\$728.00
B. MANAGING ENGINEER	\$58.00	\$44.80	X	24	\$1,075.00
C. SENIOR PROJECT ENGINEER	\$44.50	\$37.60	X	0	\$0.00
D. PROJECT ENGINEER	\$39.40	\$32.80	X	160	\$5,248.00
E. ENGINEER	\$29.30	\$26.90	X	200	\$5,380.00
F. STAFF ENGINEER	\$26.80	\$25.20	X	0	\$0.00
G. SENIOR DESIGNER	\$31.80	\$30.10	X	0	\$0.00
H. DESIGNER	\$25.50	\$22.60	X	100	\$2,260.00
I. CADD DESIGNER	\$23.80	\$20.50	X	0	\$0.00
J. CADD OPERATOR	\$23.20	\$20.20	X	0	\$0.00
K. TECHNICAL TYPIST	\$24.60	\$22.10	X	50	\$1,105.00
L. GRANTS ADMINISTRATOR	\$28.00	\$26.70	X	0	\$0.00
M. MANAGER AIRPORT PLANNING	\$63.90	\$50.40	X	0	\$0.00
N. SENIOR PLANNER	\$34.80	\$32.40	X	0	\$0.00
O. PLANNER	\$32.40	\$28.60	X	0	\$0.00
P. STAFF PLANNER	\$22.10	\$20.80	X	0	\$0.00
Q. PROJECT ARCHITECT	\$36.50	\$34.40	X	0	\$0.00
R. STAFF ARCHITECT	\$25.70	\$24.50	X	0	\$0.00
S. SENIOR PROJ GEOLOGIST (SOILS ENG)	\$44.00	\$42.80	X	0	\$0.00
T. GEOLOGIST	\$30.60	\$23.20	X	0	\$0.00
U. SENIOR PROJECT SCIENTIST	\$43.90	\$41.80	X	0	\$0.00
V. ENVIRONMENTAL SCIENTIST	\$28.20	\$26.50	X	0	\$0.00
W. ENVIRONMENTAL ANALYST	\$24.40	\$21.50	X	80	\$1,720.00
X. SENIOR CONSTRUCTION SUPERVISOR	\$56.30	\$48.90	X	0	\$0.00
Y. RESIDENT ENGINEER	\$39.40	\$35.90	X	0	\$0.00
Z. CHIEF INSPECTOR	\$33.60	\$30.30	X	0	\$0.00
AA. SENIOR INSPECTOR	\$32.40	\$29.10	X	0	\$0.00
BB. INSPECTOR	\$31.80	\$27.80	X	0	\$0.00
CC. JUNIOR INSPECTOR	\$19.70	\$18.50	X	0	\$0.00
DD. CONST RECORDS SPECIALIST	\$24.50	\$23.70	X	0	\$0.00
EE. PARTY CHIEF	\$44.10	\$42.00	X	0	\$0.00
FF. INSTRUMENT MAN	\$41.10	\$39.10	X	0	\$0.00
GG. RODMAN	\$41.10	\$39.10	X	0	\$0.00

TOTAL ESTIMATED DIRECT SALARY COST: \$17,516.00

**II. OVERHEAD EXPENSES & PAYROLL BURDEN PER SCHEDULE "C" -**  
 (AUDITABLE, ESTIMATED AND EXPRESSED AS A PERCENTAGE  
 OF DIRECT SALARY COST):

160.00% \$28,026.00

**III. SUBTOTAL OF ITEMS I & II:**

\$45,542.00

32,

IV. ESTIMATE OF DIRECT EXPENSES:

A.	TRAVEL, BY AUTO:	2 TRIPS @	90 MILES/TRIP @	\$0.505 =	\$90.90
B.	TRAVEL, BY AIR:	0 TRIPS @	0 PERSONS @	\$0.00 =	\$0.00
C.	PER DIEM:	0 DAYS @	0 PERSONS @	\$99.00 =	\$0.00
D.	MISCELLANEOUS:			=	<u>\$19.10</u>

TOTAL ESTIMATE OF DIRECT EXPENSES: \$110.00

V. FIXED FEE (PROFIT, LUMP SUM):

A.	LABOR PLUS OVERHEAD:	15%	(OF III.)	\$6,831.00
B.	DIRECT EXPENSES:	15%	(OF IV.)	<u>\$17.00</u>

TOTAL FIXED FEE: \$6,848.00

VI. TOTALS:

A. ESTIMATE OF MAXIMUM TOTAL COST FOR DESIGN SERVICES, AGREEMENT TOTAL: **\$52,500.00**

33.

Anthony J. Picente, Jr.  
County Executive



David Tomidy  
Director



# Oneida County Probation Department

321 Main Street, 2<sup>nd</sup> Floor, Utica, New York 13501

Thomas J. Marcoline  
Deputy Director

Utica ~ Phone: (315) 798-5914 Fax: (315) 798-6467  
Rome ~ Juvenile: (315) 337-0080 Adult: (315) 337-0073  
E-mail: [probation@ocgov.net](mailto:probation@ocgov.net) · Web Site: [www.ocgov.net](http://www.ocgov.net)

Supervisors  
Paula Mrzlikar  
David J. Radell  
Patrick Trophia

March 17, 2008

7A12008-222

The Honorable Anthony J. Picente, Jr.  
Oneida County Executive  
Oneida County Office Building  
800 Park Avenue – 10<sup>th</sup> Floor  
Utica, New York 13501

## PUBLIC SAFETY WAYS & MEANS

Re: ATI Performance Based Service Plan  
Application 2008

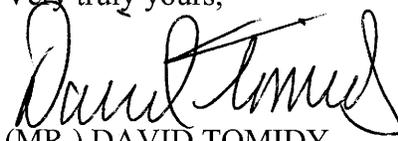
Dear Mr. Picente:

Attached are four copies of our 2008 ATI Performance Based Service Plan Application which has been approved by the ATI Advisory Board on March 14, 2008.

We have attached a copy of Resolution No. 101 (for 2007) and a Contract Summary as a new resolution is required. This is the third year of a five year contract which reimburses us \$61,000 for Domicile Restriction expenses.

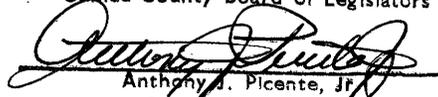
Your support of this and all of our programs is most appreciated.

Very truly yours,

  
(MR.) DAVID TOMIDY  
PROBATION DIRECTOR

DT:kas  
Attachments (4)

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

  
Anthony J. Picente, Jr.  
County Executive

Date: 3/28/08

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2008 MAR 31 PM 3:59

**INTRODUCTORY  
NO. 101**

**F.N. 2006-107**

**ONEIDA COUNTY BOARD OF LEGISLATORS**

**RESOLUTION NO. 101**

**INTRODUCED BY: Messrs. Miller, Porter  
2ND BY: Mr. Welsh**

**RE: APPROVAL OF THE ANNUAL ALTERNATIVE TO INCARCERATION PLAN FOR  
2006**

**WHEREAS,** On January 20, 2006, the Alternative to Incarceration Advisory Board approved the Oneida County Probation Department's Domicile Restriction Program Alternative to Incarceration Service Plan Update for FY 2006, and

**WHEREAS,** Pursuant to Article 13A of the Classification/Alternatives Law, the Chairman of said Advisory Committee has forwarded correspondence to County Executive Joseph A. Griffo requesting approval of the Alternative to Incarceration Service Plan by the Oneida County Board of Legislators and the designation of Oneida County's eligible State Aid funding (up to \$61,000) for continued support of the Probation Department's Domicile restriction Plan, now, therefore, be it hereby

**RESOLVED,** That the Oneida County Board of Legislators hereby authorizes and approves acceptance of the Oneida County Probation Department' Domicile Restriction Program Alternative to Incarceration Service Plan Update for FY 2006 and further authorizes designation of the County's eligible State Aid funding (up to \$61,000) for continued support of the Domicile Restriction Program.

**APPROVED:** Public Safety Committee (March 8, 2006)  
Ways & Means Committee (March 15, 2006)

**DATED:** March 29, 2006

Adopted by the following v.v. vote:

**AYES 26 NAYS 0 ABSENT 3 (Messrs. Damsky, Hendricks, Porter)**

35.

Anthony Picente, Jr.  
County Executive



David Tomidy  
Acting Director

## Oneida County Probation Department

321 Main Street, 2<sup>nd</sup> 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](mailto:probation@ocgov.net) • Web Site: [www.ocgov.net](http://www.ocgov.net)

Thomas J. Marcoline  
Deputy Director

Supervisors  
David J. Radell  
Patrick Trophia  
Paula Mrzlikar

### (CONTRACT SUMMARY SHEET)

(2/19/08)

#### STATE AID REIMBURSEMENT CONTRACT

(For)

#### DOMICILE RESTRICTION

Contract #: C320600 – 3<sup>rd</sup> Year

Contract Dates: 1/1/08 – 12/31/08

**Name of Organization:** Oneida County Probation Department

**Title of Activity or Service:** Electronic monitoring of adult offenders

**Proposed Dates of Operation:** 1/1/06 to 12/31/10 (Cost Center 3141)

**Client Population/Number to be served:**

- In FY2006 (147) adult individuals convicted of misdemeanors, felonies and violation of probation were supervised with electronic monitoring. The minimal "target" set by NYS DPCA was one hundred for that time frame. During the year (121) successfully completed programming and only (30) were returned to court and incarcerated and (31) cases were carried into FY2007. Total days served on Domicile Restriction in 2006 was 12,364 x (\$85 p/day jail cost) = \$1,050,940.00 in county savings not including revenue gained from boarding in inmates from other jurisdictions in these individual spots.

3/6.

- In FY2007 numbers closely resemble those of FY2006. One hundred and forty two individuals were sentenced to Domicile Restriction for a total savings of 12,130 jail days or \$1,031,050.00. Sixty two were employed full time, (13) part time and (10) were students.

**Contract terms:**

FY2008 is the third year of a (5) year fixed contract of \$305,000 to be paid to Oneida County by N.Y.S. DPCA in yearly increments of \$61,000 beginning in FY 2006. Contract based on Probation yearly receiving \$167.50 per new clients served and \$1,869.14 for each client that satisfactorily completes the program up to a total of \$61,000.00. Due to the programs success over the years in keeping non-violent offenders working in the community and not as reliant on Public Assistance the Oneida County Department of Social Services provides an additional \$35,000 p/year in revenue to the program to assist in costs not covered by NYS DPCA funding.

**Additional information:**

Domicile Restriction is the backbone of the Oneida County Probation's (ATI) – Alternative to Incarceration Program. There are (40) EM units for adult offenders as included in attached contract. Based on the ATI program success (15) additional units are administered from the 3141 Cost Center to use as alternatives to detention of juveniles before Family Court. OCDSS also funds an additional (10) electronic monitoring units in cost center 3140 solely to reduce PINS detentions and placements. Recently, the county has entered into an agreement to lease (5) GPS tracking units for sex offenders through the Domicile Restriction Cost Center 3141.

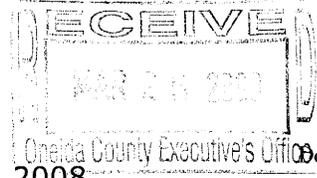
**Recommendation:**

Therefore, I, David a. Tomidy - Acting Director of Probation hereby recommend that the Oneida County Executive and Oneida County Board of Legislators approve the attached contract for state reimbursement for Domicile Restriction

David A. Tomidy  
Acting Probation Director

ONEIDA COUNTY  
OFFICE OF THE DISTRICT ATTORNEY

Scott D. McNamara  
District Attorney



March 17, 2008

Michael A. Coluzza  
First Assistant

Kurt D. Hameline  
Timothy P. Fitzgerald  
Dawn Catera Lupi  
Laurie Lisi  
Paul J. Hernon  
Matthew P. Worth  
Joseph A. Saba  
Grant J. Garramone

Steven G. Cox  
Stacey L. Paolozzi  
Bernard L. Hyman Jr.  
Carla V. DiMarco  
Douglas M. DeMarche' Jr.  
Todd C. Carville  
Robert L. Bauer  
Michael R. Nolan  
Kurt D. Schultz  
Kara E. Wilson

7N 2008-223

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

**PUBLIC SAFETY**

**WAYS & MEANS**

Dear Mr. Picente:

By this letter, I am requesting your approval as well as that of the Board of Legislators for the following supplemental appropriation from the forfeiture cost center to purchase five desktop computers and software for my office:

TO:

A1162.212	Computer Hardware	\$3,500.
A1162.492	Computer Software	\$1,600.

This supplemental appropriation will be fully supported by forfeiture funds that are already on deposit.

A1207 Law Enforcement, Approp. F.B. Year Forfeitures \$5,100.

At your earliest convenience, please submit this request to the Board of Legislators for their approval.

If you have any questions or concerns, please contact me.

Thank you for your time and assistance in this matter.

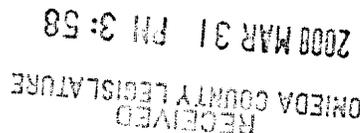
Very truly yours,

*Scott D. McNamara*  
Scott D. McNamara  
Oneida County District Attorney

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

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

Date 3/28/08  
se



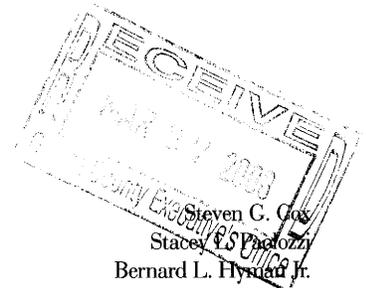
38.

ONEIDA COUNTY  
OFFICE OF THE DISTRICT ATTORNEY

Scott D. McNamara  
District Attorney

Michael A. Coluzza  
First Assistant

Kurt D. Hameline  
Timothy P. Fitzgerald  
Dawn Catera Lupi  
Laurie Lisi  
Paul J. Hernon  
Matthew P. Worth  
Joseph A. Saba  
Grant J. Garramone



Steven G. Cox  
Stacey S. Pistoletti  
Bernard L. Hyslop Jr.  
Carla V. DiMarco  
Douglas M. DeMarche' Jr.  
Todd C. Carville  
Robert L. Bauer  
Michael R. Nolan  
Kurt D. Schultz  
Kara E. Wilson

March 24, 2008

7N2008-224

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

**PUBLIC SAFETY**

**WAYS & MEANS**

Dear Mr. Picente:

By this letter, I am requesting your approval, as well as that of the Board of Legislators, for the following supplemental appropriation from the forfeiture cost center to cover the cost of purchasing a Mobile Digital Video System for the Village of New York Mills Police Department:

<u>TO:</u>		
A1162.295	Other Equipment	\$6,000.
<u>FROM:</u>		
A1207	Law Enforcement, Approp. F.B. Year Forfeiture	\$6,000.

This supplemental appropriation will be fully supported by forfeiture funds that are already on deposit.

At your earliest convenience, please submit this request to the Board of Legislators for their approval.

If you have any questions or concerns, please contact me.

Thank you for your time and assistance in this matter.

Very truly yours,

Scott D. McNamara  
Oneida County District Attorney

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

Anthony J. Picente, Jr.  
County Executive

se

Date

3/28/08

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2008 MAR 31 PM 3:58

39.



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

7/12008-225

March 26, 2008

**PUBLIC HEALTH**

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

**WAYS & MEANS**

RE: Appointment of the Public Health Director

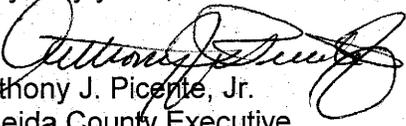
Honorable Members:

Pursuant to Article XI, Section 1102 of the Oneida County Charter, I respectfully request the Board of Legislators' confirmation of my appointment of Nicholas A. DeRosa to the position of Director of Public Health at a level of Grade 47H, Step 8 (\$83,419).

Nick DeRosa has a long history with the Health Department and has distinguished himself in several roles in that department. He has ably headed the department since 2006 and has the experience and insight to administer the County's public health needs and protect the health interests of its citizens.

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

Very truly yours,

  
Anthony J. Picente, Jr.  
Oneida County Executive

Cc: Nicholas A. DeRosa

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ONEIDA COUNTY LEGISLATURE  
2008 MAR 31 PM 3:58

40



ECONOMIC DEVELOPMENT GROWTH ENTERPRISES CORPORATION  
153 Brooks Road • Rome, New York 13441-4105  
315-338-0393 • 800-765-4990 • FAX 315-338-5694  
E-Mail: info@mvedge.org • www.mvedge.org

March 10, 2008  
Honorable Anthony Picente  
Oneida County Executive  
Oneida County Office Building  
800 Park Avenue  
Utica, NY 13501

7/12008-226

**ECONOMIC DEVELOPMENT  
& TOURISM**

RE: Oneida County – Mohawk Valley EDGE 2008 Agreement

**WAYS & MEANS**

Dear Tony:

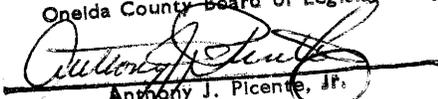
Attached is a copy of the proposed 2008 agreement between Oneida County and Mohawk Valley EDGE. We would appreciate it if you could submit this agreement to the Oneida County Board of Legislators for approval.

We look forward to working with you on furthering the economic development of the region and Oneida County. Please do not hesitate to contact me if you have any further questions.

Sincerely,

  
Steven J. DiMeo  
President, Mohawk Valley EDGE

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

  
Anthony J. Picente, Jr.  
County Executive

Date 3/18/08

2008 MAR 31 PM 3:58  
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41

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**

**Proposed Dates of Operation: January 1, 2008-December 31, 2008**

**Client Population/Number to be Served: Oneida County**

**Summary Statements**

1) **Narrative Description of Proposed Services:** including, but not limited to, provision of economic development services including promotion and marketing of Oneida County businesses and industries, staffing of GLDC and assistance in the development of the Griffiss Airfield, staff support for the OCIDA and other economic development agencies located in Oneida County

2) **Program/Service Objectives and Outcomes:**

3) **Program Design and Staffing**

**Total Funding Requested:** \$412,892

**Account # A6432.495**

**Oneida County Dept. Funding Recommendation:**

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

**Cost Per Client Served:**

**Past Performance Data:** EDGE, formerly OCIDC, has functioned as the County economic development, marketing and business promotion agent for over two decades.

**AGREEMENT**

THIS AGREEMENT dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 2008 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 153 Brooks Road, 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 2008 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, relocated Oneida County Airport at Griffiss, 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, 2008 and ending December 31, 2008. 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 a contractor providing services to the County, from which EDGE receives part of its total revenue 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

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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 provide periodic updates in writing and/or in person at the Board of Legislators 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 weekly or bi-weekly 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 provide a 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 local workforce development needs. Actively organize and support roundtable discussions with business, community and elected officials to review and revise economic development strategies

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 and other efforts, such efforts to be coordinated with the County Executive. 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 Board of Legislators, no later than February 1, 2007, 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

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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 and, to the extent possible or required, attempt to coordinate a business outreach visit that would allow the County Executive to attend.

**5.1.4** Coordinate its business outreach activities, visits, and business development projects with the Regional Office of the Empire State Development Corporation, the Workforce Investment Board, other economic development and educational partners, and with the County Executive's office.

**5.1.5** 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 of potential economic development projects in their respective communities, and notify the County and affected local government officials at the earliest possible time that an existing employer in their respective communities may relocate elsewhere in or outside of Oneida County. Both Parties agree to comply with the EDGE Inter-municipal Relocation Policy as revised on May 2, 2000.

**5.1.6** 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.

**5.1.7** 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 under the HUD Small Cities Program and the NYS Small Cities Program to specifically address unique small business financing needs.

**5.1.8** Prepare 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.

**5.1.9** Administer the Oneida County Empire Zone Program approved by New York State for specific sites in Oneida County in cooperation with the County Executive's Office.

**5.1.10** Administer various grants obtained by the County, including County funds appropriated to EDGE by the Board of Legislators, for general economic development projects and activities.

**5.1.11** 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 for marketing, economic development support, leasing and real estate management, capital improvements programming, and other

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services and technical assistance necessary to enhance the development of Griffiss Business & Technology Park, to promote the new Oneida County Airport at Griffiss, 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 located at Griffiss.

**5.1.12** Enter into an Annual Staff Service Agreement with OCIDA, upon terms and conditions mutually agreeable to EDGE and OCIDA, for the provision by EDGE of staff support 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.

**5.1.13** Enter into an Annual Staff Services Agreement with RIDC, upon terms and conditions mutually agreeable to EDGE and RIDC, for the provision by EDGE of staff support to assist RIDC with its economic development activities and programs, including assistance in overseeing the Rome Empire Zone.

**5.1.14** EDGE will also seek to enter into similar staff services agreements with the City of Utica and other economic development organizations to strengthen and enhance the delivery of economic development services within the Mohawk Valley.

**5.1.15** Oversee marketing and development of Marcy NanoCenter, which is situated on the SUNYIT campus. EDGE will be responsible for attempting to secure funding for property acquisition, infrastructure development, marketing, engineering and additional permit approvals required to position Marcy NanoCenter as New York's premier development site in Upstate New York for semiconductor, nanoelectronics, and nanotechnology manufacturing;

**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.

**5.1.17** Provide marketing and staff support for aviation related economic development opportunities at the new Oneida County Airport which was recently relocated to Griffiss Business & Technology Park. Specifically, EDGE will: (i.) coordinate with Oneida County, the County's Aviation Department, and Griffiss Local Development Corporation (GLDC) on the development of a marketing program to attract new and expanded aviation related uses to the Oneida County Airport at Griffiss (i.e., EDGE, with the concurrence of Griffiss Local Development Corporation (GLDC), will earmark funds from the GLDC marketing budget for aviation development at the new County Airport at Griffiss to assist in the marketing of aviation functions for the new County Airport); (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 the new County 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.

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

**5.1.18** Provide support to Oneida County on the reuse of those lands at the former Oneida County Airport that are now surplus and can be made available by Oneida County for economic development uses that would enhance the region's economy.

EDGE shall also assist Oneida County on developing a closer working relationship with tenants at the Oneida County Airport Business Park in Oriskany, New York to address concerns by the Park tenants on ongoing needs for maintenance and repairs to the Park infrastructure (e.g., roads, drainage ditches, and utilities), rebranding and renaming the Oneida County Airport Business Park, and developing an overall reuse strategy that integrates the existing business park with any potential expansion of the business park that might occur as a result of redeveloping the former Airport property for economic development.

**5.1.19** Develop and implement a community relations program that conveys information to the general public on EDGE projects and activities. EDGE shall implement a community relations program that (i) disseminates information by publishing quarterly newsletters, (ii) prepares collateral marketing materials and other reports that inform the community on 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), arranges for the issuance of press releases as directed by EDGE, GLDC, OCIDA and other economic development organizations and elected officials (v) responds to inquiries from the media regarding economic development projects and activities.

**5.1.20** Develop and implement a targeted marketing program for industry clusters identified by EDGE as offering economic development opportunities for the region.

**5.1.21** 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.

**5.1.22** Assist Oneida County in conducting its inter-municipal relocation policy as approved in the FY2000 contract.

**5.1.23** Provide staff support and help coordinate activities by the Griffiss Institute to provide training, establish a business accelerator program, and other business

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assistance to companies and businesses involved in information technology and cyber-operations.

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

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 2007 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 **Four Hundred Twelve Thousand Eight Hundred Ninety Two and 00/100ths Dollars (\$412,892.00.00)** in semi-annual payments of **Two Hundred Six Thousand Four Hundred Forty Six and No/100ths Dollars (\$206,446.00.00)** in accordance with, and upon presentation of, County Vouchers approved by the Chairman of the Board of Legislators<sup>1</sup>.
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.

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.

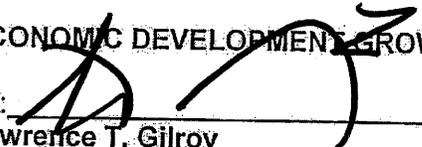
COUNTY OF ONEIDA:

By: \_\_\_\_\_  
Anthony J. Picente.  
County Executive

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

Approved As To Form  
ONEIDA COUNTY ATTORNEY

ECONOMIC DEVELOPMENT GROWTH ENTERPRISES CORPORATION:

By:  \_\_\_\_\_  
Lawrence T. Gilroy  
Chairman

By: \_\_\_\_\_  
Date: 3-19-08

1. Contract includes County Appropriation of \$364,665 to Mohawk Valley EDGE and Appropriation of \$48,227 as the Oneida County Share for Empire Zone Program.

Attachment:

EDGE Procurement Policy

## EDGE PROCUREMENT POLICIES

Economic Development Growth Enterprises Corporation (“EDGE”) is a New York not-for-profit corporation. EDGE is exempt from federal income tax pursuant to the provisions of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. At present, EDGE is managed by a 45-member Board of Directors.

EDGE has two directly-held, wholly-owned subsidiaries (1) 5900 Success Drive Realty, LLC, and (2) 394 Hangar Road Corporation (the “Subsidiaries”).

EDGE is charged with responsibility for promoting and overseeing economic development within Oneida County. EDGE also provides services to Herkimer County. EDGE’s mission is to attract new businesses and residents to, and to retain existing businesses and residents in, the Mohawk Valley. In support of its mission, EDGE develops and implements an annual work plan at the beginning of each year against which it measures its performance.

In the course of its day-to-day operations, EDGE has occasion to procure various goods and services. To facilitate the acquisition of goods and services of maximum quality at the lowest possible cost, EDGE has adopted the procurement policies (the “Procurement Policies”) hereinafter set forth and has asked its Subsidiaries to adopt the same Procurement Policies.

The Procurement Policies are intended to establish guiding principles and internal procedures relating to EDGE’s procurement activities. They are not intended to and shall not create in or convey to third parties any substantive rights.

Notwithstanding anything to the contrary contained in the Procurement Policies, EDGE shall comply with the terms and conditions of each grant or contract it has with any federal or state funding source including terms and conditions relating to procurement.

As part of its procurement process, EDGE shall make an initial determination as to whether a proposed contract involves (1) the purchase and/or leasing of Commodities and/or Services or (2) a Construction/Renovation Project. Once EDGE makes that determination, it shall follow the applicable procurement policy set forth below.

### 1. Definitions.

As used herein, the following capitalized words shall have the following meanings:

“Commodities” shall mean goods, materials, equipment and supplies.

“Services” shall mean all services except for Exempt Services.

“Exempt Services” shall mean professional services and services requiring special technical skill, training, expertise or, in some instances, a license in order to render such services. Exempt Services shall include, without limitation, the services of attorneys, accountants, architects, surveyors, engineers,

consultants, financial advisors, appraisers, real estate brokers, real property managers, insurance brokers, bond underwriters, computer specialists, printers, investment managers, and public relations specialists.

“EDGE” shall mean Economic Development Growth Enterprises Corporation.

“Subsidiaries” shall mean EDGE’s directly-held, wholly-owned subsidiaries: (1) 5900 Success Drive Realty, LLC and (2) 394 Hangar Road Corporation.

“Construction/Renovation Project” shall mean a project for the construction and/or renovation of buildings or other improvements on real property owned and/or leased by EDGE.

2. Purchases of Commodities and/or Services.

Unless provided otherwise by EDGE’s Executive Committee, all purchases and/or leases of Commodities and/or Services are subject to the approval of EDGE’s President, who shall make a good faith effort to solicit at least three (3) written quotes/proposals for any such purchase and/or lease involving an expenditure of more than \$5,000.00. EDGE shall not be bound to award a purchase contract or lease to a vendor or supplier solely based on price. Quality and reliability of product, compliance with stated specifications, including proposed substitutions, service and warranties, delivery and installation schedules, and other factors deemed appropriate by EDGE are factors that EDGE may consider in selecting a vendor or supplier for the purchase and/or lease of Commodities and/or Services. In cases where a purchase contract or lease is awarded for reasons other than price, EDGE shall make a reasonable effort to document the rationale for its decision.

There may be instances where EDGE is able to acquire Commodities that are advertised by the State of New York under State contract administered by the Office of General Services (“OGS”) or by the Federal Government under a federal contract overseen by the General Services Administration (“GSA”). In either event, the OGS or GSA list price shall be deemed to be the lowest price and EDGE shall not be required to solicit multiple quotes/proposals for the purchase and/or lease of such Commodities.

Purchases and/or leases of Commodities and/or Services involving an expenditure of \$5,000.00 or less shall not require multiple price quotes/proposals. However, EDGE may consider making periodic solicitations to determine that its purchase and/or leasing of such Commodities and/or Services are based on competitive pricing and other considerations beneficial to EDGE.

3. Construction and/or Renovation Projects.

EDGE shall competitively bid all Construction and/or Renovation Projects involving an expenditure of more than \$25,000.00. If specific State and/or federal procurement or contracting requirements apply, EDGE shall comply with such requirements. All other competitively bid Construction and/or Renovation Projects involving the expenditure of more than \$25,000.00 shall be either by formal advertisement in a newspaper of record in Oneida County (Rome Sentinel or Observer Dispatch) or in the Dodge Report or, where applicable, in other federal and state bid publications.

Formally advertised construction and renovation work should include a pre-bid meeting for all interested bidders upon terms and conditions set forth in the EDGE bid documents. All competitive bids shall be submitted to EDGE in a sealed envelope and delivered to the EDGE offices by regular mail, overnight express mail, or in person before the scheduled bid opening date. EDGE, at its option, reserves the right to reject any bids received after the deadline set forth in the bid proposal. EDGE shall not consider bid proposals that are not sealed in an envelope, delivered by fax, or a verbal quotation from a potential bidder if sealed bid process is required. The bid opening shall be open to all interested parties.

EDGE shall document the bids received and then canvass the bids to ensure that the bidders have complied with the terms and conditions set forth in the bid specifications. After the canvas of bids is complete, EDGE, through its Executive Committee, shall review the canvas of bids and select the lowest responsible bidder to award a contract. If the lowest responsible bidder is unable to enter into a contract then EDGE may, at its option, either enter into a contract with the next lowest responsible bidder, or cancel the bid process and advertise for new bids. Where a winning bidder is unable or unwilling to enter into a contract with EDGE, then EDGE shall have the right to demand that such bidder forfeit its bid security, and may, upon advice of legal counsel, pursue all other remedies available to recover any documented damages.

Notwithstanding the above, in instances where a particular Construction and/or Renovation Project has an aggressive delivery schedule which, in EDGE's opinion, requires it to use "design-build" procedures or to retain the services of a construction manager to oversee the procurement of contractors and subcontractors, EDGE may, at its option and as an alternative to competitively bidding such Construction and/or Renovation Project, solicit written quotes/proposals from at least three (3) contractors who meet eligibility requirements established by EDGE.

Construction and/or Renovation Projects undertaken by EDGE involving an expenditure of \$25,000.00 or less shall be handled by soliciting price quotations from multiple contractors selected by EDGE (i.e., invitations to at least three firms deemed by EDGE as having the capability and qualifications to perform the work as required by EDGE). For these types of projects, EDGE will accept written proposals and price quotations from such contractors based on a written proposal provided by EDGE. EDGE shall base its award on the lowest responsible price received.

#### 4. Other Procurement Provisions.

EDGE may make emergency purchases without following the Procurement Policies set forth above where Commodities and/or Services must be purchased immediately and a delay in order to secure alternate proposals may threaten someone's life, health, safety, property or welfare. Emergency purchases will be made at the discretion of EDGE's President with appropriate documentation as to the nature of the emergency.

## 394 HANGAR ROAD CORPORATION PROCUREMENT POLICIES

394 Hangar Road Corporation ("394 Hangar") is a New York business corporation. At present, 394 Hangar is managed by a 3-member Board of Directors. 394 Hangar is a directly-held, wholly-owned subsidiary of Economic Development Growth Enterprises Corporation ("EDGE").

In connection with an economic development transaction designed to revitalize the aviation uses of the Griffiss Airfield, by attracting a heavy aircraft maintenance repair and overhaul organization (MRO) to Griffiss, and creating new jobs, 394 Hangar entered into a Sublease with Commodore Aviation, Inc., n/k/a Empire Aero Center, Inc. ("Empire Aero") dated April 14, 2003, pursuant to which 394 Hangar, as sublessor, subleases space in the primary hangar building located at Griffiss known as "Building 101" (together with approximately 21± acres of the surrounding concrete apron/ramp areas) to Empire Aero, as sublessee.

In the course of its day-to-day operations, 394 Hangar has occasion to procure various goods and services. To facilitate the acquisition of goods and services of maximum quality at the lowest possible cost, 394 Hangar has adopted the procurement policies (the "Procurement Policies") hereinafter set forth.

The Procurement Policies are intended to establish guiding principles and internal procedures relating to 394 Hangar's procurement activities. They are not intended to and shall not create in or convey to third parties any substantive rights.

Notwithstanding anything to the contrary contained in the Procurement Policies, 394 Hangar shall comply with the terms and conditions of each grant or contract it has with any federal or state funding source including terms and conditions relating to procurement.

As part of its procurement process, 394 Hangar shall make an initial determination as to whether a proposed contract involves (1) the purchase and/or leasing of Commodities and/or Services or (2) a Construction/Renovation Project. Once 394 Hangar makes that determination, it shall follow the applicable procurement policy set forth below.

### 1. Definitions.

As used herein, the following capitalized words shall have the following meanings:

"394 Hangar" shall mean 394 Hangar Road Corporation.

"Commodities" shall mean goods, materials, equipment and supplies.

"Construction/Renovation Project" shall mean a project for the construction and/or renovation of buildings or other improvements on real property owned and/or leased by 394 Hangar.

"Services" shall mean all services except for Exempt Services.

"EDGE" means Economic Development Growth Enterprises Corporation.

“Exempt Services” shall mean professional services and services requiring special technical skill, training, expertise or, in some instances, a license in order to render such services. Exempt Services shall include, without limitation, the services of attorneys, accountants, architects, surveyors, engineers, consultants, financial advisors, appraisers, real estate brokers, real property managers, insurance brokers, bond underwriters, computer specialists, printers, investment managers, and public relations specialists.

2. Purchases of Commodities and/or Services.

Unless provided otherwise by 394 Hangar’s Board of Directors, all purchases and/or leases of Commodities and/or Services are subject to the approval of 394 Hangar’s Executive Vice President, who shall make a good faith effort to solicit at least three (3) written quotes/proposals for any such purchase and/or lease involving an expenditure of more than \$5,000.00. 394 Hangar shall not be bound to award a purchase contract or lease to a vendor or supplier solely based on price. Quality and reliability of product, compliance with stated specifications, including proposed substitutions, service and warranties, delivery and installation schedules, and other factors deemed appropriate by 394 Hangar are factors that 394 Hangar may consider in selecting a vendor or supplier for the purchase and/or lease of Commodities and/or Services. In cases where a purchase contract or lease is awarded for reasons other than price, 394 Hangar shall make a reasonable effort to document the rationale for its decision.

There may be instances where 394 Hangar is able to acquire Commodities that are advertised by the State of New York under State contract administered by the Office of General Services (“OGS”) or by the Federal Government under a federal contract overseen by the General Services Administration (“GSA”). In either event, the OGS or GSA list price shall be deemed to be the lowest price and 394 Hangar shall not be required to solicit multiple quotes/proposals for the purchase and/or lease of such Commodities.

Purchases and/or leases of Commodities and/or Services involving an expenditure of \$5,000.00 or less shall not require multiple price quotes/proposals. However, 394 Hangar may consider making periodic solicitations to determine that its purchase and/or leasing of such Commodities and/or Services are based on competitive pricing and other considerations beneficial to 394 Hangar.

3. Construction and/or Renovation Projects.

394 Hangar shall competitively bid all Construction and/or Renovation Projects involving an expenditure of more than \$25,000.00. If specific State and/or federal procurement or contracting requirements apply, 394 Hangar shall comply with such requirements. All other competitively bid Construction and/or Renovation Projects involving the expenditure of more than \$25,000.00 shall be either by formal advertisement in a newspaper of record in Oneida County (Rome Sentinel or Observer Dispatch) or in the Dodge Report or, where applicable, in other federal and state bid publications. In instances where a particular Construction and/or Renovation Project has an aggressive delivery schedule requiring 394 Hangar to use design-build or retain a construction management firm to oversee the procurement of contractors and subcontractors, 394 Hangar may, at its option, solicit bids from at least three contractors who meet eligibility requirements established by 394 Hangar.

