



# ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini  
Chairman  
(315) 798-5900

Mikale Billard  
Clerk  
(315) 798-5404

George Joseph  
Majority Leader

Frank D. Tallarino  
Minority Leader

## COMMUNICATIONS FOR DISTRIBUTION

~~REDACTED~~ 4/8/15

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

<u>FILE NO.</u>	<u>COMMITTEE</u>	<u>PAGES</u>
2015-145	Read & Filed	2
2015-146	Read & Filed	3-6
2015-147	Read & Filed	7-10
2015-148	Read & Filed	11-13
2015-149	Read & Filed	14-16
2015-150	Read & Filed	17-19
2015-151	Ways & Means	20-21
2015-152	Ways & Means	22-23
2015-153	Ways & Means	24
2015-154	Government Operations, Ways & Means	25-28
2015-155	Ways & Means	29-30
2015-156	Economic Development & Tourism, Ways & Means	31-32
2015-157	Public Safety, Ways & Means	33-34
2015-158	Public Safety, Way & Means	35
2015-159	Public Safety, Ways & Means	36-37
2015-160	Airport, Ways & Means	38-55
2015-161	Health & Human Services, Ways & Means	56-57
2015-162	Health & Human Services, Ways & Means	58-60
2015-163	Health & Human Services, Ways & Means	61-63
2015-164	Health & Human Services, Ways & Means	64-66
2015-165	Health & Human Services, Ways & Means	67-69
2015-166	Health & Human Services, Ways & Means	70-71
2015-167	Health & Human Services, Ways & Means	72-74
2015-168	Health & Human Services, Ways & Means	75-77
2015-169	Health & Human Services, Ways & Means	78-80
2015-170	Health & Human Services, Ways & Means	81-83
2015-171	Health & Human Services, Ways & Means	84-86
2015-172	Health & Human Services, Ways & Means	87-89
2015-173	Health & Human Services, Ways & Means	90-92
2015-174	Health & Human Services, Ways & Means	93-95
2015-175	Health & Human Services, Ways & Means	96-97
2015-176	Health & Human Services, Ways & Means	98-100
2015-177	Health & Human Services, Ways & Means	101-103
2015-178	Health & Human Services, Ways & Means	104-106
2015-179	Health & Human Services, Ways & Means	107-110
2015-180	Health & Human Services, Ways & Means	111-112
2015-181	Health & Human Services, Ways & Means	113-114
2015-182	Public Works, Ways & Means	115-116
2015-183	Public Works, Ways & Means	117-118
2015-184	Public Works, Ways & Means	119-120

AVAILABLE ON WEBSITE ONLY  
[www.ocgov.net](http://www.ocgov.net)



ANTHONY R. CARVELLI  
COMMISSIONER

ONEIDA COUNTY

ANTHONY J. PICENTE JR.  
COUNTY EXECUTIVE



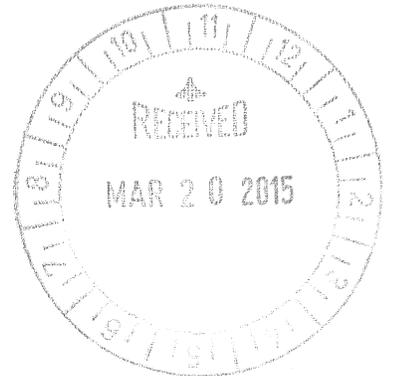
DEPARTMENT OF FINANCE

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

March 19, 2015

FN 20 15-143

**READ & FILED**



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

Dear Mike:

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

First Niagara Bank  
Bank of Utica  
National Bank & Trust  
J.P. Morgan Chase  
Adirondack Bank  
Chemung Canal Trust Company (and/or Capital Bank, as a Division of)  
State Bank of Chittenango, subsidiary of Oneida Financial Corporation\*

If you have any questions, please call.

Very truly yours,

Anthony Carvelli  
Commissioner of Finance

AC/bad

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

\*This may change to Community Bank pending proposed sale of Oneida Financial.

**PETITION BY ONEIDA COUNTY, N. Y., BOARD OF LEGISLATORS**

for

FN 20 15-146  
**READ & FILED**

**MEMORIALIZING PETITION**

F.N. 2015 –

**SPONSORS:** Messrs: Flisnik, Porter, Furgol, Davis, Clancy, Fort, *Koenig, WELSH, DAVIS, Speziale*

**A MEMORIALIZING PETITION URGING GOVERNOR CUOMO TO STOP THE STATE'S RAIDING OF THE 911 SURCHARGE AND TO TRANSFER THIS SURCHARGE TO LOCAL GOVERNMENTS FOR THE INTENDED USE, WHICH IS FOR 911 CALL CENTER SERVICES AND THE UPGRADE OF TECHNOLOGY AND THAT ONEIDA COUNTY RECEIVE 100% OF FUTURE 911 SURCHARGE FUNDS COLLECTED WITHIN THE COUNTY**

