



ONEIDA COUNTY BOARD OF LEGISLATORS

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

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Minority Leader

ADDITIONAL COMMUNICATIONS FOR DISTRIBUTION

August 16, 2013 . . 3

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

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ALL SUPPORTING DOCUMENTATION AVAILABLE AT
www.ocgov.net

Oneida County Department of Public Works

ANTHONY J. PICENTE JR.
County Executive

DENNIS S. DAVIS
Commissioner

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

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

August 12, 2013

FN 20 13 - 290

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

PUBLIC WORKS

WAYS & MEANS



Dear County Executive Picente;

The enclosed documents being presented for your review and approval are for a new lease with New Cingular Wireless PCS, to establish a new long-term lease for the cellular tower and equipment located at Prospect Point, Kirkland Hill in Clinton, New York. This lease will formalize a landlord agreement for Oneida County that was previously in place with the Estate of Norma Eilenberg. New Cingular Wireless PCS provides service to the customers of AT&T.

This lease agreement will begin September 1, 2013 and will have a total of five periods of five years each. The total term of this agreement spans twenty-five years and includes a graduated increased rental fee in each term. The total anticipated revenue during the term of this agreement will be \$606,815. In addition, this lease has the potential to bring additional revenue to the County if the tenant activates an included option to sublease with County approval.

Please consider the enclosed lease agreement, and if you find this acceptable, please forward to the Oneida County Board of Legislators for their consideration.

Thank you for your continued support.

Sincerely,

A handwritten signature in black ink, appearing to read "Dennis S. Davis".

Dennis S. Davis
Commissioner

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

A handwritten signature in black ink, appearing to read "Anthony J. Picente, Jr.". Below the signature, the name "Anthony J. Picente, Jr." and the title "County Executive" are printed.

Cc: Mark E. Laramie, PE, Deputy Commissioner

Date 8/14/13

Oneida Co. Department: Public Works

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name of Proposing Organization: New Cingular Wireless PCS
575 Morosgo Drive NE
Atlanta, GA 30324

Title of Activity or Service: Tower Lease at Prospect Point, Kirkland Hill

Proposed Dates of Operation: September 1, 2013 to August 31, 2018 (Initial Term)
& four (4) automatic five-year renewals with the final
end date of August 31, 2028.

Client Population/Number to be Served: Oneida County residents

Summary Statements

1) Narrative Description of Proposed Services

This lease is to re-establish an agreement with AT&T (a/k/a Cingular Wireless) that was previously held under the estate of Norma Eilenberg.

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

3) Program Design and Staffing N/A

Total Funding Requested: (Revenue) \$606,815 **Account # A2411 (Revenue)**

Oneida County Dept. Funding Recommendation: This is a source of revenue for the County.

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

Cost Per Client Served: N/A

Past Performance Data:

O.C. Department Staff Comments: This tower and equipment has been in place for decades, established through a sublease with Norma Eilenberg in 1994. Her estate was ordered to surrender the leases held on that property back to the County, and subsequently, Oneida County has entered into this lease with the company directly.



Griffiss International Airport



592 Hangar Road, Suite 200
Rome, NY 13441

Telephone: 315-736-4171 / Fax: 315-736-0568

ANTHONY J. PICENTE, JR.
County Executive

F. RICHARD GIFFORD, II
Commissioner of Aviation

FN 20 13-291

BOARD PACKET

AIRPORT

August 6, 2013

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

WAYS & MEANS

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

Anthony J. Picente, Jr.
County Executive

Date: 8/14/13

Re: Lease Agreement - Landcare Aviation, Building 220

Dear County Executive Picente,

Please consider acceptance of this Hangar Lease Agreement between Griffiss International Airport and Landcare Aviation, Inc.

The lease agreement provides for an initial five (5) year term ; one additional five (5) year term option; followed by ten (10) consecutive one-year optional renewal periods.