Formally advertised construction and renovation work should include a pre-bid meeting for all interested bidders upon terms and conditions set forth in the 394 Hangar bid documents. All competitive bids shall be submitted to 394 Hangar in a sealed envelope and delivered to the 394 Hangar offices by regular mail, overnight express mail, or in person before the scheduled bid opening date. 394 Hangar, at its option, reserves the right to reject any bids received after the deadline set forth in the bid proposal. 394 Hangar shall not consider bid proposals that are not sealed in an envelope, delivered by fax, or a verbal quotation from a potential bidder if sealed bid process is required. The bid opening shall be open to all interested parties.

394 Hangar shall document the proposals received and then canvass the bids to ensure that the bidders have complied with the terms and conditions set forth in the bid specifications. After the canvas of bids is complete, 394 Hangar, through its Board of Directors, shall review the canvas of bids and select the lowest responsible bidder to award a contract. If the lowest responsible bidder is unable to enter into a contract then 394 Hangar may, at its option, either enter into a contract with the next lowest responsible bidder, or cancel the bid process and advertise for new bids. Where a winning bidder is unable or unwilling to enter into a contract with 394 Hangar, then 394 Hangar shall have the right to demand that such bidder forfeit its bid security, and may, upon advice of legal counsel, pursue all other remedies available to recover any documented damages.

Construction and/or Renovation Projects undertaken by 394 Hangar involving an expenditure of \$25,000:00 or less shall be handled by soliciting price quotations from multiple contractors selected by 394 Hangar (i.e., invitations to at least three firms deemed by 394 Hangar as having the capability and qualifications to perform the work as required by 394 Hangar). For these types of projects, 394 Hangar will accept written proposals and price quotations from such contractors based on a written proposal provided by 394 Hangar. 394 Hangar shall base its award on the lowest responsible price received.

#### 4. Other Procurement Provisions.

394 Hangar may make emergency purchases without following the Procurement Policies set forth above where Commodities and/or Services must be purchased immediately and a delay in order to secure alternate proposals may threaten someone's life, health, safety, property or welfare. Emergency purchases will be made at the discretion of 394 Hangar's President with appropriate documentation as to the nature of the emergency.

## 5900 SUCCESS DRIVE REALTY, LLC PROCUREMENT POLICIES

5900 Success Drive Realty, LLC ("Realty") is a New York limited liability company. At present, Realty is managed by 3 managers. Realty is a directly-held, wholly-owned subsidiary of Economic Development Growth Enterprises Corporation ("EDGE").

In connection with an economic development transaction designed to assist a local company, M.G.S. Manufacturing, Inc. ("MGS"), in its efforts to relocate its business operations to a modern, state-of-the-art facility, thereby facilitating the retention and/or creation of jobs, Realty took an assignment of MGS's leasehold interest, as lessee, in its former manufacturing facility located at 5900 Success Drive, Rome, New York (the "Old Facility"). The fee owner and lessor of the Old Facility is the Oneida County Industrial Development Agency ("OCIDA").

In the course of its day-to-day operations, Realty has occasion to procure various goods and services. To facilitate the acquisition of goods and services of maximum quality at the lowest possible cost, Realty has adopted the procurement policies (the "Procurement Policies") hereinafter set forth.

The Procurement Policies are intended to establish guiding principles and internal procedures relating to Realty's procurement activities. They are not intended to and shall not create in or convey to third parties any substantive rights.

Notwithstanding anything to the contrary contained in the Procurement Policies, Realty shall comply with the terms and conditions of any grant or contract it has with any federal or state funding source including terms and conditions relating to procurement.

As part of its procurement process, Realty shall make an initial determination as to whether a proposed contract involves (1) the purchase and/or leasing of Commodities and/or Services or (2) a Construction/Renovation Project. Once Realty makes that determination, it shall follow the applicable procurement policy set forth below.

### 1. Definitions.

As used herein, the following capitalized words shall have the following meanings:

"Commodities" shall mean goods, materials, equipment and supplies.

"Construction/Renovation Project" shall mean a project for the construction and/or renovation of buildings or other improvements on real property owned and/or leased by Realty.

"Services" shall mean all services except for Exempt Services.

"EDGE" means Economic Development Growth Enterprises Corporation.

"Exempt Services" shall mean professional services and services requiring special technical skill, training, expertise or, in some instances, a license in order to render such services. Exempt Services shall include, without limitation, the services of attorneys, accountants, architects, surveyors, engineers,

consultants, financial advisors, appraisers, real estate brokers, real property managers, insurance brokers, bond underwriters, computer specialists, printers, investment managers, and public relations specialists.

“Realty” shall mean 5900 Success Drive Realty, LLC.

2. Purchases of Commodities and/or Services.

Unless provided otherwise by Realty’s managers, all purchases and/or leases of Commodities and/or Services are subject to the approval of at least one of Realty’s managers, who shall make a good faith effort to solicit at least three (3) written quotes/proposals for any such purchase and/or lease involving an expenditure of more than \$5,000.00. Realty shall not be bound to award a purchase contract or lease to a vendor or supplier solely based on price. Quality and reliability of product, compliance with stated specifications, including proposed substitutions, service and warranties, delivery and installation schedules, and other factors deemed appropriate by Realty are factors that Realty may consider in selecting a vendor or supplier for the purchase and/or lease of Commodities and/or Services. In cases where a purchase contract or lease is awarded for reasons other than price, Realty shall make a reasonable effort to document the rationale for its decision.

There may be instances where Realty is able to acquire Commodities that are advertised by the State of New York under State contract administered by the Office of General Services (“OGS”) or by the Federal Government under a federal contract overseen by the General Services Administration (“GSA”). In either event, the OGS or GSA list price shall be deemed to be the lowest price and Realty shall not be required to solicit multiple quotes/proposals for the purchase and/or lease of such Commodities.

Purchases and/or leases of Commodities and/or Services involving an expenditure of \$5,000.00 or less shall not require multiple price quotes/proposals. However, Realty may consider making periodic solicitations to determine that its purchase and/or leasing of such Commodities and/or Services are based on competitive pricing and other considerations beneficial to Realty.

3. Construction and/or Renovation Projects.

Realty shall competitively bid all Construction and/or Renovation Projects involving an expenditure of more than \$25,000.00. If specific State and/or federal procurement or contracting requirements apply, Realty shall comply with such requirements. All other competitively bid Construction and/or Renovation Projects involving the expenditure of more than \$25,000.00 shall be either by formal advertisement in a newspaper of record in Oneida County (Rome Sentinel or Observer Dispatch) or in the Dodge Report or, where applicable, in other federal and state bid publications. In instances where a particular Construction and/or Renovation Project has an aggressive delivery schedule requiring Realty to use design-build or retain a construction management firm to oversee the procurement of contractors and subcontractors, Realty may, at its option, solicit bids from at least three contractors who meet eligibility requirements established by Realty.

Formally advertised construction and renovation work should include a pre-bid meeting for all interested bidders upon terms and conditions set forth in the Realty bid documents. All competitive bids shall be submitted to Realty in a sealed envelope and delivered to the Realty offices by regular mail,

overnight express mail, or in person before the scheduled bid opening date. Realty, at its option, reserves the right to reject any bids received after the deadline set forth in the bid proposal. Realty shall not consider bid proposals that are not sealed in an envelope (e.g., bids delivered by fax, or a verbal quotation from a potential bidder) if sealed bid process is required. The bid opening shall be open to all interested parties.

Realty shall document the proposals received and then canvass the bids to ensure that the bidders have complied with the terms and conditions set forth in the bid specifications. After the canvas of bids is complete, Realty, through its managers, shall review the canvas of bids and select the lowest responsible bidder to award a contract. If the lowest responsible bidder is unable to enter into a contract then Realty may, at its option, either enter into a contract with the next lowest responsible bidder, or cancel the bid process and advertise for new bids. Where a winning bidder is unable or unwilling to enter into a contract with Realty, then Realty shall have the right to demand that such bidder forfeit its bid security, and may, upon advice of legal counsel, pursue all other remedies available to recover any documented damages.

Construction and/or Renovation Projects undertaken by Realty involving an expenditure of \$25,000.00 or less shall be handled by soliciting price quotations from multiple contractors selected by Realty (i.e., invitations to at least three firms deemed by Realty as having the capability and qualifications to perform the work as required by Realty). For these types of projects, Realty will accept written proposals and price quotations from such contractors based on a written proposal provided by Realty. Realty shall base its award on the lowest responsible price received.

#### 4. Other Procurement Provisions.

Realty may make emergency purchases without following the Procurement Policies set forth above where Commodities and/or Services must be purchased immediately and a delay in order to secure alternate proposals may threaten someone's life, health, safety, property or welfare. Emergency purchases will be made at the discretion of at least one of Realty's managers with appropriate documentation as to the nature of the emergency.



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

7/1/2008-227

March 26, 2008

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

**ECONOMIC DEVELOPMENT  
& TOURISM**

**WAYS & MEANS**

Re: Early Termination of Lease-Federal Reserve Bank of New York

Honorable Board Members:

This office has been approached by the Federal Reserve Bank principals in an effort to negotiate an early termination of the Bank's current lease extension with Oneida County. The current lease extension will expire on April 30, 2009.

The Federal Reserve Bank is closing its operations in Oriskany effective May 31, 2008. The Bank has been a thirty year tenant of the County's but, like so many other businesses affected by the advent of the internet, its operations do not require as many separate and distant facilities.

My challenge was to entertain the Bank's early leave while obtaining for the County the best accommodation for the future letting or sale of the building which the Bank occupied. It is my proposal that the Board of Legislators approve the early termination of the lease agreement with the Federal Reserve Bank in exchange for the Bank transferring ownership to the County of the items listed in the letter of Thomas P. Reilly, Vice President of the Bank, attached herewith.

In lieu of payment of the remaining rent (\$44,000) and a release of their obligations, the County will be receiving valuable assets of the Bank that will allow Oneida County, through EDGE, to market the building for re-use in a virtually turn-key condition. The site is particularly attractive to businesses requiring secure, non-interrupted state of the art communications capabilities.

I attach also a letter from Steven J. DiMeo, EDGE Director, indicating what efforts would be made to immediately market the site for re-use.

60.

I ask that the Board approve of this early termination of lease on the terms and conditions set forth in Mr. Reilly's letter.

Thank you.

Very truly yours,



Anthony J. Picente, Jr.  
Oneida County Executive

Cc: Thomas P. Reilly  
Steven J. DiMeo

encl.

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2008 APR -2 AM 8:59

61.



ECONOMIC DEVELOPMENT GROWTH ENTERPRISES CORPORATION  
153 Brooks Road • Rome, New York 13441-4105  
315-338-0393 • 800-765-4990 • FAX 315-338-5694  
E-Mail: info@mvedge.org • www.mvedge.org

March 28, 2008

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

Dear County Executive Picente,

The decision by the Federal Reserve to close its facility at 120 Airline Street in the Town of Whitestown, while unfortunate, does present new opportunities for the marketing and re-use of this facility.

Mohawk Valley EDGE is ready to market this building to any and all potential users, and in fact, has proposed it to potential users since the Federal Reserve announced last year its intentions to close this facility. The equipment the Federal Reserve will leave behind under the proposal negotiated between the company and county will make this facility more attractive, and allow us to offer it in turnkey condition for a back office operation. We have seen previous leads that do require turnkey facilities.

To further promote this facility, EDGE will develop a marketing profile of the building which will be in printed format, electronic format, and posted on the EDGE and New York State Site Finder web sites. This will also be one of the properties we propose to companies whose needs fit the building's characteristics.

Please contact me if you need any further information regarding this facility.

Sincerely,

  
Steven J. DiMeo  
President

62.

FEDERAL RESERVE BANK OF NEW YORK

33 LIBERTY STREET  
NEW YORK, N.Y. 10045-0001  
TELEPHONE 212 720-2754  
FACSIMILE 212 720-8339  
E-MAIL: thomas.reilly@ny.frb.org



THOMAS P. REILLY  
VICE PRESIDENT

March 21, 2008

**VIA FEDEX**

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

Dear Mr. Picente:

Your March 12, 2008 letter to Larry Whitney has been referred to me for reply. After more than a thirty year tenant/landlord relationship with Oneida County, the Federal Reserve Bank of New York ("New York Fed") appreciates the County's willingness to put forth a proposal that will bring closure to the relationship in a mutually beneficial manner.

The New York Fed wishes to proceed with early termination of the lease, dated April 15, 1976 (the "Lease"), for the facility located at 120 Airline Street in Oriskany, New York (the "Building"). We propose to clarify the points in your letter as follows:

- The New York Fed will be released from all of its obligations, including, but not limited to, monthly rental payments, set forth in the Lease and the Lease will terminate effective as of May 31, 2008;
- The New York Fed will transfer ownership of the following equipment, alterations, additions or improvements, and fixtures installed and/or made part of the Building by the New York Fed during our tenancy:
  - A. power files;
  - B. furnishings, including, but not limited to, desks, chairs, cubicles, white boards, and check racks, but excluding computers, printers and related items;
  - C. raised flooring;

63.

Anthony J. Picente, Jr.  
March 21, 2008

- D. generator;
- E. uninterruptible power supply system;
- F. kitchen equipment;
- G. Kubota R520 tractor;
- H. 1996 Isuzu 14' box truck; and
- I. John Deere 750 tractor

The transfer of ownership will be an "as is" agreement with no warranties. The New York Fed will have no obligation to restore the premises to their condition prior to the tenancy.

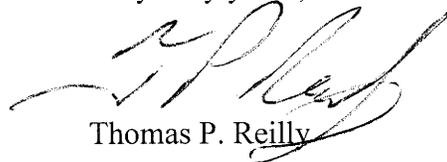
The New York Fed has fully depreciated these items on its books and thus carries them on its books as having no value. Thus it is difficult for the New York Fed to assign accurate estimated values for each of the above items. We have, however, compiled a listing of estimated replacement costs for new equipment and a series of discounted values that may approximate market value for informational purposes (see Attachment I).

This letter does not create a contract between the New York Fed and Oneida County. Following the receipt of the County's Board of Legislators approval for the items outlined in this letter, we will look to receive an agreement to formally terminate the Lease. Final terms of an agreement are, of course, subject to approval by senior management of the New York Fed.

The New York Fed's decision to request this accommodation should not be construed as any reflection on Oneida County or our long term relationship, but the result of dramatic and irreversible changes in the check processing business. It has been a true pleasure to be a tenant of the County for the past 32 years and we wish the County future success.

If you have any questions, please contact me at (212) 720-2754.

Very truly yours,



Thomas P. Reilly

c: Linda Dillion

64.

Attachment I

Replacement Costs for Oneida County

<u>Asset</u>	<u>New 2008 Installation Cost</u> (\$ Thousands)	<u>Discounted @75%</u> (\$ thousands)	<u>Discounted @50%</u> (\$ thousands)	<u>Discounted @25%</u> (\$ thousands)
<b>Generator (750kW):</b>	<b>\$600-850</b>	<b>\$450-637.5</b>	<b>\$300-425</b>	<b>\$150-212.5</b>
UPS	\$ 300.00	\$ 225.00	\$150.0	\$ 75.00
UPS Electrical Distribution	\$ 120.00	\$ 90.00	\$60.0	\$ 30.00
<b>UPS Total</b>	<b>\$ 420.00</b>	<b>\$ 315.00</b>	<b>\$210.0</b>	<b>\$ 105.00</b>
<b>Raised floor:</b>	<b>\$140-160</b>	<b>\$140-160</b>	<b>\$70-80</b>	<b>\$35-40</b>
<b>Furniture</b> (freestanding desks, files, seating, offices, cubicles):	<b>\$600-650</b>	<b>\$450-487.5</b>	<b>\$300-325</b>	<b>\$150-162.5</b>
Demountable partition (1000 linear feet)	\$175-250	\$131.25-187.5	\$87.5-125	\$43.75-62.5
Carpet:	\$90-110	\$67.5-82.5	\$45-55	\$22.5-27.5
<b>Furniture Total</b>	<b>\$865-1010</b>	<b>\$648.75-757.5</b>	<b>\$432.5-505</b>	<b>\$216.5-252.5</b>
<b>Power Files</b>	<b>\$250-300</b>	<b>\$187.5-225</b>	<b>\$125-150</b>	<b>\$62.5-75</b>
<b>Total</b>	<b>\$2,275-2740</b>	<b>\$1,706-2,055</b>	<b>\$1,138-1,370</b>	<b>\$569-685</b>

	<u>Approx Original Value</u> (\$ Thousands)	<u>Present Market Value</u> (\$Thousands)
<b>Kubota R520</b>	<b>\$ 44.80</b>	<b>\$ 22.40</b>
<b>John Deere Tractor 750</b>	<b>na</b>	<b>\$0</b>
<b>1996 Isuzu Truck</b>	<b>\$ 40.00</b>	<b>\$5-10</b>
<b>Kitchen Equipment</b>	<b>\$ 20.00</b>	<b>TED</b>

65.



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

*FN 2008-228*

April 1, 2008

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

**INTERNAL AFFAIRS**  
**WAYS & MEANS**

Dear Mr. Picente:

Per instructions received at Internal Affairs on March 12, 2008, bid #08-01-19 was removed from F.N. 2008-183 pending certain payment considerations. Unfortunately, the initial part of said action did not come to fruition. We were previously advised by the Internal Affairs committee to resubmit the bid offer for further review, if that occurred. Attached is the high bid offer received on February 7, 2008.

We recommend full Board consideration of the bid offer for approval.

Sincerely yours

*[Signature]*  
Anthony Carvelli

cc: Gerald Fiorini, Chairman of the Board  
Pam Mandryck, Chair, Internal Affairs

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

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

Date *4/1/08*

*66.*

2008 Auction Properties

Owner's Name	Tax Map #	CD	Town	Property Add	Size	Type
FURGOL ROSE MARIE	7007 305.018-2-11	MZ	V NY Mills	42-44 Greenman Ave	75 x 198	Building

47.

ONEIDA COUNTY  
OFFICE OF THE DISTRICT ATTORNEY

Scott D. McNamara  
District Attorney

Michael A. Coluzza  
First Assistant

Kurt D. Hameline  
Timothy P. Fitzgerald  
Laurie Lisi  
Paul J. Hernon  
Joseph A. Saba  
Grant J. Garramone

Dawn Catera Lupi  
First Assistant

Steven G. Cox  
Stacey L. Paolozzi  
Bernard L. Hyman Jr.  
Douglas M. DeMarche' Jr.  
Todd C. Carville  
Robert L. Bauer  
Michael R. Nolan  
Kurt D. Schultz  
Kara E. Wilson  
John J. Raspante  
Joshua L. Bauer



March 11, 2008

7N2008-229  
**PUBLIC SAFETY**  
**WAYS & MEANS**

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

Dear Mr. Picente:

Enclosed herewith are documents pertaining to the expenses incurred by this office with regard to the investigation and prosecution of State of New York inmates.

Please review this material at your earliest convenience and forward it to the Board of Legislatures for their review and approval.

If you have any questions, please contact my office.

Thank you.

Sincerely,

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

Anthony J. Picente, Jr.  
County Executive

Date 4/1/08

Scott D. McNamara  
Oneida County District Attorney

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2008 APR -2 AM 11:29

jl  
Encs. State Billing 2007 Summary of Cases/Certification  
State Aid Voucher  
Proposed Resolution

68.

**STATE BILLING 2007  
SUMMARY OF CASES**

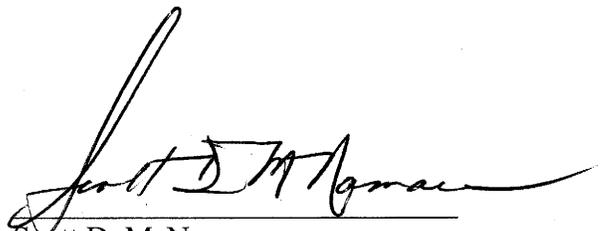
<b>INMATE</b>	<b>TOTAL</b>
Tyrone Frank	241.86
Jack Horath	192.57
Jose Velez	128.95
Keith Bell	132.58
Charles F. Horath	202.94
Luciano Ortiz	826.19
Joseph Olivieri	447.33
Jasbel Morales	133.10
Mark Moses	317.48
Mohamed Alaouie	307.18
Bashir Gustus	164.50
Donald Alford	122.44
Johnnie Wright	444.03
Angel Rosado	321.56
Detric J. Marshall	278.13
<b>Total</b>	<b>\$4,260.84</b>

Time expected on 03/11/08 by Secretary Jennifer Lombard preparing state billing for reimbursement: (2 hours at \$14.93 per hour = \$29.86 plus 30% in fringe benefits = \$38.82)

**Total** **\$38.82**

**Grand Total** **\$4,299.66**

I hereby certify that the above expenses were incurred with regard to the investigation and prosecution of the above-entitled matters.



Scott D. McNamara  
Oneida County District Attorney

**PROPOSED RESOLUTION**

**WHEREAS**, certain inmates incarcerated in the Mid-State Correctional Facility, Oneida Correctional Facility, Mohawk Correctional Facility, Marcy Correctional Facility and Central New York Psychiatric Center, said inmates being in the custody of the New York State Department of Corrections, all institutions being located in the County of Oneida, have been the subjects of investigations and prosecutions for the commission of various crimes while incarcerated in the aforementioned facilities, and

**WHEREAS**, the Oneida County District Attorney has made investigations of said crimes occurring in Oneida County and prosecuted said inmates, and

**WHEREAS**, Section 606 of the Correction Law mandates payments of state funds to the county for expenses incurred in the investigations of said crimes and the prosecution of state inmates, and

**WHEREAS**, the Oneida County District Attorney has certified to the Board that the expense associated in the investigation and prosecution of alleged crimes committed by:

Tyrone Frank, Jack Horath, Jose Velez, Keith Bell, Charles F. Horath, Luciano Ortiz, Joseph Olivieri, Jasbel Morales, Mark Moses, Mohamed Alaouie, Bashir Gustus, Donald Alford, Johnnie Wright, Angel Rosado, Detric J. Marshall, amount to \$4,299.66, now, therefore,

**BE IT RESOLVED**, that this Resolution and the attached statement of the expense of the District Attorney be forwarded to the New York State Department of Corrections as required by Section 606 of the Correction Law.

# Oneida County Department of Aviation

## Oneida County Airport at Griffiss Airfield (RME)

592 Hangar Road, Suite 200

Rome, New York 13441

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

airport@ocgov.net

ANTHONY J. PICENTE, JR.  
County Executive

ROGER B. SORRELL, C.M.  
Commissioner

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7N2008-230

March 31, 2008

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

### AIRPORT WAYS & MEANS

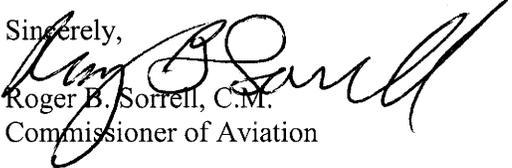
Dear County Executive Picente,

On February 29, 2008, the Federal Aviation Administration authorized the spending of \$2.756 billion in the Airport Improvement Program (AIP) through June 30, 2008. When FAA apportions these funds to eligible airports in June, the airports will be expected to accept and execute such grant offers in a one (1) week turnaround. The Department of Aviation is currently designing and has applied to the FAA for the following AIP projects included in the Federal Airport Capital Improvement Program and County's Capital Project H-339:

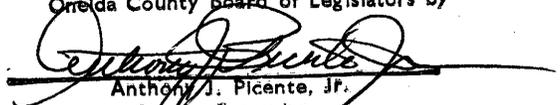
Project	Federal Share	State Share	County Share	Total
<b>Entitlement Funding</b>				
Snow Removal Equip.	\$111,240	\$2,930	\$2,930	\$117,100
<b>MAP/Discretionary Fund</b>				
NAVAIDS Constr. (ILS, MALSR)	\$4,750,000	\$125,000	\$125,000	\$5,000,000
T/W Lighting, Marking & Signage Constr.	\$4,275,000	\$112,500	\$112,500	\$4,500,000
Airport Access Road	\$1,358,500	\$35,750	\$35,750	\$1,430,000
Totals	\$10,494,740	\$276,180	\$276,180	\$11,047,100

In anticipation of possible grant offers and considering the extremely short turnaround for grant execution, the Department of Aviation is respectfully requesting the County Executive seek Board of Legislators approval to execute potential FY'08 FAA and State grant offer(s) for the project(s) identified. This is a 95% Federal participation, 2.5% State participation reimbursement program with the County providing a 2.5% local share. It is uncertain which projects if any or all, will receive funding.

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

Sincerely,  
  
 Roger B. Sorrell, C.M.  
 Commissioner of Aviation

RBS:wfa  
 Attach.  
 Cc: County Attorney  
 County Comptroller  
 Budget Director

Reviewed and Approved for submittal to the  
 Oneida County Board of Legislators by  
  
 Anthony J. Picente, Jr.  
 County Executive  
 Date: 4/1/08



U.S. Department  
of Transportation

Federal Aviation  
Administration

New York Airports District Office  
600 Old Country Road, Suite 446  
Garden City, New York 11530  
Telephone: 516-227-3800  
Fax: 516-227-3813

March 27, 2008

## Fiscal Year 2008 Airport Improvement Program (AIP) Grant Schedule

Dear Airport Sponsor:

The Federal Aviation Administration (FAA) is authorized to implement a nine-month Airport Improvement Program (AIP) in accordance with H.R. 5270, signed by the President on Friday, February 29, 2008. This legislation makes available approximately three quarters of the appropriated funds. The legislation applies to all FAA funding sources, including entitlements, discretionary, and state apportionments.

This will be an unusual year for the AIP. Any entitlement funds (non-primary, primary, or cargo entitlements) that are not placed under grant by or returned for carry over before June 20, 2008 will be lost. In other words, if an airport sponsor holds their entitlement funds anticipating a grant application between July 1 and September 30, 2008, and do not get a grant (regardless of the reason), those entitlement funds will be lost and not be made available in a future year. If any sponsor will not use their entitlement funds, please notify the New York ADO as soon as possible so the funds can be carried-over for a future year.

Based on the approximately 75% funding limitation, including any funds carried over from the previous year(s), your airport will have available the funds shown on the attached pages.

If a sponsor has a project in the approved Airport Capital Improvement Program for which it will request an AIP grant during this fiscal year, please consider the following:

- If a sponsor will request a grant for design only, environmental assessment, master planning study, land acquisition services, or other studies, then it should be taking steps to complete the scope of work and negotiate the professional service contracts, independent fee review, and finalize costs by the enclosed deadline.
- If a sponsor will request a grant for land acquisition, then the appraisals, FAA concurrence, negotiations, and purchase agreement (or option) should be completed so a grant can be requested by the enclosed deadline.
- If a sponsor will request a grant for construction, or equipment acquisition, then it should be taking steps to complete design and obtain bids by the enclosed deadline.
- We encourage sponsors to incorporate flexibility in the project design. Designing a project to include bid alternatives will allow a sponsor to request a grant for the additional 25% entitlement funds in case Congress passes legislation making these funds available later this fiscal year.

72.

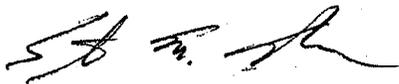
~~If a sponsor will not be in a position to request a grant in FY-08 because of the reduction in funds, or the shortened time schedule, please notify us as soon as possible. This will allow us to carry the funds over to the next fiscal year, and make additional discretionary funds available for other high priority projects.~~

|| Any sponsor that requires legal action by a governing body in order to authorize grant acceptance may wish to consider advance action to provide the necessary authorization. || \*  
The June 20 deadline for legal obligation of funds is a hard deadline.

Again, we request you provide this office by April 11, 2008 what projects you will be able to put under grant and what projects and monies you will want to carryover to into FY-09.

Thank you for assistance with this issue. If you have any questions, please do not hesitate to call.

Sincerely,



Steven M. Urlass, Manager  
New York Airports District Office

Enclosures:  
FY-08 Grant Deadlines  
Available to Program Funds Report

# Oneida County Department of Aviation

## Oneida County Airport at Griffiss Airfield (RME)

592 Hangar Road, Suite 200

Rome, New York 13441

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

airport@ocgov.net

ANTHONY J. PICENTE, JR.  
County Executive

ROGER B. SORRELL, C.M.  
Commissioner

March 25, 2008

7N2008-231

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Oneida County Executive's Office

### AIRPORT WAYS & MEANS

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

Dear Mr. Picente:

As you are aware, the Department of Aviation is currently supplying identification badges to all personnel who are located and need access to the Griffiss Airfield facilities under the directive of the Federal Aviation Administration. These badges are necessary to insure the security and safety of the Griffiss Airfield and its personnel.

Griffiss Airfield is currently supplying the ID badges at a cost of \$65.00 per badge. The County cost for the finger printing Clearing House is approximately \$31.00 per badge with additional \$34.00 going to ID cards and Fed Ex charges. It is necessary to do a supplemental appropriation to cover the additional cost of the estimated 550 badges which need to be issued by the end of the year. This additional cost will be offset by the fees charged to the individual and/or organization.

By this letter, I am hereby requesting a supplement appropriation in the amount of \$17,050.00 for the 2008 fiscal year to be appropriated as follows:

**TO:**  
AA-A5620..495 Department of Aviation – Other Expenses..... \$17,050.00

This supplemental appropriation is fully supported by unanticipated revenue in:

RA-A5620.-A1773 Department of Aviation – Sale of ID Security Badges..... \$17,050.00

If you acquire any further information, please contact me.

Respectfully submitted,

  
Roger Sorrell, C.M.  
Commissioner of Aviation

RS/dmn.  
CC: County Attorney  
Comptroller  
Budget Director  
Comm. Of Airport

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

  
Anthony J. Picente, Jr.  
County Executive

Date 4/1/08 74. 1

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

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ONEIDA COUNTY LEGISLATURE  
2008 APR -2 AM 11:29

7/12008-232

March 24, 2008

INTERNAL AFFAIRS

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

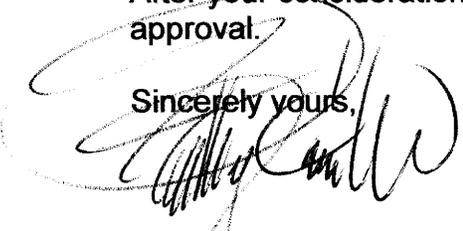
WAYS & MEANS

Dear Mr. Picente:

Enclosed, please find three (3) original Extension Agreements signed by Lisa Stamboly of NY Mills Union Free School, requesting a one (1) year extension on the attached contract for school tax collection. Our office agrees with this request.

After your consideration, please forward this to the Board of Legislators for their approval.

Sincerely yours,

  
Anthony Carvelli  
Commissioner of Finance

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

  
Anthony J. Picente Jr.  
County Executive

Date 4/1/08

cc: Lisa Stamboly, School Business Executive  
Linda M.H. Dillon, County Attorney

75.

RECEIVED

MAR 24 2008

ONEIDA COUNTY  
COMMISSIONER OF FINANCE

**EXTENSION AGREEMENT**

THIS AGREEMENT made the 18 day of March, 2008, by and between the COUNTY OF ONEIDA, a municipal corporation organized and existing under the laws of the State of New York, with offices located at 800 Park Avenue, Utica, New York, 13501, hereinafter referred to as "COUNTY" and the NEW YORK MILLS SCHOOL DISTRICT, a district formed under the laws of the State of New York, with offices located at 1 Marauder Boulevard, New York Mills, New York, 13417, hereinafter referred to as "DISTRICT".

**WITNESSETH**

WHEREAS, the County and the District entered into an Agreement dated October 15, 1997, whereby the County assisted the District in the collection of its school taxes and

WHEREAS, the District wishes to continue to receive the assistance of the County in the collection of its school taxes for a period of one year

NOW THEREFORE, in consideration of the mutual promises made herein and in the prior Agreement between the parties dated October 15, 1997, the County and the District agrees as follows:

1. The County shall continue to provide assistance and services to the District in the collection of its 2008-2009 school taxes in the same manner and to the same extent as set forth in the prior Agreement of the parties hereto dated October 15, 1997.
2. The District shall continue to compensate the County for such services and assistance in collecting the District's 2008-2009 school taxes in the same manner and to the same extent as set forth in the prior Agreement of the parties hereto dated October 15, 1997.
3. A copy of the prior Agreement of the parties hereto is attached herewith and made a part hereof the Extension Agreement between the County and the District.

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

COUNTY OF ONEIDA

NEW YORK MILLS SCHOOL DISTRICT

BY: \_\_\_\_\_  
Anthony J. Picente, Jr.  
County Executive

BY: \_\_\_\_\_  
President, NY Mills School Board

76.

AGREEMENT

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 1997  
by and between the COUNTY OF ONEIDA, 800 Park Avenue, Utica, New  
York a municipal corporation, hereinafter referred to as the  
"County" and

THE NEW YORK MILLS SCHOOL DISTRICT, 1 Marauder Blvd, New  
New York Mills, NY 13417

hereinafter referred to as the  
"District"

WHEREAS the District wishes to facilitate and centralize the  
collection of its taxes and

WHEREAS the County has the necessary equipment, personnel and  
experience to assist the District in the collection of taxes in a  
timely and efficient manner.

NOW THEREFORE in consideration of mutual covenants and promises  
of the parties hereto, the County and the District agree as  
follows:

1. The County shall, for the District year commencing July  
1, 1997, prepare the District tax bills and mail same to Oneida  
County, Town of New Hartford property owners of parcels situated  
within the District boundaries. The mailing of said tax bills  
shall occur prior to the first day of the collection period  
(September 2, 1997). The County will provide the District with a  
printed roll book at the beginning of the collection period.

The District shall be responsible to cause notice of the receipt of the warrant and that said District taxes have been levied and are due. The cost(s) for advertising shall be borne by the District. The District shall provide to the County its tax rate for the tax year 1997/98 in writing on or before August 14, 1997. The County shall allow partial payments in accordance with NYS Law and Oneida County Board of Legislatures Resolution 96-237.

2. The County shall collect the District taxes levied on all Real Property in Oneida County, Town of New Hartford which are subject to the District's taxes and are within the District's boundaries. Such collection by the County shall be done and be subject to fees and penalties as follows:

- (a) The original tax levied shall be paid without penalty during the initial thirty days of the warrant (proposed September 2 thru October 1, 1997)
- (b) Payments made after October 1 shall be subject to the District penalty schedule: 3% on the original tax levied or remaining balance which penalty shall be the property of the County.
- (c) Any taxes collected by the County after November 5, 1997 shall be considered returned to the County Treasurer for collection pursuant to the laws of the State of New York.
- (d) Timely U.S. postmarks will determine collection dates (per NYS State Real Property Tax Law).

3. The County upon collecting said taxes thereon up to and including the last day, as set forth above, shall, credit such collections to a Trust account designated by

the County for such purpose. Said Trust account shall be reconciled by the County.

4. All tax payments shall be made payable to the Oneida County Commissioner of Finance as collector for the District. All money collected under this agreement will be held in Trust by Oneida County for the NYM School District.

5. The County shall remit payments to the District in accordance with the following Schedule:

September 16, 1997  
September 23, 1997  
September 30, 1997  
October 7, 1997  
October 28, 1997  
November 7, 1997 (Final Payment)

The total amount of taxes and miscellaneous monies collected on behalf of the District pursuant to this agreement. If collections between October 7 and October 21 exceed \$60,000 an additional remittance to the District shall occur. On or about November 15, 1997, the County shall provide to the District a tax roll and report which shall contain the following information:

- (a) Parcel identification by tax map number and name
- (b) Amount of tax paid
- (c) Date payment received or
- (d) tax unpaid
- (e) A full reconciliation of all monies received and disbursed

6. In consideration of the above, the District agrees that the County shall retain any penalty monies as described above. In addition the District shall pay to the County the actual costs incurred by the County for the printing and mailing of the tax bills (including the cost of envelopes, supplies and postage). Said payment will be deducted from the final remittance (described in item five(5) above) as necessary. The charges retained will be annotated and accompany the payment.

7. The County warrants and represents that the Commissioner of Finance is covered by a bond for performance of his duties and obligations in the amount of THREE HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$325,000.00) and that said bond is in full force and effect.

8. The District hereby commits to designate the County as its collector for future school years 1998-99, 1999-00, 2000-01 and 2001-02.