**WHEREAS**, New York State enacted a monthly wireless 911 surcharge of 70 cents per month in 1992 and in 2002 the surcharge was raised to \$1.20 per month, and funding was directed to the State Police to finance the system of handling 911 wireless calls; and

**WHEREAS**, the revenue from this fee was and is intended to be transferred from the State to local governments to pay for 911 call center services and technology upgrades; and

**WHEREAS**, the New York State 911 Coordinators Association estimates that New York state has collected over \$1.2 billion in surcharges since 1994. \$190 million was collected in 2012, of that amount collected the State only transferred the sum of \$9.3 million to county governments and the vast majority of the 911 surcharges collected were never used for the 911 system development, in fact only 7% of the wireless surcharge money collected has reached the local counties to fund 911 wireless technologies; and

**WHEREAS**, for Oneida County the 911 surcharge revenue paid by the State in 2011 was \$120,994.00; 2012 was \$123,601.00; 2013 was \$121,338.00; 2014 was \$26,561 and the proposed amount for 2015 is \$0; and

**WHEREAS**, for Oneida County the E911 telephone surcharge for 2011 was \$468,994.00; 2012 was \$345,737.00; 2013 was \$337,208.00; 2014 was \$327,550.00; and the County budgeted amount for 2015 is \$305,000.00; and

**WHEREAS**, the number of counties handling wireless calls at 911 centers continues to increase, the use of hard-line phones will continue to decline (as per above), resulting in decreased revenue to counties who are struggling to maintain current levels of equipment and the level of 911 services varies considerably from county to county across New York State; and

**WHEREAS**, funding allocations should also take into account increases in population due to factors such as seasonal homes, tourist attractions, and large spectator events; and

**WHEREAS**, Albany's improper use and distribution of funds collected should not have to force counties to raise sales and/or property taxes or be forced to impose additional fees upon the backs of taxpayers when they are already financially strapped; and

**WHEREAS**, Oneida County has successfully consolidated its 911 call center that now includes the entire county. The County of Oneida is doing what is expected by streamlining government while attempting to maintain a quality of service that taxpayers deserve; and

**WHEREAS**, the 35 cent E911 surcharged assessed on landline service is not generating the revenue necessary to support our consolidation efforts or to keep up with frequent, expensive, and extensive equipment upgrades. Landline usage is declining as users change over to wireless communications, which significantly reduces the money being collected for the E911 tax; and

**WHEREAS**, forty-seven counties in New York State currently impose a monthly 30 cent surcharge on wireless communication services to help finance their 911 services; and

**WHEREAS**, Oneida County is only seeking its rightful place among those counties already utilizing the funding mechanism currently in place to fulfill its obligation to provide for health, safety and welfare of the people of Oneida County; and

**NOW THEREFORE BE IT HEREBY RESOLVED**, that the Oneida County Board of Legislators urges the Governor of the State of New York, the New York State Senate and the New York State Assembly to stop the State's raiding of the 911 surcharge funds and to transfer this surcharge to local governments for the intended use, which is for 911 call centers and the upgrades to technology and that Oneida County receive 100% of future 911 surcharge funds collected within the county; and

**BE IT FURTHER RESOLVED**, that a copy of this Petition shall be forwarded by mail to the following: New York State Governor Andrew Cuomo, New York State Senator Joseph A. Griffo, New York State Senator David Valesky, New York State Assembly Representative Anthony Brindisi, New York State Assembly Representative Claudia R. Tenney, New York State Assembly Representative Ken Blankenbush, New York State Assembly Representative, William Magee, New York State Assembly Representative Marc Butler, County Executive Anthony Picente, Oneida County Director of Emergency Services Kevin Revere and all others deemed necessary and proper.

A handwritten signature in black ink, appearing to be "Robert C. ...", with a long horizontal flourish extending to the right.

more on next page →

William Goodman  
Amy Gouvertus  
Thelma M. Sacco  
[Signature]

Gene Jan  
R. King  
Emil R. Paparella

[Signature]  
Bin Mandel  
[Signature]

Gene Power  
Madd Blumenthal  
[Signature]

[Signature]  
James Hoff  
Harmonie Speziale  
[Signature]

Ken Forb  
Joseph Fungaf  
Chad Davis  
Frank D. [Signature]

The enclosed petition represents the opinion of those members of the Oneida County Board of Legislators signing the same regarding the contents or subject matter of the petition. Under the Rules of the Board, a Legislator may sign said petition or may, in the alternative, elect not to sign the petition. There are 23 members of the Oneida County Board of Legislators.