This lease requires the tenant to install a natural gas-fired boiler system designed according to airport engineer consultant, C&S Companies, specifications, at the tenant's cost, not to exceed \$250,000.

Under this lease the tenant is fully responsible for all utility payments.

If you concur with this agreement please sign and forward to the Board of Legislators for further consideration.

Sincerely,

F. Richard Gifford, II
Commissioner of Aviation

Oneida County Department: Aviation

Competing Proposal x
Only Respondent
Sole Source RFP

Oneida County - Contract Summary

Name of Proposing Organization: Landcare Aviation

Title of Activity or Service: _____

Lease agreement

Client Population/No. to be Served: N/A

Summary Statements:

1) Narrative Description of Proposed Services: Proposed 5 year lease, one additional 5 year extension and 10 – one year extensions with Landcare Aviation for building 220.

2) Program/Service Objectives and Outcomes: Landcare currently occupies ½ of Building 220. The new lease would lease the entire facility. Landcare has been a customer of Oneida Counties since 1997.

3) Program Design and Staffing Level: N/A

Total Funding Requested: \$ 0

Oneida County Department Funding Recommendation:

Account #

Proposed Funding Source:	Federal	State	County
	_____	_____	_____

Cost Per Client Served: N/A

Past Performance Data:

Oneida County Department Staff Comments:

Griffiss International Airport



592 Hangar Road, Suite 200

Rome, NY 13441

Telephone: 315-736-4171 / Fax: 315-736-0568

ANTHONY J. PICENTE, JR.
County Executive

F. RICHARD GIFFORD, II
Commissioner of Aviation



FN 20 13-292

BOARD PACKET

AIRPORT
AIRPORT

August 12, 2013

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

WAYS & MEANS

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

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

Date 8/14/13

Re: Contract for Air Traffic Control Services request agreement with Midwest Air Traffic Control to provide air traffic control services for Griffiss International Airport Control Tower

Dear County Executive Picente,

Please consider acceptance of this contract agreement from Midwest Air Traffic Services, Overland Park, Kansas for the purpose of providing air traffic control services for the Griffiss International Airport Control Tower.

Congressional Budget activity appears to be leading to another Continuing Resolution Authority (CRA) initiative in order to keep governmental agencies operating without interruption through and past the end of the Federal Fiscal Year, September 30, 2013.

It is not known what or when a CRA could be brought to fruition, nor do we know what programs would be funded or defunded by the Congressional action.

In order to ensure uninterrupted Air Traffic Control services at Griffiss International Airport past September 30, 2013, the County must execute a contract with Midwest Air Traffic Services to continue providing the level of air traffic services currently in force at the airport. This new contract begins 08:00 AM, Tuesday, October 1, 2013 and will continue to September 30, 2016 should the FAA not receive funding for the Contract Tower Program or terminate immediately upon an approved funding solution for the Contract Air Traffic Control currently in place.

The County of Oneida has signed agreements with two (2) of the three (3) major tenants on the airport to provide air traffic control services regardless of the actions taken by the FAA.

It is our hope this contract will not be necessary , but we must be prepared to provide uninterrupted service should it become required.

If you concur, please sign and forward to the Oneida County Board of Legislators for further consideration.

Thank you for your assistance in this matter.

Sincerely,

A handwritten signature in cursive script, appearing to read "F. Richard Gifford, II".

F. Richard Gifford, II
Commissioner of Aviation

Oneida County Department: Aviation

Competing Proposal x
Only Respondent _____
Sole Source RFP _____

Oneida County - Contract Summary

Name of Proposing Organization: Midwest Air Traffic Services

Title of Activity or Service: Air
Traffic Control Services

Client Population/No. to be Served: N/A

Summary Statements:

1) Narrative Description of Proposed Services:

Midwest ATC will provide Air Traffic Control Services for Griffiss International Airport

2) Program/Service Objectives and Outcomes: To provide continued Air Traffic Control Services to Griffiss International

3) Program Design and Staffing Level: N/A

Total Funding Requested: 2014 - \$259,356
2015 - \$267,132
2016 - \$275,148

Oneida County Department Funding Recommendation:

Account # A5620.493.3

Proposed Funding Source:	Federal \$	State \$	County \$
	_____	_____	_____

Cost Per Client Served: N/A

Past Performance Data:

Oneida County Department Staff Comments: Required as consequence for the defunding of the FAA Contract Control Tower program.