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

COUNTY OF ONEIDA

By: Ralph J. Wannace, Jr.  
Ralph J. Wannace, Jr.  
County Executive

NEW YORK MILLS, SCHOOL DISTRICT

BY: Mary F. Keel  
President, NYM Board of Ed

APPROVED AS TO FORM  
ONEIDA COUNTY ATTORNEY

Suzanne

# Oneida County Department of Public Works

ANTHONY J. PICENTE  
County Executive

JOHN J. WILLIAMS  
Commissioner

6000 Airport Road  
Oriskany, New York 13424  
Phone:(315) 793-6214 Fax: (315) 768-6299

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

7N2008-233

March 25, 2008

## PUBLIC WORKS

## WAYS & MEANS

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

Dear County Executive Picente:

I have received a memo from Dennis Davis, Deputy Commissioner, requesting consideration and approval of the "Agreement to Extend Conventional Municipal Snow and Ice Agreement" with the New York State Department of Transportation. Pursuant to New York State Highway Law, Oneida County has provided snow and ice control on state highways since 1975. Each year, the county has renewed the original agreement.

Under the terms of the attached Agreement, the county would continue to provide this service through the 2008-2009 snow season. The state will pay Oneida County an estimated 2.034 million.

If you concur with this request, kindly forward to the Public Works and Ways and Means Committees for their consideration as their schedules allow, with submission to the Board of Legislators to follow.

Thank you for your support in this matter.

Sincerely,

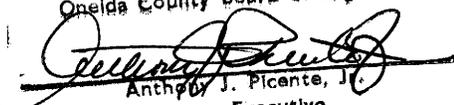
  
John J. Williams  
Commissioner

JJW/jj

Attachments

cc: Thomas Keeler, Budget Director  
Joe Timpano, Comptroller  
File

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

  
Anthony J. Picente, Jr.  
County Executive

Date 4/1/08

82.

Oneida County Department: Public Works  
3/25/08

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_

## Oneida County Board of Legislators Contract Summary

Name of Proposing Organization: NYS Department of Transportation

Title of Activity or Service: Control of Snow & Ice on State Roads July 1, 2008 to June 30, 2009

Client Population/Number to be Served:

### Summary Statements:

1) Narrative Description of Proposed Services: Extension of Snow & Ice Control Agreement dated March 10, 1975.

2) Program/Service Objectives and Outcomes:

3) Program Design and Staffing Level:

Total Funding Requested:

Oneida County Department Funding Recommendation:

Account # D2302

Proposed Funding Source: Federal \_\_\_\_\_ State \$2,033,948.04 County \_\_\_\_\_

Cost Per Client Served:

Past Performance Data:

Oneida County Department Staff Comments: This Agreement is extremely important to this department and is 100% reimbursable from the NYS Department of Transportation.

83

Contract #	Municipality	Ext. Season	Region #
D089876	County of Oneida/ Oneida County	2008/09	2

### AGREEMENT TO EXTEND CONVENTIONAL MUNICIPAL SNOW AND ICE AGREEMENT

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ and between THE PEOPLE OF THE STATE OF NEW YORK (hereinafter referred to as "STATE"), acting by and through the Commissioner of Transportation of the State of New York (hereinafter referred to as "COMMISSIONER"), and the \_\_\_\_\_ of the **County of Oneida** of **Oneida County** (hereinafter referred to as "MUNICIPALITY") as follows:

WHEREAS, the COMMISSIONER and the MUNICIPALITY have entered into an Agreement No. **D089876** entitled "Snow and Ice Agreement between the New York State Department of Transportation and the Municipality of **County of Oneida**" dated **March 10, 1975**; and

WHEREAS, the term of the said Agreement is for a period of three years commencing July 1, **1974**, and the said Agreement provides that the parties may at the end of each year of the term of the Agreement extend such term for an additional year; and

WHEREAS, the present term of the Agreement, as extended, expires June 30, **2008**; and

WHEREAS, Section 7 of the said Agreement provides that the COMMISSIONER shall furnish the MUNICIPALITY with a suitable map for each term of the Agreement, or for any extended term thereof, modified to show the changes, if any, to the State Highways affected by this Agreement.

WHEREAS, Section 10 of the said Agreement provides for an annual update of the estimated expenditure to be determined by the COMMISSIONER subject to the provisions of Section 10 at the time for extension of the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and benefits between the parties,

WITNESSETH:

1. The aforementioned "Snow and Ice Agreement Between New York State Department of Transportation and the MUNICIPALITY" is hereby extended for a period of one year; now to expire on June 30, **2009**, unless further extended.

2. The State Highways or parts thereof affected by this Agreement are as delineated on the attached map, agreed upon by the COMMISSIONER and the MUNICIPALITY, which shall be effective for the remainder of the term of the Agreement commencing July 1, **2008**, unless changed by future agreement between the COMMISSIONER and the MUNICIPALITY.

3. All the terms and conditions of the original contract remain in effect except as follows. The estimated expenditure as specified in Section 10 of the aforementioned Agreement shall be \$ 5654.72 per lane mile for 359.69 lane miles for a total of \$ 2,033,948.04 for the **2006/07** season and for the remainder of the term of the Agreement commencing July 1, **2006**, unless changed by future update.

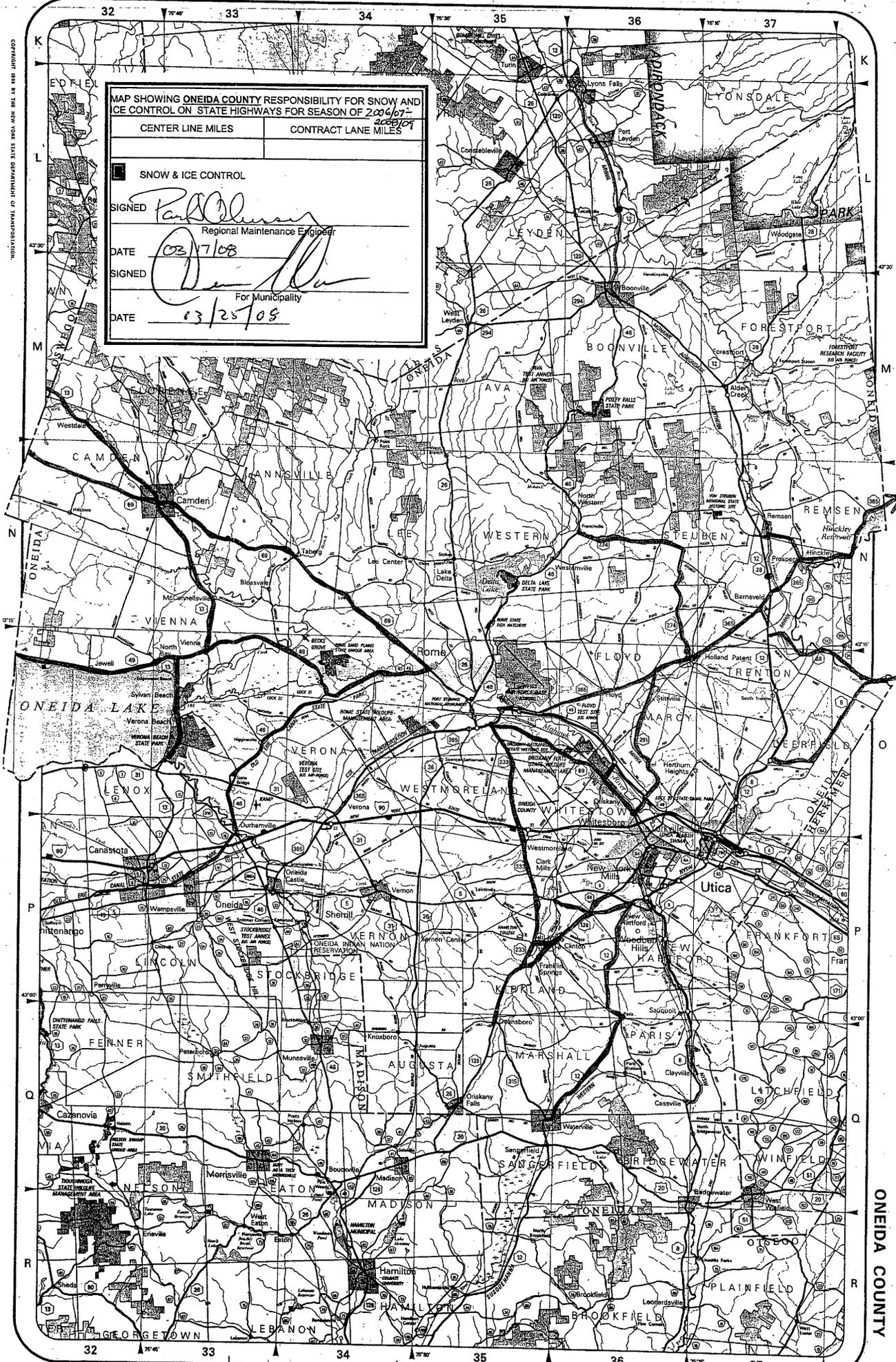
IN WITNESS WHEREOF, This Agreement has been executed by the State, acting by and through the duly authorized representative of the COMMISSIONER, and the MUNICIPALITY, which has caused this Agreement to be executed by its duly authorized officer on the date and year first above written.

over ↗

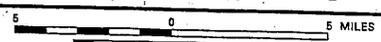
*84.*

MAP SHOWING ONEIDA COUNTY RESPONSIBILITY FOR SNOW AND ICE CONTROL ON STATE HIGHWAYS FOR SEASON OF 2006-07-2007-08

CENTER LINE MILES	CONTRACT LANE MILES
<p>■ SNOW &amp; ICE CONTROL</p>	
<p>SIGNED <i>Paul J. ...</i> Regional Maintenance Engineer</p>	
<p>DATE 03/17/08</p>	
<p>SIGNED <i>[Signature]</i> For Municipality</p>	
<p>DATE 03/25/08</p>	



SCALE 1:250,000



85.

# Oneida County Department of Public Works

ANTHONY J. PICENTE  
County Executive

JOHN J. WILLIAMS  
Commissioner

6000 Airport Road  
Oriskany, New York 13424  
Phone:(315) 793-6214 Fax: (315) 768-6299

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

March 25, 2008

7N 2008-234

**PUBLIC WORKS**

**WAYS & MEANS**

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

Dear County Executive Picente:

I have received a memo from Dennis Davis, Deputy Commissioner, requesting consideration and approval of the "Agreement to Extend Conventional Municipal Snow and Ice Agreement" with the New York State Department of Transportation. Pursuant to New York State Highway Law, Oneida County has provided snow and ice control on state highways since 1975. Each year, the county has renewed the original agreement.

Under the terms of the attached Agreement, the county would continue to provide this service through the 2009-2010 snow season. The state will pay Oneida County an estimated 2.034 million.

If you concur with this request, kindly forward to the Public Works and Ways and Means Committees for their consideration as their schedules allow, with submission to the Board of Legislators to follow.

Thank you for you support in this matter.

Sincerely,

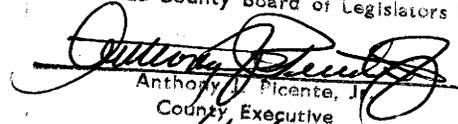
  
John J. Williams  
Commissioner

JJW/jj

Attachments

cc: Thomas Keeler, Budget Director  
Joe Timpano, Comptroller  
File

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

  
Anthony J. Picente, Jr.  
County Executive

Date 4/1/08

So.

Oneida County Department: Public Works  
3/25/08

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_

## Oneida County Board of Legislators Contract Summary

Name of Proposing Organization: NYS Department of Transportation

Title of Activity or Service: Control of Snow & Ice on State Roads July 1, 2009 to June 30, 2010

Client Population/Number to be Served:

### Summary Statements:

1) Narrative Description of Proposed Services: Extension of Snow & Ice Control Agreement dated March 10, 1975.

2) Program/Service Objectives and Outcomes:

3) Program Design and Staffing Level:

Total Funding Requested:

Oneida County Department Funding Recommendation:

Account # D2302

Proposed Funding Source: Federal \_\_\_\_\_ State \$2,033,948.04 County \_\_\_\_\_

Cost Per Client Served:

Past Performance Data:

Oneida County Department Staff Comments: This Agreement is extremely important to this department and is 100% reimbursable from the NYS Department of Transportation.

87.

Contract #	Municipality	Ext. Season	Region #
D089876	County of Oneida / Oneida County	2009/10	2

**AGREEMENT TO EXTEND CONVENTIONAL MUNICIPAL SNOW AND ICE AGREEMENT**

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ and between THE PEOPLE OF THE STATE OF NEW YORK (hereinafter referred to as "STATE"), acting by and through the Commissioner of Transportation of the State of New York (hereinafter referred to as "COMMISSIONER"), and the \_\_\_\_\_ of the County of Oneida of Oneida County (hereinafter referred to as "MUNICIPALITY") as follows:

WHEREAS, the COMMISSIONER and the MUNICIPALITY have entered into an Agreement No. D089876 entitled "Snow and Ice Agreement between the New York State Department of Transportation and the Municipality of County of Oneida" dated March 10, 1975; and

WHEREAS, the term of the said Agreement is for a period of three years commencing July 1, 1974, and the said Agreement provides that the parties may at the end of each year of the term of the Agreement extend such term for an additional year; and

WHEREAS, the present term of the Agreement, as extended, expires June 30, 2009; and

WHEREAS, Section 7 of the said Agreement provides that the COMMISSIONER shall furnish the MUNICIPALITY with a suitable map for each term of the Agreement, or for any extended term thereof, modified to show the changes, if any, to the State Highways affected by this Agreement.

WHEREAS, Section 10 of the said Agreement provides for an annual update of the estimated expenditure to be determined by the COMMISSIONER subject to the provisions of Section 10 at the time for extension of the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and benefits between the parties,

WITNESSETH:

1. The aforementioned "Snow and Ice Agreement Between New York State Department of Transportation and the MUNICIPALITY" is hereby extended for a period of one year; now to expire on June 30, 2010, unless further extended.

2. The State Highways or parts thereof affected by this Agreement are as delineated on the attached map, agreed upon by the COMMISSIONER and the MUNICIPALITY, which shall be effective for the remainder of the term of the Agreement commencing July 1, 2009, unless changed by future agreement between the COMMISSIONER and the MUNICIPALITY.

3. All the terms and conditions of the original contract remain in effect except as follows. The estimated expenditure as specified in Section 10 of the aforementioned Agreement shall be \$ 5654.72 per lane mile for 359.69 lane miles for a total of \$ 2,033,948.04 for the 2007/08 season and for the remainder of the term of the Agreement commencing July 1, 2007, unless changed by future update.

IN WITNESS WHEREOF, This Agreement has been executed by the State, acting by and through the duly authorized representative of the COMMISSIONER, and the MUNICIPALITY, which has caused this Agreement to be executed by its duly authorized officer on the date and year first above written.

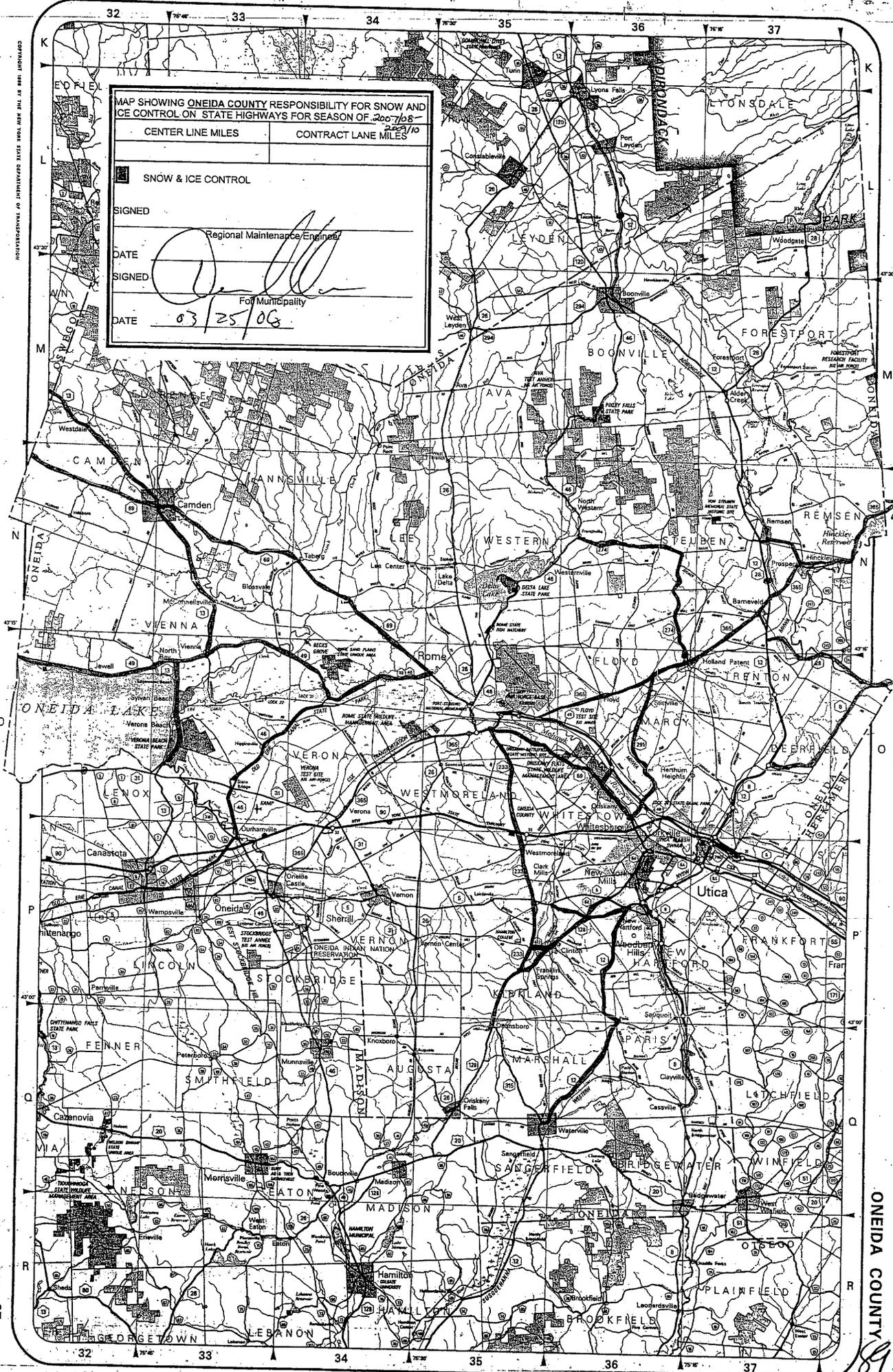
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88

REPRODUCTION OF INFORMATION FROM THIS MAP MAY BE MADE BY ANY INDIVIDUAL

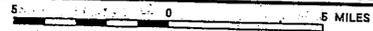
MAP SHOWING ONEIDA COUNTY RESPONSIBILITY FOR SNOW AND ICE CONTROL ON STATE HIGHWAYS FOR SEASON OF 2007/08

CENTER LINE MILES	CONTRACT LANE MILES
<input checked="" type="checkbox"/> SNOW & ICE CONTROL	
SIGNED _____	
Regional Maintenance Engineer	
DATE _____	
SIGNED _____	
For Municipality	
DATE 03/25/08	



PAGE 37

SCALE 1:250,000



ONEIDA COUNTY

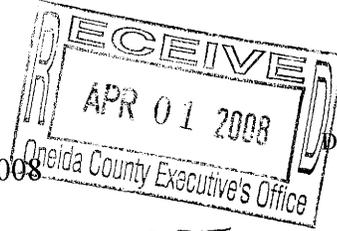
**ONEIDA COUNTY  
OFFICE OF THE DISTRICT ATTORNEY**

**Michael A. Coluzza**  
First Assistant

Kurt D. Hameline  
Timothy P. Fitzgerald  
Dawn Catera Lupi  
Laurie Lisi  
Paul J. Hernon  
Matthew P. Worth  
Joseph A. Saba  
Grant J. Garramone

**Scott D. McNamara**  
District Attorney

April 1, 2008



Steven G. Cox  
Stacey L. Paolozzi  
Bernard L. Hyman Jr.  
Carla V. DiMarco  
Douglas M. DeMarche' Jr.  
Todd C. Carville  
Robert L. Bauer  
Michael R. Nolan  
Kurt D. Schultz  
Kara E. Wilson

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

**PUBLIC SAFETY**

**WAYS & MEANS**

Dear Mr. Picente:

Please accept this letter as a formal request for the creation of two (2) new Assistant District Attorney III positions, Grade 36P, Step 1 with a salary of \$43,895 plus fringe benefits of \$18,700. - 62,595

The first position will be FULLY funded by grant monies through Operation Impact at no additional cost to the taxpayers of Oneida County. As you are aware, Operation Impact is a New York State grant program designed to integrate financial, mechanical, technical, and human resources to aide law enforcement in reducing crime in Upstate New York cities. Oneida County has been designated as an Operation Impact county. As a result of the successes of Operation Impact, our county has experienced an increased number of prosecutions involving the illegal possession of handguns, gang related crimes and other violent crimes. Consequently, my office has experienced a tremendous increase in the workload involving the administration of Project Impact and resulting prosecution caseload. The creation of this position will allow one prosecutor to concentrate on Operation Impact and will be dedicated to the continuing vigorous prosecution of guns, gangs and other violent crimes.

The second requested position will have a substantial portion of it funded by a state grant. Sixty-five percent (65%) of the cost of the position will be funded through monies provided by the Oneida County Department of Social Services via New York State. The remaining thirty-five (35%) of the cost will NOT result in any new budgetary demand for the current year since one (1) assistant district attorney position remained unfilled for a period of six (6) weeks of the present calendar year. The residual monies saved from the six (6) week vacancy allows for the balance of the new position to be funded for the year.

With the increased awareness and vigorous prosecution of crimes against children, this new position allows the District Attorney's Office to add a prosecutor to its Special Victim Unit. This prosecutor will be assigned to and will

90.

The Honorable Anthony J. Picente, Jr.  
April 1, 2008  
Page Two

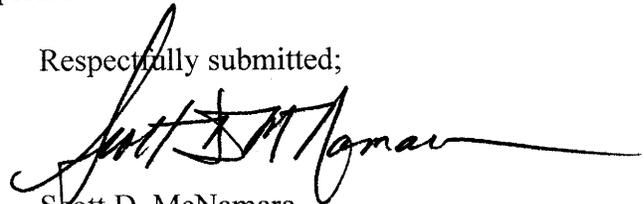
exclusively prosecute cases from the Oneida County Child Advocacy Center (CAC). Oneida County's CAC is recognized throughout the State as a model for the investigation and prosecution of sexual crimes committed against our children. The addition of a prosecutor assigned to the CAC and exclusively prosecuting CAC cases will further enhance the success of our CAC.

With more than thirty-nine (39) town and village courts located in Oneida County, the addition of two more assistant district attorney positions will allow for the more even distribution of night court assignments. Over the past fifteen years we have seen a steady increase in the workload in the local criminal courts. Verona Town Court alone has resulted in a significant caseload burden on my office. The addition of the new positions will allow for my office to function more efficiently and allow for better services for victims of crimes

The additional prosecutor positions also allow Oneida County to approach the accepted population to assistant district attorney ratio. Generally, it is accepted that for every ten thousand (10,000) of population there should be one (1) assistant district attorney. This ratio is adhered to in Albany County (300,000 population/ 34 assistant district attorney's), Monroe County (750,000 population/ 75 assistant district attorney's), Niagara County (220,000 population/ 22 assistant district attorney's), Onondaga County (460,000/ 48 assistant district attorney's), Orange County (343,000 population/ 41 assistant district attorney's), Rockland County (290,000 population/ 31 assistant district attorney's) and other counties throughout the state. In comparison, Oneida County has a population of 232,000 with only 19 assistant district attorneys. Adhering to the accepted assistant district attorney to population ratio is critical to ensure proper attention to every case and a balanced workload to ensure retention of the best and brightest prosecutors for Oneida County.

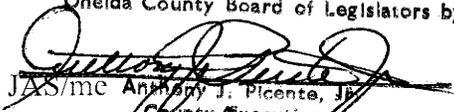
Thank you in advance for your consideration regarding this matter. If you have any questions regarding this matter, please feel free to contact me.

Respectfully submitted;



Scott D. McNamara  
Oneida County District Attorney

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



JAS/mc Anthony J. Picente, Jr.  
County Executive  
Date 4/1/08

91.

The Honorable Anthony J. Picente, Jr.

April 1, 2008

Page Three

cc: Hon. Gerald Fiorini, Chairman  
Hon. James D'Onofrio, Majority Leader  
Hon. Michael Hennessy, Minority Leader  
Hon. Les Porter, Chairman, Ways & Means Comm.  
Hon. Brian Miller, Chairman, Public Safety  
Thomas Keeler, Budget Director

92.

# ONEIDA COUNTY HEALTH DEPARTMENT

Adirondack Bank Building, 5<sup>th</sup> Floor, 185 Genesee St., Utica, NY 13501

**ANTHONY J. PICENTE, JR.**  
ONEIDA COUNTY EXECUTIVE

**NICHOLAS A. DEROSA**  
DIRECTOR OF HEALTH

## ADMINISTRATION

Phone: (315) 798-6400 Fax: (315) 266-6198



**Public Health**  
Prevent. Promote. Protect.



April 1, 2008

7/12008-236

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

## PUBLIC HEALTH

## WAYS & MEANS

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2008 APR -7 PM 2:13

When constructing our 2008 County budget we anticipate an *infrastructure* award of \$92,030 for the *Oneida County's Healthy Living Partnership Program*. On March 6, 2008 we were notified that we have been selected for funding for the *Integrated Cancer Services Program Breast, Cervical and Colorectal Cancer Screening Partnerships*.

The infrastructure contract for this award is valued at \$284,500, renewable annually for up to five years.

Under separate cover I have requested approval of two new positions in this cost center. These positions will be 100% grant funded.

As this grant begins on April 1, 2008 and training for new staff is scheduled for May 12, 2008, I am respectfully requesting that the Board of Legislators approve the following supplemental appropriation for the 2008 fiscal year.

In order to align the county budget with this additional \$192,470 of funding we are requesting the following supplemental appropriation for the 2008 fiscal year.

To: A4091.101 – Salaries.....	\$ 54,318
A4091.195 – Other Fees & Services.....	2,500
A4091.212 – Computer Equipment.....	1,490
A4091.411 – Office Supplies.....	843
A4091.455 – Travel – Daily Expenses.....	3,000
A4091.495 – Other Expenses.....	104,684
A4091.810 – Retirement.....	5,519
A4091.830 – Social Security.....	4,155
A4091.840 – Workers Compensation.....	1,575
A4091.850 – Unemployment Insurance.....	136
A4091.860 – Health Insurance.....	14,250
<b>Total:</b>	<b>\$192,470</b>

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

*Anthony J. Picente Jr.*  
County Executive

Date 4/4/08

93.

This appropriation will be supported by revenue in A3451 – State Aid–Healthy Women Partnership for \$192,470.

If you have any questions, please do not hesitate to contact me.

Sincerely,

---



Nicholas A. DeRosa  
Director of Public Health

Cc: T. Keeler, Director of Budget

**ONEIDA COUNTY DEPARTMENT OF HEALTH**

Date: 04-01-08

**ONEIDA COUNTY BOARD OF LEGISLATORS**

**APPROPRIATION / SUMMARY**

Appropriation   X    
Transfer       
Fiscal Year     

**1.) Appropriation or Transfer Description –**

<b>TO:</b>		
A4091.101 – Salaries		\$54,318
A4091.195 – Other Fees & Services		2,500
A4091.212 – Computer Equipment		1,490
A4091.411 – Office Supplies		843
A4091.455 – Travel – Daily Expenses		3,000
A4901.495 – Other Expenses		104,684
A4091.810 – Retirement		5,519
A4091.830 – Social Security		4,155
A4091.840 – Workers Compensation		1,575
A4091.850 – Unemployment Insurance		136
A4091.860 – Health Insurance		14,250
	<b>Total:</b>	<b>\$192,470</b>

**2.) Activity or Service –**

**Infrastructure funding to support the Integrated Cancer Services Program Breast, Cervical and Colorectal Cancer Screening Partnerships. This is a breast, cervical and colorectal screening program that provides outreach, community education and comprehensive breast, cervical and colorectal cancer screening service to uninsured/underinsured men and women.**

**This combines the Oneida County Health Department and Faxton-St. Luke's Healthcare programs into one comprehensive program. Oneida County will be the lead agency and subcontract with Faxton-St. Luke's Healthcare. This collaborated effort will service Oneida, Herkimer, and Madison counties.**

95.

**2.) Client population to be served –**

**The goal is to screen 1,403 people in the tri-county region: Herkimer County – 251, Madison County – 251, and Oneida County – 901.**

**3.) Explanation of Appropriation /Transfer –**

**This infrastructure amount is larger than the approved 2008 budget amount.**

**5.) Funding Source -**

**These services are 100% reimburse through the New York State Department**

**Oneida County Department Staff Comments:**



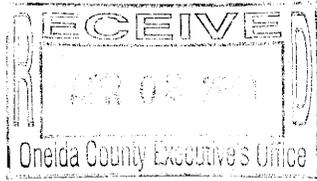
OFFICE OF THE SHERIFF

DANIEL G. MIDDGAUGH  
SHERIFF

COUNTY OF ONEIDA

M. PETER PARAVATI  
UNDERSHERIFF

April 1, 2008



FN 2008-237

**PUBLIC SAFETY  
WAYS & MEANS**

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2008 APR -9 AM 9:16

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

Re: New York State Homeland Security: Contract WMO7835072  
Establish Capital Project H-409

Dear Tony,

Please find enclosed a copy of the application, award letter, and signature page of the contract you signed for the 2007 LETPP Grant. This grant is shared with other law enforcement agencies in the county. It is the third time we have accepted the grant funds.

In order to keep a proper accounting of these funds it will be necessary to establish a capital account due to fact these funds will be spent over several budget periods.

I therefore request you to direct the Board of Legislators to approve the following:

- A. Establishment of **Capital Project H-409 – NYS Homeland Security Contract #WM07835072**, and
- B. Funding for Capital Project H-409 as follows:

H-409 State Aid..... \$185,000.00

If you have any questions, please feel free to contact Captain Antanavige @ 765-2213.

Sincerely,

Daniel G. Middaugh  
Sheriff

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

Anthony J. Picente, Jr.  
County Executive  
Date 4/7/08

<b>Administrative Office</b> 6065 Judd Road Oriskany, NY 13424 Voice (315) 736-8364 Fax (315) 765-2205	<b>Law Enforcement Division</b> 6065 Judd Road Oriskany, NY 13424 Voice (315) 736-0141 Fax (315) 736-7946	<b>Correction Division</b> 6075 Judd Road Oriskany, NY 13424 Voice (315) 768-7804 Fax (315) 765-2327	<b>Civil Division</b> 200 Elizabeth Street Utica, NY 13501 Voice (315) 798-5862 Fax (315) 798-6495
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97.



New York State  
Office of Homeland Security

DIRECTOR  
F. DAVID SHEPPARD

March 3, 2008

Richard Antanavige  
Captain  
Oneida County Sheriff's Office  
6065 Judd Road  
Oriskany, NY 13424

Dear Captain Antanavige:

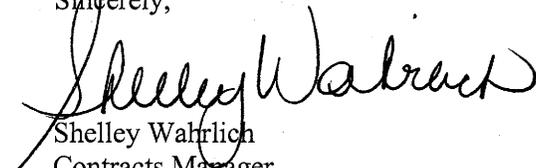
Enclosed is a contract, along with five additional cover pages, for the FY07 Homeland Security Grant Program between the Office of Homeland Security (OHS) and Oneida County Sheriff's Office. If your organization accepts the award, please have the contract and the five additional cover pages signed and notarized on the signature line on each of the contract cover pages. The complete contract package, including all six (6) signed original, notarized contract cover pages, must be returned to us no later than March 24, 2008.

This grant award agreement does not constitute a formal contract between your organization and OHS until either approved by this agency or executed by the New York State Comptroller. Contracts for awards which are less than \$50,000 do not need to be processed by the Comptroller and, therefore, will not be stamped by that office. A contract for awards greater than \$50,000 must be reviewed and approved by the Comptroller's Office and, therefore, will be stamped by that office.

You are obligated to account for the expenditure of these funds in a timely manner and on the prescribed forms. Expenditures must be made in accordance with the guidelines of the State Homeland Security Program and as stated in the program workplan and budgeted for in the contract budget.

If you have any questions or require further assistance, please contact me at (518) 485-7241. Thank you for your continued cooperation.

Sincerely,

  
Shelley Wahrlich  
Contracts Manager

Enclosures

98

STATE AGENCY:  
New York State Office of Homeland Security  
1220 Washington Avenue  
Albany, NY 12242

NYS COMPTROLLER'S NUMBER: **C835072**  
(Contract Number)

ORIGINATING AGENCY CODE: **01077**

GRANTEE/CONTRACTOR: (Name & Address)

Oneida County  
800 Park Avenue  
Utica, NY 13501

TYPE OF PROGRAM(S): **WM2007 LETPP**  
**CFDA# 97.067**

OHS NUMBER(S): **WM07835072**

FEDERAL TAX IDENTIFICATION NO: **15-6000460**

INITIAL CONTRACT PERIOD:

MUNICIPALITY NO (if applicable): **300100000 000**

FROM: **07/01/2007** TO: **06/30/2010**

FUNDING AMOUNT FOR INITIAL PERIOD: **\$ 185,000**

STATUS: Contractor is **not a sectarian entity.**  
Contractor is **not a not-for-profit organization**

MULTI-YEAR TERM (if applicable):

FROM: TO:

CHARITIES REGISTRATION NO:

APPENDICES ATTACHED AND PART OF THIS AGREEMENT

Contractor has \_\_\_/ has not \_\_\_ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.

If 'Exempt' is entered above, reason for exemption: \_\_\_

APPENDIX A Standard Clauses required by the Attorney General for all State contracts

APPENDIX A-1 Agency-Specific Clauses

APPENDIX B Budget

APPENDIX C Payment and Reporting Schedule

APPENDIX D Program Workplan

\_\_\_ APPENDIX X Modification of Agreement Form (to accompany modified appendices for changes in terms or considerations on an existing period or for renewal periods)

\_\_\_ OHS-55 Budget Amendment/Grant Extension Request

\_\_\_ Other -- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

IN WITNESS THEREOF, the parties hereto have executed or approved this AGREEMENT on the dates indicated below.

NYS OFFICE OF HOMELAND SECURITY

By: \_\_\_\_\_ Date: \_\_\_\_\_  
William T. Bowen, Assistant Director

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

GRANTEE:

By: [Signature]  
Hon. Anthony J. Picente, County Executive

Date: 3-14-08  
**JULIE A. SMITH**  
Notary Public  
No. 4950669

STATE OF NEW YORK

County of Oneida

County of Oneida, State of N.Y.  
My Commission Expires May 8/11

On this 14 day of Mar, 2008, before me personally came Anthony J. Picente, to me known, who being duly sworn, did depose and say that (s)he resides in Utica, that (s)he is the County Exec of the County of Oneida, the Grantee described in and which executed the foregoing instrument; that it was so executed by the authority of the Grantee, and that (s)he signed his/her name hereto by like order.

(Notary) [Signature]

ATTORNEY GENERAL'S SIGNATURE

APPROVED:  
**THOMAS P. DINAPOLI,**  
STATE COMPTROLLER

Title: \_\_\_\_\_

By: \_\_\_\_\_

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

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

99.

STATE OF NEW YORK  
AGREEMENT

This AGREEMENT is hereby made by and between the State of New York agency (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and

WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;

NOW THEREFORE, in consideration of the promises, responsibilities and covenants herein, the STATE and the CONTRACTOR agree as follows:

I. Conditions of Agreement

- A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X). Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.
- 
- B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix for that PERIOD.
- C. This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.
- D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement (the attached Appendix X is the blank form to be used). Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.

To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, or change in the term, is subject to the approval of the Office of the State

Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A-1.

- E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.
- F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.
- G. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

## II. Payment and Reporting

- A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.
- B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.
- C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

## III. Terminations

- A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.
- B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.

- C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A-1.
- D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.
- E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.
- F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

#### IV. Indemnification

- A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.

- 
- B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claim, demand or application to or for any right based upon any different status.

#### V. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules or regulations, or as stated in Appendix A-1.

#### VI Safeguards for Services and Confidentiality

- A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

- B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.
- C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract an in conformity with applicable provisions of the laws and regulations, or specified in Appendix A-1.