Dated: March 11, 2015

**PETITION BY ONEIDA COUNTY, N. Y., BOARD OF LEGISLATORS**

for

FN 20 15-147  
**READ & FILED**

**MEMORIALIZING PETITION**

F.N. 2015 –

**SPONSORS: Messrs: Waterman, Fiorini, Miller, Paparella, Porter, Welsh, Idzi, Koenig, Joseph, Fort, Special**

**A MEMORIALIZING PETITION SUPPORTING THE NEW YORK STATE SENATE'S PASSAGE OF BILLS TO CLOSE DANGEROUS LOOPHOLES IN SEX OFFENDER LAWS**

**WHEREAS**, the Oneida County Board of Legislators puts the protection and safety of children from sex offenders as a top priority; and

**WHEREAS**, in 2007 the Oneida County Board of Legislators passed Local Law No. 6, prohibiting registered sex offenders from residing within or entering within one thousand five hundred feet of any school grounds, child care facilities, play ground or park ; and

**WHEREAS**, recently the Court of Appeals invalidated Nassau County's sex offender residency rules, finding local efforts to keep offenders away from places where children congregate were trumped by the states "comprehensive and detailed" laws; and

**WHEREAS**, the New York Senate acted swiftly after the Court of Appeals ruling to pass nine bills to close the dangerous loopholes in the sex offenders law and;

**WHEREAS**, the Oneida County Board of Legislators support Senate bill S.3925, that authorizes municipalities to establish residency restrictions for sex offenders required to register with the Division of Criminal Justice Services ; and

**WHEREAS**, the Oneida County Board of Legislators support Senate bill S.3926, that prohibits level three sex offenders from being within 1,000 feet of a day care facility; and

**WHEREAS**, the Oneida County Board of Legislators support Senate bill S.3811, that directs the Division of Criminal Justice Services to update its sex offender registry to include a search by zip code of a registrant's residency and place of employment; and

**WHEREAS**, the Oneida County Board of Legislators support Senate bill S.2981, that established a definition of a residence in relation to a convicted sex offender as any place where he or she spends or intends to spend more than two days a week; and

**WHEREAS**, the Oneida County Board of Legislators support Senate bill S.2950, that restricts level two and three sex offenders from living within 1,500 feet of the residence of the victim of the sex offense; and

**WHEREAS**, the Oneida County Board of Legislators support Senate bill S.2269(Co-sponsored by Senator Joseph Griffo), that restricts all sex offenders from residing within 1,000 feet of a school; extends restrictions to those post-release from parole, probation, conditional discharge and restricted obligations; and

**WHEREAS**, the Oneida County Board of Legislators support Senate bill S.1520, that prohibits sex offenders whose victim was under the age of 18 and level three sex offenders from knowingly being within 1,000 feet of a facility where kindergarten or kindergarten instruction is provide; and

**WHEREAS**, the Oneida County Board of Legislators support Senate bill S.22, that directs school districts to notify residents of sex offenders living within its school district upon notification from law enforcement agencies; and

**WHEREAS**, the Oneida County Board of Legislators support Senate bill S.712, that shortens the amount of time by which the court may notify a sex offender about an impending risk level determination hearing and the time by which the hearing must be held upon the disposition of a case or parole; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Oneida County Board of Legislators hereby declares that the safety and protection of children and all sex offender victims is and always will be a top priority; and

**BE IT FURTHER RESOLVED**, that the Oneida County Board of Legislators salutes the New York State Senate for their swift action in passing bills that will protect the safety of our children and all the victims of sex offenders; and

**BE IT FURTHER RESOLVED**, that Oneida County Board of Legislators strongly encourages the Governor and State Assembly to join the New York State Senate in passing legislation that closes the dangerous loopholes in the sex offenders laws that jeopardize the safety of our children and all victims of sex offenders; and

**BE IT FURTHER RESOLVED**, that a copy of this Petition shall be forwarded by mail to the following: New York State Governor Andrew Cuomo, New York State Senator Joseph A. Griffo,, New York State Senator David Valesky, New York State Assembly Representative Anthony Brindisi, New York State Assembly Representative Claudia R. Tenney, New York State Assembly Representative Ken Blankenbush, New York State Assembly Representative, William Magee, New York State Assembly Representative Marc Butler, County Executive Anthony Picente, and all others deemed necessary and proper.

The image shows two handwritten signatures in black ink. The top signature is a long, flowing cursive line. The bottom signature is also cursive but more compact and appears to be a second name or a different signature.

more on next page →

William J. Goolsman

Philip M. Sacco

Richard Conventuro

James [unclear]  
James [unclear]

Rick [unclear]

Paul R. Paparella

Robert [unclear]

Ben Mancini

Brian Sullivan

Edna P. Wells

[unclear signature]

Mark Blanton  
[unclear signature]

Norm Leach

James Murphy

Ken Fort

Joseph Juzgal

Chad Davis

Harmony Pierce

The enclosed petition represents the opinion of those members of the Oneida County Board of Legislators signing the same regarding the contents or subject matter of the petition. Under the Rules of the Board, a Legislator may sign said petition or may, in the alternative, elect not to sign the petition. There are 23 members of the Oneida County Board of Legislators.