**AGREEMENT FOR OPERATION OF A NONFEDERAL AIR TRAFFIC
CONTROL TOWER AT Griffiss International Airport**

This Agreement is entered into on this 6th day of August, 2013 by and between the County of Oneida and Midwest Air Traffic Control Service, Inc. (hereafter Midwest), a Kansas corporation with offices at 7285 W. 132nd St., Suite 340, Overland Park, Kansas 66213.

In consideration of the mutual promises, covenants, understandings, and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Purpose

The County of Oneida is the owner and operator of Griffiss International Airport. The County of Oneida desires an air traffic control tower operation equal to or comparable with the same type of airport traffic control tower service provided by the Federal Aviation Administration (hereafter FAA), and further desires that the air traffic control tower service provided be effective, safe, and courteous. Midwest is ready, willing, and able to provide the services desired by the County of Oneida.

Section 2. Responsibility of Oneida County

Oneida County shall provide:

- a. Access to an equipped air traffic control tower (hereafter Tower) at the Airport to be used for providing Services as hereafter defined.
- b. Maintenance of all Airport property.
- c. Access to electrical, water, sanitation, and telephone service reasonably necessary for operation of the Tower.

Section 3. Responsibility of Midwest

a. Midwest shall provide air traffic control services at the Airport equal to or comparable with the same type of airport traffic control services provided by the FAA in accordance with federal regulations including FAA Order 7110.65 and 7210.3. Such services shall include but are not limited to coordination with the FAA concerning air traffic control, and coordination with the National Weather Service for operation of a Supplemental Aviation Weather Reporting Station with certified weather observation capability (hereafter SAWRS) (collectively Services). All Services shall be in compliance with applicable local, state and federal laws and regulations.

b. The Services shall be provided by Midwest (7) seven days per week, 12 hours per day, between the hours of 8am and 8pm Monday – Friday, and between 8am – 4 pm local time on Saturday and Sunday. Hours of operation may be changed by mutual agreement of the parties.

c. Midwest shall provide the Commissioner of Aviation or designee with:

- i. Copies of all Operational Agreements/Directives, letters and facility memorandum prepared by or at Midwest's direction,
 - ii. Monthly and quarterly traffic count reports, and
 - iii. The right to audit Midwest's operation of the tower.
- d. In the event that Midwest learns or discovers that the Tower equipment, or any Airport property, is in need of maintenance, repair, replacement, and/or upgrade, Midwest shall immediately notify the Commissioner of Aviation or designee of such.

Section 4. Performance of Services

a. Midwest is an independent contractor. Midwest shall be responsible for hiring, providing on-site job training including refresher and supplemental training, and supervision of any and all employees for operation of the Tower. All employees will meet or exceed the requirements outlined in FAR Part 65.31.

b. No portion of the Services shall be curtailed or delayed because a controller is performing non-control duties. All radio intercom, landline transmission, and operational telephone calls shall be responded to in a timely manner.

c. The Tower manager shall meet with Oneida County representative(s) as reasonably requested.

d. Midwest shall record traffic counts daily, monthly, and quarterly and provide counts to the Commissioner of Aviation or designee as required by this Agreement or upon request by the Commissioner of Aviation or designee.

e. Midwest shall not discriminate on the basis of race, color, creed, religion, sex or national origin against any person or group of persons in any manner prohibited by Title 49 Code of Federal Regulations, Department of Transportation, Sub-Title A, Office of the Secretary, Part 21, or as otherwise provided by law, including disability. The parties recognize the American with Disabilities Act (ADA) and ADA Accessibility Guidelines do not require access to raised areas used primarily for purposes of security or life, including, but not limited to, observation or lookout galleries, and that in air traffic control towers, an accessible route is not required to serve the cab and the floor immediately below the cab. Midwest agrees Oneida County may take such action against Midwest as is necessary to enforce this provision.