**APPENDIX A**

**STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS**

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**PLEASE RETAIN THIS DOCUMENT  
FOR FUTURE REFERENCE.**

104.

June, 2006

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13. Conflicting Terms
14. ~~Governing Law~~

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15. Late Payment
16. No Arbitration
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18. Prohibition on Purchase of Tropical Hardwoods
19. MacBride Fair Employment Principles
20. Omnibus Procurement Act of 1992
21. Reciprocity and Sanctions Provisions
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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).
4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the

performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.
7. **NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.
8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).
9. **SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.
10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor

within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.** (a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) PRIVACY NOTIFICATION. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment,

employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

**13. CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

**14. GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

**15. LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

**16. NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

**17. SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

**18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

**19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

**20. OMNIBUS PROCUREMENT ACT OF 1992.** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development  
Division for Small Business  
30 South Pearl St -- 7<sup>th</sup> Floor  
Albany, New York 12245  
Telephone: 518-292-5220  
Fax: 518-292-5884  
<http://www.empire.state.ny.us>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
30 South Pearl St -- 2nd Floor  
Albany, New York 12245  
Telephone: 518-292-5250  
Fax: 518-292-5803  
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

**21. RECIPROCITY AND SANCTIONS PROVISIONS.** Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

**22. PURCHASES OF APPAREL.** In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

**APPENDIX A-1**  
**AGENCY-SPECIFIC CLAUSES**

**General Terms and Conditions:**

1. If this Agreement exceeds \$50,000, it shall not take effect until it is executed by the parties hereto and approved by the Attorney General and the Comptroller of the State of New York. If this Agreement is \$15,000 or less, it shall not take effect until it is executed by both parties.

If this Agreement ranges in dollar amount from \$15,000.01 to \$50,000, execution is contingent upon the appropriation. If the Agreement utilizes funds appropriated *prior to* April 1, 2006, it shall not take effect until it is executed by the parties hereto and approved by the Attorney General and the Comptroller of the State of New York. If the Agreement utilizes funds appropriated *on or after* April 1, 2006, it shall not take effect until it is executed by both parties.

2. The failure of a party to enforce a contractual obligation shall not eliminate the other party's obligation to perform such contractual obligation.
3. In the event that any provision of this Agreement is determined to be null and void, all remaining provisions shall continue to be in full force and effect.
4. If applicable, the Grantee agrees to obtain not-for-profit status, a federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish OHS with this information as soon as it is available.
5. The Grantee agrees, as a material condition of the Agreement, to comply with all applicable provisions of the Hatch Act (5 U.S.C. 1501 et seq.) as amended.
6. The Grantee shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 889-aa; State Technology Law Section 208). The Grantee shall be liable for the costs associated with such breach if caused by the Grantee's negligent or willful acts or omissions, or the negligent or willful actions or omissions of Grantee's agents, officers, employees or sub-grantees.
7. Consistent with the NYS Office of the State Comptroller's Bulletin No. G-221, all non-governmental (non-profit and commercial) organizations scheduled to receive grant funding from OHS must comply with Vendor Responsibility requirements.

**Budget Requirements:**

8. The Grantee is not permitted to make any changes to the contract budget without the written approval of OHS.
9. Space rental provided by this Agreement must be supported by a written lease, maintained on file and made available by the Grantee upon request.
10. The Grantee's request for travel, meals or lodging reimbursement shall be in accordance

with Appendix B, Budget, and, unless written authorization has been received from OHS, shall not exceed rates authorized by the NYS Office of the State Comptroller (Audit and Control).

Rates may be viewed online at: <http://www.osc.state.ny.us/agencies/travel/travel.htm>

11. The Grantee's employment of a consultant must be supported by a written agreement executed by the Grantee and the consultant. A consultant is defined as an individual or organization hired by the Grantee for the stated purpose of accomplishing a specific task relative to the funded project. All consultant services must be obtained in a manner that provides for fair and open competition. The Grantee shall retain copies of all solicitations seeking a consultant, written agreements and documentation justifying the cost and selection of the consultant, and make them available to OHS upon request. The Grantee further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Agreement and the Grantee must guarantee the work of the consultant as if it were its own.
- A. Unless a special condition applies to this contract, the rate for consultant services shall be reasonable and consistent with the amount paid for similar services in the marketplace. Time and effort reports are required for consultants.
- B. In addition to the above requirements, a Grantee that is a local government or a not-for-profit must adhere to the following guidelines at a minimum when obtaining consultant services:
- i. Consultant services that cost up to \$999 under this grant agreement can be obtained at the Grantee's discretion.
  - ii. Consultant services that cost between \$1,000 and \$4,999 under this grant agreement must be supported by at least three telephone quotes and a record created of such quotes.
  - iii. Consultant services that cost between \$5,000 and \$9,999 under this grant agreement must be supported by at least three written quotes on a vendor's stationery and a record maintained of the competitive procurement process utilized.
  - iv. A Grantee obtaining consultant services that cost in excess of \$10,000 must use a formal competitive bidding process. Guidance may be obtained from OHS. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of the competitive procurement process.
- C. A Grantee who proposes to obtain consultant services from a particular vendor

without competitive bidding must obtain the prior written approval of OHS. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such consultant services must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Homeland Security. A copy of OHS' approval must also be submitted with the voucher for payment.

12. Applicable equipment purchased with funds provided by this Agreement as listed in the Appendix B, Budget, and costing \$5,000 or more per unit, shall be assigned a unique inventory number. The grantee must conduct and document an inventory of all applicable equipment purchased with grant funds as the equipment is received. A copy of the inventory records with relevant purchasing and supporting documentation must be made available to OHS upon request. Upon completion of all contractual requirements by the Grantee, OHS will consider a request for continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in connection with a public security program. When disposing of equipment purchased with homeland security grant funding a state agency must dispose of equipment in accordance with State Laws and procedures. All other grantees shall dispose of equipment as follows:
- A. Items of equipment with a current per unit market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to the awarding agency.
  - B. Items of equipment with a current per unit fair market value of \$5,000 or more may be retained or sold. If sold, the awarding agency shall have a right to an amount calculated by multiplying the proceeds from the sale by the awarding agency's share of the equipment. If retained, the current market value is to be used in the calculation. To remit payments, award recipients should contact OHS at 1-866-837-9133 for guidance.

The Grantee further agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows:

“Purchased with funds provided by the U.S. Department of Homeland Security.”

13. Written justification and documentation for all procurements must be maintained on file, and made available to OHS upon request. All procurements must be made in a fair and open manner and in accordance with the pre-determined methodology established for evaluating bids (e.g., lowest responsible bidder or best value).
- A. A Grantee that is a state entity must make all procurements in accordance with State Finance Law Article 11, and any other applicable regulations.
  - B. A Grantee that is a local government must make procurements in accordance with General Municipal Law Article 5-A and any other applicable regulations.

C. A Grantee that is a not-for-profit must also make all procurements as noted below:

- i. If the Grantee is eligible to purchase an item or service from a government contract or is able to purchase such item or service elsewhere at a lower than or equal price, then such purchase may be made immediately.
  - ii. A Grantee may purchase any single piece of equipment, single service or multiples of each that cost up to \$999 at its discretion.
  - iii. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$1,000 and \$4,999, a Grantee must secure at least three telephone quotes and create a record for audit of such quotes.
  - iv. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$5,000 and \$9,999, the Grantee must secure at least three written quotes on a vendor's stationery and maintain a record of the competitive procurement process for audit purposes.
  - v. A Grantee spending in aggregate of \$10,000 and above must use a formal competitive bidding process. Guidance may be obtained from OHS. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.
- 
- vi. A Grantee who proposes to purchase from a particular vendor without competitive bidding must obtain the prior written approval of OHS. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such procurement must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Homeland Security. A copy of OHS' approval must also be submitted with the voucher for payment.

**Reimbursement and Reporting Requirements – Fiscal and Programmatic (See Appendix C for additional details):**

14. The Grantee shall submit detailed itemization forms or a form deemed acceptable to OHS for personal service, fringe benefit and non-personal service expenditures with any voucher and fiscal cost reports requesting reimbursement. Grant-related expenditures shall be reported on Fiscal Cost Reports approved by OHS. These reports must be prepared periodically and as defined in Appendix C of this Agreement. All reported expenditures must reconcile to the program accounting records and the approved budget. Prior period adjustments shall be reported in the same accounting period that the correction is made.
15. The Grantee shall submit program progress reports and a final report as specified in

## Appendix C.

16. Where advance payments are approved by OHS, the Grantee agrees to expend the advance payments in accordance with the purposes set forth in Appendix D and consistent with Appendix B. The advanced funds must be placed in an interest-bearing account and are subject to the rules outlined in the Uniform Rule 28 CFR Part 66, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, which requires grantees to promptly remit back to the federal government, through New York State, any interest earned on these advanced funds. The grantee may keep interest earned up to \$100 per federal fiscal year if a local unit of government and \$250 per federal fiscal year if a not-for-profit for administrative expenses. This maximum limit is not per award; it is inclusive of all interest earned as the result of all federal grant program funds received per year.

Interest must be reported on Fiscal Cost Reports and remitted quarterly.

**Accounting for Grant Expenditures:**

17. Grant funds may be expended only for purposes and activities set forth in this Agreement. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures. If the Grantee receives funding from two or more sources, all necessary steps must be taken to ensure that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.). Grantee agrees it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.

This Agreement may be subject to fiscal audits by OHS, the State Comptroller's Office, pertinent federal agencies, and other designated entities to ascertain financial compliance with Federal and/or State laws, regulations, and guidelines applicable to this Agreement. Such audits may include review of the Grantee's accounting, financial, and reporting practices to determine compliance with the Agreement and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable Federal, State, and OHS guidelines.

18. None of the goals, objectives or tasks set forth in Appendix D shall be subawarded to another organization without specific prior written approval by OHS. Where the intention to make subawards is clearly indicated in the application, OHS approval is deemed given, if these activities are funded as proposed.

If this Agreement makes provisions for the Grantee to subgrant funds to other recipients, the Grantee agrees that all subgrantees shall be held accountable by the Grantee for all terms and conditions set forth in this Agreement. The Grantee further agrees that it shall

assume sole and complete responsibility for fulfilling all the obligations set forth in the Agreement and the Grantee must guarantee the work of any subgrantee as if it were its own.

The Grantee agrees that all subgrantee arrangements shall be formalized in writing between the parties involved. The writing must, at a minimum, include the following information:

- ❖ Activities to be performed;
- ❖ Time schedule;
- ❖ Project policies;
- ❖ Other policies and procedures to be followed;
- ❖ Dollar limitation of the Agreement;
- ❖ Appendix A, Appendix A-1, Appendix C, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the Agreement; and
- ❖ Applicable Federal and/or State cost principles to be used in determining allowable costs.

The Grantee will not be reimbursed for subgranted funds unless all expenditures by a subgrantee are listed on detailed itemization forms or a form deemed acceptable to OHS. Backup documentation for such expenditures must be made available to OHS upon request. All expenditures must be programmatically consistent with the goals and objectives of this Agreement and with the Budget set forth in Appendix B.

#### **Federal Requirements:**

19. The Grantee must maintain specific documentation as support for project related personal service expenditures as this contract is supported by federal funds. Depending upon the nature or extent of personal service provided under this Agreement, the Grantee shall maintain semi-annual (or more frequent) personal service certifications and/or an after-the-fact personnel activity reporting system (or equivalent) which complies with the requirements of the Federal Office of Management and Budget (OMB) Circulars A-21, A-87 or A-122, as applicable.
20. In accordance with federal requirements, a Grantee which receives during its fiscal year \$500,000 or more of Federal funds from all sources, including this Agreement, must agree to have an independent audit of such Federal funds conducted in accordance with the Federal Office of Management and Budget (OMB) Circular A-133. OMB Circular A-133 further requires that the final report for such audit be completed within nine months of the end of the Grantee's fiscal year. The Grantee further agrees to provide one copy of such audit report(s) to OHS within nine months of the end of its fiscal year(s).

For the convenience of the Grantee, the following OMB circulars are noted as the most common applicable to federal funds passed through OHS:

- ❖ OMB Circular A-21, Cost Principles for Educational Institutions;
- ❖ OMB Circular A-87, Cost Principles for State, Local and Indian Tribal Governments;

- ❖ OMB Circular A-102, 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, Hospitals and Other Non-Profit Organizations;
- ❖ OMB Circular A-122, Cost Principles for Non-Profit Organizations;
- ❖ OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.

Additional circulars may be applicable; it is incumbent upon the Grantee to become familiar with and comply with the terms and conditions of all applicable circulars. The Grantee must ensure full compliance with all cost documentation requirements, including specific personal service documentation, as applicable directly to the grantee, sub-recipient or collaborative agency/organization. Failure to do so may result in disallowance of costs upon audit.

The most current version of all Federal OMB Circulars may be viewed on-line at: [www.whitehouse.gov/omb/circulars](http://www.whitehouse.gov/omb/circulars).

21. Program income earned by the Grantee during the grant funding period must be reported in writing to OHS, in addition to any other statutory reporting requirements. Program income consists of income earned by the grant recipient that is directly generated by a supported activity or earned as a result of the grant program. Program income includes, but is not limited to, income from fees for services performed, the use of rental or real or personal property acquired under Federal funded projects, the sale of commodities or items fabricated under an award, license fees and royalties on patents and copyrights and interest on loans made with Federal award funds. For example, if the purpose of a grant is to conduct conferences, any training fees that are generated would be considered program income. Interest earned on grant funds is not considered program income unless specified in Appendix D. The Grantee agrees to report the receipt and expenditures of grant program income to OHS. Program income (not to include interest earned), generated by the use of these grant funds will be used to enhance the grant project.
22. Any creative or literary work developed or commissioned by the Grantee with grant support provided by OHS shall become the property of OHS, entitling OHS to assert a copyright therein, unless the parties have expressly agreed otherwise in a written instrument signed by them.
  - A. If OHS shares its right to copyright such work with the Grantee, OHS reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) any rights of copyright to which a Grantee, Subgrantee, or a Contractor purchases ownership with grant support.
  - B. If the grant support provided by OHS is federally sponsored, the federal awarding agency also reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright

in any work developed under a grant, subgrant or contract under a grant or subgrant; and (b) any rights of copyright to which a Grantee, Subgrantee, or a Contractor purchases ownership with such grant support.

- C. The Grantee shall submit one copy of all reports and publications resulting from this Agreement to OHS. Any document generated pursuant to this grant must contain the following language:

“This project was supported by a grant administered by the New York State Office of Homeland Security and the U.S. Department of Homeland Security. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the New York State Office of Homeland Security or the U.S. Department of Homeland Security.”

**Amendment, Suspension, Termination of Contract:**

23. The Grantee agrees that if the project is not operational within 60 days of the original starting date of the grant period, it will report by letter to OHS the steps taken to initiate the project, the reasons for delay, and the expected starting date. If the project is not operational within 90 days of the original starting date of the grant period, the grantee will submit a second statement to OHS explaining the delay. The State may either cancel the project and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.
24. OHS will be allowed to extend, renew, increase, amend, decrease or terminate this contract, upon appropriate approval of the Attorney General and the Office of the State Comptroller as follows:
- 
- A. The term of this contract may be automatically renewed or extended in conjunction with the renewal or extension of the federal grant award from which this contract is funded, not to exceed a term of five years from the initial start date.
- B. The amount of this contract may be increased provided the funds are used in accordance with the guidelines associated with this contract grant application kit, as outlined in Appendix D, and the scope of work has not substantially changed.
- C. This contract may be terminated for convenience upon thirty (30) days' notice to the Grantee. OHS may terminate this contract for cause or decrease its funded amounts, pursuant to the provisions in Section 25 or 26 of this Appendix.
25. OHS reserves the right to suspend program funds if the Grantee is found to be in noncompliance with the provisions of this Agreement or other grant agreements between the Grantee and OHS or, if the Grantee or principals of the Grantee are under investigation by a New York State or local law enforcement agency for noncompliance with State or Federal laws or regulatory provisions or, if in OHS' judgment, the services provided by the Grantee under the Agreement are unsatisfactory or untimely. OHS shall provide the Grantee with written notice of noncompliance. Upon the Grantee's failure to correct or comply with the written notice by OHS, OHS reserves the right to terminate this

Agreement, recoup funds and recover any assets purchased with the proceeds of this Agreement. OHS reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon issuance of a final audit report and appropriate notification to the Grantee, or upon reasonable assurance that the Grantee is not in compliance with Agreement terms.

#### **Availability of Funds:**

26. If for any reason the State of New York or the federal government terminates its appropriation through OHS or fails to pay the full amount of the allocation for the operation of this program, this Agreement may be terminated or reduced at the discretion of OHS, provided that no such reduction or termination shall apply to allowable costs already incurred by the Grantee where funds are available to OHS for payment of such costs. Upon termination or reduction of the Agreement, all remaining funds paid to the Grantee that are not subject to allowable costs already incurred by the Grantee shall be returned to OHS. In any event, no liability shall be incurred by OHS or by the State of New York beyond monies available for the purposes of this Agreement. The Grantee acknowledges that any funds due to OHS because of disallowed expenditures after audit shall be its responsibility.
27. Unless otherwise specified, in accordance with the State Finance Law, the availability of Federal and State funds budgeted as local assistance shall cease on September 15<sup>th</sup> of the year following the fiscal year in which the funds were appropriated, unless such funds are reappropriated in the State Budget by the New York State Legislature. When local assistance funds are not reappropriated, vouchers must be received by OHS by August 1st of the year following the fiscal year in which the funds were appropriated to ensure reimbursement.

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#### **Retention of Records:**

28. Original records must be retained for six years following the submission of the final claim against this Agreement or the end of the contract period, if later. In cases where litigation, a claim, or an audit is ongoing, the records must be retained until formal completion of the action and resolution of issues or the end of the six year period, whichever is later. In the event of an audit, the project manager or a designated responsible party must be prepared to produce source documents that substantiate claimed expenditures. OHS requires that all documentation materials be organized, readily accessible, and cross-referenced to the Fiscal Cost Reports previously submitted. If fiscal records, such as purchase orders, vouchers, payroll registers, payroll tax records, etc., are to be kept in a fiscal office which is separate and apart from the program office, the project manager must have access to these original records. Such fiscal records must readily identify the associated project. In addition, a separate set of records must be retained for each project year.

Appendix B - Project Budget		
<u>DESCRIPTION</u>	<u>GRANT AMOUNT</u>	<u>MATCH AMOUNT</u>
<b>Oneida County</b>		
<b>Equipment</b>		
Tactical Body Armor	\$5,400	\$0
Tactical Ballistic Helmets	\$1,200	\$0
Respirator, Air-Purifying , Full-Face, Tight Fitting, Negative Pressure, CBRN	\$1,800	\$0
APR, CBRN, Canister	\$900	\$0
Radio Lash headsets	\$2,700	\$0
Dispatch system, Computer Aided	\$50,250	\$0
Automatic Vehicle Locating Systems (AVL)	\$122,750	\$0
	<b>\$185,000</b>	<b>\$0</b>
	<b>Grant Total:</b>	<b>\$185,000</b>
		<b>\$0</b>

# ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.  
ONEIDA COUNTY EXECUTIVE

NICHOLAS A. DEROSA  
DIRECTOR OF HEALTH

## ADMINISTRATION

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



**Public Health**  
Prevent. Promote. Protect.



RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2008 APR -7 PM 2:16

IN 2008-238

**PUBLIC HEALTH**

**WAYS & MEANS**

March 26, 2008

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

Dear Mr. Picente:

Re: Drinking Water Enhancement Program  
C-023495

Attached are five (5) copies of a contract between Oneida County through its Health Department and the New York State Department of Health – Bureau of Water Supply Protection for the Environmental Health Program.

The Environmental Health Division's public water supply program is responsible for the oversight of public and certain non-public water supplies in Oneida County. The goal of this program is to ensure that the public is protected from waterborne disease and contamination, both naturally occurring and manmade. The Health Department provides for investigation, enforcement and emergency response that could impact water supplies. The term of this agreement shall become effective April 1, 2008 and remain in effect until March 31, 2009. Reimbursement to Oneida County will be in the amount of \$161,000. **No county monies will be expended as this reimbursement is 100% state funded.**

If this meets with your approval, please sign where indicated and submit to the Board of Legislators.

Sincerely,

Nicholas A. DeRosa  
Director of Health

attachments  
ry

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

Anthony J. Picente, Jr.  
County Executive

4/4/08

119.





Anthony J. Picente, Jr.  
County Executive

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



Linda M. Nelson  
Acting Director

235 Elizabeth Street, Utica, NY 13501

Phone 315-798-5456

Fax 315-798-6444

E-mail. ofa@ocgov.net

March 24, 2008

*FN2008-239*

**PUBLIC HEALTH  
WAYS & MEANS**

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2008 APR -7 PM 2:14

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

Dear Mr. Picente:

Enclosed please find the Agreement between Cathie Lee's Home Health Care and Oneida County Office for the Aging/Office of Continuing Care.

This contract is for the purchase of home care services for elderly homebound individuals. Care is provided as part of a New York State program that provides personal care to frail seniors through the EISEP (Expanded In-Home Services for the Elderly Program). Cathie Lee's Home Health Care is one of five home care agencies to provide this care. State (75%) and County (25%) dollars support this program with the County share being \$24,500.00.

The terms of this agreement commence April 1, 2008 and terminate March 31, 2009.

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

Sincerely,

Linda M. Nelson, LMSW  
Acting Director

LMN/grb  
Enc.

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

Anthony J. Picente, Jr.  
County Executive

Date 4/4/08

*121.*

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: Cathy lee's Home Health Care Providers**

**Title of Activity or Service: Home Health Care Agency**

**Proposed Dates of Operation: April 1, 2008 to March 31, 2009**

**Client Population/Number to be Served: Per Diem: authorized OFA/OCC clients, age 60 or older. 5765 hours of personal care are provided to approximately 28 individuals through this contract. Individuals average four hours per week**

**Summary Statements:**

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

**Total Funding Requested: \$98,000.00**

**Oneida County Department Funding Recommendation: Acct # 6774.49599**

**Proposed funding Source (Federal/State/County): projected amount \$98,000.00  
State 75% (\$73,500.00) County 25% (\$24,500.00)**

**Cost per Client Served: \$17.00 per hour**

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

**Oneida County Department Staff Comments:**

122

JOSEPH J. TIMPANO  
Comptroller



SHERYL A. BROWN  
Deputy Comptroller

DEBORAH S. JOANIS  
Deputy Comptroller - Administration

**ONEIDA COUNTY DEPARTMENT OF AUDIT & CONTROL**

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

(315) 798-5780 • Fax: (315) 798-6415

E-Mail: [jtimpano@ocgov.net](mailto:jtimpano@ocgov.net)

April 1, 2008

*FN 2008-240*

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

**WAYS & MEANS**

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2008 APR -7 PM 2:16

Dear Tony,

Please find attached a refunding bond resolution for adoption by the full board of legislators.

The issues to be refunded are the 1998 and 1999 public improvement serial bonds. As of this writing, the respective remaining par amounts are \$5,925,000 and \$4,990,000.

Also included as part of this resolution is a preliminary (estimated) refunding (savings) plan. Again, as of this writing, total budgetary savings on this refinancing transaction will be about \$370,000.

If you agree with this proposal, please forward all enclosed documents to the Clerk of the Board for committee and full board adoption.

Thank you.

With kind regards, I am

Joseph J. Timpano  
Oneida County Comptroller

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

Anthony J. Picente, Jr.  
County Executive

Date 4/4/08

cc: Sheryl Brown, w/attachments  
Sue Crabtree, w/attachments  
Linda Dillon, w/attachments  
Joyce Smith, w/attachments

*123*

**SUMMARY OF**

**REFUNDING BOND RESOLUTION DATED APRIL , 2008.**

A RESOLUTION AUTHORIZING THE ISSUANCE PURSUANT TO SECTION 90.10 OF THE LOCAL FINANCE LAW OF REFUNDING BONDS OF THE COUNTY OF ONEIDA, NEW YORK, TO BE DESIGNATED SUBSTANTIALLY "PUBLIC IMPROVEMENT REFUNDING (SERIAL) BONDS", AND PROVIDING FOR OTHER MATTERS IN RELATION THERETO AND THE PAYMENT OF THE BONDS TO BE REFUNDED THEREBY.

WHEREAS, Oneida County, New York (hereinafter, the "County") heretofore issued Various Purposes Serial Bonds in 1998 (the "1998 Refunded Bonds"); and

WHEREAS, the "County heretofore issued Various Purposes Serial Bonds in 1999 (the "1999 Refunded Bonds and, together with the 1998 Refunded Bonds, the "Refunded Bonds"); and

WHEREAS, it would be in the public interest to refund all or a portion of the outstanding principal balance of the Refunded Bonds by the issuance of refunding bonds pursuant to Section 90.10 of the Local Finance Law; and

WHEREAS, such refunding will only be undertaken if it results in present value savings in debt service as required by Section 90.10 of the Local Finance Law; NOW, THEREFORE, BE IT

RESOLVED, by the County Legislature of Oneida County, New York, as follows:

Section 1. For the object or purpose of refunding the outstanding principal balance of the Refunded Bonds as more fully set forth in the Refunding Financial Plan (hereinafter defined), including providing moneys which, together with the interest earned from the investment of certain of the proceeds of the refunding bonds herein authorized, shall be sufficient to pay (i) the principal amount of such Refunded Bonds, (ii) the aggregate amount of unmatured interest

payable on such Refunded Bonds to and including the date on which the Refunded Bonds which are callable are to be called prior to their respective maturities in accordance with the refunding financial plan, as hereinafter defined, (iii) the costs and expenses incidental to the issuance of the refunding bonds herein authorized, including the development of the refunding financial plan, as hereinafter defined, compensation to the underwriter or underwriters, as hereinafter defined, costs and expenses of executing and performing the terms and conditions of the escrow contract or contracts, as hereinafter defined, and fees and charges of the escrow holder or holders, as hereinafter mentioned, (iv) the redemption premium to be paid on such Refunded Bonds which are to be called prior to their respective maturities, and (v) the premium or premiums for a policy or policies of municipal bond insurance or cost or costs of other credit enhancement facility or facilities, for the refunding bonds herein authorized, or any portion thereof, there are hereby authorized to be issued not exceeding \$11,300,000 refunding serial bonds of the County pursuant to the provisions of Section 90.10 of the Local Finance Law (the "Refunding Bonds"), it being anticipated that the amount of Refunding Bonds actually to be issued will be approximately \$10,915,000, as provided in Section 4 hereof. The Refunding Bonds described herein are hereby authorized to be consolidated for purposes of sale in one or more refunding serial bond issues.

Section 2. The Refunding Bonds may be subject to redemption prior to maturity upon such terms as the County Comptroller shall prescribe, which terms shall be in compliance with the requirements of Section 53.00 (b) of the Local Finance Law.

Principal and interest on the Refunding Bonds will be payable in lawful money of the United States of America.

The County Comptroller is hereby further delegated all powers of this County Legislature with respect to agreements for credit enhancement, derived from and pursuant to Section 168.00

of the Local Finance Law, for said Refunding Bonds, including, but not limited to the determination of the provider of such credit enhancement facility or facilities and the terms and contents of any agreement or agreements related thereto.

Section 3. It is hereby determined that:

(a) the maximum amount of the Refunding Bonds authorized to be issued pursuant to this resolution does not exceed the limitation imposed by subdivision 1 of paragraph b of Section 90.10 of the Local Finance Law;

(b) the maximum period of probable usefulness permitted by law at the time of the issuance of the Refunded Bonds for each object or purpose for which such Refunded Bonds were issued is as specified the bond certificates relating to the Refunded Bonds which are incorporated herein by reference;

(c) the last installment of the Refunding Bonds will mature not later than the expiration of the respective period of probable usefulness of the objects or purposes for which said Refunded Bonds were issued in accordance with the provisions of subdivision 1 of paragraph c of Section 90.10 of the Local Finance Law;

(d) the estimated present value of the total debt service savings anticipated as a result of the issuance of the Refunding Bonds, computed in accordance with the provisions of subdivision 2 of paragraph b of Section 90.10 of the Local Finance Law, with regard to the Refunded Bonds is \$340,911.

Section 4. The financial plan for the refunding authorized by this resolution (the "Refunding Financial Plan"), showing the sources and amounts of all moneys required to accomplish such refunding, the estimated present value of the total debt service savings and the basis for the computation of the aforesaid estimated present value of total debt service savings,

are set forth in Exhibit A of the complete resolution which is not published herewith. The Refunding Financial Plan has been prepared based upon the assumption that the Refunding Bonds will be issued in one series, and that the Refunding Bonds will mature, be of such terms, and bear interest as set forth on such Exhibit A. This County Legislature recognizes that the Refunding Bonds may be issued in one or more series, and for only portions thereof, that the amount of the Refunding Bonds, maturities, terms, and interest rate or rates borne by the Refunding Bonds to be issued by the County will most probably be different from such assumptions and that the Refunding Financial Plan will also most probably be different from that set forth in Exhibit A. The County Comptroller is hereby authorized and directed to determine the amount of the Refunding Bonds to be issued, the date or dates of such bonds and the date or dates of issue, maturities and terms thereof, the provisions relating to the redemption of Refunding Bonds prior to maturity, whether the Refunding Bonds will be insured by a policy or policies of municipal bond insurance or otherwise enhanced by a credit enhancement facility or facilities, whether the Refunding Bonds shall be sold at a discount in the manner authorized by paragraph e of Section 57.00 of the Local Finance Law, and the rate or rates of interest to be borne thereby, whether the Refunding Bonds shall be issued having substantially level or declining annual debt service and all matters related thereto, and to prepare, or cause to be provided, a final Refunding Financial Plan for the Refunding Bonds and all powers in connection therewith are hereby delegated to the County Comptroller; provided, that the terms of the Refunding Bonds to be issued, including the rate or rates of interest borne thereby, shall comply with the requirements of Section 90.10 of the Local Finance Law. The County Comptroller shall file a copy of his certificate determining the details of the Refunding Bonds and the final

127.

Refunding Financial Plan with the Clerk of the County Legislature not later than ten (10) days after the delivery of the Refunding Bonds, as herein provided.

Section 5. The County Comptroller is hereby authorized and directed to enter into an escrow contract or contracts (collectively the "Escrow Contract") with a bank or trust company, or with banks or trust companies, located and authorized to do business in this State as said County Comptroller shall designate (collectively the "Escrow Holder") for the purpose of having the Escrow Holder act, in connection with the Refunding Bonds, as the escrow holder to perform the services described in Section 90.10 of the Local Finance Law.

Section 6. The faith and credit of said Oneida County, New York, are hereby irrevocably pledged to the payment of the principal of and interest on the Refunding Bonds as the same become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. There shall be annually levied on all the taxable real property in said County a tax sufficient to pay the principal of and interest on such Refunding Bonds as the same become due and payable.

Section 7. The Refunding Bonds shall be sold for purchase prices to be determined by the County Comptroller, plus accrued interest from the date or dates of the Refunding Bonds to the date or dates of the delivery of and payment for the Refunding Bonds.

Section 8. The validity of the Refunding Bonds may be contested only if:

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

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

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

\*\*\*\*\*

A COPY OF THE COMPLETE TEXT OF THIS RESOLUTION TOGETHER WITH ALL EXHIBITS IS ON FILE IN THE OFFICE OF THE CLERK OF THE COUNTY LEGISLATURE WHERE IT IS AVAILABLE FOR PUBLIC INSPECTION DURING NORMAL BUSINESS HOURS.

\*\*\*\*\*

129.



COUNTY OF ONEIDA  
**OFFICE OF THE COUNTY EXECUTIVE**

**ANTHONY J. PICENTE JR.**

County Executive

ce@ocgov.net

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

7N2008-241

April 8, 2008

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

**PUBLIC SAFETY**

**WAYS & MEANS**

RE: Appointments-Deputy Fire Coordinators

Honorable Members:

In accordance with Article XX, Section 2005 of the Oneida County Charter, I submit for your confirmation the following names for appointments as Deputy Fire Coordinators:

**Zone 3**

Daniel Schwertfeger 7651 Camroden Rd. Rome, NY 13440

**Zone 2**

Garry T. Johnson 103 Cooper St. Oriskany Falls, NY 13425

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

Very truly yours,

  
Anthony J. Picente Jr.  
Oneida County Executive

Cc: Frederic VanNamee

2008 APR -9 PM 4:04  
RECEIVED  
ONEIDA COUNTY LEGISLATURE

*LB.*



**ONEIDA COUNTY DEPARTMENT OF PERSONNEL**  
County Office Building 800 Park Avenue Utica, New York 13501-2986  
Phone: (315) 798-5725 Fax: (315) 798-6490 Email: personnel@ocgov.net  
Web site: [www.ocgov.net](http://www.ocgov.net)

April 3, 2008

7N2008-242

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

**WAYS & MEANS**

Dear County Executive:

In an effort to try and settle the contract with the PBA, the County has entered into the binding arbitration phase of the contract negotiations due to the fact both sides could not agree on anything.

Under the advice of our current attorney, Gregory J. Amoroso, Esq., the County has retained the services of another attorney who specializes in binding arbitration hearings. The total estimated cost for the county is estimated between \$40,000 and \$60,000 depending on the number of days the hearings actually run. The \$60,000 figure is the best guess estimate for the worst case scenario which will be split between the 2007 and 2008 budget years. This is due to the fact the PBA contract expired 12/31/06 and the arbitration ruling will only be for two years.

We therefore request your Board's approval for the following **2008** fund transfer:

TO:

AA# A1430.195 – Personnel, Other Fees and Service ..... \$ 30,000.

FROM:

AA# A1992.9 – Budget/Special Items – Contingent, Salaries ..... \$ 30,000.

Respectfully submitted,

Paulette Z. Nickerson  
Commissioner of Personnel

CC: County Attorney  
Comptroller  
Budget  
Personnel  
Labor Relations

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

Anthony J. Picente, Jr.  
County Executive

Date 4/9/08

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RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2008 APR -9 PM 4: 05

Anthony J. Picente, Jr  
Oneida County Executive



Paulette Z. Nickerson, LMSW  
Commissioner of Personnel

**ONEIDA COUNTY DEPARTMENT OF PERSONNEL**

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

April 8, 2008

7N2008-243

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

**WAYS & MEANS**

Dear County Executive:

Each year the Department of Personnel retains the legal services of Gregory J. Amoroso, Esq. to assist the County with a number of personnel matters, including labor contract negotiations, processing grievances, and providing counsel on civil service and human resource matters.

In separate communications from Mr. Amoroso, you are aware of the pending Petition for Interest Arbitration between the County of Oneida and the Oneida County Sheriff's Deputies' Police Benevolent Association. Since Mr. Amoroso will be serving on the interest arbitration panel, I am requesting approval to enter into a temporary agreement with John Corcoran, Esq. of Hancock & Estabrook, LLP to serve as the County of Oneida's chief negotiator.

The agreement will be limited to legal services associated with this binding arbitration. The estimated cost of these services will be \$40,000 to \$60,000 depending on the duration of the arbitration.

Attached please find the agreement between the County of Oneida and Hancock & Estabrook, LLP for your review and approval. If you approve this arrangement, please forward this request to the Board of Legislators for their review and action.

I am available at your convenience to discuss the agreement further.

Sincerely,

Paulette Z. Nickerson  
Commissioner of Personnel

Copy: County Attorney  
Budget

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

Anthony J. Picente, Jr.  
County Executive

Date 4/9/08

2008 APR -9 PM 14:05  
RECEIVED  
ONEIDA COUNTY LEGISLATURE

132.

Saunders, Kahler, Amoroso & Locke, L.L.P.  
ATTORNEYS AT LAW

JOSEPH E. SAUNDERS  
CAMILLE TAURONEY KAHLER\*  
MERRITT S. LOCKE  
GREGORY J. AMOROSO  
JAMES S. RIZZO

\*Also Admitted in Florida

**Mailing Address**  
Suite 1400  
185 Genesee Street  
Utica, New York 13501-2194  
Telephone: (315) 733-0419  
Telecopier: (315) 724-8522  
E-mail: firm@shskm.com

JAMES H. GILROY, JR., *of Counsel*

April 8, 2008

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

Re: Oneida County Sheriff's Deputies' Police Benevolent Association

Dear Tony:

As you are aware, the Oneida County Sheriff's Deputies' Police Benevolent Association (the "PBA") has filed a Petition for Interest Arbitration.