Dated: March 11, 2015

**PETITION BY ONEIDA COUNTY, N. Y., BOARD OF LEGISLATORS**

for

FN 20 15-148  
**READ & FILED**

**MEMORIALIZING PETITION**

F.N. 2015 –

**SPONSORS: Messrs: Waterman, Miller, Mandryck, Idzi, Welsh, Flisnik, Koenig, Fort, *Speciale***

**A MEMORIALIZING PETITION SUPPORTING “LOCAL ROADS MATTER” CAMPAIGN, A BIPARTISAN GROUP OF STATE LEGISLATORS ALONG WITH COUNTY AND TOWN HIGHWAY SUPERINTENDENTS AND OTHER LOCAL LEADERS FROM ACROSS NEW YORK TO CALL FOR A MULTI-YEAR INCREASE OF \$300 MILLION PER YEAR IN STATE SUPPORT FOR LOCAL ROADS, BRIDGES AND CULVERTS**

**WHEREAS**, locally owned roads and bridges account for nearly 90% of the State’s 110,000 miles of roadways, and half of the State’s 18,000 bridges; and

**WHEREAS**, a 2013 study conducted by the town highway superintendents association reported that New York needs to invest an additional \$1.3 billion per year on local roads and bridges to prevent them from becoming deficient; and

**WHEREAS**, a 2013 report from State Comptroller Thomas DiNapoli found that 32% of the state’s local bridges and 40% of the local roads were in poor condition; and

**WHEREAS**, a recent report from a national transportation advocacy group, Trip, said that deteriorating roads cost the average driver in New York State roughly \$1,600 annually in lost time, fuel costs, vehicle repairs and other expenses; and

**WHEREAS**, a coalition of State lawmakers, highway superintendents and local government leaders recently rallied at the state Capitol to call on Governor Cuomo to add \$200 million to the current \$438 million Consolidated Highway Improvement Program, known as CHIPS, that provides state aid to repair local infrastructure; and

**WHEREAS**, the same coalition is asking Governor Cuomo to create a new multi-year, \$500 million(\$100 million per year) dedicated state fund to undertake locally designated bridge and culvert improvement projects statewide; and

**WHEREAS**, the group also pointed to a report showing how deteriorating conditions of local roads and bridges and the impact the decline has on the economy, high property taxes and motorist safety; and

**WHEREAS**, a bipartisan coalition of lawmakers also have signed a letter to the governor, legislative leaders and top administration officials, part of which reads, “We believe it’s the right time to transform this critical sector of the state-local partnership in the ways we have outlined. The commitment and investments we are seeking to build on last year’s foundation will further solidify our strong belief that ‘local roads matter’. This newfound state commitment and investment will finally move us toward the fully safe and reliable local infrastructure we envision, and serve as a true catalyst for future economic development and job creation in our local communities”; and

**NOW THEREFORE BE IT HEREBY RESOLVED**, that the Oneida County Board of Legislators declares their support for “Local Roads Matter” campaign, a bipartisan group of legislators, along with county and town highway superintendents and other local leaders from across New York to call for multi-year increase of \$300 million per year in state support for local roads, bridges and culverts; and

**BE IT FURTHER RESOLVED**, that the Oneida County Board of Legislators believe that the maintenance and safety of our local roads, bridges and culverts is an integral part of our future economic development that will help create more jobs and lower property taxes in Oneida County; and

//.

BE IT FURTHER RESOLVED, that a copy of this Petition shall be forwarded by mail to the following: New York State Governor Andrew Cuomo, New York State Senator Joseph A. Griffo, New York State Senator David Valesky, New York State Assembly Representative Anthony Brindisi, New York State Assembly Representative Claudia R. Tenney, New York State Assembly Representative Ken Blankenbush, New York State Assembly Representative, William Magee, New York State Assembly Representative Marc Butler, County Executive Anthony Picente, Oneida County Commissioner of Public Works Dennis Davis and all others deemed necessary and proper.

LEGISLATORS SUPPORTING PETITION

LEGISLATORS OPPOSING PETITION

William T. ...  
Philipp M. Sacco  
Rose Ann Conroy  
[Signature]  
Guy ...

R. Chad Davis  
Mil R. Paparella  
[Signature]  
Ben Mangy  
[Signature]  
Edual P. Wells  
[Signature]

~~Richard ...~~  
Thomas ...  
James ...  
Harmon ...  
Ken ...  
Joseph ...

The enclosed petition represents the opinion of those members of the Oneida County Board of Legislators signing the same regarding the contents or subject matter of the petition. Under the Rules of the Board, a Legislator may sign said petition or may, in the alternative, elect not to sign the petition. There are 23 members of the Oneida County Board of Legislators.