Section 5. Compensation

For the Services to be rendered under this Agreement, Oneida County shall pay to Midwest, on a monthly basis: (1) for the period of October 1, 2013 to September 30, 2014, at a rate of \$21,613 per month; (2) and for the period of October 1, 2014 through September 30, 2015 shall pay to Midwest \$22,261 per month (3) and for the period of October 1, 2015 through September 30, 2016 shall pay to Midwest \$22,929 per month.

Section 6. Term

a. The term of this Contract shall commence on October 1, 2013 and shall continue in full force and effect thereafter for an initial period of 3 years, (the "base contract period") with three additional one year option periods. The first option must be exercised by written notice given to Midwest no less than 30 days prior to the end of the base contract period. Subsequent options afterward must be exercised by written notice to Midwest no later than 15 days prior to the expiration of the current option period. The term of this Agreement shall be for a period of (3) three years commencing on October 1, 2013 and terminating on September 30, 2016, unless the additional (1) Year options are exercised.

b. Oneida County may terminate this Agreement, for any reason and in Oneida County's sole discretion, upon (30) days written notice to Midwest. Upon termination of this Agreement, Oneida County's sole liability to Midwest shall be for Services provided under this Agreement up to the date of termination. If Griffiss International Airport becomes eligible for the Contract tower program or any other federal program, this agreement may be terminated.

c. Midwest ATC may terminate this Agreement, for any reason and in Midwest ATC's sole discretion, upon (60) days written notice to Oneida County.

d. If funding for FY 2014 is maintained for the FAA Contract Tower Program, Midwest will provide notice to Oneida County and this contract will be terminated.

Section 7. Indemnity

Notwithstanding any limitation regarding indemnity and/or contribution which exists under the laws of the State of New York, the parties agree Oneida County, its officers, employees, agents and representatives, shall not be responsible for damages or injuries to persons or property that may arise from or be incident to the performance of this Agreement, or for the damages to the property of Midwest or for injuries to Midwest and its officers, agents, servants or employees, or others who may be on Airport premises at their invitation or the invitation of any one of them, arising from or incident to the performance of this Agreement or any other cause or activities. Midwest shall defend, indemnify and hold the County of Oneida, its officers, employees, agents and representatives harmless against any and all liability, claims, and demands for injury to or death of person or persons, and for loss or damage to property, occurring in connection with or in any way incident to or arising out of acts or omissions of Midwest directors, officers, agents, servants, employees or student trainees in the performance of this Agreement and use of Airport premises and facilities; provided, however, the provisions of this section do not apply where damage to property or injury to persons is proven to have arisen directly and exclusively from faulty equipment not owned or maintained by Midwest and used in connection with the performance of this Agreement. The provisions of this section survive expiration or termination of this Agreement.

Section 8. Insurance

Midwest shall maintain the following coverages with minimum amounts as shown:

Air Traffic Control Professional Errors and Omissions	\$10,000,000 per occurrence
	And in the aggregate
Worker's Compensation	Per State Law

Air traffic control professional errors and omissions insurance shall include personal injury and accident coverage. This policy shall cover only the air traffic control operations at the Airport. A certificate of insurance showing the required insurance to be in full force and effect shall be provided to the Commissioner of Aviation or designee prior to the commencement of Services under this Agreement. Midwest shall require its insurer to notify the Commissioner of Aviation or designee in writing at least thirty (30) days prior to cancellation, modification or refusal to renew such policy. Failure to maintain this coverage shall be considered a material breach of this Agreement. The provisions of this section survive expiration or termination of this Agreement.