The County of Oneida's negotiating team met with the PBA's negotiating team for twelve (12) sessions during the eleven (11) month period from October of 2006 until September of 2007. On September 29, 2007, both teams filed a Joint Notice of Impasse with the New York Public Employment Relations Board ("PERB") and on October 16, 2007, PERB appointed Kevin Flanagan as Mediator. Both teams attended three (3) mediation sessions with the Mediator during the four (4) month period from November of 2007 until February of 2008.

The PBA designated their counsel Ron Dunn to serve as their member of the interest arbitration panel. The County's team decided that I should serve as the County's member of the interest arbitration panel.

Thus, it is necessary to hire another outside counsel to present the County's case to the interest arbitration panel. The members of the County's team have all recommended hiring John Corcoran of Hancock & Estabrook, LLP. Mr. Corcoran is familiar with the County of Oneida and the Sheriff's Department, having represented them in previous matters, included a fact finding hearing with the PBA. This should save time and money in "start-up" costs. Further, Mr. Corcoran has a specialty in interest arbitration, which is a unique area of the law. Mr. Corcoran estimates that the range of potential legal fees for his participation in the interest arbitration could range from twenty thousand dollars (\$20,000.00) to sixty thousand dollars (\$60,000.00).

I respectfully request that you take the necessary steps for approval from the Board of Legislators to enter into a professional service contract with Hancock & Estabrook, LLP, and to make any necessary budget transfers to the Department of Personnel for payment of said contract.

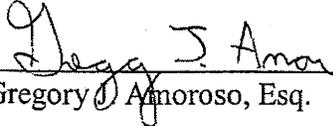
133.

Thank you for your consideration.

Very truly yours,

**SAUNDERS, KAHLER, AMOROSO & LOCKE, L.L.P.**

By: \_\_\_\_\_

  
Gregory J. Amoroso, Esq.

GJA:vsh

cc: John Talerico  
Tom Keeler  
Paulette Nickerson  
Undersheriff Paravati  
Chief Krul

## Oneida County Board of Legislators Contract Summary

Name of Proposing Organization: Hancock & Estabrook, LLP  
John F. Corcoran, Esq.  
1500 AXA Tower I  
100 Madison Street  
Syracuse, New York 13202

Title of Activity or Services: Retainer for pending interest arbitration involving Oneida County Sheriff's Deputies' Police Benevolent Association (PBA)

Proposed Dates of Operations: As needed

### SUMMARY STATEMENTS

1). Represent County of Oneida and Sheriff Middaugh to assist Attorney Gregory Amoroso in connection with certain aspects of the pending interest arbitration involving the Oneida County Sheriff's Deputies' Police Benevolent Association (PBA). An engagement letter is furnished in accordance with Part 1215 of the Joint Rules of the Appellate Division.

Total Funding Requested: \$200.00./hour billing rate, additional fees charged at actual cost and travel costs.

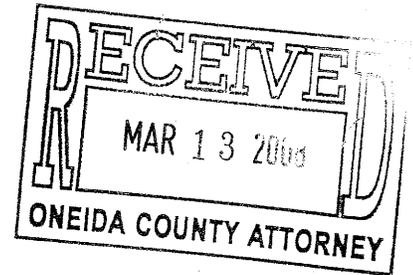
Oneida County Funding Recommendation: \$40,000 - \$60,000

Proposed Funding Source: 100% County funds

Past Performance Served: Mr. Corcoran is familiar with the County of Oneida and the Sheriff's Department, having represented them in previous matters, including a fact finding hearing with the PBA.

**ATTORNEY/CLIENT COMMUNICATION**  
**PRIVILEGED AND CONFIDENTIAL**

March 10, 2008



Linda M. H. Dillon, Esq.  
Oneida County Attorney  
Oneida County Attorney's Office  
800 Park Avenue  
Utica, New York 13501

**Re: Engagement Letter**

Dear Ms. Dillon:

Hancock & Estabrook, LLP is honored that the County desires to retain us to represent it and Sheriff Middaugh, and to assist Attorney Gregory Amoroso, in connection with certain aspects of the pending interest arbitration involving the Oneida County Sheriff's Deputies' Police Benevolent Association (PBA). This engagement letter is furnished in accordance with Part 1215 of the Joint Rules of the Appellate Division.

To confirm the details of our engagement, please be advised that I will act as the responsible attorney on this matter. My services will be billed at an hourly rate of \$200, a significant discount from my 2008 regular hourly rate of \$245. Any assistance on this matter by associate attorneys and/or paralegals will be billed at hourly rates of \$160 and \$110 respectively. Legal services will be billed in quarter hour increments. Disbursements and expenses (such as fax charges, copies, postage and delivery expenses) may be charged additionally at their actual cost. Travel expenses, if any, will be billed at the then prevailing IRS mileage rate.

Bills will be rendered on a monthly basis for all legal fees and disbursements, and payment will be due within 30 days of receipt of the bill. We necessarily reserve the right to terminate services immediately for failure to pay any past due bills within 30 days of written notice thereof. Monthly billings will show fees and costs incurred, and a current balance, if any. We will waive our usual policy of requiring an initial retainer deposit for this representation in light of our positive relationship with your office and the County.

The County can discharge us at any time by written notice effective when we receive it. Unless specifically agreed otherwise, we would provide no further services and advance no further costs on the County's behalf after receiving the notice. The County would remain obligated, however, to pay us at the agreed rates for all services provided up to the date of discharge and reimburse us for all costs advanced up to the date of discharge.

{H0909464.1}

136.

If we were to decide that there was an irreparable breakdown in the attorney/client relationship, or a material breach of the agreement for legal services, or if our bills remained unpaid beyond 30 days, we might withdraw from representation.

In the event of a dispute involving a fee, the County may have the right to elect to resolve that dispute by arbitration under Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to you upon request.

Our firm utilizes e-mail, cellular phones, pagers, and other forms of electronic communication which may be subject to interception. We understand that the County is agreeing to allow Hancock & Estabrook, LLP to communicate with its officials using these forms of communication.

If the above accurately describes the details of our engagement, would you please have the appropriate County official sign and date the extra copy of this letter enclosed herewith and return it to us in the enclosed, stamped self-addressed envelope.

We look forward to working with you once again.

If you have any questions, please feel free to call me. Best regards.

Very truly yours,

HANCOCK & ESTABROOK, LLP

  
John F. Corcoran

JFC/klw

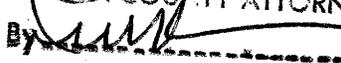
cc: Gregory Amoroso, Esq.  
John Talerico, Director of Labor Relations  
Sheriff Daniel G. Middaugh

**AGREED ON BEHALF OF THE COUNTY OF ONEIDA:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

{H0909464.1}

Approved As To Form  
ONEIDA COUNTY ATTORNEY  
By 

137.



ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini  
Chairman  
(315) 798-5900

Susan L. Crabtree  
Clerk  
(315) 798-5901

James M. D'Onofrio  
Majority Leader

Michael J. Hennessy  
Minority Leader

7N 2008-244

April 10, 2008

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

WAYS & MEANS

Honorable Members:

At the last meeting, a proposal to set aside \$50,000 to be used to assist our current legal team with review and development of arguments for impending legal challenges to the Bureau of Indian Affairs decision to place 13,000+ acres in Trust was defeated by the Ways and Means Committee. At that time, a number of members disagreed with other issues that were lumped into the resolution. After discussions with the sponsors, we have come to an understanding to forward the request for only the \$50,000. The appropriation will be capped at that amount, and if additional funding is needed, the Board will take that matter up at that time.

The appropriation will be used to contract with a consultant or attorney who will provide support to our current legal team. The contracted firm/individual who the County hires will in no way replace our current legal team in impending court actions or negotiations. The County Executive will formulate an RFP for the project, and will submit his recommendation to this Board for hire. I must also inform the membership that the County will request the State of New York to provide funding for such a project under Section 10 of New York State Law, but that does not guarantee that the State will cover the cost.

Therefore, after serious consideration, I am recommending the County Board of Legislators approve the following 2008 supplemental appropriation at the April 16, 2008 meeting:

TO:

AA# A1240.195-Law Department – Land Claim Task Force ..... \$50,000.

This appropriation will be fully supported by revenue from:

RA#A3035 - Law Dept. Land Claim – State Aid / Land Claim Task Force ..... \$50,000.

Sincerely,

Gerald Fiorini  
Chairman

CC: County Attorney  
Comptroller  
Budget Director

2008 APR 10 AM 11:53  
RECEIVED  
ONEIDA COUNTY LEGISLATURE

138



# ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini  
Chairman  
(315) 798-5900

Susan L. Crabtree  
Clerk  
(315) 798-5901

James M. D'Onofrio  
Majority Leader

Michael J. Hennessy  
Minority Leader

April 11, 2008

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

FN 2008 245

Resolution to  
Follow

Honorable Members:

On March 26<sup>th</sup>, 2008, this body, after much deliberation passed Local Law A, a local law which increased the annual compensation paid to the Oneida County Sheriff. Thereafter, County Executive Picente chose to veto this law. Our Board of Legislators can now choose to override the County Executive's veto.

Therefore, as prescribed by law, I present the attached resolution for consideration, a resolution which will override the veto of the County Executive and ask that it be taken up at the meeting of April 15, 2008.

Respectfully submitted,

  
GERALD J. FIORINI  
CHAIRMAN OF THE BOARD

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2008 APR 10 PM 1:07

**ONEIDA COUNTY BOARD OF LEGISLATORS**

**RESOLUTION NO.**

**INTRODUCED BY:** Messrs. Fiorini, D'Onofrio, Hennessy  
**2ND BY:**

**RE: RESOLUTION OF THE BOARD OF LEGISLATORS OVERRIDING THE COUNTY EXECUTIVE'S VETO OF LOCAL LAW INTRODUCTORY "A" OF 2008**

**WHEREAS,** Local Law Introductory "A" of 2008 (a local law increasing the annual compensation paid to the Sheriff of Oneida County pursuant to Article VI, Section 614 of the Oneida County Charter), was duly enacted by the Board of Legislators on March 26, 2008, and

**WHEREAS,** on March 27, 2008, the Clerk of the Board presented to the County Executive a certified copy of such local law for his approval, and

**WHEREAS,** on March 27, 2008, pursuant to Section 21 of the Municipal Home Rule Law, the County Executive returned Local Law Introductory "A" of 2008 to the Clerk of the Board together with his objections to such law, which objections constitute the County Executive's veto of the local law, and

**WHEREAS,** said objections are as more fully set forth in the letter from the County Executive dated March 27, 2008, which letter is attached to this resolution and made a part of the record of the proceedings of the Board this date, and

**WHEREAS,** after due consideration to such objections, the Board of Legislators now wishes to override the veto of the County Executive and adopt Local Law Introductory "A" of 2008, now, therefore, be it

**RESOLVED,** Local Law Introductory "A" of 2008 be and the same is hereby is approved and adopted.

DATED: April 16, 2008

Adopted by the following roll call vote:  
AYES \_\_\_\_ NAYS \_\_\_\_ ABSENT \_\_\_\_

NOTE: A two thirds vote of the total voting power of the Board of Legislators is required to override an executive veto.

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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

7/1/2008-220

March 27, 2008

Susan L. Crabtree  
Clerk  
Oneida County Board of Legislators  
Oneida County Office Building  
800 Park Ave.  
Utica, NY 13501

**READ & FILED**

Dear Mrs. Crabtree:

I wish to inform you of my intention to use the powers granted to my office under terms of the County Charter and pursuant to Section 21 of the Municipal Home Rule Law to veto the salary increase that has been proposed for the Oneida County Sheriff.

First, allow me to say that I recognize, as do many of the honorable members of the Board, that the position of the Oneida County Sheriff needs to be upgraded in terms of its salary. I also agree that the person who bears the ultimate responsibility for leadership and administration of any office or department should have a higher base salary than his subordinates.

Further, I respect Sheriff Daniel Middaugh as an outstanding law enforcement officer, a dedicated public official and a man who has devoted his career to public safety. My concerns with the proposed raise should not be misconstrued as any concerns over or criticism of the performance of Sheriff Middaugh.

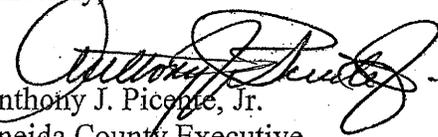
I do, however, strongly oppose increasing the salaries of elected officials during their terms of office. I have made this position known throughout the discussion of this issue and I continue to maintain this position. When candidates seek elective office, they run knowing the salary of that position and I believe that, in doing so, they have made a commitment to serve at that salary for the duration of that term. It is my firm opinion that enacting an increase in the salary of any elected official during their term of office negatively impacts the public trust and I oppose doing so for any office.

141

As I have also stated publicly, I do not believe it is appropriate to arbitrarily take the salary of one position, in the middle of a term and adjust it to the extent of approving a 30 percent salary increase. This action is not fair to the public we serve or to our valued employees.

In summary, the contention that has been made that the salary for the office should be raised is not without merit, but I believe the action taken by the Board is the wrong way to remedy the situation. Pursuant to Section 21 of the Municipal Home Rule Law, I am returning the subject local law to the Board of Legislators for its further consideration of the objections to such increase which I have raised herein.

Sincerely,

  
Anthony J. Picente, Jr.  
Oneida County Executive

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2008 MAR 27 PM 4:10

142



**ONEIDA COUNTY DEPARTMENT OF PERSONNEL**

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

April 8, 2008

*FN2008-246*

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

**PUBLIC HEALTH  
WAYS & MEANS**

Dear County Executive:

I am forwarding communication from Director of Health, Nicholas A. DeRosa, requesting Board approval to create two (2) new Competitive positions in Account A4091, Healthy Living Partnership Program. Director DeRosa is requesting a Program Manager, Grade M30, Step 1 \$35,644, and an Outreach Worker, Grade W16, Step 1 \$21,017.

These positions will be 100% supported by a New York State Department of Health grant which will provide outreach, education and cancer screenings and serve uninsured/underinsured women and men in Oneida, Herkimer and Madison counties.

If you concur, I respectfully request this request be forward to the Board of Legislators for their consideration and action.

Director DeRosa is requesting action by the Board of Legislators at their regular meeting on April 30, 2008 in order to hire and send the new employees to a scheduled May 12, 2008 Health Living Partnership training.

Sincerely,

Paulette Z. Nickerson  
Commissioner of Personnel

Copy: County Attorney  
Public Health  
Budget

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

Anthony J. Picente, Jr.  
County Executive

Date 4/9/08

2008 APR 10 AM 10:29  
RECEIVED  
ONEIDA COUNTY LEGISLATURE

*143.*

# ONEIDA COUNTY HEALTH DEPARTMENT

Adirondack Bank Building, 5<sup>th</sup> Floor, 185 Genesee St., Utica, NY 13501

ANTHONY J. PICENTE, JR.  
ONEIDA COUNTY EXECUTIVE

NICHOLAS A. DEROSA  
DIRECTOR OF HEALTH

## ADMINISTRATION

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



**Public Health**  
Prevent. Promote. Protect.



April 8, 2008

Mrs. Paulette Nickerson  
Commissioner of Personnel  
Oneida County – Department of Personnel  
800 Park Ave.  
Utica, New York 13501

Dear Mrs. Nickerson:

I am writing to request the creation of two positions in Cost Center 4091, Healthy Living Partnership Program. The positions indicated are a Program Manager and an Outreach Worker.

New York State Department of Health (NYSDOH) Cancer Services Program has increased the funding to \$284,500 for grant year April 1, 2008 to March 31, 2009. This is a breast, cervical and colorectal cancer screening service to provide outreach, community education and comprehensive breast, cervical and colorectal cancer screening services to uninsured/underinsured men and women in Oneida, Herkimer and Madison County.

The NYSDOH is requiring the addition of the two positions of Program Manager and Outreach Worker to the program. The work plan is extensive and needs the additional positions to insure that the goals and objectives of this grant are fully accomplished. As part of this public/private healthcare collaboration, the Program Manager will also have responsibility for the supervision, oversight, and quality assurance of the outreach services of a community partner. The additional positions will be 100% funded through the Healthy Living Partnership funding.

I appreciate your consideration in approving the creation of the two indicated positions. Please contact me if further information is indicated.

Sincerely,

A handwritten signature in cursive script that reads "Nicholas A. DeRosa".

Nicholas A. DeRosa  
Director of Health

144.



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

7/12/08-247

April 10, 2008

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

**READ & FILED**

RE: Local Law Introductory 'A' of 2008

Dear Ms. Crabtree:

Pursuant to the authority vested in my office and after duly conducting a public hearing on the above referenced local law on April 10, 2008, I hereby veto same and respectfully ask that the objections to such local law as I provided to you on March 27, 2008 be entered into the record of the Board of Legislator meeting on April 16, 2008.

Thank you.

Very truly yours,

Anthony J. Picente, Jr.  
Oneida County Executive

Cc: Law Department

2008 APR 10 PM 4:03  
RECEIVED  
ONEIDA COUNTY LEGISLATURE

145.



# ONEIDA COUNTY BOARD OF LEGISLATORS

Michael J. Hennessy, Minority Leader, 439 Betsinger Rd., Sherrill, New York 13461 Home Phone: (315) 363-0307  
Edward C. Stephenson, 3<sup>rd</sup> District, 135 E. Bacon St., Waterville, New York 13480 Home Phone: (315) 841-8691  
Michael J. Clancy, 12<sup>th</sup> District, 4932 Old Oneida Road, Verona, New York 13478 Home Phone: (315) 363-2570  
Chad Davis, 18<sup>th</sup> District, 25 Utica Street, Clinton, New York 13323 Home Phone: (315) 853-4037  
Norman Leach, 4<sup>th</sup> District, 1842 Littlefield Rd., Camden, NY 13316. Home Phone (315) 245-0256

April 11, 2008

7.1 2008-248

The Honorable Gerald J. Fiorini, Chairman  
Oneida County Board of Legislators  
Oneida County Office Building  
800 Park Ave.  
Utica, New York 13501

Resolution to Follow

Dear Chairman Fiorini:

Attached please find a resolution that urges Governor David Paterson to reverse the decision to delay the collection of sales taxes on sales to non-Indians at Oneida Indian Nation-owned enterprises. In February of 2006 this Board adopted a similar resolution and sent it to Governor George Pataki and in December of 2006 we adopted a similar resolution and sent it to then-Governor-Elect Eliot Spitzer who took office on January 1, 2007.

Governor George Pataki delayed enforcement of the state law that would end tax-free sales of cigarettes and gasoline by Indian retailers to non-Indians. It is estimated that there has been an approximately \$28 million loss in uncollected sales tax revenue over the last seven years because the Oneida Indian Nation has not remitted sales tax on goods sold to non-Indians. Governor Spitzer did not change that policy during his brief time in office. Now, we believe that with a new Governor at the helm of state government it is the time to urge the new administration to enforce the collection of these taxes.

Oneida County continues to place additional tax burdens our already overburdened property tax payers, and as legislators we must do all we can to attempt to recover these revenues. That is why we believe that it is time for this Board of Legislators to once again adopt a resolution urging Governor Paterson to reverse the decision to delay the collection of sales taxes on sales to non-Indians at Oneida Indian Nation owned enterprises.

We would respectfully request that you forward this proposal to the full Board of Legislators for its approval at the April 16, 2008 full Board of Legislators meeting.

As always, we would be happy to discuss this with you further at your convenience. Please feel free to contact us if you have any questions or comments.

Respectfully submitted,

*Michael J. Hennessy*  
MICHAEL J. HENNESSY  
ONEIDA COUNTY LEGISLATOR, D-2  
MINORITY LEADER

*Michael J. Clancy*  
MICHAEL J. CLANCY  
ONEIDA COUNTY LEGISLATOR  
12<sup>TH</sup> LEGISLATIVE DISTRICT

*Chad Davis*  
CHAD DAVIS  
ONEIDA COUNTY LEGISLATOR  
18<sup>TH</sup> LEGISLATIVE DISTRICT

*Edward C. Stephenson*  
EDWARD C. STEPHENSON  
ONEIDA COUNTY LEGISLATOR  
3<sup>RD</sup> LEGISLATIVE DISTRICT

*Norman Leach*  
NORMAN LEACH  
ONEIDA COUNTY LEGISLATOR,  
4<sup>TH</sup> LEGISLATIVE DISTRICT

2008 APR 11 AM 11:11

RECEIVED  
ONEIDA COUNTY LEGISLATURE

146

Enc.

**ONEIDA COUNTY BOARD OF LEGISLATORS**

**RESOLUTION NO.**

**INTRODUCED BY:** *Messrs. Hennessy, Stephenson, Clancy, Davis and Leach*  
**2ND BY:**

**RE: RESOLUTION URGING GOVERNOR DAVID PATERSON TO REVERSE THE DECISION TO DELAY COLLECTION OF SALES TAXES ON SALES TO NON-INDIANS AT ONEIDA INDIAN NATION OWNED ENTERPRISES**

- WHEREAS,** The New York State Legislature authorized the collection of sales, use, and excise taxes at the wholesale level on sales to non-Indians at Indian owned enterprises, and
- WHEREAS,** Oneida County has estimated that the County loses between \$3-\$6 million in uncollected sales tax at Nation owned enterprises, and
- WHEREAS,** It is estimated that there has been approximately \$28 million+ lost in uncollected sales tax revenue over the last seven years because the Oneida Indian Nation has not remitted sales tax on goods sold to non-Indians, and
- WHEREAS,** The Oneida Indian Nation enterprises enjoy a competitive advantage over non-Oneida businesses, and
- WHEREAS,** Collection of sales taxes would benefit the local property taxpayer, as well as the State of New York's budget, and
- WHEREAS,** This Honorable Board previously adopted Resolutions No. 43 dated February 15, 2006 and No. 393 dated December 13, 2006 urging former Governors George Pataki and Eliot Spitzer, respectively, to reverse the decision to delay collection of sales taxes on sales to non-Indians at Oneida Indian Nation owned enterprises, NOW THEREFORE BE IT,
- RESOLVED,** The Oneida County Board of Legislators urges Governor David Paterson to reverse the decision to delay collection of sales taxes in regards to sales to non-Indians at Oneida Indian Nation owned enterprises, and BE IT FURTHER
- RESOLVED,** That the Board of Legislators hereby requests that the local State Senate and Assembly delegation take all steps necessary and proper to ensure the collection of sales taxes, and BE IT FURTHER
- RESOLVED,** That the Board of Legislators respectfully requests that the state reimburse the County and the City of Sherrill for uncollected sales taxes up to the date of collection, and Be It Further
- RESOLVED,** That the Clerk of the Board shall transmit copies of this memorializing petition to Governor David Paterson, New York State Assembly Speaker Sheldon Silver, New York State Majority Leader Joseph L. Bruno, New York State Senators Joseph A. Griffo (R-47) and David Valesky (D-49), and New York State Assembly Representatives RoAnn M. Destito (D-116), David R. Townsend (R-115), and William Magee (D-111).

APPROVED:

DATED:

Adopted by the following roll call vote:  
AYES: \_\_\_\_ NAYS: \_\_\_\_ ABSENT: \_\_\_\_

147.

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

April 8, 2008

7N2008-249

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

**HUMAN RESOURCES**  
**WAYS & MEANS**

Dear Mr. Picente:

I am submitting the following Purchase of Service 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 St. Joseph's Villa of Rochester, 3300 Dewey Avenue, Rochester, New York 14616 is a Child-Caring Residence, with several levels of care. They will provide essential care to children in Oneida County's custody who are in need of higher levels of care beyond foster care.

This is a new contract between the Oneida County Department of Social Services and The St. Joseph's Villa of Rochester. The term of the Agreement is Date of Execution through June 30, 2009.

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  
Acting Commissioner

LAS/tms  
Attachment

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

Anthony J. Picente, Jr.  
County Executive

Date 4-11-08

2008 APR 11 PM 3:04

RECEIVED  
ONEIDA COUNTY LEGISLATURE

148

4/7/08  
# 95401

Oneida Co. Department Social Services

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_

Oneida County Board of Legislators  
Contract Summary

Name of Proposing Organization: St. Joseph's Villa of Rochester  
3300 Dewey Avenue  
Rochester, New York 14616

Title of Activity or Services: Institutional Foster Care for Children

Proposed Dates of Operations: Date of Execution through June 30, 2009

Client Population/Number to be Served: Children in need of Institutional Foster Care up to age 18 or in some cases 21.

**SUMMARY STATEMENTS**

**1). Narrative Description of Proposed Services**

To provide institutional foster care for those children under the age 18 or in some cases 21 who have been adjudicated as neglected or abused. Person in need of supervision or delinquents. Those whose parents or legal guardians have voluntarily transferred custody to Oneida County Department of Social Services. Those children whose custody has been involuntarily committed by the court to an authorized agency or a foster parent in accordance with section 384-b of the Social Services Law or article 6 of the Family Court Act.

The specialized services offered include serious mental health and behavioral issues, psychiatric illness, chemical dependency and adolescent eating disorders services to children.

**2). Program/Service Objectives and Outcomes -**

Institutional Foster Care for those children who are unable to remain at home with their biological parents due to issues of abuse and neglect, voluntary transfer of custody to Oneida County Department of Social Services or those children who have been determined by Family Court to be delinquent or persons in need of supervision (PINS).

149.

**3). Program Design and Staffing Level -**

Services will be provided at : 3300 Dewey Avenue  
Rochester, New York 14616

**Total Funding Requested:** Rates are determined by the New York State Office of Children & Family Services.

Daily rates for this Institution is:

Institution	\$ 192.39
Group Home:	\$ 234.03
Silp- Double Occupancy:	\$ 98.28

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

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

Federal	36.5 %	-	\$
State	33.5 %	-	\$
County	30.0 %	-	\$

**Cost Per Client Served:**

**Past performance Served:** This is the first year the Department will be contracting with this provider for services. The Department has an average of 223 children per month in various institutions with an average cost per child of \$ 5,532.46 per month.

**O.C. Department Staff Comments:** The Department Contracts with a number of Institutions to insure the availability of services when needed.

150.

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

April 8, 2008

*7N 2008-250*

**HUMAN RESOURCES**

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

Enclosed are copies of Purchase of Services Agreements for the Junior Junction Day Care 2215 Genesee Street, Utica, New York. This center provides safe Day Care Services at (3) sites for children 6 weeks to 12 years.

The Department pays for the care of children from eligible families. This resource helps to ensure safe care of children while their families participate in training and/or employment.

The term of this Agreement is September 1, 2008 through August 31, 2009. The rates for Day Care are set by the New York State Office of Children and Family Services. The total paid for the period March 20, 2007 through March 19, 2008 was \$ 82,917.00 with a local share of \$ 2,653.00.

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

Sincerely,

Lucille A. Soldato  
Commissioner

LAS/tms  
attachment.

2008 APR 11 PM 3:03

RECEIVED  
ONEIDA COUNTY LEGISLATURE

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

Anthony J. Picente, Jr.  
County Executive

Date

*4/11/08*

*157*

4/7/08  
# 18001

**Oneida Co. Department Social Services**

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_

**Oneida County Board of Legislators**  
**Contract Summary**

**Name of Proposing Organization:** Junior Junction  
2215 Genesee Street  
Utica, New York 13501

**Title of Activity or Services:** Day Care Services

**Proposed Dates of Operations:** September 1, 2008 though August 31, 2009

**Client Population/Number to be Served:** Licensed for a total of 187 children 6 weeks - to 12 years at the following (3) sites:

Middlesettlement Road  
New Hartford, New York

St. Lukes  
1714 Burrstone Road  
New Hartford, New York

St. Elizabeth's  
2215 Genesee Street  
Utica, New York

**SUMMARY STATEMENTS**

**1). Narrative Description of Proposed Services**

Day Care Services located at the (3) sites listed above.

**2). Program/Service Objectives and Outcomes**

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

**3). Program Design and Staffing Level -**

**Total Funding Requested:** New York State Market Rates.

152

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

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

Federal	75.0 %	\$ 62,188
State	21.8 %	\$ 18,076
County	3.2 %	\$ 2,653

**Cost Per Client Served:**

**Past performance Served:** The Department has contracted with this provider for this service since 1989. The Contractor was paid a total of \$ 82,917 for services provided March 30, 2007 through March 19, 2008. The Contractor serviced an average of (16) children per month at (3) sites.

**O.C. Department Staff Comments:**

The Department contracts with a number of providers to insure the availability of services.



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

7/12008-251

April 10, 2008

**READ & FILED**

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

RE: Appointments – GP&L Board

Dear Chairman Fiorini:

In accordance with Resolution No. 249 of 1972, I submit for your consent the following names for appointments on the Herkimer-Oneida Counties Governmental Policy and Liaison Committee (GP&L):

Mayor Robert G. Goering PO Box 242 Clinton, NY 13323  
**Re-appointment Term: Immediately through December 31, 2009**

Town Supervisor Earle Reed 48 Genesee St. New Hartford, NY 13413  
**Term: Immediately through December 31, 2009**

Mayor F. Peter Billard P.O. Box 80, 9750 Mitchell Dr. Remsen, NY 13438  
**Term: Immediately through December 31, 2008**

This appointment does not require board approval. Thank you for your kind attention to this matter.

Very truly yours,

Anthony J. Picente Jr.  
Oneida County Executive

Cc: Commissioner John R. Kent, Jr.

2008 APR 11 PM 3:03  
RECEIVED  
ONEIDA COUNTY LEGISLATURE

154.

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

April 8, 2008

7/12/2008-252

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

**HUMAN RESOURCES**

**WAYS & MEANS**

Dear Mr. Picente:

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

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

This Purchase of Services Agreement for Private Duty Nursing Services to be provided by Cathie Lee's Home Health Care, 228 8<sup>th</sup> Avenue, Sylvan Beach, New York 13517. The Contract is established for the year June 1, 2008 through May 31, 2009. The rates are approved by New York State. The contractor was paid \$ 195,073.00 in 2007 with a local cost of \$ 48,768.00.

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

Sincerely,

Lucille A. Soldato  
Commissioner

LAS/tms  
attachment  
2008 APR 11 PM 3:03  
RECEIVED  
ONEIDA COUNTY LEGISLATIVE

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

Anthony J. Picente, Jr.  
County Executive  
Date 4/11/08

155.

4/7/08  
# 67201

Oneida Co. Department Social Services

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_

Oneida County Board of Legislators  
Contract Summary

**Name of Proposing Organization:** Cathie Lee's Home Health Care  
P.O. Box 526 - 228 8th Avenue  
Sylvan Beach, New York 13517

**Title of Activity or Services:** Private Duty Nursing

**Proposed Dates of Operations:** June 1, 2008 through May 31, 2009

**Client Population/Number to be Served:** Physically or Mentally Disabled Medicaid Recipients.

**SUMMARY STATEMENTS**

**1). Narrative Description of Proposed Services**

Private Duty Nursing Services prior approval by Oneida County Office for the Aging/Continuing Care.

**2). Program/Service Objectives and Outcomes -**

To provide Private Duty Nursing Services to eligible Medicaid Recipients to enable them to remain at home or delay or prevent entrance to a higher level of care.

**3). Program Design and Staffing Level -**

**Total Funding Requested:** \$ 24.00 per hour RN  
\$ 20.00 per hour LPN  
\$ 27.00 per hour RN Hi-Tech  
\$ 23.00 per hour LPN Hi-Tech

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

1576.

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

<b>Federal</b>	50 % - \$ 12.00
<b>State</b>	25 % - \$ 6.00
<b>County</b>	25 % - \$ 6.00

**Cost Per Client Served:** Rates approved by New York State & vary according to level of care:

\$ 24.00 RN  
\$ 27.00 RN HI-TECH  
\$ 20.00 LPN  
\$ 23.00 LPN HI-TECH

**Past performance Served:** The Department has contracted with this provider for this service since 1996. A total of \$ 195,073 was paid in 2007.

**O.C. Department Staff Comments:** The Department contracts with a number of Health Care Agency's to insure the availability of services when needed.



**ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES**  
County Office Building 800 Park Avenue Utica, NY 13501

April 8, 2008

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

7N2008-253  
**HUMAN RESOURCES**

**WAYS & MEANS**

Dear Mr. Picente:

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

Enclosed are copies of Purchase of Services Agreement for Court Street Children's Center, 415 Court Street, Utica, New York 13502. This Center provides safe Day Care Services for children. The Department pays them for care of children from eligible families. This resource helps to ensure safe care of children while their families participate in training and/or employment.

The term of this Agreement is June 1, 2008 through May 31, 2009 paid at Day Care "Market Rates" as determined by New York State Office of Children and Family Services.

The Court Street Children's Center was paid a total of \$ 272,773.00 for Day Care Services from March 20, 2007 through March 19, 2008, with a local share of \$ 8,729.00.

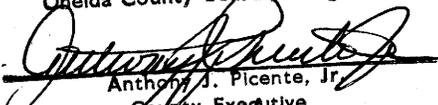
I am respectfully requesting that this matter be forwarded to the Board of Legislators for action as soon as possible. Thank you for your consideration.

Sincerely,

  
Lucille A. Soldato  
Commissioner

LAS/tms  
attachment

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

  
Anthony J. Picente, Jr.  
County Executive

Date

4/11/08

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2008 APR 11 PM 3:03

158

4/7/08  
# 31401

**Oneida Co. Department Social Services**

**Competing Proposal** \_\_\_\_\_  
**Only Respondent** \_\_\_\_\_  
**Sole Source RFP** \_\_\_\_\_

**Oneida County Board of Legislators**  
**Contract Summary**

**Name of Proposing Organization:** Court Street Children's Center  
415 Court Street  
Utica, New York 13502

**Title of Activity or Services:** Day Care Services

**Proposed Dates of Operations:** June 1, 2008 – May 31, 2009

**Client Population/Number to be Served:** Licensed for a total of 52 children 2.5 years old - to 12 years old.

**SUMMARY STATEMENTS**

**1). Narrative Description of Proposed Services**

Day Care Services located at: 415 Court Street  
Utica, New York 13502

**2). Program/Service Objectives and Outcomes**

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

**3). Program Design and Staffing Level -**

**Total Funding Requested:** New York State Market Rates, see attached.

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

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

Federal	75.0 %	\$ 204,580
State	21.8 %	\$ 59,464
County	3.2 %	\$ 8,729

**Cost Per Client Served:**

**Past performance Served:** The Department has contracted with this provider for this service since 2004. The Contractor was paid \$ 272,773.00 from March 20, 2007 through March 19, 2008. The Contractor serviced an average of (52) children per month.

**O.C. Department Staff Comments:** The Department Contracts with a number of Day Care Centers to insure the availability of services when needed.

159,

**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

April 8, 2008

7N2008-254

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

**HUMAN RESOURCES**  
**WAYS & MEANS**

Dear Mr. Picente:

I am submitting the following Purchase of Service 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 Childrens Home of Kingston, Inc., 26 Grove Street, Kingston, New York 12401 is a Child-Caring Residence, with several levels of care. They will provide essential care to children in Oneida County's custody who are in need of higher levels of care beyond foster care.

This is a new contract between the Oneida County Department of Social Services and The Childrens Home of Kingston, Inc. The term of the Agreement is Date of Execution through June 30, 2009.

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  
Acting Commissioner

LAS/tms  
Attachment

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

Anthony J. Picente, Jr.  
County Executive

Date 4-11-08

2008 APR 11 PM 3:02

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ONEIDA COUNTY LEGISLATURE

160.

4/7/08  
# 95501

Oneida Co. Department Social Services

Competing Proposal \_\_\_\_\_

Only Respondent \_\_\_\_\_

Sole Source RFP \_\_\_\_\_

**Oneida County Board of Legislators**  
**Contract Summary**

**Name of Proposing Organization:** The Children's Home of Kingston  
26 Grove Street  
Kingston, New York 12401

**Title of Activity or Services:** Institutional Foster Care for Children

**Proposed Dates of Operations:** Date of Execution through June 30, 2009

**Client Population/Number to be Served:** Children in need of Institutional Foster Care up to age 18 or in some cases 21.