Dated: March 11, 2015

PETITION BY ONEIDA COUNTY, N. Y., BOARD OF LEGISLATORS

for

FN 20 15-149

MEMORIALIZING PETITION

READ & FILED

F.N. 2015 –

**SPONSORS: Messrs: Waterman, Fiorini, Mandryck, Idzi, Miller, Koenig, Leach, Porter, Flisnik, Paprella, Joseph, Fort, Clancy, Furgol, Tallarino, Hendricks**

**A MEMORIALIZING PETITION SUPPORTING THE AMENDMENTS TO THE NEW YORK SAFE ACT of 2013**

**WHEREAS**, the right to bear arms is guaranteed by the Second Amendment of the U.S. Constitution, as well as the Civil Rights Law of the State of New York; and

**WHEREAS**, the New York Secure Ammunition and Firearms Enforcement Act of 2013 commonly known as the NY SAFE Act is a gun control law of the state of New York. The law was rushed to pass by the New York State Senate and Assembly on January 15, 2013, and was signed into law by Governor of New York Andrew Cuomo on the same day; and

**WHEREAS**, on February 13, 2013 the Oneida County Board of Legislators passed a resolution opposing the New York Safe Act of 2013; and

**WHEREAS**, several of our local state representatives are sponsoring or co-sponsoring legislation amending the NY SAFE Act of 2013; and

**WHEREAS**, the Oneida County Board of Legislators support the Senate/Assembly bill that will amend the NY SAFE Act to once again allow for the gifting of long guns to close relatives and to holders of valid New York State pistol permits; and

**WHEREAS**, the Oneida County Board of Legislators support the Senate/Assembly bill that will repeal the provision of the SAFE Act that was struck down in federal court that limits the number of legally permissible cartridges in a 10 –round magazine to seven; and

**WHEREAS**, the Oneida County Board of Legislators support the Senate/Assembly bill that will terminate a state program requiring all ammunition retailers register with the state and conduct background checks on all customers and redirect state funding allocated for this program to public school districts to assist in hiring a resource officer; and

**WHEREAS**, the Oneida County Board of Legislators support the Senate/Assembly bill that will prohibit county judges and other licensing officers from imposing extraneous restrictions when issuing pistol and handgun licenses; and

**NOW THEREFORE BE IT HEREBY RESOLVED**, that the Oneida County Board of Legislators does hereby support the four amendments that are being put forth by our local state representatives that will eliminate some of the unnecessary burdens that the NY Safe Act puts on law abiding gun owners; and

**BE IT FURTHER RESOLVED**, that this Legislature hereby calls upon the New York State Legislature and the Governor to pass the four amendments to the NY SAFE Act that will lessen the unnecessary burdens on the law abiding and responsible gun owners of the State of New York; and

**BE IT FURTHER RESOLVED**, that a copy of this Petition shall be forwarded by mail to the following: New York State Governor Andrew Cuomo, New York State Senator Joseph A. Griffo, New York State Senator David Valesky, New York State Assembly Representative Anthony Brindisi, New York State Assembly Representative Claudia R. Tenney, New York State Assembly Representative Ken Blankenbush, New York State Assembly Representative, William Magee,

LEGISLATORS SUPPORTING PETITION

LEGISLATORS OPPOSING PETITION

William Jodman  
Reg. Am. Conventions

Philip M Sacco

Greg Jern  
Gunn

R King

Emil R. Paparella

Storck

Ben Mancyl

David Miller

[Signature]

Alan R

Maddalena

[Signature]

Thomas Leach  
James Dwyer

[Signature]

Ken Ford

The enclosed petition represents the opinion of those members of the Oneida County Board of Legislators signing the same regarding the contents or subject matter of the petition. Under the Rules of the Board, a Legislator may sign said petition or may, in the alternative, elect not to sign the petition. There are 23 members of the Oneida County Board of Legislators.

Dated: March 11, 2015

PETITION BY ONEIDA COUNTY, N. Y., BOARD OF LEGISLATORS

FN 20 15-150

for

READ & FILED

MEMORIALIZING PETITION

F.N. 2015 –

SPONSORS: Messrs: D’Onofrio, Paparella, Waterman, Welsh, Fort, *Speziale*

**A MEMORIALIZING PETITION SUPPORTING INCREASE FUNDING IN THE 2015-2016 STATE BUDGET FOR PEOPLE WITH DEVELOPMENTAL DISABILITIES AND THEIR FAMILIES/ADVOCATES WITH QUALITY OF LIFE ISSUES**

**WHEREAS**, On November 10, 2014 a package of four bills that were passed unanimously by the State Legislature, concerning services for people with developmental disabilities were delivered to the Governor Cuomo to either be vetoed or approved. The Governor vetoed all four bills; and

**WHEREAS**, the Oneida County Board of Legislators are committed in our support of people with developmental disabilities and their families/advocates and understand the hardships that the transformation agenda with OPWDD has caused them; and

**WHEREAS**, we must stay committed in asking Governor Cuomo to ensure that for people with developmental disabilities that residential and self-directed services include options such as certified group homes, certified supported apartments, and certified homeownership by service agencies; and

**WHEREAS**, we must stay committed in asking Governor Cuomo to provide for existing not-for-profit service agencies to be included as service providers and managed care organizations in the upcoming transition to managed care for people with developmental disabilities; and

**WHEREAS**, we must stay committed in asking Governor Cuomo to assure that ISPs (Individual Service Plans) of people with developmental disabilities are adhered to as legal documents; and

**WHEREAS**, we must stay committed in asking Governor Cuomo to make certain that people with developmental disabilities and their guardians are provided options, which are consistent, permanent, and flexible; and