Section 9. Miscellaneous

a. Midwest may not assign this Agreement or any of its obligations hereunder, without Oneida County's written consent. Oneida County is under no obligation to consent to any assignment.

b. This Agreement shall be governed in all respects and the legal relationship between the parties shall be determined in accordance with the law of the State of New York. If any term or provision of the Agreement shall be determined to be invalid or unenforceable, the remainder of this Agreement and any other application as such term or provision shall not be affected thereby. Oneida County is designated as the exclusive venue for any action filed arising out of this Agreement, and the parties agree that such action shall not be removed to federal court.

c. No consent or waivers, expressed or implied, by either party to any breach or default by the other party in the performance of any of its obligations shall be deemed or construed to be a consent or waiver to or of any other breach or default of such party.

d. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements, understandings, and negotiations, written or oral, between the parties with respect to its subject matter. Neither this Agreement nor any written term or provision hereof may be changed, waived, discharged or terminated, except by a writing signed by both parties.

e. The terms and provisions of this Agreement shall be binding upon Midwest, its successors and assigns, and shall inure to the benefit of Oneida County, its successors and assigns.

f. This Agreement has been drafted by both parties, and shall not be interpreted in favor of or against either party.

g. Notices to the parties shall be given at the below addresses, unless and until a party designates in writing some other place:

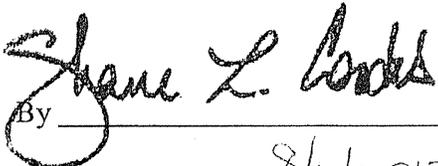
County Of Oneida
Attn: County Executive
800 Park Ave
Utica, NY 13502
315.798.5800

Midwest Air Traffic Control Service, Inc.
ATTN: Deanna Dresel, Vice President Accounting & Finance
7285 W. 132nd Street, Suite 340
Overland Park, KS 66213
Office Telephone: 913.782.7082 .223
Mobile: 913.229.6415
Email: deanna.dresel@att.net

h. The signatories to this Agreement verify they have read the complete Agreement, understand its contents, and have full authority to bind and do hereby bind their respective parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and signatures, the day and year above mentioned.

For Midwest Air Traffic Control Service, For: County of Oneida, New York
Inc.


By _____

Shane L. Cordes

8/6/2013

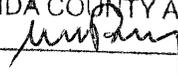
President & CEO

By: _____

Anthony J. Picente, Jr

Date _____

Title: County Executive

Approved As To Form
ONEIDA COUNTY ATTORNEY
By 

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

PATRICE A. BOGAN, MS, FNP
INTERIM DIRECTOR OF HEALTH

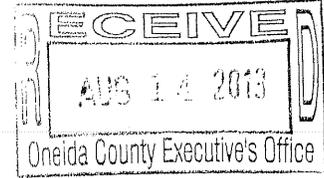
ADMINISTRATION

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

FN 20

13-293

August 9, 2013



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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

The Oneida County Health Department houses the State mandated Early Intervention Program (EIP) which provides services for children under 3 years old and their families who meet the referral and eligibility criteria.

During the course of 2013, the EI Program has been utilizing temporary help to fill the void resulting from key staff being absent because of medical conditions. As a result, we are anticipating the need for additional funds in that line item which supports such services. We will support this transfer from a surplus from the salary line made available because of the above-mentioned situation.

We are, therefore, requesting the following transfer for the 2013 fiscal year:

From: A4059.101 – Salaries	\$10,000
To: A4059.1951 – Other Fees & Services	\$10,000



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

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

Sincerely,

Patrice A. Bogan

Patrice A. Bogan, MS, FNP
Interim Director of Health

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

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

Date 8/14/13

cc: T. Keeler, Director of Budget
T. Engle, Fiscal Services Administrator

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