**SUMMARY STATEMENTS**

**1). Narrative Description of Proposed Services**

To provide institutional foster care for those children under the age 18 or in some cases 21 who have been adjudicated as neglected or abused. Person in need of supervision or delinquents. Those whose parents or legal guardians have voluntarily transferred custody to Oneida County Department of Social Services. Those children whose custody has been involuntarily committed by the court to an authorized agency or a foster parent in accordance with section 384-b of the Social Services Law or article 6 of the Family Court Act.

The specialized services offered include mental health, child welfare, youth development, juvenile justice, special education, and developmental disability services to children.

**2). Program/Service Objectives and Outcomes -**

Institutional Foster Care for those children who are unable to remain at home with their biological parents due to issues of abuse and neglect, voluntary transfer of custody to Oneida County Department of Social Services or those children who have been determined by Family Court to be delinquent or persons in need of supervision (PINS).

**3). Program Design and Staffing Level -**

Services will be provided at : 26 Grove Street  
Kingston, New York 12401

161.

**Total Funding Requested:** Rates are determined by the New York State Office of Children & Family Services.

Daily rates for this Institution is:

Institution	\$ 223.80
Group Home:	\$ 189.51
CSE Maintance:	\$ 241.05

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

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

Federal	36.5 %	-	\$
State	33.5 %	-	\$
County	30.0 %	-	\$

**Cost Per Client Served:**

**Past performance Served:** This is the first year the Department will be contracting with this provider for services. The Department has an average of 223 children per month in various institutions with an average cost per child of \$ 5,532.46 per month.

**O.C. Department Staff Comments:** The Department Contracts with a number of Institutions to insure the availability of services when needed.

162.



# ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini  
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(315) 798-5900

Susan L. Crabtree  
Clerk  
(315) 798-5901

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Majority Leader

Michael J. Hennessy  
Minority Leader

April 11, 2008

*JN 2008-255*

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

## WAYS & MEANS

RE: Final Approval of Consolidated Agricultural District # 7 -to Include the Towns of Deerfield, Floyd, Marcy, Trenton and the City of Utica (Formerly District 10 and District 15).

Honorable Members:

Attached is a packet of information for the final approval of the 8-year review of Oneida County Consolidated Agricultural District #7, now including the towns of Deerfield, Floyd, Marcy, Trenton and the City of Utica. Per Chairman of the Farmland Protection Board, Pamela N. Mandryck, part of the County's plan to consolidate districts within the County, the boundaries of District #7 were modified to follow municipal boundaries of these towns. Portions of former District #10, along with portions of District 15 are now within District #7 under the consolidation plan.

Since consolidation is now in progress, as the attached documentation will show, this district has been restructured to better reflect geographic boundaries of common agricultural communities.

I respectfully request that this issue be considered by the Board at the meeting of **April 30, 2008.**

Respectfully submitted,

GERALD J. FIORINI  
CHAIRMAN OF THE BOARD

GJF/pp  
attachments

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2008 APR 15 AM 10:10

*143.*

**ONEIDA COUNTY FARMLAND PROTECTION BOARD REPORT FOR ONEIDA  
COUNTY AGRICULTURAL DISTRICT NO. 7  
DEERFIELD, FLOYD, MARCY, TRENTON & UTICA  
MARCH 2008**

I. INTRODUCTION

Oneida County Agricultural District No. 7 (OC-7), formerly District #10 and District #15, includes agricultural lands in the Towns of Deerfield, Floyd, Marcy, and Trenton and one parcel in the City of Utica. OC-10 was created on July 16, 1975. It is now under its fourth eight-year review. When first created Agricultural District #10 included properties within the Towns of Deerfield and Marcy. OC-15 was created October 27, 1976 and included properties within the Town of Floyd and the City of Rome. As part of the county's plan to consolidate districts within the county, the boundaries of District #7 were modified to follow municipal boundaries of the Towns of Deerfield, Floyd, Marcy, and Trenton. Portions of former District #10 along with portions of District 15 are now within District #7 under the consolidation plan.

II. FACTORS TO BE CONSIDERED IN THE REVIEW OF AN AGRICULTURAL DISTRICT

The New York State Agricultural District Law was amended in November 1997 to add a procedure for district review. The new procedure, set forth in Section 303-a, requires that reports regarding specific factors be made to the County legislative body by the Farmland Protection Board as part of an agricultural district review and renewal. Those factors, and the findings made, are set forth in the following sections.

III. DISCUSSION

A total of 163 landowners, owning 19,263.5 acres of farmland, have expressed a desire to be in the renewed OC-7 by submitting an Agricultural District Enrollment Form to the Agricultural and Farmland Protection Board. These landowners, together with the specific parcels and acreages to be enrolled in the modified district, are shown on the attached list.

IV. FINDINGS MADE BY THE ONEIDA COUNTY AGRICULTURAL AND FARMLAND PROTECTION BOARD

- (1) The nature of farming and farm resources within such district;

Dairy farms are the dominant farm use in the district. There are also several crop raising operations. District #7 also includes an alpaca farm and a greenhouse within the City of Utica. In addition, there are many woodlots included on farms enrolled in the district, which some farmers use for selling firewood and lumber.

- (2) The overall status of farming, the farm economy, and farm investment;

Farming is the predominant land use in the Towns of Deerfield, Floyd, and Trenton. The low price of milk and other agricultural products has resulted in financial difficulties for many farmers, and has limited the amount of money farmers can invest in new equipment and other improvements.

- (3) The extent to which the number of farms and farm acres in such district furthers the purposes for which such district was originally created;

OC-7 was originally created to encourage continuation of farming in the Towns of Deerfield, Marcy, Trenton, & Whitestown.

- (4) The extent to which the district has achieved its original objectives;

Farming continues to be the predominant use of land in all towns within the district. By and large, the district has served to retain farmland in agricultural production over time. Threats to continued agricultural production include an increase in residential development along rural roads and low prices for milk and other agricultural products, which makes it difficult for farmers to remain in business or to sell land for continued agricultural use.

- (5) Any county agricultural and farmland protection planning or implementation efforts pursuant to article 25AAA of this chapter; and

The county adopted a Farmland Protection Plan in 2000. The following three main objectives were outlined the plan: 1) Agricultural Economic Development- foster an economic climate that supports and promotes the retention and expansion of agricultural businesses within the county; 2) Ag Awareness/Ag Promotion- educate consumers as to the importance of agriculture in today's society, encourage agricultural producers to explore more direct marketing methods and alternative enterprises; and 3) Farmland Protection- to make government, primarily at the town and county level, more sensitive to the needs of agriculture. The plan was introduced to the public at a conference on March 24, 2000. The purpose of the conference was to obtain input on where agriculture in Oneida County should go. The feedback will be used to assist the Farmland Protection Board in implementing the plan.

In related efforts, the County adopted a right-to-farm law in January 1998. The County has also hired an agricultural economic development specialist whose efforts are expected to help existing farmers stay in business and enable retiring farmers to sell their land to buyers who will continue to farm the land.

- 6) Recommendations to continue, terminate, or modify such district.

The Oneida County Agricultural and Farmland Protection Board recommends that Agricultural District No. 7 be modified to include the 163 landowners and 19, 263.5 acres of farmland shown on the attached list, and that the district, as modified, be renewed for an additional eight years.

## VI. RECOMMENDATION

The Oneida County Agricultural and Farmland Protection Board recommend that Agricultural District No. 7 be modified to include the 163 landowners and 19, 263.5 acres of farmland shown on the attached list. It is further recommended that the Oneida County Board of Legislators renew the district, as modified, for an additional eight-year period, and forward the modified district to the NYS Commissioner of Agriculture and Markets for approval and recertification

**ONEIDA COUNTY AGRICULTURAL DISTRICT NO. 7  
DEERFIELD, FLOYD, MARCY, TRENTON, & UTICA  
GENERAL DESCRIPTION OF DISTRICT  
MARCH 2008**

The Whitestown Town Line and Rome City Line form the western boundary. The eastern boundary is the Herkimer County Line. The northern boundaries are the Remsen, Steuben, & Western Town Lines. The Whitestown Town Line and Herkimer Road in the City of Utica form the southern boundary.

AGDISTRICTOC6REPORT  
3/28/08

**ONEIDA COUNTY AGRICULTURAL DISTRICT #7****2008 REVIEW**

<b><u>PIN</u></b>	<b><u>OWNER</u></b>	<b><u>TOWN</u></b>	<b><u>MAP#</u></b>	<b><u>ACRES</u></b>
190.000-1-16	Koziarz, John S.	FLOYD	85	94.0
190.000-1-17.3	Koziarz, John S.	FLOYD	85	15.2
191.000-1-8.2	Koziarz, John S.	FLOYD	85	4.1
190.000-1-25	Koziarz, John S.	FLOYD	85	28.7
190.000-1-11.1	Koziarz, John S.	FLOYD	85	147.7
190.000-1-36	Koziarz, John S.	FLOYD	85	8.6
190.000-1-16	Koziarz, John S.	FLOYD	85	31.8
190.000-1-11.1	Koziarz, John S.	FLOYD	85	60.3
190.000-1-4	Morat, Dane R.	FLOYD	112	81.6
190.000-1-3	Galarneau, Bruce	FLOYD	60	87.1
190.000-1-3	Galarneau, Bruce	FLOYD	60	48.2
190.000-1-26.1	Evans, Nunno Michelle T.	FLOYD	53	177.5
210.017-2-38.1	Nimey, Mark S.	TRENTON	119	20.6
210.017-2-38.1	Nimey, Mark S.	TRENTON	119	21.5
160.000-1-2	Lavallee, Mederic	TRENTON	95	2.9
160.000-1-3.2	Arthur, Chester K.	TRENTON	2	30.3
176.000-1-1.1	Finn, Harry E.	TRENTON	56	66.6
177.000-1-1	Atwell, Merlin F.	TRENTON	3	23.2
176.000-1-12.1	Dwyer, Michael S.	TRENTON	46	1.4
176.000-1-5.1	Cummings, Annie	TRENTON	35	45.6
176.000-1-6	Finndale Farms, LLC,	TRENTON	57	225.7
176.000-1-9.1	DTT Realty, LLC,	TRENTON	43	36.0
177.000-1-54	Jones, Maurice W.	TRENTON	80	167.7
177.000-1-54	Jones, Maurice W.	TRENTON	80	1.7
176.000-1-9.1	DTT Realty, LLC,	TRENTON	43	33.9
194.000-1-1	Tolbert, Frank A.	TRENTON	155	189.9
178.000-1-75.1	Buck, Stephen	TRENTON	15	15.4
178.000-1-75.1	Buck, Stephen	TRENTON	15	15.1
176.000-1-6	Finndale Farms, LLC,	TRENTON	57	66.5
194.000-2-1	Putnam, Ernest J.	TRENTON	129	5.2
195.000-1-3.2	Fahey, Bonnie Jo	TRENTON	54	24.0
194.000-2-1	Putnam, Ernest J.	TRENTON	129	108.6
177.000-1-55	Tolbert, Frank A.	TRENTON	155	9.5
194.000-1-4	Tolbert, Frank A.	TRENTON	155	18.2
195.000-1-3.1	Dunn, Timothy J.	TRENTON	45	84.9
194.000-1-4	Tolbert, Frank A.	TRENTON	155	61.7
193.000-1-9	Dwyer, Michael S.	TRENTON	46	21.7
193.000-1-9	Dwyer, Michael S.	TRENTON	46	11.8
193.000-1-1.1	Racha, Marilyn L.	TRENTON	132	27.1
193.000-1-9	Dwyer, Michael S.	TRENTON	46	31.8
194.000-1-1	Tolbert, Frank A.	TRENTON	155	30.2

<u>PIN</u>	<u>OWNER</u>	<u>TOWN</u>	<u>MAP#</u>	<u>ACRES</u>
193.000-1-9	Dwyer, Michael S.	TRENTON	46	95.4
193.000-1-1.1	Racha, Marilyn L.	TRENTON	132	50.4
194.000-1-65.2	Loranger, Omer J.	TRENTON	99	98.9
193.000-1-6.5	Buell, Dale	TRENTON	17	15.2
193.000-1-1.1	Racha, Marilyn L.	TRENTON	132	4.2
193.000-1-22	Tolbert, Frank A.	TRENTON	156	68.5
193.000-1-22	Tolbert, Frank A.	TRENTON	156	154.2
194.000-2-13	Beckwith, Carole	TRENTON	6	6.9
194.000-2-49.1	Beckwith, Carole	TRENTON	6	5.0
193.000-1-17	Loranger, Omer J.	TRENTON	99	5.1
193.000-1-16.1	Grogan, John	TRENTON	67	79.7
194.000-1-31	Collins, Scott R.	TRENTON	32	17.1
194.000-2-46.2	Case, Donna J.	TRENTON	27	5.3
194.000-2-46.3	Case, Donna J.	TRENTON	27	4.6
194.000-1-48	Collins, Scott R.	TRENTON	32	175.5
194.000-2-28.2	Hartnagel, Johanna Lynn	TRENTON	72	30.5
194.000-1-44	Collins, Scott	TRENTON	32	1.5
194.000-2-30.2	Hartnagel, William	TRENTON	73	40.7
194.000-1-47	Collins, Scott R.	TRENTON	32	40.9
211.000-1-40	Synakowski, Henry J.	TRENTON	150	68.9
211.000-1-40	Synakowski, Henry J.	TRENTON	150	4.8
212.000-2-7.1	Doolittle, James C.L.	TRENTON	41	7.0
212.000-2-10	Doolittle, George Leiter	TRENTON	40	71.5
212.000-2-28	Millard, Peter De Florez	TRENTON	110	62.3
210.000-1-43	Smith, Kamille E.	TRENTON	148	55.2
212.000-2-49	Doolittle, George L.	TRENTON	40	31.3
210.000-1-38	Putnam, Ernest J.	TRENTON	129	31.7
210.000-1-55.1	Putnam, Ernest Jr	TRENTON	129	47.5
212.000-2-28	Millard, Peter De Florez	TRENTON	110	34.4
210.000-1-55.1	Putnam, Ernest Jr	TRENTON	129	37.7
210.000-1-55.1	Putnam, Ernest Jr	TRENTON	129	77.8
212.000-2-41.1	Van Hatten, Brenda L.	TRENTON	159	105.3
212.000-2-42.1	Parshall, Mark A.	TRENTON	121	43.3
229.000-1-1	Schneible, Robert J.	TRENTON	143	228.2
212.000-2-41.1	Van Hatten, Brenda L.	TRENTON	159	97.6
228.000-1-1.1	Lloyd, Steven	TRENTON	97	175.9
230.000-2-2	Parshall, Mark A.	TRENTON	121	199.1
212.000-2-42.1	Parshall, Mark A.	TRENTON	121	28.7
230.000-2-7	Brenning, Danny	DEERFIELD	10	43.2
230.000-2-7	Brenning, Danny	DEERFIELD	10	0.2
212.000-2-41.1	Van Hatten, Brenda L.	TRENTON	159	41.5
228.000-2-6	Bruder, Rachel A.	TRENTON	14	64.7
230.000-2-7	Brenning, Danny	DEERFIELD	10	0.1

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<u>PIN</u>	<u>OWNER</u>	<u>TOWN</u>	<u>MAP#</u>	<u>ACRES</u>
230.000-2-10	Brenning, Jerry W.	TRENTON	11	24.3
228.000-1-1.1	Lloyd, Steven	TRENTON	97	10.6
229.000-1-26	Schneible, Robert J.	TRENTON	143	33.4
228.000-1-1.1	Lloyd, Steven	TRENTON	97	34.7
230.000-2-4	Gage, Charles S.	TRENTON	59	37.8
228.000-1-1.1	Lloyd, Steven	TRENTON	97	0.4
228.000-1-1.1	Lloyd, Steven	TRENTON	97	0.1
228.000-1-1.1	Lloyd, Steven	TRENTON	97	28.2
228.000-2-25.1	Schneible, Robert J.	TRENTON	143	49.1
229.000-1-25.1	Clemons Enterprises	TRENTON	30	100.3
228.000-1-1.1	Lloyd, Steven	TRENTON	97	20.9
230.000-2-10	Brenning, Jerry W.	TRENTON	11	107.8
229.000-1-27	Svenson, Dr. Robert H.	TRENTON	149	65.2
230.000-2-5	Brenning, Jerry	TRENTON	11	0.8
228.000-1-1.1	Lloyd, Steven	TRENTON	97	0.8
228.000-2-25.1	Schneible, Robert J.	TRENTON	143	55.7
228.000-2-6	Bruder, Rachel A.	TRENTON	14	38.0
228.000-1-20	Kubinski, Theodore	TRENTON	87	211.9
228.000-1-46	Clarkin, James G.	TRENTON	29	0.1
228.000-1-46	Clarkin, James G.	TRENTON	29	9.8
228.000-1-21	Seavey, Norbert	TRENTON	144	4.5
228.000-1-20	Kubinski, Theodore	TRENTON	87	14.8
228.000-1-21	Seavey, Norbert	TRENTON	144	36.9
228.000-2-25.1	Schneible, Robert J.	TRENTON	143	1.4
228.000-2-13	Dygert, Rickey L.	TRENTON	47	9.5
228.000-2-25.1	Schneible, Robert J.	TRENTON	143	11.8
228.000-2-13	Dygert, Rickey L.	TRENTON	47	44.0
229.000-1-70	Van Namee, Frederick	TRENTON	160	71.7
229.000-1-78.1	Jones, Terrance R.	TRENTON	81	5.1
228.000-1-37	Tolbert, Frank A.	TRENTON	155	65.3
229.000-1-78.1	Jones, Terrance R.	TRENTON	81	3.0
248.000-1-4	Jones, Terrance R.	TRENTON	81	46.8
247.000-1-1.2	Nimey, Michael G.	TRENTON	120	66.5
248.000-1-4	Jones, Terrance R.	TRENTON	81	0.8
247.000-1-6.2	Lucason, Phillip	TRENTON	100	133.5
248.000-1-4	Jones, Terrance R.	TRENTON	81	79.0
248.000-1-4	Jones, Terrance R.	TRENTON	81	1.4
247.000-2-4.1	Hammon, Lewis L. and Leona	MARCY	70	2.8
227.004-1-17.1	Moore, Michael P.	MARCY	111	4.7
227.004-1-17.2	De Biase, Frank Jr	MARCY	36	93.5
246.000-2-9	De Biase, Frank E.	MARCY	36	54.7
246.000-2-12.1	Nimey, Michael G.	MARCY	120	24.1
246.000-2-5.1	Moore, Michael P.	MARCY	111	79.6

<u>PIN</u>	<u>OWNER</u>	<u>TOWN</u>	<u>MAP#</u>	<u>ACRES</u>
246.000-1-42	Miglin, Robert S. Sr	MARCY	109	91.5
246.000-2-31.2	Farr, Thomas	MARCY	55	166.7
246.000-2-9	De Biase, Frank E.	MARCY	36	81.5
246.000-2-63	Dirda, Adam J.	MARCY	39	80.4
247.000-2-3	Harto, Dennis V.	MARCY	74	30.0
246.000-2-15	Baker, Irwin C.	MARCY	5	190.3
246.000-2-33	Dirda, Adam J.	MARCY	39	21.1
246.000-1-42	Miglin, Robert S. Sr	MARCY	109	2.7
247.000-2-4.1	Hammon, Lewis L. and Leona	MARCY	70	31.1
246.000-2-33	Dirda, Adam J.	MARCY	39	134.1
246.000-1-31	Topor, William Jr	MARCY	158	23.2
246.000-1-31	Topor, William Jr	MARCY	158	2.2
246.000-2-31.2	Farr, Thomas	MARCY	55	55.2
246.000-2-34.1	Hilts, Bernard J.	MARCY	76	141.9
246.000-1-30	Edwards, Bruce W.	MARCY	50	115.3
247.000-2-25	Lloyd, Maynard & Norma	MARCY	96	130.0
191.000-1-37	Koziarz, John S.	Floyd	85	29.6
178.000-1-27	Putnam, Ernest J.	TRENTON	129	29.4
195.000-1-29	Roberts, Laurence	TRENTON	139	57.9
195.000-1-29	Roberts, Laurence	TRENTON	139	4.1
195.000-1-29	Roberts, Laurence	TRENTON	139	10.6
247.000-2-9	Lloyd, Maynard & Norma	MARCY	96	27.8
246.000-2-28	Dirda, Adam J.	MARCY	39	1.1
247.000-2-25	Lloyd, Maynard & Norma	MARCY	96	101.6
245.000-2-2	Marsh, Gerald	MARCY	103	83.0
245.000-2-2	Marsh, Gerald	MARCY	103	1.8
261.000-3-3.1	Marsh, Gerald	MARCY	103	10.8
261.000-3-3.1	Marsh, Gerald	MARCY	103	54.1
263.000-1-3	Hammon, Lewis L. and Leona	MARCY	70	114.0
263.000-1-65.3	Babcock, Gene L.	MARCY	4	49.3
263.000-1-9.2	Buttenschon, Donald	MARCY	21	95.5
261.000-3-4	DiNitto, Anthony	MARCY	38	89.2
261.000-3-34.2	DiNitto, Anthony	MARCY	38	121.6
263.000-1-9.1	Seelman, Ronald J. Sr	MARCY	145	75.2
263.000-1-15.1	Seelman, Ronald J. Sr	MARCY	145	1.7
263.000-1-15.6	Seelman, Ronald J. Sr	MARCY	145	12.3
261.000-3-14	Benoit, Corey	MARCY	7	0.6
261.000-3-42	Capanna, Joseph A.	MARCY	26	13.5
261.000-3-35	DiNitto, Anthony	MARCY	38	6.5
261.000-3-34.2	DiNitto, Anthony	MARCY	38	70.1
261.000-3-35	DiNitto, Anthony	MARCY	38	6.9
261.000-3-34.2	DiNitto, Anthony	MARCY	38	34.9
261.000-3-35	DiNitto, Anthony	MARCY	38	2.1

170.

<u>PIN</u>	<u>OWNER</u>	<u>TOWN</u>	<u>MAP#</u>	<u>ACRES</u>
261.000-3-35	DiNitto, Anthony	MARCY	38	28.4
276.000-3-1	DiNitto, Anthony & Johanne	MARCY	38	39.3
276.000-3-5	DiNitto, Anthony & Johanne	MARCY	38	20.1
278.000-2-19.1	Risucci, Arthur R.	MARCY	136	10.6
278.000-2-19.1	Risucci, Arthur R.	MARCY	136	46.7
278.000-2-19.1	Risucci, Arthur R.	MARCY	136	18.7
278.000-1-45	Sypek, William	MARCY	152	77.7
278.000-2-41.3	Kubinski, Theodore C.	MARCY	88	18.0
277.000-1-60	Gregory, Wendy	MARCY	66	19.6
278.000-2-41.2	Kubinski, Theodore C.	MARCY	89	39.2
277.000-1-60	Gregory, Wendy	MARCY	66	40.0
293.000-1-3.2	Kubinski, Theodore C.	MARCY	88	11.8
293.000-1-23	Kubinski, Theodore C.	MARCY	88	27.7
292.000-4-22.1	Maine, William H.	MARCY	102	25.6
293.000-1-56	Kubinski, Theodore C.	MARCY	88	4.5
293.000-1-56	Kubinski, Theodore C.	MARCY	88	12.6
292.000-4-22.1	Maine, William H.	MARCY	102	23.8
292.000-4-22.1	Maine, William H.	MARCY	102	4.3
292.000-4-22.1	Maine, William H.	MARCY	102	24.1
293.003-3-56	Edic, Joseph	MARCY	48	18.4
292.004-1-44.1	Candella, Michael A.	MARCY	24	0.7
293.000-1-46.1	Edic, Joseph	MARCY	48	16.7
293.000-1-45	Edic, Peter	MARCY	49	1.9
293.000-1-46.1	Edic, Joseph	MARCY	48	0.2
306.000-2-57	Candella, Grace	MARCY	22	12.1
306.000-2-57	Candella, Grace	MARCY	22	100.7
176.000-2-6	DTT Realty, LLC,	FLOYD	44	48.5
176.000-2-2.1	Grogan, John	FLOYD	67	33.2
193.000-2-1	Racha Living Trust	FLOYD	131	238.7
191.000-1-1	Robenski, Frederick G.	FLOYD	137	18.0
193.000-2-2	Tolbert, Frank A.	FLOYD	157	5.3
192.000-1-25.2	Niedzielski, Gary F.	FLOYD	118	28.0
192.000-1-25.2	Niedzielski, Gary F.	FLOYD	118	59.6
209.000-2-22	Harvey, Kurt W.	FLOYD	75	39.2
209.000-2-7.2	Coe, Claude Jr	FLOYD	31	93.8
209.000-2-13	Coe, Claude Jr	FLOYD	31	80.5
209.000-2-12	Coe, Claude Jr	FLOYD	31	45.6
207.000-1-52.1	Bunal, Andrew	FLOYD	18	32.6
209.000-2-12	Coe, Claude Jr	FLOYD	31	65.0
209.000-2-13	Coe, Claude Jr	FLOYD	31	18.8
207.000-1-52.1	Bunal, Andrew	FLOYD	18	134.7
225.000-1-2.1	Rickmeyer, Ralph L.	FLOYD	135	104.7
225.000-1-47.3	Hartman, Arlene C.	FLOYD	71	44.1

<u>PIN</u>	<u>OWNER</u>	<u>TOWN</u>	<u>MAP#</u>	<u>ACRES</u>
226.000-1-58	Edwards, Bruce W.	FLOYD	52	143.6
207.000-1-52.1	Bunal, Andrew	FLOYD	18	20.7
226.000-1-43.1	Phillips, Ronald W.	FLOYD	125	30.8
225.000-1-17.1	Rickmeyer, Mark A.	FLOYD	134	78.7
225.000-1-47.4	Double K Farms Inc,	FLOYD	42	48.5
225.000-1-56	Rickmeyer, Mark A.	FLOYD	134	32.4
226.000-1-38.1	Edwards, Bruce	FLOYD	50	80.2
226.004-1-1.2	Edwards, Bruce	FLOYD	50	63.8
225.000-1-56	Rickmeyer, Mark A.	FLOYD	134	74.0
225.000-1-40	Rickmeyer, Mark A.	FLOYD	134	33.4
227.000-2-24.2	Edwards, Bruce W.	FLOYD	50	49.3
245.002-2-1.1	Edwards, Bruce W.	FLOYD	50	37.4
245.000-1-39.1	Bingham, Madeline V.	FLOYD	9	4.4
245.000-1-6	Moulton, Frank	FLOYD	114	24.1
245.000-1-47.2	Edwards, Bruce W.	FLOYD	50	16.3
245.000-1-52	Miglin, Robert	FLOYD	108	14.0
245.000-1-31.1	Tolbert, Frank A.	FLOYD	155	78.8
245.000-1-31.1	Tolbert, Frank A.	FLOYD	155	32.2
245.000-1-52	Miglin, Robert	FLOYD	108	12.5
245.000-1-54	Topor, William Jr	FLOYD	158	9.3
245.000-1-74	Buczowski, Theodore	FLOYD	16	178.0
244.000-2-24	Larry, Douglas C.	FLOYD	94	116.4
244.000-2-12.1	Larry, Douglas C.	FLOYD	94	22.8
245.000-1-58.1	Marsh, Gerald	FLOYD	103	17.9
245.000-1-60.1	Marsh, Gerald	FLOYD	103	121.6
245.000-1-74	Buczowski, Theodore	FLOYD	16	118.0
261.000-1-18	Marsh, Gerald	FLOYD	103	56.9
260.000-1-40	Larry, Douglas C.	FLOYD	94	28.7
261.000-1-5.1	DiNitto, Anthony	FLOYD	38	0.6
261.000-1-5.1	DiNitto, Anthony	FLOYD	38	18.2
261.000-1-21	Capanna, Joseph A.	FLOYD	26	56.1
261.000-1-5.1	DiNitto, Anthony	FLOYD	38	7.8
261.000-1-21	Capanna, Joseph A.	FLOYD	26	18.9
261.000-1-21	Capanna, Joseph A.	FLOYD	26	11.0
261.000-1-21	Capanna, Joseph A.	FLOYD	26	19.7
230.000-1-1	Van Hatten, Brenda L.	DEERFIELD	159	67.9
230.000-1-6	Teel, Gary R.	DEERFIELD	154	53.6
230.000-1-2	Brenning, Danny	DEERFIELD	10	81.4
230.000-1-4.1	Teel, Gary R.	DEERFIELD	154	79.5
230.000-1-2	Brenning, Danny	DEERFIELD	10	35.1
232.000-1-9	Polczynski, Thaddeus	DEERFIELD	127	42.2
232.000-1-4	Polczynski, Thaddeus	DEERFIELD	127	151.5
230.000-1-15	Brenning, Jerry W.	DEERFIELD	11	4.8

<u>PIN</u>	<u>OWNER</u>	<u>TOWN</u>	<u>MAP#</u>	<u>ACRES</u>
230.000-1-13	Teel, Gary R.	DEERFIELD	154	114.0
230.000-1-10.1	Redline Farms, LLC,	DEERFIELD	133	28.4
230.000-1-10.1	Redline Farms, LLC,	DEERFIELD	133	132.6
232.000-1-4	Polczynski, Thaddeus	DEERFIELD	127	56.3
249.000-1-1	Vescera, Francis X.	DEERFIELD	161	73.1
249.000-1-7.2	Agen, Patrick V.	DEERFIELD	1	9.6
249.000-1-3	Jones, William C.	DEERFIELD	82	72.6
249.000-1-7.1	Grunenwald, James	DEERFIELD	68	133.6
249.000-1-2.1	Vescera, Francis X.	DEERFIELD	161	139.5
249.000-1-8	Nebush, Frank Jr	DEERFIELD	117	119.7
249.000-1-36	Garrett, David E.	DEERFIELD	62	22.2
249.000-1-2.1	Vescera, Francis X.	DEERFIELD	161	3.7
249.000-1-26.1	Brucker, Christian G.	DEERFIELD	13	11.0
249.000-1-36	Garrett, David E.	DEERFIELD	62	2.1
249.000-1-36	Garrett, David E.	DEERFIELD	62	3.9
195.000-1-29	Roberts, Laurence	TRENTON	139	1.4
211.000-1-36	Loranger, Omer J.	TRENTON	99	43.2
211.000-1-36	Loranger, Omer J.	TRENTON	99	0.4
209.000-1-18	Coe, Claude Jr	TRENTON	31	29.3
229.000-1-18	Schneible, Robert J.	TRENTON	143	42.9
229.000-1-75.1	Gambill, Jackie E. & Elna D.	TRENTON	61	1.3
247.000-1-3	Harto Dennis	TRENTON	74	150.8
246.000-1-44	Edwards, Bruce W.	MARCY	50	7.5
246.000-1-43	Edwards Gene & Vick	MARCY	51	0.8
247.000-2-10	Meyer, Lance Bonnie	MARCY	104	67.2
245.000-2-1	Marsh, Gerald F. & Janet M.	MARCY	103	41.9
245.000-2-1	Marsh, Gerald F. & Janet M.	MARCY	103	7.3
246.000-2-17	Robertaccio, George F.	MARCY	138	56.7
261.000-3-48	Pianella, Thomas & Cecilia	MARCY	126	17.9
175.000-1-6	Hobin, Larry	FLOYD	77	71.0
175.000-1-6	Hobin, Larry	FLOYD	77	43.9
278.000-2-30	Burton, Lyle & Patricia	MARCY	19	10.4
292.000-4-7	Gregory, Harold D.	MARCY	65	56.9
292.000-4-7	Gregory, Harold D.	MARCY	65	13.0
249.000-1-26.1	Brucker, Christian G.	DEERFIELD	13	3.8
249.000-1-19.1	Pereira, Luis M.	DEERFIELD	123	3.2
249.000-1-36	Garrett, David E.	DEERFIELD	62	54.4
249.000-1-12.1	Garrett, Leo J.	DEERFIELD	63	13.5
249.000-1-12.1	Garrett, Leo J.	DEERFIELD	63	0.2
249.000-1-19.1	Pereira, Luis M.	DEERFIELD	123	138.9
249.000-1-8	Nebush, Frank Jr	DEERFIELD	117	11.4
249.000-1-36	Garrett, David E.	DEERFIELD	62	8.0
249.000-1-26.1	Brucker, Christian G.	DEERFIELD	13	71.7

<u>PIN</u>	<u>OWNER</u>	<u>TOWN</u>	<u>MAP#</u>	<u>ACRES</u>
249.000-1-8	Nebush, Frank Jr	DEERFIELD	117	2.4
249.000-1-36	Garrett, David E.	DEERFIELD	62	4.6
249.000-1-19.1	Pereira, Luis M.	DEERFIELD	123	18.4
249.000-1-12.1	Garrett, Leo J.	DEERFIELD	63	0.3
249.000-1-23	Brucker, Christian	DEERFIELD	12	43.4
249.000-1-23	Brucker, Christian	DEERFIELD	12	16.9
249.000-1-12.3	Pereira, Luis	DEERFIELD	122	51.9
249.000-1-12.1	Garrett, Leo J.	DEERFIELD	63	7.6
249.000-1-12.1	Garrett, Leo J.	DEERFIELD	63	29.3
249.000-1-26.1	Brucker, Christian G.	DEERFIELD	13	0.6
265.000-2-1.5	Rommel, Roger	DEERFIELD	142	332.5
249.000-1-23	Brucker, Christian	DEERFIELD	12	2.3
265.000-1-18	Synakowski, John	DEERFIELD	151	39.1
265.000-1-18	Synakowski, John	DEERFIELD	151	62.6
265.000-1-18	Synakowski, John	DEERFIELD	151	18.0
265.000-2-9	Moser, Hans R.	DEERFIELD	113	116.7
265.000-2-8	Moser, Hans R.	DEERFIELD	113	110.6
265.000-2-8	Moser, Hans R.	DEERFIELD	113	36.1
279.000-1-17.4	Lyszczarz, Eugene J.	DEERFIELD	101	20.2
279.000-1-17.1	Kupiak, Daniel R.	DEERFIELD	90	13.6
279.000-1-51.2	Crouch, Daryl L.	DEERFIELD	34	8.8
295.000-1-34.1	Mierek, Walter L. Jr	DEERFIELD	107	226.1
295.000-1-45	Kasprowicz, Gregory	DEERFIELD	83	26.0
295.000-1-45	Kasprowicz, Gregory	DEERFIELD	83	21.5
295.000-1-43.1	Mierek, Martin E.	DEERFIELD	106	63.8
295.000-1-45	Kasprowicz, Gregory	DEERFIELD	83	56.4
295.000-1-41.1	Sharpe, Alan	DEERFIELD	147	30.0
295.000-1-48	Mierek, Martin E.	DEERFIELD	106	0.7
295.000-1-43.1	Mierek, Martin E.	DEERFIELD	106	83.2
295.000-1-41.1	Sharpe, Alan	DEERFIELD	147	59.5
295.000-1-41.1	Sharpe, Alan	DEERFIELD	147	8.0
295.000-1-43.1	Mierek, Martin E.	DEERFIELD	106	37.4
295.000-1-42.2	Kasprowicz, Gregory	DEERFIELD	83	1.0
159.000-1-43.1	Burton, Judith M.	TRENTON	20	220.1
159.000-1-43.1	Burton, Judith M.	TRENTON	20	32.7
159.000-1-43.1	Burton, Judith M.	TRENTON	20	14.2
177.000-1-5	Roberts, Glen W.	TRENTON	140	121.3
177.000-1-3	Hajdasz, Wayne A.	TRENTON	69	52.0
177.000-1-6.1	Putnam, Dwight C.	TRENTON	130	88.0
177.000-1-5	Roberts, Glen W.	TRENTON	140	0.4
177.000-1-8	Roberts, Glen W.	TRENTON	140	7.7
177.000-1-2	Roberts, James M.	TRENTON	141	20.1
177.000-1-6.1	Putnam, Dwight C.	TRENTON	130	1.4

<u>PIN</u>	<u>OWNER</u>	<u>TOWN</u>	<u>MAP#</u>	<u>ACRES</u>
177.000-1-4	Roberts, James M.	TRENTON	141	85.8
177.000-1-5	Roberts, Glen W.	TRENTON	140	76.1
177.000-1-5	Roberts, Glen W.	TRENTON	140	53.4
177.000-1-52	Roberts, James M.	TRENTON	141	73.7
177.000-1-52	Roberts, James M.	TRENTON	141	22.0
247.000-2-34	Candella, Michael C.	MARCY	25	33.0
191.000-1-8.2	Koziarz, John S.	FLOYD	85	34.3
190.000-1-33	Shaddon, Frank	FLOYD	146	67.4
228.000-2-11.1	Jones, Terrance R.	TRENTON	81	53.9
229.000-1-78.1	Jones, Terrance R.	TRENTON	81	89.9
247.000-1-45.2	Jones, Terrance R.	TRENTON	81	158.9
248.000-1-4	Jones, Terrance R.	TRENTON	81	189.8
247.000-1-46.1	Jones, Terrance R.	TRENTON	81	102.0
176.000-1-8	DTT Realty, LLC,	TRENTON	43	32.0
193.000-1-8	Finndale Farms, LLC,	TRENTON	57	7.6
246.000-2-27	Bulley, Robert C.	MARCY	164	84.9
250.000-1-24	Crofts, Peter	DEERFIELD	33	150.9
265.000-1-23.12	Horan, Terrance S.	DEERFIELD	78	18.5
265.000-1-23.8	Horan, Terrance S.	DEERFIELD	78	11.1
266.000-1-7.2	Fusco, Daniel	DEERFIELD	58	44.2
307.000-1-20	KW Utica, LLC.	DEERFIELD	91	7.4
176.000-2-3.2	DTT Realty, LLC.	FLOYD	44	11.6
265.000-1-27.8	Goldsmith, Joseph	DEERFIELD	64	10.3
292.000-3-6	Candella, Grace & Michael	MARCY	22	16.6
292.000-3-6	Candella, Grace & Michael	MARCY	22	6.6
292.000-3-6	Candella, Grace & Michael	MARCY	22	16.2
176.000-2-3	Perry, Robert	FLOYD	124	4.1
176.000-2-3	Perry, Robert	FLOYD	124	35.7
245.000-1-40	Bingham, Howard & Elizabeth	FLOYD	8	6.3
261.000-1-17	Capanna, Joe A.	FLOYD	26	93.6
261.000-1-17	Capanna, Joe A.	FLOYD	26	7.1
261.000-1-17	Capanna, Joe A.	FLOYD	26	10.2
261.000-1-17	Capanna, Joe A.	FLOYD	26	12.9
261.000-1-17	Capanna, Joe A.	FLOYD	26	6.9
250.000-1-19	Muthig, William R & Wife	DEERFIELD	116	146.3
250.000-1-27	Muthig, William R & Wife	DEERFIELD	116	11.0
250.000-1-27	Muthig, William R & Wife	DEERFIELD	116	1.2
250.000-1-27	Muthig, William R & Wife	DEERFIELD	116	51.6
250.000-1-27	Muthig, William R & Wife	DEERFIELD	116	10.5
250.000-1-19	Muthig, William R & Wife	DEERFIELD	116	3.1
262.000-2-13	Potrzeba, Edward & Heather	MARCY	128	12.1
262.000-2-13	Potrzeba, Edward & Heather	MARCY	128	176.1
190.000-1-15	Koziarz, John	FLOYD	85	0.1

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<u>PIN</u>	<u>OWNER</u>	<u>TOWN</u>	<u>MAP#</u>	<u>ACRES</u>
307.016-1-18.1	Weiss, Kurt	UTICA	163	57.8
277.004-1-8.1	Kreimeyer, Arlene	MARCY	86	67.5
280.000-2-8	Klosek, Steven	DEERFIELD	84	58.6
190.000-1-5	Koziarz, John S.	FLOYD	85	79.2
245.000-1-39.1	Bingham, Madeline V.	FLOYD	9	99.8
227.000-2-28.1	Edwards, Bruce W.	FLOYD	50	83.1
227.000-2-28.1	Edwards, Bruce W.	FLOYD	50	55.7
226.000-1-43.5	Edwards, Bruce W.	FLOYD	50	34.5
245.000-1-40.2	Edwards, Bruce W.	FLOYD	50	12.0
245.000-1-40.4	Edwards, Bruce W.	FLOYD	50	14.3
245.000-1-33.4	Edwards, Bruce W.	FLOYD	50	59.0
226.000-1-43.1	Phillips, Ronald W.	FLOYD	125	89.9
245.000-1-40.1	Bingham, Howard & Elizabeth	FLOYD	8	24.0
246.000-1-1	Edwards, Bruce W.	MARCY	50	51.0
229.000-1-75.1	Gambill, Jackie E. & Elna D.	TRENTON	61	65.9
229.000-1-75.1	Gambill, Jackie E. & Elna D.	TRENTON	61	56.1
229.000-1-75.1	Gambill, Jackie E. & Elna D.	TRENTON	61	13.6
229.000-1-75.1	Gambill, Jackie E. & Elna D.	TRENTON	61	9.1
229.000-1-75.1	Gambill, Jackie E. & Elna D.	TRENTON	61	2.3
293.000-1-1	Tauss, David A.	MARCY	153	126.9
247.000-1-70.1	Candella, Michael C.	TRENTON	25	10.4
278.000-2-40	Risucci, Arthur R., Sr.	MARCY	165	0.0
			<b>TOTAL</b>	
			<b>ACRES</b>	<b>19263.5</b>

176.