**NOW THEREFORE BE IT HEREBY RESOLVED**, that the Oneida County Board of Legislators strongly supports the increase of funding in the 2015-2016 State budget for people with developmental disabilities and their families/advocates with quality of life issues; and

**BE IT FURTHER RESOLVED**, that a copy of this Petition shall be forwarded by mail to the following: New York State Governor Andrew Cuomo, Acting Commissioner of OPWDD, Kerry A. Delaney, New York State Senator Joseph A. Griffo, New York State Senator David Valesky, New York State Assembly Representative Anthony Brindisi, New York State Assembly Representative Claudia R. Tenney, New York State Assembly Representative Ken Blankenbush, New York State Assembly Representative, William Magee, New York State Assembly Representative Marc Butler, County Executive Anthony Picente, and all others deemed necessary and proper.

LEGISLATORS SUPPORTING PETITION

LEGISLATORS OPPOSING PETITION

William Goodman

Heber M. Sacco

Rose Ann Conventino

[Signature]

Jerry [Signature]

[Signature]

Paul R. Paparella

[Signature]

Kim Mansfield

Brian [Signature]

[Signature]

Eden P. Welsch

Maddie [Signature]

[Signature]

James [Signature]  
James [Signature]

Ken Fort

[Signature]

Chad Davis

Frank D. [Signature]

Joseph [Signature]

Norman [Signature]

The enclosed petition represents the opinion of those members of the Oneida County Board of Legislators signing the same regarding the contents or subject matter of the petition. Under the Rules of the Board, a Legislator may sign said petition or may, in the alternative, elect not to sign the petition. There are 23 members of the Oneida County Board of Legislators.

Dated: March 11, 2015



ONEIDA COUNTY  
OFFICE OF THE COUNTY EXECUTIVE

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

April 1, 2015

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

FN 20 15-151  
WAYS & MEANS

Honorable Members:

I have received a letter from Oneida County Legislator, Rose Ann Convertino, requesting some funding for the Mohawk Valley Regional Volunteer Center. As the enclosed letter explains, the Mohawk Valley Regional Volunteer Center is housed in the Parkway Rec Center. The Mohawk Valley Regional Volunteer Center apparently has lost its New York State Funding in the 2015-2016 New York State Budget. This loss of funding will jeopardize the Regional Volunteer Centers existence.

As Legislator Convertino points out in her letter, the Volunteer Center has played a crucial role in some of the local disasters this area has experienced in the last few years including working with the Red Cross during the recent flooding.

With your help, I would like to use some of the contingency funds to provide some assistance to the Mohawk Valley Volunteer Center.

I therefore request your Board's approval of the following 2015 transfer:

TO:

AA# A6414.495 Oneida County Regional Assistance ..... \$ 49,000.00

FROM:

AA# 1998.1992 Budget/Special Items - Contingent ... \$ 49,000.00

Respectfully submitted,

Anthony J. Picente, Jr.  
County Executive

CC: Comptroller  
County Attorney  
Budget Director

20.



**ONEIDA COUNTY BOARD OF LEGISLATORS**  
*Rose Ann Convertino, Oneida County Legislator-District 22*

609 Blandina Street, Utica N.Y. 13501  
PH: (315)732-2403

---

March 24, 2015

Oneida County Executive Anthony Picente, Jr.  
Oneida County Office Building  
800 Park Ave, FL-10  
Utica NY 13501

Dear County Executive Picente:

We have both been made aware of a budgetary issue with the Parkway Rec Center, specifically its Mohawk Valley Regional Volunteer Center. Apparently this state-funded program was not included in the 2015 state budget and therefore will not be operational unless Oneida and Herkimer Counties and our state representatives will assist. Based upon my research of their work, it seems warranted and would be money well-spent for Oneida County to provide such financial support.

With all of the service agencies within the county I questioned the necessity of the specific work of the Volunteer Center. When I posed this question, specifically with reference to The Red Cross and The Salvation Army, I was surprised to learn that there are some 57 organizations within the county deriving the benefits of volunteer recruitment, coordination, management and training through this effort. The Executive Director, Kelly Walters, explained that the flooding of 2013 clearly demonstrated the need for a point of contact for civilian volunteers, the Disaster Agency Liaison Program came into existence. This element of the effort provides community preparation presentations, recruits veterans with their very special skill sets in such situations and facilitates during disasters between government and civilian volunteers.

The funding we would provide, the sum of \$49,000, is a one-time support to enable the program to devise a self-sustaining funding stream. These funds would be spent in Oneida County and would enable the more than 12,000 volunteers to continue to effectively use their time and talents (over 153,000 hours of service valued at over \$4 million). I believe you would agree that this is a most worthy expenditure and ask you to accept this letter of support and allocate these one-time funds for this project.

Sincerely,

ROSE ANN CONVERTINO, (D-22) Utica  
Oneida County Legislator

21.