**PART II – ENVIRONMENTAL ASSESSMENT (To be completed by Agency)**

A. DOES ACTION EXCEED ANY TYPE I THRESHOLD IN 6 NYCRR, PART 617.12? If yes, coordinate the review process and use the FULL EAF.  
 Yes  No

B. WILL ACTION RECEIVE COORDINATED REVIEW AS PROVIDED FOR UNLISTED ACTION IN 6NYCRR, PART 617.6? If No, a negative declaration may be superseded by another involved agency.  
 Yes  No

C. COULD ACTION RESULT IN ANY ADVERSE EFFECTS ASSOCIATED WITH THE FOLLOWING: (Answers may be handwritten, if legible)

C1. Existing air quality, surface or groundwater quality or quantity, noise levels, existing traffic patterns, solid waste production or disposal, potential for erosion, drainage or flooding problems? Explain briefly: Yes. Potential effect to air quality caused by odor, effects to surface or groundwater caused by farming practices, and erosion if livestock permitted direct access to stream banks. (See attached Determination of Significance)

C2. Aesthetic, agricultural, archaeological, historic, or other natural or cultural resources; or community or neighborhood character? Explain briefly:  
 No. Proposed action may result in beneficial effects. (See attached Determination of Significance)

C3. Vegetation or fauna, fish, shellfish or wildlife species, significant habitats, or threatened or endangered species? Explain briefly:  
 No. Proposed action may result in beneficial effects. (See attached Determination of Significance)

C4. A community's existing plans or goals as officially adopted, or a change in use or intensity of use of land or other natural resources? Explain Briefly:  
 No. Proposed action may result in beneficial effects. (See attached Determination of Significance)

C5. Growth, subsequent development, or related activities likely to be induced by the proposed action? Explain briefly:  
 No. (See attached Determination of Significance)

C6. Long term, short term, cumulative, or other effects not identified in C1-5? Explain briefly:  
 No.

C7. Other impacts (including changes in use of either quantify or type of energy)? Explain briefly:  
 No.

D. WILL THE PROJECT HAVE AN IMPACT ON THE ENVIRONMENTAL CHARACTERISTICS THAT CAUSED THE ESTABLISHMENT OF A CEA?  
 Yes  No

E. IS THERE, OR IS THERE LIKELY TO BE, CONTROVERSY RELATED TO POTENTIAL ADVERSE ENVIRONMENTAL IMPACTS?  
 Yes  No

**PART III – DETERMINATION OF SIGNIFICANCE (To be completed by Agency)**

**INSTRUCTIONS:** For each adverse effect identified above, determine whether it is substantial, large, important or otherwise significant. Each effect should be assessed in connection with its (a) setting (i.e. urban or rural); (b) probably of occurring; (c) duration; (d) irreversibility; (e) geographic scope; and (f) magnitude. If necessary, add attachments or reference materials. Ensure that explanations contain sufficient detail to show that all relevant adverse impacts have been identified and adequately addressed.

Check this box if you have identified one or more potentially large or significant adverse impacts which **MAY** occur. Then proceed directly to the **FULL EAF** and/or prepare a positive declaration.

Check this box if you have determined, based on the information and analysis above and any supporting documentation, that the proposed action **WILL NOT** result in any significant adverse environmental impact **AND** provide on attachments as necessary, the reasons supporting this determination:

Oneida County Board of Legislators  
 Name of Lead Agency

<p>_____                  Gerald J. Fiorini                  Print or Type Name of Responsible Officer in Lead Agency</p>	<p>_____                  Chairman                  Title of Responsible Officer</p>
<p>_____                  Signature of Responsible Officer in Lead Agency</p>	<p><u>John P. Kent Jr.</u>                  Signature of Prepared (If different from responsible officer)</p>

3/31/08  
 Date

617.21  
Appendix C  
State Environmental Quality Review

SHORT ENVIRONMENTAL ASSESSMENT FORM

Part III - Determination of Significance

Re: Oneida County Agricultural District 7 (OC -7)

The following paragraphs include responses to questions C1 through C5 of Part II of the Environmental Assessment Form.

- C1) While the attached Environmental Assessment - Part II, C1 notes a potential adverse effect caused by the agricultural activity with regard to odor, surface and groundwater quality, and erosion, the effect is not considered substantial, large or otherwise significant. The area is predominantly agricultural with scattered rural residences and woodland. Additionally, the duration and reversibility of any such potential impact is highly controllable through the implementation of Agricultural Best Management Practices, which will also further reduce the likelihood of the adverse effects occurring.
- C2) With regard to aesthetic, agricultural resources and community character discussed in Part II, C2, the proposed agricultural use will have no adverse effects and may, in fact, have beneficial effects by encouraging the continuation of existing land uses as agriculture and open space. (See the discussion of C4 and C5 below)
- C3) With regard to vegetation and wildlife habitat discussed in Part II, C3, the agricultural uses of lands may have a beneficial effect in creating wildlife habitat and, in some cases of crop production, providing a source of food supply for wildlife.
- C4) Regarding potential impacts to a community's existing plans or land use goals discussed in Part II, C4, the modification of Agricultural District 7 (OC-7) will not be in conflict with existing plans or land use goals within the Towns of Deerfield, Floyd, Marcy, or Trenton.
- C5) Regarding potential adverse impacts associated with topics discussed within Part II, C5, including: growth, subsequent development, or related activities induced by the proposed action, the continuation of land as agriculture and open space, in combination with the intent of the NYS Agricultural and Markets Law, will further control growth and development in all municipalities within OC-7.

617.12  
Appendix F  
State Environmental Quality Review  
**NEGATIVE DECLARATION**  
Notice of Determination of Non-Significance

Project Number OC-7

Date 3/31/08

This notice is issued pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act) of the Environmental Conservation Law.

The Oneida County Board of Legislators, as lead agency, has determined that the proposed action described below will not have significant effect on the environment and a Draft Environmental Impact Statement will not be prepared.

**Name of Action:** Oneida County Agricultural District 7 (OC-7)

**SEQR status:** Type I   
Unlisted

**Conditional Negative Declaration:**  Yes  
 No

**Description of Action:** The eight-year review of existing Agricultural District OC – 7 (Formerly Districts 10 & 15) and its extension with modifications for eight additional years.

**Location:** (Include street address and the name of the municipality/county. A location map of appropriated scale is also recommended.) The district boundaries have been modified to include the Towns of Deerfield, Floyd, Marcy, and Trenton.

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**Reasons Supporting This Determination:**

(See 617.6(g) for requirements of this determination: see 617.6(h) for Conditional Negative Declaration)

**If Conditional Negative Declaration**, Provide on attachment the specific mitigation measures imposed.

For Further Information:

Contact Person:

Address:

Telephone Number:

**For Type I Actions and Conditioned Negative Declarations, a Copy of this Notice Sent to:**

Commissioner, Department of Environmental Conservation, 50 Wolf Road, Albany, New York 12233-0001

Appropriate Regional Office of the Department of Environmental Conservation

Office of the Chief Executive Officer of the political subdivision in which the action will be principally located.

Applicant (if any)

Other involved agencies (if any)

181.

**NOTICE OF PUBLIC HEARING**  
**CONSOLIDATED AGRICULTURAL DISTRICT #7**  
**DEERFIELD, FLOYD, MARCY & TRENTON**

---

**NOTICE IS HEREBY GIVEN** that a public hearing on the Consolidation of Agricultural District #7, Towns of Deerfield, Floyd, Marcy and Trenton shall be held by the Oneida County Board of Legislators at 7:30 PM on Monday, February 25, 2008 at the Marcy Town Hall, 8801 Paul Becker Road, Marcy, NY to acknowledge consolidation changes.

Said public hearing is being held to consider the recommendations of the Oneida County Planning Board and the Agricultural and Farmland Protection Board for proposed modifications of said District.

A description of maps of the District, proposed modifications and recommendations may be examined in the office of the Clerk of the Oneida County Board of Legislators, 800 Park Avenue, Utica, NY.

All parties of interest and citizens will be heard by the Oneida County Board of Legislators at the public hearing.

**ONEIDA COUNTY BOARD OF LEGISLATORS**

Susan L. Crabtree, Clerk  
**SUSAN L. CRABTREE, CLERK**

**DATED: February 13, 2008**

## ONEIDA COUNTY BOARD OF LEGISLATORS

### RESOLUTION NO. 68

**INTRODUCED BY:** Mr. Porter, Mrs. Mandryck  
**2ND BY:** Mr. Wilcox

**RE: RESOLUTION SCHEDULING A PUBLIC HEARING FOR FEBRUARY 25, 2008 REGARDING CONSOLIDATED AGRICULTURAL DISTRICT #7 - TOWNS OF DEERFIELD, FLOYD, MARCY & TRENTON (FORMERLY DISTRICT #10 WHICH INCLUDED DEERFIELD, MARCY, TRENTON, FLOYD AND WHITESTOWN)**

- WHEREAS,** The creation of Agricultural District #7 in the Towns of Deerfield, Floyd, Marcy and Trenton was established pursuant to Article 25AA of the Agriculture and Markets Law, and
- WHEREAS,** Under Section 303(7A) of the Agriculture and Markets Law, the County of Oneida is required to review a District eight years after its creation and every eight years thereafter, and
- WHEREAS,** During a 30-day period any municipality whose territory encompasses the above Agricultural District, and any State agency or landowner within or adjacent to the District, may propose a modification of the District. Pursuant to the "Established Policy for the Consolidation of Agricultural Districts Within Oneida County", the District now more closely reflects town boundaries versus intermingling town boundaries across Agricultural Districts, and
- WHEREAS,** Any proposed modification must be filed with the Oneida County Clerk and the Clerk of the County Board of Legislators within the 30 days specified, and
- WHEREAS,** At the termination of the 30-day period, the District and proposed modification will be submitted to the Oneida County Planning Board and the Oneida County Agricultural and Farmland Protection Board and thereafter a public hearing must be held, now, therefore, be it hereby
- RESOLVED,** That the Clerk of this Board be and hereby is authorized and directed to cause a notice to be published in the Rome Sentinel and the Observer Dispatch in which will be stated the time, place and date of such Hearing and a description of the District, and it is further
- RESOLVED,** That said Public Hearing shall be held at 7:30 PM on Monday, February 25, 2008 at the Marcy Town Hall, 8801 Paul Becker Road, Marcy, NY.

APPROVED: Ways & Means Committee (February 13, 2008)

DATED: February 13, 2008

Adopted by the following v.v. vote:

AYES 27 NAYS 0 ABSENT 1 (Mr. Goodman) VACANT 1 (22<sup>nd</sup> District)

183.

**NOTICE OF 30-DAY PERIOD FOR PUBLIC REVIEW  
OF AN AGRICULTURAL DISTRICT  
PURSUANT TO THE EIGHT YEAR REVIEW**

**PLEASE TAKE NOTICE**, that Agricultural District #7 (previously identified as District #10, Towns of Deerfield, Marcy, Trenton, Floyd and Whitestown) was established on July 6, 1975 pursuant to Article 25-AA of the Agriculture and Markets Law.

**PLEASE TAKE NOTICE**, that after consolidation, Agricultural district #7 shall consist of the Towns of Deerfield, Floyd, Marcy, and Trenton.

**PLEASE TAKE FURTHER NOTICE**, that under Section 303(7)(A) of the Agriculture and Markets Law, the County is required to review a District eight years after its creation and every eight years thereafter.

**PLEASE TAKE FURTHER NOTICE**, that during this 30-day period, any municipality whose territory encompasses the above Agricultural District, any State Agency or any landowner within or adjacent to the District, may propose a modification of the District.

**PLEASE TAKE FURTHER NOTICE**, that any proposed modification must be filed with the Clerk of the Oneida County Board of Legislators within the thirty (30) days specified.

**PLEASE TAKE FURTHER NOTICE**, that at the termination of the thirty (30) day period the District and proposed modification will be submitted to the Oneida County Planning Board, the Oneida County Agricultural and Farmland Protection Board, and thereafter a public hearing will be held on the District's proposed modification, and recommendation of said Board.

/s/ Susan L. Crabtree  
\_\_\_\_\_  
SUSAN L. CRABTREE, CLERK  
Oneida County Board of Legislators

DATED: October 4, 2006

184.



## ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini  
Chairman  
(315) 798-5900

Susan L. Crabtree  
Clerk  
(315) 798-5901

James M. D'Onofrio  
Majority Leader

Harry A. Hertline  
Minority Leader

September 18, 2006

Pamela N. Mandryck, Chair  
Agricultural and Farmland Protection Board  
9245 Sly Hill Road  
Ava, New York 13303

**RE: Eight Year Review – Former Agricultural District No. 10, (which included Deerfield, Marcy, Trenton, Floyd, and Whitestown) - Now Consolidated Agricultural District No. 7, to include Towns of Deerfield, Floyd, Marcy and Trenton.**

Dear Pam,

This office is in receipt of a request for an eight-year county evaluation of the above referenced agricultural district. With the consolidation plan underway that was approved by the Farmland Protection Board, this district will be renamed "Consolidated Agricultural District No. 7" and will now include the towns of Deerfield, Floyd, Marcy and Trenton.

A docket sheet has been prepared with correspondence attached for review by your committee. Maps and other necessary will be provided by the County Planning Department.

Upon completion of review by your committee, please return the docket to this office together with the committee's report and recommendations.

Sincerely,

SUSAN L. CRABTREE  
CLERK OF THE BOARD

SLC:pp

Cc: FPB Members

185.



# ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini  
Chairman  
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Susan L. Crabtree  
Clerk  
(315) 798-5901

James M. D'Onofrio  
Majority Leader

Michael J. Hennessy  
Minority Leader

April 11, 2008

*JN 2008-256*

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

## WAYS & MEANS

Honorable Members:

The Oneida County Board of Legislators designated January 1 through January 31, 2008 as "Open Enrollment" for farm-land owners in Oneida County, pursuant to an amendment by New York State to the Agriculture and Markets Law. This "open enrollment" period allowed the opportunity for landowner inclusion in an agricultural district, without waiting till the traditional review period of a district.

I have received the attached documentation provided by Pamela N. Mandryck, Chair of the Farmland Protection Board (FPB), after the Oneida County Agricultural and Farmland Protection Board reviewed the submitted applications for this year on an individual basis and found 11 landowners owning 20 parcels and totaling 1,031.2 acres to be in accordance with the qualifications for inclusion within an agricultural district.

Therefore, I submit the attached packet of information for final approval of the "Open Enrollment" period and I respectfully request that this be considered at Ways & Means and at the Board meeting of **April 30, 2008**.

Respectfully submitted,

GERALD J. FIORINI,  
CHAIRMAN OF THE BOARD

GJF:pp  
attachments

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2008 APR 15 AM 10:11

*186*

**ONEIDA COUNTY DEPARTMENT OF PLANNING REPORT  
OPEN ENROLLMENT ADDITIONS TO EXISTING AGRICULTURAL DISTRICTS  
MARCH 2008**

I. INTRODUCTION

Oneida County established January 1, 2008 – January 31, 2008 as the Open Enrollment Period for Agricultural Districts. A public hearing was held on February 25, 2008. This report reflects the recommendations of the Oneida County Farmland Protection Board.

II. DISCUSSION

A total of 11 landowners, owning 1031.2 acres of farmland expressed a desire to be within an agricultural district by submitting an Agricultural District Enrollment Form to the Agricultural and Farmland Protection Board. These landowners, together with the specific parcels and acreages to be enrolled in the modified district, are shown on the attached list.

III. FINDINGS MADE BY THE ONEIDA COUNTY AGRICULTURAL AND FARMLAND PROTECTION BOARD

The Oneida County Agricultural and Farmland Protection Board reviewed all of the applications and parcels on an individual basis and found all of them to be in accordance with the qualifications for inclusion within an agricultural district.

Therefore, the Oneida County Agricultural and Farmland Protection Board recommends that the 11 landowners and 1031.2 acres of farmland shown on the attached list be added to the existing, corresponding agricultural districts.

IV. RECOMMENDATION

The Oneida County Agricultural and Farmland Protection Board recommends that the 11 landowners and 1031.2 acres of farmland shown on the attached list. It is further recommended that the Oneida County Board of Legislators forward the list of properties and landowners to the NYS Commissioner of Agriculture and Markets for approval and recertification

OPENENROLLMENTREPORT  
3/31/08

**ONEIDA COUNTY AGRICULTURAL DISTRICTS**  
**2008 OPEN ENROLLMENT APPLICATIONS**

<b><u>PIN</u></b>	<b><u>OWNER</u></b>	<b><u>TOWN</u></b>	<b><u>DISTRICT</u></b>	<b><u>ACRES</u></b>
407.014-1-59	Haar, Christopher	Bridgewater	6	9.4
180.000-1-36	Hanvey, Brett and Kristin	Vienna	1	17.1
344.000-1-2.7	Miller, Melanie and Kevin	Vernon	4	16.5
291.000-1-73	Mimassi, Michael J.	Whitestown	5	95.2
290.000-2-41	Mimassi, Michael J.	Whitestown	5	4.8
290.000-2-42	Mimassi, Michael J.	Whitestown	5	0.4
189.000-1-41	Pavlot, T.L and J.L	Rome	2	155.9
394.000-1-4.2	Malysa, I. Diane	Bridgewater	6	53.4
401.000-1-16	Jaquish, Robert W. and Janice M.	Bridgewater	6	23.5
301.000-2-60.1	Steixner, Richard	Westmoreland	5	82.3
65.000-1-6.1	Black River Farm Inc.	Boonville	3	46.0
48.000-1-34.3	Black River Farm Inc.	Boonville	3	7.8
65.000-1-6.1	Black River Farm Inc.	Boonville	3	33.3
64.000-1-26	Black River Farm Inc.	Boonville	3	1.7
64.000-1-7.1	Black River Farm Inc.	Boonville	3	26.5
65.000-1-3.5	Black River Farm Inc.	Boonville	3	73.4
64.000-1-28	Black River Farm Inc.	Boonville	3	48.0
83.000-1-14	Pupko, Michael and Eleanor	Boonville	3	233.8
83.000-2-3	Pupko, Michael and Eleanor	Steuben	3	48.3
239.000-2-17.1	Gafner, George	Verona	4	53.7
			<b>TOTAL</b>	
			<b>ACRES</b>	1031.2



**PART II – ENVIRONMENTAL ASSESSMENT (To be completed by Agency)**

A. DOES ACTION EXCEED ANY TYPE I THRESHOLD IN 6 NYCRR, PART 617.12? If yes, coordinate the review process and use the FULL EAF.  
 Yes  No

B. WILL ACTION RECEIVE COORDINATED REVIEW AS PROVIDED FOR UNLISTED ACTION IN 6NYCRR, PART 617.6? If No, a negative declaration may be superseded by another involved agency.  
 Yes  No

C. COULD ACTION RESULT IN ANY ADVERSE EFFECTS ASSOCIATED WITH THE FOLLOWING: (Answers may be handwritten, If legible)

C1. Existing air quality, surface or groundwater quality or quantity, noise levels, existing traffic patterns, solid waste production or disposal, potential for erosion, drainage or flooding problems? Explain briefly: Yes. Potential effect to air quality caused by odor, effects to surface or groundwater caused by farming practices, and erosion if livestock permitted direct access to stream banks. (See attached Determination of Significance)

C2. Aesthetic, agricultural, archaeological, historic, or other natural or cultural resources; or community or neighborhood character? Explain briefly:  
 No. Proposed action may result in beneficial effects. (See attached Determination of Significance)

C3. Vegetation or fauna, fish, shellfish or wildlife species, significant habitats, or threatened or endangered species? Explain briefly:  
 No. Proposed action may result in beneficial effects. (See attached Determination of Significance)

C4. A community's existing plans or goals as officially adopted, or a change in use or intensity of use of land or other natural resources? Explain Briefly:  
 No. Proposed action may result in beneficial effects. (See attached Determination of Significance)

C5. Growth, subsequent development, or related activities likely to be induced by the proposed action? Explain briefly:  
 No. (See attached Determination of Significance)

C6. Long term, short term, cumulative, or other effects not identified in C1-5? Explain briefly:  
 No.

C7. Other impacts (including changes in use of either quantify or type of energy)? Explain briefly:  
 No.

D. WILL THE PROJECT HAVE AN IMPACT ON THE ENVIRONMENTAL CHARACTERISTICS THAT CAUSED THE ESTABLISHMENT OF A CEA?  
 Yes  No

E. IS THERE, OR IS THERE LIKELY TO BE, CONTROVERSY RELATED TO POTENTIAL ADVERSE ENVIRONMENTAL IMPACTS?  
 Yes  No

**PART III – DETERMINATION OF SIGNIFICANCE (To be completed by Agency)**

**INSTRUCTIONS:** For each adverse effect identified above, determine whether it is substantial, large, important or otherwise significant. Each effect should be assessed in connection with its (a) setting (i.e. urban or rural); (b) probably of occurring; (c) duration; (d) irreversibility; (e) geographic scope; and (f) magnitude. If necessary, add attachments or reference materials. Ensure that explanations contain sufficient detail to show that all relevant adverse impacts have been identified and adequately addressed.

Check this box if you have identified one or more potentially large or significant adverse impacts which **MAY** occur. Then proceed directly to the **FULL EAF** and/or prepare a positive declaration.

Check this box if you have determined, based on the information and analysis above and any supporting documentation, that the proposed action **WILL NOT** result in any significant adverse environmental impact **AND** provide on attachments as necessary, the reasons supporting this determination:

Oneida County Board of Legislators  
 Name of Lead Agency

<p>_____                  Gerald J. Fiorini                  Print or Type Name of Responsible Officer in Lead Agency</p>	<p>_____                  Chairman                  Title of Responsible Officer</p>
<p>_____                  Signature of Responsible Officer in Lead Agency</p>	<p><u>John R. Kent Jr.</u>                  Signature of Prepared (If different from responsible officer)</p>

3/31/08  
 Date

190

617.21  
Appendix C  
State Environmental Quality Review

SHORT ENVIRONMENTAL ASSESSMENT FORM

Part III - Determination of Significance

Re: Open Enrollment Properties for Oneida County 2008

The following paragraphs include responses to questions C1 through C5 of Part II of the Environmental Assessment Form.

- C1) While the attached Environmental Assessment - Part II, C1 notes a potential adverse effect caused by the agricultural activity with regard to odor, surface and groundwater quality, and erosion, the effect is not considered substantial, large or otherwise significant. The area is predominantly agricultural with scattered rural residences and woodland. Additionally, the duration and reversibility of any such potential impact is highly controllable through the implementation of Agricultural Best Management Practices, which will also further reduce the likelihood of the adverse effects occurring.
- C2) With regard to aesthetic, agricultural resources and community character discussed in Part II, C2, the proposed agricultural use will have no adverse effects and may, in fact, have beneficial effects by encouraging the continuation of existing land uses as agriculture and open space. (See the discussion of C4 and C5 below)
- C3) With regard to vegetation and wildlife habitat discussed in Part II, C3, the agricultural uses of lands may have a beneficial effect in creating wildlife habitat and, in some cases of crop production, providing a source of food supply for wildlife.
- C4) Regarding potential impacts to a community's existing plans or land use goals discussed in Part II, C4, the addition of the 1031.2 acres will not be in conflict with any community's existing plans or land use goals.
- C5) Regarding potential adverse impacts associated with topics discussed within Part II, C5, including: growth, subsequent development, or related activities induced by the proposed action, the continuation of land as agriculture and open space, in combination with the intent of the NYS Agricultural and Markets Law, will further control growth and development in most municipalities within Oneida County.

617.12  
Appendix F  
State Environmental Quality Review  
**NEGATIVE DECLARATION**  
Notice of Determination of Non-Significance

Project Number Open Enrollment 2008

Date 3/31/08

This notice is issued pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act) of the Environmental Conservation Law.

The Oneida County Board of Legislators, as lead agency, has determined that the proposed action described below will not have significant effect on the environment and a Draft Environmental Impact Statement will not be prepared.

**Name of Action:** Open Enrollment Additions to Existing Agricultural Districts within Oneida County

**SEQR status:** Type I   
Unlisted

**Conditional Negative Declaration:**  Yes  
 No

**Description of Action:** The addition of 20 parcels and 1031.2 acres to existing agricultural districts within Oneida County for 2008.

**Location:** (Include street address and the name of the municipality/county. A location map of appropriated scale is also recommended.) Since the properties to be added are spread throughout the county, individual parcel maps are included.

*192.*

**Reasons Supporting This Determination:**

(See 617.6(g) for requirements of this determination: see 617.6(h) for Conditional Negative Declaration)

**If Conditional Negative Declaration**, Provide on attachment the specific mitigation measures imposed.

For Further Information:

Contact Person:

Address:

Telephone Number:

**For Type I Actions and Conditioned Negative Declarations, a Copy of this Notice Sent to:**

Commissioner, Department of Environmental Conservation, 50 Wolf Road, Albany, New York 12233-0001

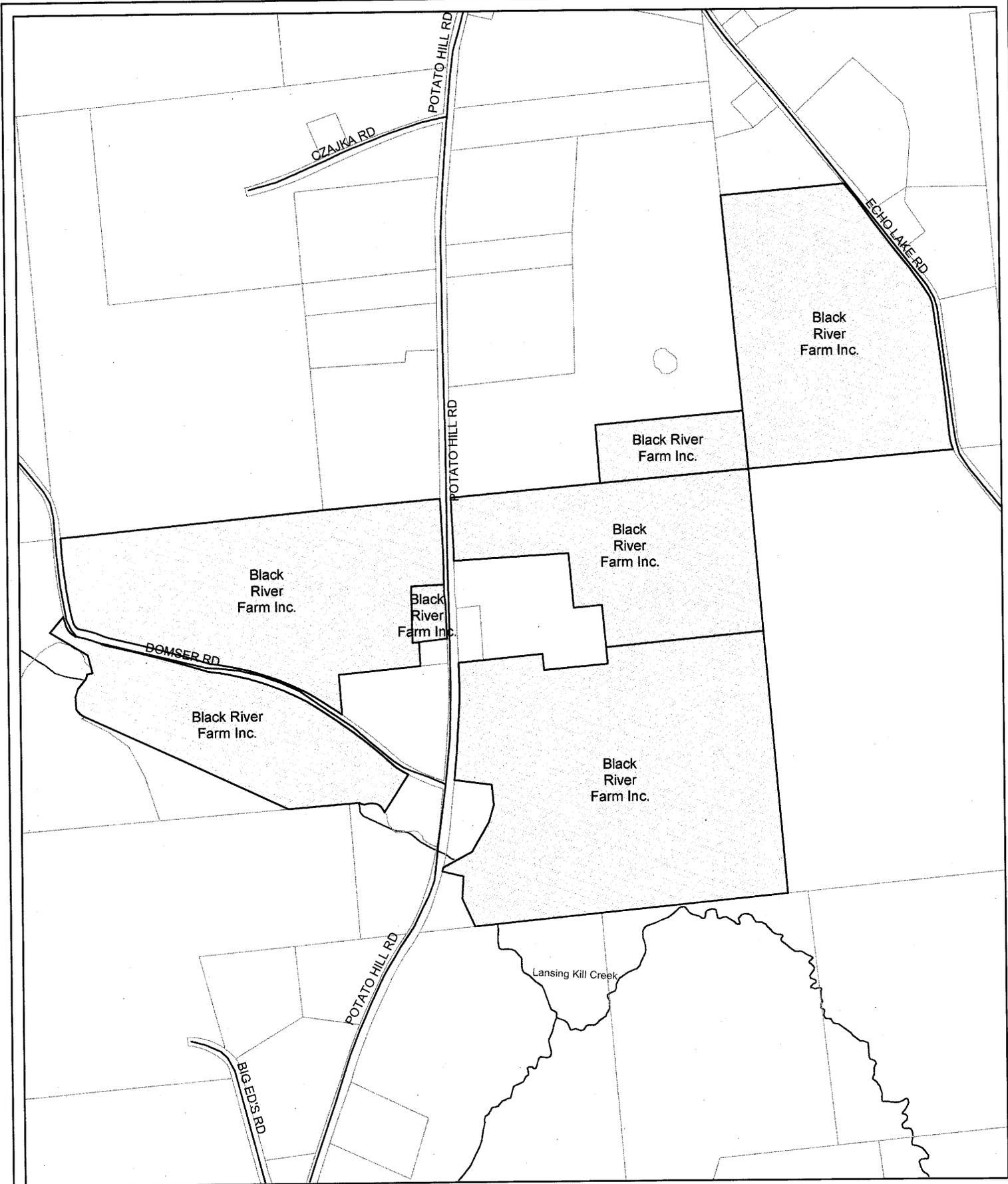
Appropriate Regional Office of the Department of Environmental Conservation

Office of the Chief Executive Officer of the political subdivision in which the action will be principally located.

Applicant (if any)

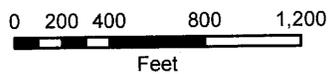
Other involved agencies (if any)

193.