## ONEIDA COUNTY DEPARTMENT OF LAW

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

ANTHONY J. PICENTE JR.  
COUNTY EXECUTIVE

PETER M. RAYHILL  
COUNTY ATTORNEY

April 2, 2015

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

FN 20 15-152

### WAYS & MEANS

#### Re: VVS City School District Revenue Sharing Agreement

Dear Mr. Picente, Jr.:

Attached are copies of an Agreement between Oneida County and Vernon-Verona-Sherrill City School District.

Pursuant to this Agreement, the County will pay the District a percentage of the gaming proceeds which the County receives pursuant to the Settlement Agreement, equal to the District's proportionate share of the County's population based on the most recent decennial census, as computed by the Oneida County Planning Department. Such payment shall be accepted by the District in lieu of any lost revenue it may experience in real estate tax, sales tax, or any other tax, or any other loss of revenue or item of expense whatsoever, resulting from the implementation of the Settlement Agreement. The gaming proceeds referred to herein consist of the 25% of Nation Payment to be shared with the County pursuant to Section III B of the Settlement Agreement.

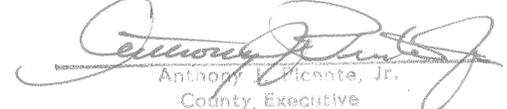
This agreement shall be in effect as long as the Settlement Agreement is in effect and will result in a yearly payment of \$643,524.00 based on the 2010 census figures.

If this meets with your approval, please forward to the Board of Legislators for their consideration at the next meeting.

Very truly yours,

  
Peter M. Rayhill, Esq.  
Oneida County Attorney

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

  
Anthony J. Picente, Jr.  
County Executive

Date 4/6/15

22.

Oneida Co. Department:

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_  
Federal Agreement/Revenue \_\_\_\_\_

Oneida County Contract Summary

Name of Proposing Organization: Vernon-Verona-Sherrill City School District  
5275 State Route 31  
Verona, New York 13478

Title of Activity or Service: Revenue Sharing Agreement

Proposed Dates of Operation: Continual – As long as the OIN Settlement Agreement is in effect.

Client Population/Number to be Served: --

**Summary Statements**

**1) Narrative Description of Proposed Services:** To proportionally distribute the Settlement Agreement revenue among the effected communities.

**2) Program/Service Objectives and Outcomes:** "In-lieu of" payments – due to lost revenue resulting from the implementation of the Settlement Agreement.

**3) Program Design and Staffing:** --

**Total Funding Requested:** \$643,524.00/year or as calculated by most recent decennial census thereafter

**Account #:** A1915.49576

**Oneida County Dept. Funding Recommendation:** To be paid by monies resulting from gaming proceeds shared with the County by the OIN pursuant to Section III B of the Settlement Agreement.

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

**Cost Per Client Served:** --

**Past Performance Data:** --

**O.C. Department Staff Comments:** --

23.



**ONEIDA COUNTY DEPARTMENT OF LAW**

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

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

**PETER M. RAYHILL**  
COUNTY ATTORNEY

April 1, 2015

FN 20 15-153

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

**WAYS & MEANS**

Re: Claimant: Paul Ferrone  
File #2013-000583

Dear County Executive Picente:

I am requesting authority to assign a claim arising out of an incident which occurred on October 24, 2012

The Claimant, Paul Ferrone, alleges property damages and personal injuries sustained in a motor vehicle accident with a County Employee.

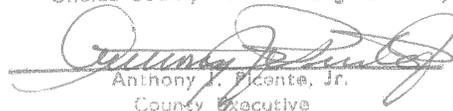
It is the opinion of the insurance adjusters, our claims administrator and our attorney that this claim will not be settled within the County's Retention of \$100,000.00. We have been asked by our insurance carrier, HCC to assign the remainder of the Retention to HCC.

I recommend and request that the Board of Legislators authorize an assignment of the Retention of this claim to HCC.

Very truly yours,

  
Peter M. Rayhill, Esq.  
Assistant County Attorney

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

  
Anthony J. Picente, Jr.  
County Executive

Date 4/6/15

24.

Anthony J. Picente Jr.  
County Executive



Anne B. Hartman  
Director

## ONEIDA COUNTY DEPARTMENT OF CENTRAL SERVICES

Oneida County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501  
(315) 798-5905 ♦ Fax: (315) 797-3047 ♦ Email: helpdesk@ocgov.net

March 27, 2015

FN 20 15-154

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

GOVERNMENT OPERATIONS  
WAYS & MEANS

Subject: Contract Amendment Recommendation – Northland Communications upgrades for:

- 300 W. Dominick Street and 301 W. Dominick Street, Rome
- 930 York Street, 321 Main Street, 185 Genesee Street and 406 Elizabeth Street, Utica
- 6000 Airport Road and 120 Airline Street, Oriskany

Dear County Executive Picente:

In August 2010, Oneida County established a Master Contract with Northland Communication located at 317 Court Street, Utica, NY to provide Multi-Protocol Label Switching (MPLS) network connections to Oneida County facilities on West Dominick Street and Griffiss Airport in Rome. In July 2012, the Master Contract was modified to add MPLS service for Child Advocacy Center (CAC), 930 York Street and Women's Infants and Children (WIC), 617 South Street, Utica. Then, in 2013, we modified the contract twice. First to to have MPLS installed at 120 Airline Street, Oriskany and Union Station then later in the year to add MPLS connections at 6000 Airport Road, Oriskany and 185 Genesee Street, Utica. In 2014, MPLS was added for the Stop DWI facility at 200 Base Road, Oriskany.