Oneida County Ag. Districts  
Open Enrollment Map

2008



Scale: 1 inch = 800 feet

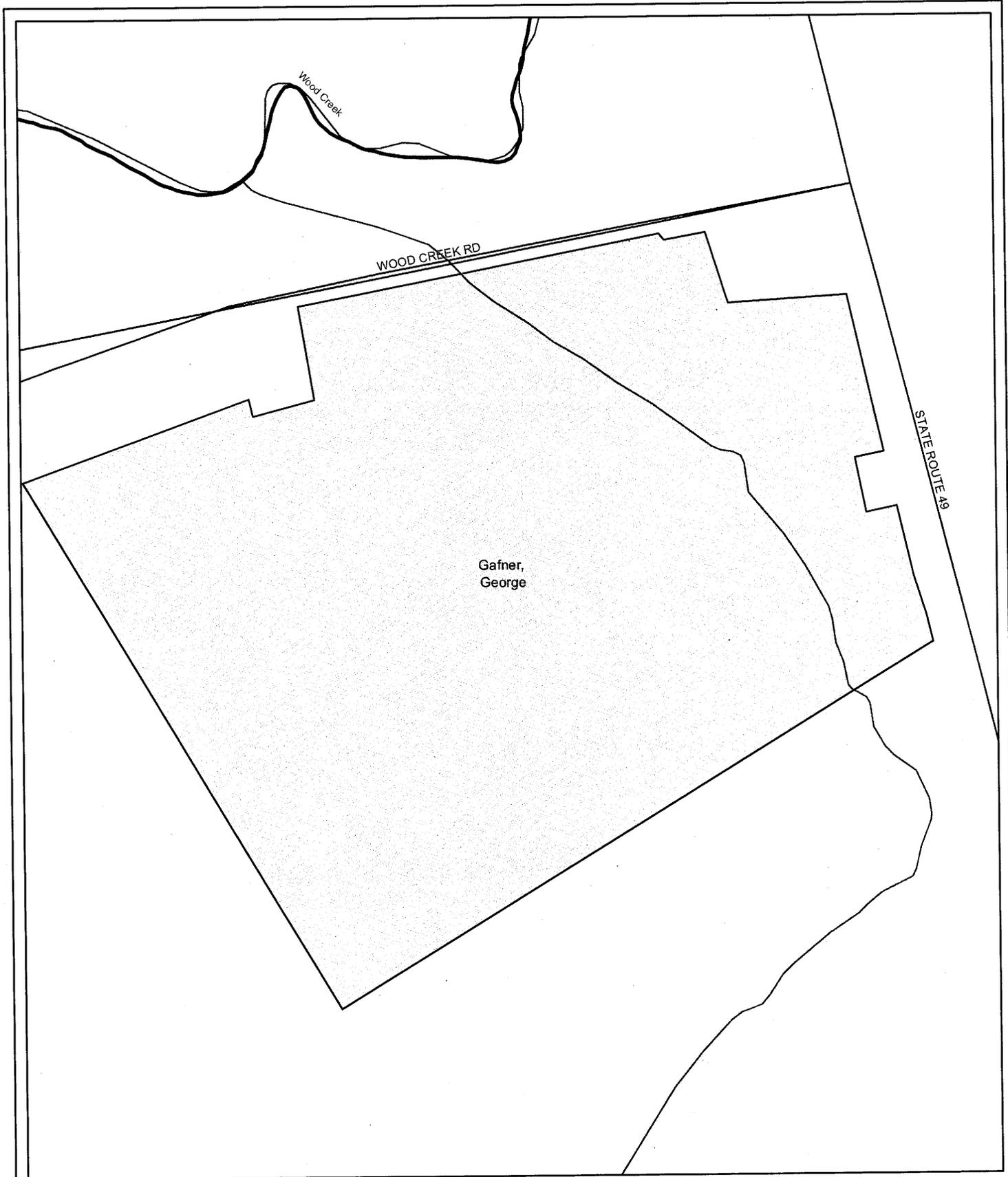
**Legend**

- Municipal Boundaries
- Open Enrollment 2008
- Parcels
- Water Bodies
- Roads

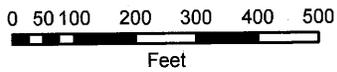
Boonville

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194



Oneida County Ag. Districts  
Open Enrollment Map



Scale: 1 inch = 300 feet

**Legend**

- Municipal Boundaries
- Water Bodies
- Roads
- Open Enrollment 2008
- Parcels

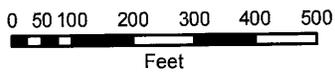
Verona

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*195*



Oneida County Ag. Districts  
Open Enrollment Map



Scale: 1 inch = 300 feet

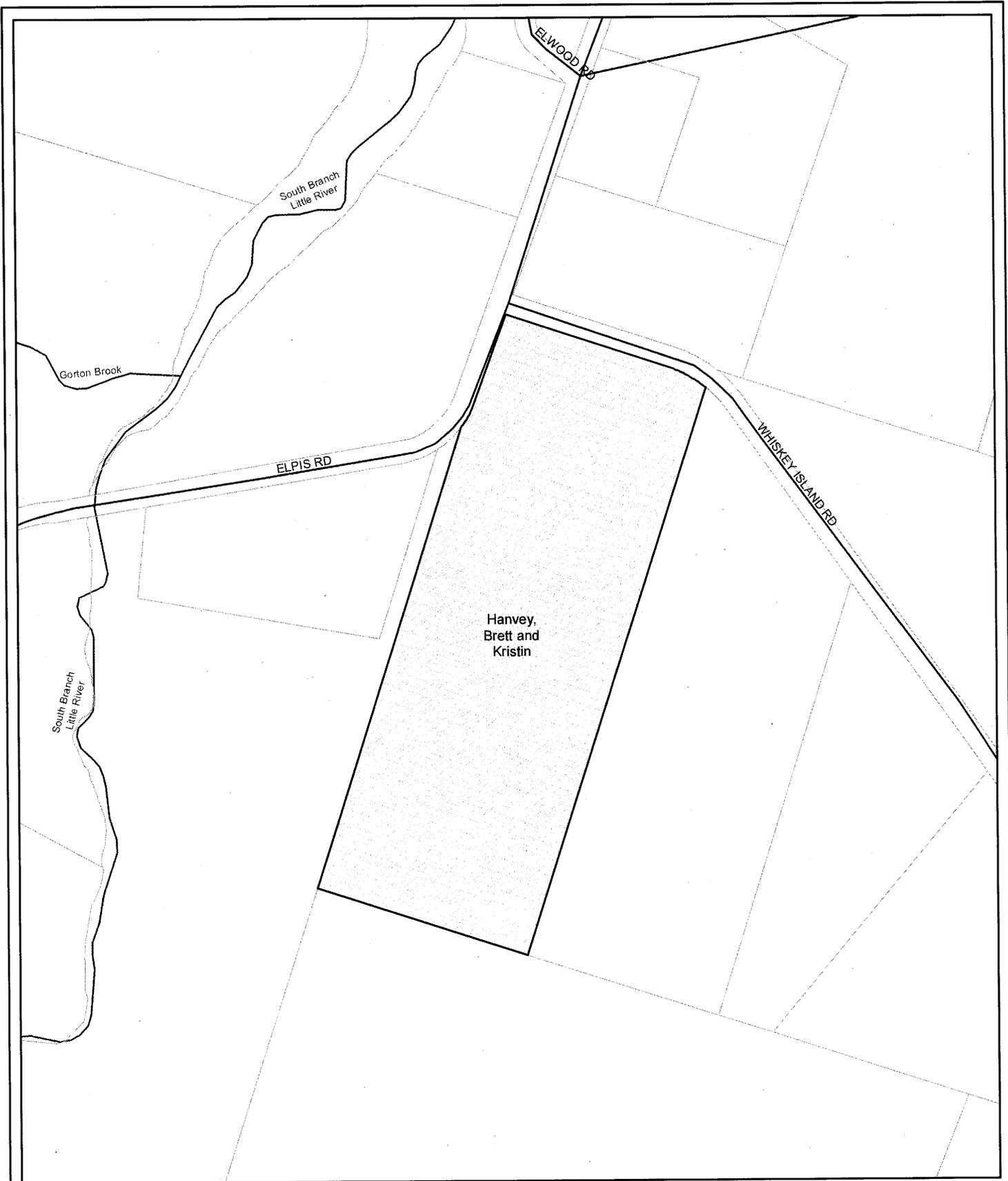
**Legend**

- Municipal Boundaries
- Water Bodies
- Roads
- Open Enrollment 2008
- Parcels

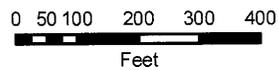
Bridgewater

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*196.*



Oneida County Ag. Districts  
Open Enrollment Map



Scale: 1 inch = 300 feet

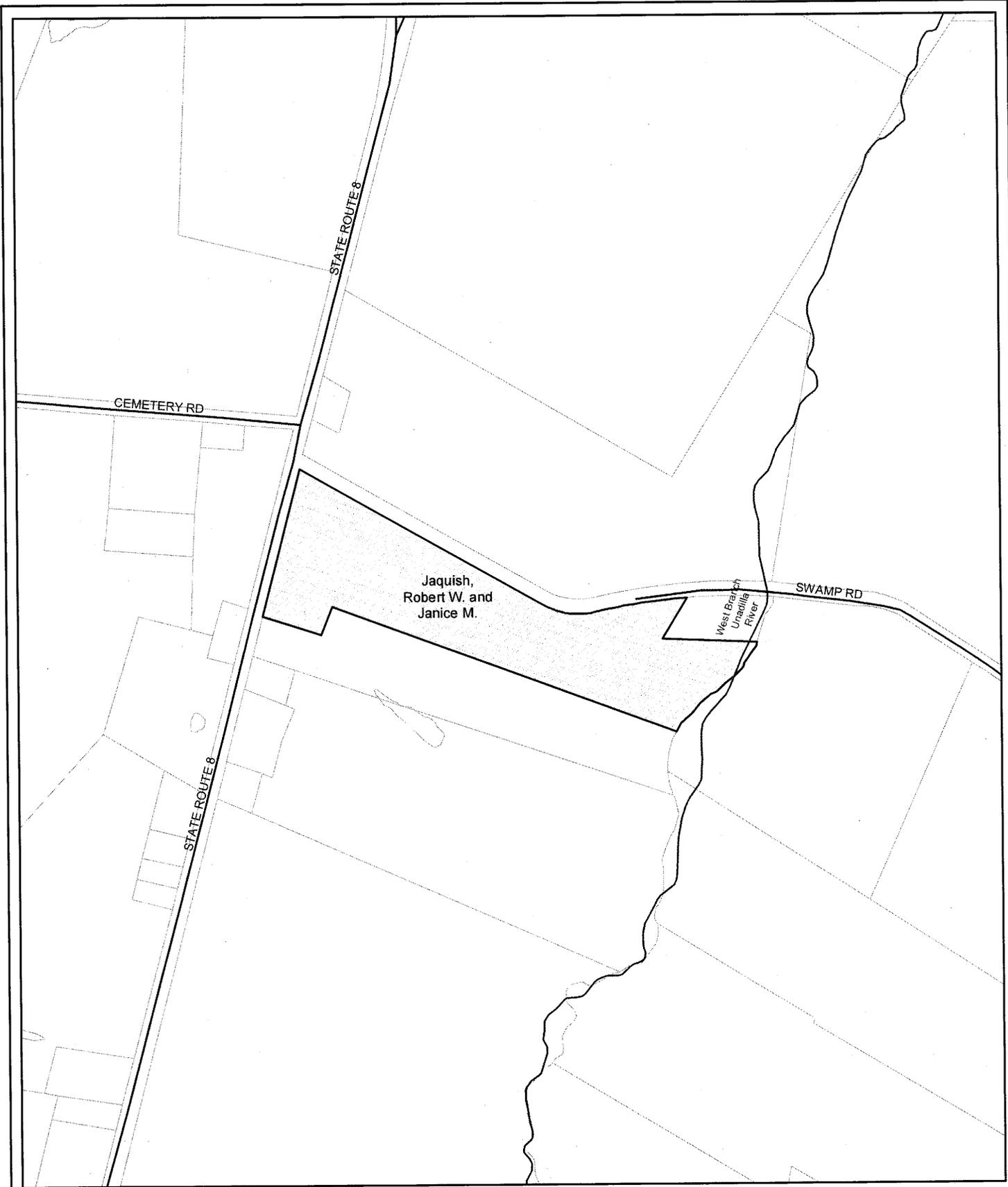
**Legend**

- Municipal Boundaries
- Open Enrollment 2008
- Parcels
- Water Bodies
- Roads

Vienna

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197



Oneida County Ag. Districts  
Open Enrollment Map



Scale: 1 inch = 600 feet

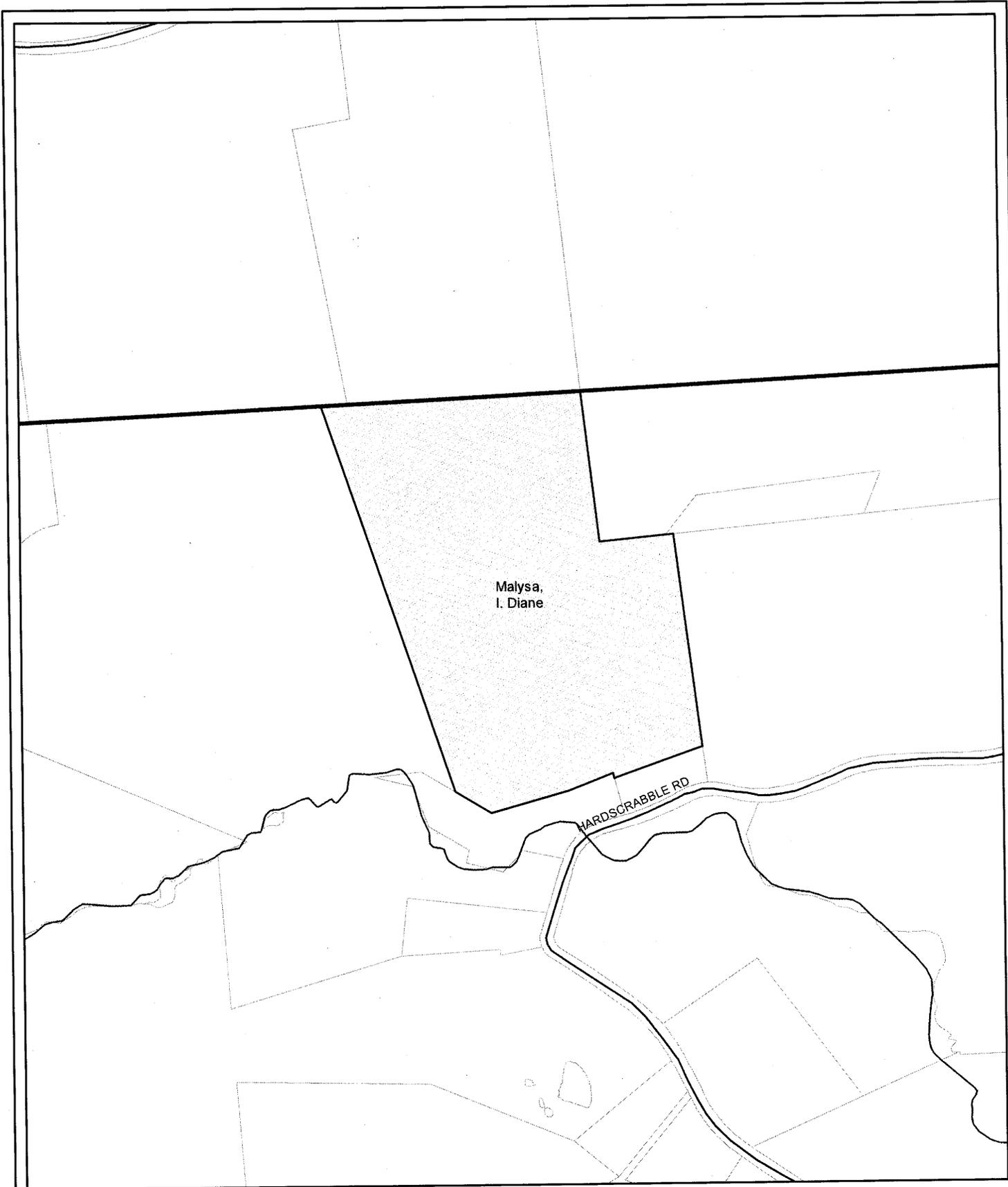
**Legend**

-  Municipal Boundaries
-  Water Bodies
-  Roads
-  Open Enrollment 2008
-  Parcels

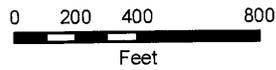
**Bridgewater**

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198.



Oneida County Ag. Districts  
Open Enrollment Map



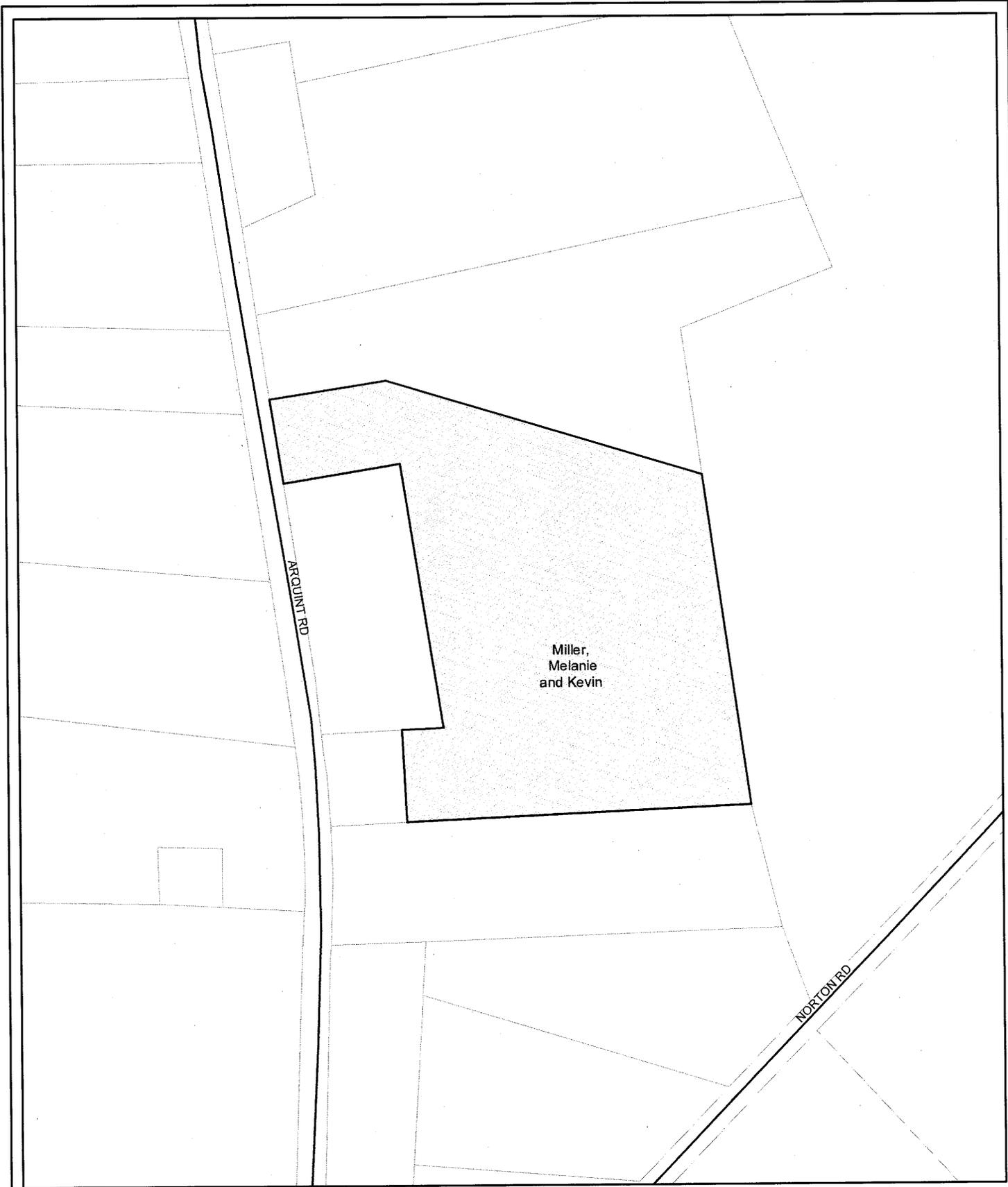
Scale: 1 inch = 600 feet

**Legend**

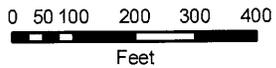
- Municipal Boundaries
- Water Bodies
- Roads
- Open Enrollment 2008
- Parcels

Bridgewater

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Oneida County Ag. Districts  
Open Enrollment Map



Scale: 1 inch = 300 feet

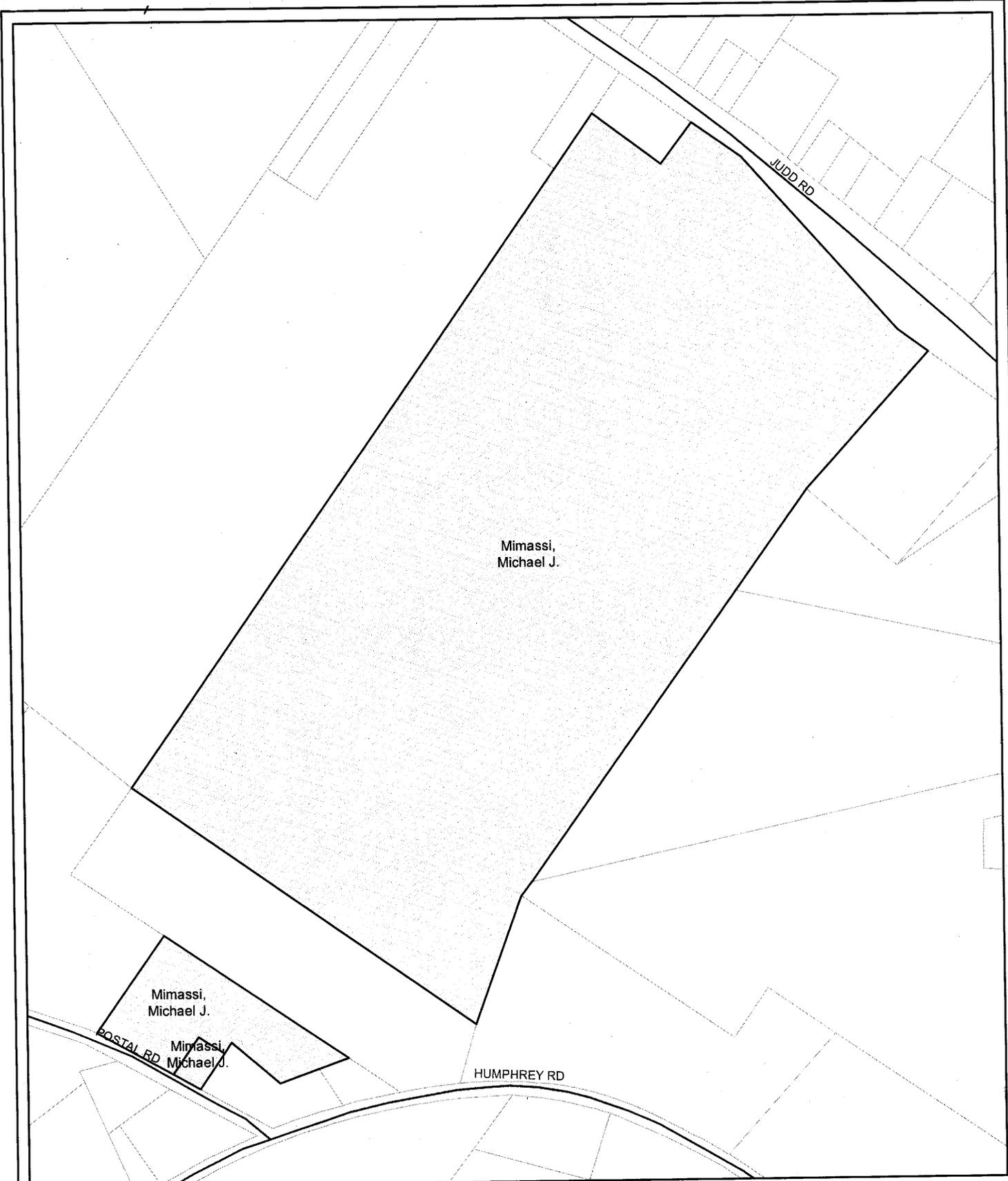
**Legend**

-  Municipal Boundaries
-  Open Enrollment 2008
-  Parcels
-  Water Bodies
-  Roads

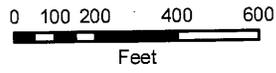
Vernon

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*200*



Oneida County Ag. Districts  
Open Enrollment Map



Scale: 1 inch = 450 feet

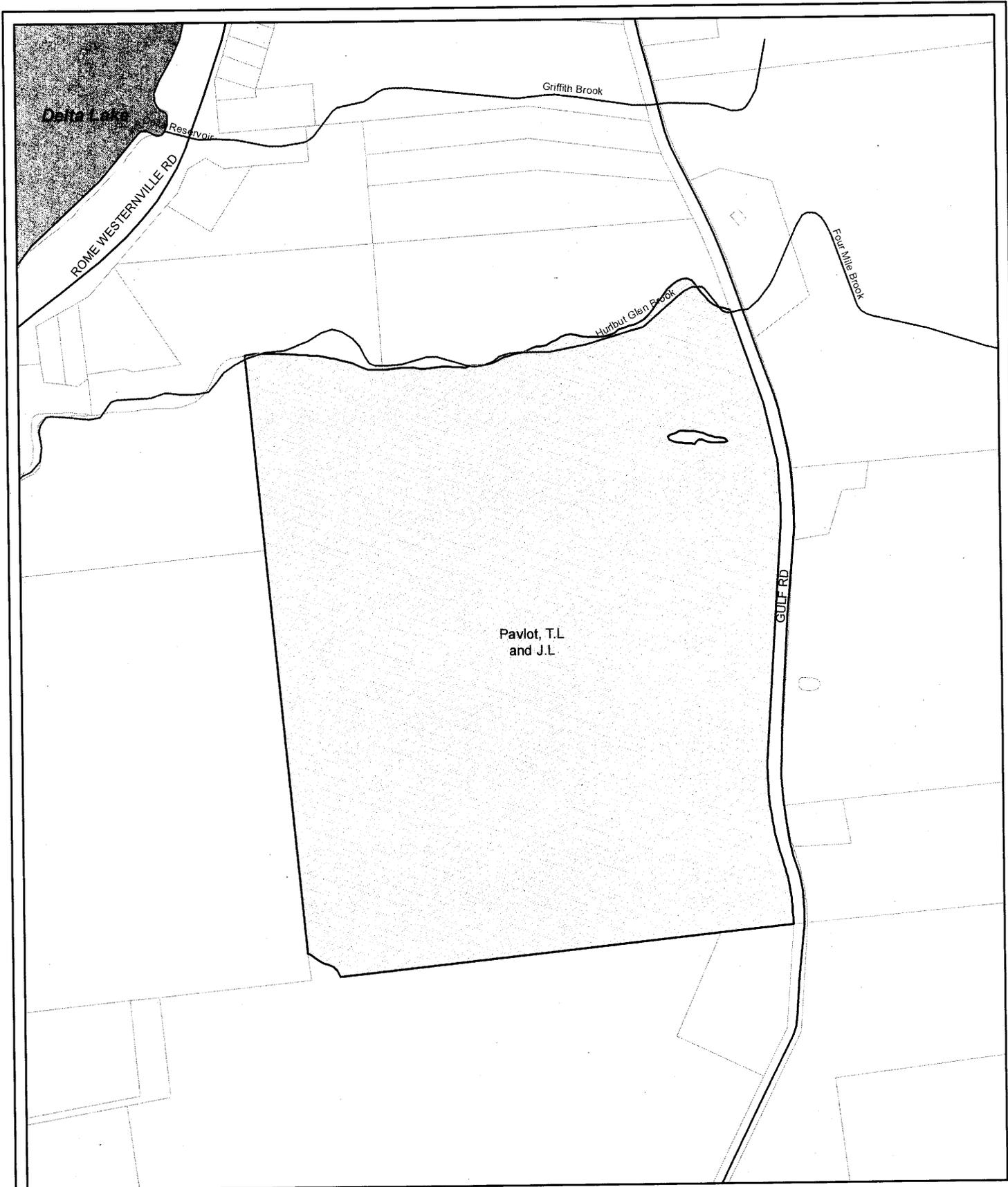
**Legend**

- Municipal Boundaries
- Open Enrollment 2008
- Parcels
- Water Bodies
- Roads

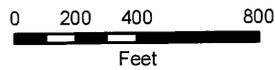
Whitestown

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*201*



Oneida County Ag. Districts  
Open Enrollment Map



Scale: 1 inch = 600 feet

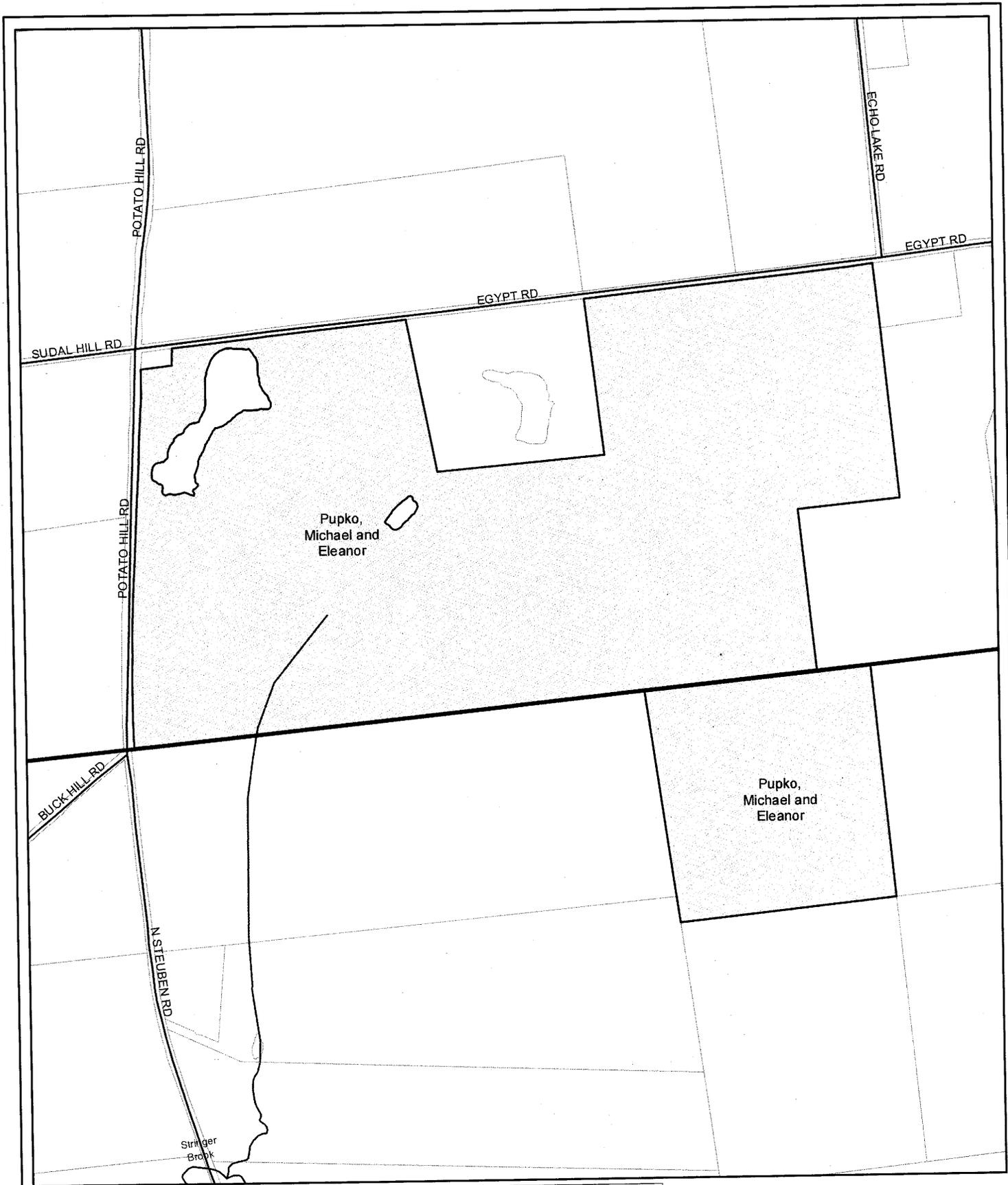
**Legend**

- Municipal Boundaries
- Water Bodies
- Roads
- Open Enrollment 2008
- Parcels

Rome

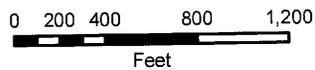
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*ADD*



Oneida County Ag. Districts  
Open Enrollment Map

2008



Scale: 1 inch = 800 feet

**Legend**

- Municipal Boundaries
- Water Bodies
- Roads
- Open Enrollment 2008
- Parcels

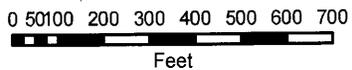
Boonville/Steuben

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*213*



Oneida County Ag. Districts  
Open Enrollment Map



Scale: 1 inch = 400 feet

**Legend**

- Municipal Boundaries
- Water Bodies
- Roads
- Open Enrollment 2008
- Parcels

Westmoreland

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## **ONEIDA COUNTY BOARD OF LEGISLATORS**

### **RESOLUTION NO. 69**

**INTRODUCED BY: Mr. Porter, Mrs. Mandryck  
2ND BY: Mr. Joseph**

**RE: RESOLUTION SCHEDULING A PUBLIC HEARING FOR FEBRUARY 25, 2008 ON  
RESULTS OF THE OPEN ENROLLMENT PERIOD THAT ALLOWS FOR LANDOWNER  
INCLUSION IN AN AGRICULTURAL DISTRICT**

**WHEREAS,** On December 10, 2003, the Oneida County Board of Legislators adopted Resolution #365 designating an "Open Enrollment" period (January 1 through January 31) to consider the inclusion of any viable agricultural land in an Agricultural District prior to its sanctioned review period, and

**WHEREAS,** Current applications for inclusion in existing Agricultural Districts have been received by the Farmland Protection Board for consideration and summarily approved for further review at a Public Hearing to be held by Oneida County, now, therefore, be it hereby

**RESOLVED,** That the Clerk of the Oneida County Board of Legislators be, and hereby is, authorized and directed to cause a notice to be published in the Utica Observer Dispatch and Rome Sentinel in which will be stated the time, place, and date of such Public Hearing, and it is further

**RESOLVED,** That said Public Hearing shall be held on Monday, February 25, 2008 at 8:00 PM at the Marcy Town Hall, 8801 Paul Becker Road, Marcy, NY 13403.

APPROVED: Ways & Means Committee (February 13, 2008)

DATED: February 13, 2008

Adopted by the following v.v vote:

AYES 27 NAYS 0 ABSENT 1 (Mr. Goodman) VACANT 1 (22<sup>nd</sup> District)

*725*



## ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini  
Chairman  
(315) 798-5900

Susan L. Crabtree  
Clerk  
(315) 798-5901

James M. D'Onofrio  
Majority Leader

Michael J. Hennessy  
Minority Leader

January 17, 2008

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

Dear Mrs. Crabtree:

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 it is necessary to schedule a Public Hearing on the results of this open enrollment, therefore, please prepare a docket scheduling a Public Hearing for **8:00 PM on Monday, February 25<sup>th</sup>, 2008** at the Marcy Town Hall, 8801 Paul Becker Rd, Marcy, NY 13403.

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 **February 13, 2008**.

Respectfully submitted,

PAMELA MANDRYCK, CHAIR  
AGRICULTURAL AND FARMLAND PROTECTION BOARD

PM:pp  
Cc: All FPB Members

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# ONEIDA COUNTY BOARD OF LEGISLATORS

*Pamela N. Mandryck*

*9245 Sly Hill Road*

*Ava, New York 13303*

## NOTICE

TO: ALL ONEIDA COUNTY TOWN CLERKS  
FROM: PAMELA N. MANDRYCK, LEGISLATOR, 17<sup>TH</sup> DISTRICT  
CHAIR, ONEIDA COUNTY FARMLAND PROTECTION BOARD  
DATE: DECEMBER 14, 2007

~~~~~

Please post the enclosed notice in your municipal building.

Oneida County has designated the month of January to be "Open Enrollment Period" for persons applying to be included in an agricultural district. In September of 2003, the Department of Agriculture and Markets amended a section of the law adding Section -b which states that counties must select a 30 day period in which a landowner can submit a request for inclusion of any viable agricultural land in an already established Agricultural District. Oneida County has selected January with applications being accepted until JANUARY 31<sup>ST</sup>.

The procedure will be as follows:

1. Persons wishing to submit an application should pick up forms at their Town Clerk's Office, complete the forms and return them to the Oneida County Planning Department, Union Station, 321 Main St., Utica, NY 13501, **postmarked by January 31, 2008**.
2. Applications will then be reviewed by the Farmland Protection Board with recommendations forwarded to the County Board of Legislators.
3. The County will hold a public hearing, after which time they will vote to adopt or reject the inclusion of such land.
4. The County will forward their resolution to the Commissioner of Agriculture and Markets who certifies that the inclusion of such land would serve the public interest by assisting in maintaining a viable agricultural industry within the district.
5. Within 30 days, the Commissioner of Ag & Markets will send notice of certification to the County and notification will be made to the individuals that submitted applications. Once the parcels have been certified by the State, assessors can make changes to the tax rolls.

If you have any questions, you may contact me at 336-0469 or Ron Mead at the Department of Agriculture & Markets at 518-457-2713.

Thank you in advance for your attention and cooperation.

Very truly yours,

Pamela N. Mandryck  
Oneida County Legislator, 17<sup>th</sup> District  
Chair, Oneida County Farmland Protection Board

Enclosures

Cc: Farmland Protection Board, Ronald Bunce, Director, Cooperative Extension, Ron Mead, NYS Ag & Markets

*207.*



# ONEIDA COUNTY BOARD OF LEGISLATORS

*Pamela N. Mandryck*

*9245 Sly Hill Road*

*Ava, New York 13303*

December 13, 2007

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

Dear Mrs. Crabtree:

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

I ask that you file this correspondence as official notice to the Board that the 30 day open enrollment period will begin January 1, 2008 and subsequent to review by the Farmland Protection Board, these applications will require legislative approval.

Respectfully submitted,

*Pamela N. Mandryck*

Pamela N. Mandryck, 17<sup>th</sup> District  
Chair, Farmland Protection Board

PNM:pp

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2007 DEC 13 AM 10:09