Oneida County selected an MPLS solution because:

- It is a modern network solution that handles data efficiently
- It offers a guaranteed connection covered by a Service Level Agreement
- Northland monitors the MPLS connection 24x7 from their Network Operations Center (NOC) so that they can immediately and proactively respond should a connection fail
- It's easy to use and simplifies maintenance – non-County Office Building (COB) users log on to the network, work and print as if they were physically located inside the COB; Network Administrators can more easily address network issues, perform backups and assist users remotely over an MPLS connection

At the time the MPLS Master Contract was put into place in 2010, it was agreed that incremental additions of MPLS sites would be evaluated on a case by case basis at the time each new site was identified. At this time, I am recommending that we upgrade our MPLS network and increase the MPLS connection speeds for eight of our existing MPLS locations. Please see the Cost Benefit table that follows.

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

Anthony J. Picente, Jr.  
County Executive

Date 3/31/15

### Northland MPLS Network Connections Upgrade Cost Benefit

Location	Current		Proposed					Benefits
	MPLS Size in Mb	Monthly Cost	MPLS Size in Mb	Monthly Cost	Monthly Cost Difference	% MPLS Size Increase	% Cost Increase	
300 W. Dominick, Rome	3	\$387.11	10	\$497.11	\$110.00	333%	28%	Increase frustratingly low speeds for Public Defender and other Departments - to improve employee performance and efficiency.
301 W. Dominick, Rome	3	\$387.11	10	\$497.11	\$110.00	333%	28%	Support effective implementation of Probation Caseload Explorer Case Management System implementation plus enable shift work to be performed by DSS in case of disaster at COB.
930 York St., Utica	1	\$287.11	10	\$497.11	\$210.00	1000%	73%	Easier server maintenance - Central Services will move CAC server to the County Office Building Data Center on B-1
120 Airline, Oriskany	10	\$497.11	30	\$597.11	\$100.00	300%	20%	Support more effective DR Site, data replication/mirroring/data backup
321 Main Street, Utica	10	\$397.11	30	\$522.11	\$125.00	300%	31%	To support Probation Department Caseload Explorer Case Management System implementation plus add network capacity for other Departments including Board of Elections and Planning.
6000 Airport Rd., Oriskany	10	\$407.11	30	\$597.11	\$190.00	300%	47%	Easier server maintenance - Central Services will move DPW server to the County Office Building Data Center on B-1
406 Elizabeth Street, Utica	3	\$387.11	10	\$497.11	\$110.00	333%	28%	To enable effective use of eClinical Medical Records system being purchased by Health Department.
185 Genesee Street, Utica	10	\$397.11	30	\$522.11	\$125.00	300%	31%	To enable effective use of eClinical Medical Records system purchased by Health Department as well as to increase network speeds for Health users to improve employee performance and efficiency.
200 Base Rd., Oriskany	3	\$387.11	No Change	\$387.11	\$0.00	0%	0%	NO CHANGE - Included for cost Calculation to extend end date by 26 months
800 Park Ave, Utica	50	\$597.11	No Change	\$597.11	\$0.00	0%	0%	NO CHANGE - Included for cost Calculation to extend end date by 26 months
<b>Totals</b>		<b>\$4,131.10</b>		<b>\$5,211.10</b>	<b>\$1,080.00</b>			

Note: Total contract value must include \$287.11 per month for 617 South Street, Utica for 13 months

The upgrades being proposed will increase Oneida County cost by a total of \$1,080 per month and extend the end date of the current contract by one year from 6/1/2016 to 6/1/2017. With the one year contract extension, Northland has agreed to waive a \$70 installation fee for each site saving the County \$560. The only site that will not be extended under this proposed contract is 617 South Street Utica. The contract for 617 South Street will end as scheduled on 6/1/2016. Monthly MPLS charges for 800 Park Avenue, Utica and 200 Base Road, Oriskany will not change but the agreement for MPLS connections for these locations will be extended to 6/1/2017 as a part of this contract amendment.

If this contract amendment is approved as recommended, the contract value will increase by \$16,944.91 from \$122,276.12 to \$139,221.03.

I respectfully request that you forward this contract modification recommendation to the Board of Legislators for consideration and approval.

Respectfully submitted,



Anne B. Hartman  
Director, Central Services

Attachments:

1. 3 Copies of Northland Communications Service Agreement for Oneida County Central Services signed by Northland
2. Northland Communications Dedicated Internet, Cloud and MPLS Service Level Agreement (SLA)
3. Original Northland Communications Service Agreement for Oneida County dated July 9, 2010

Oneida Co. Department: Central Services

Competing Proposal – N/A

Only Respondent – N/A

Sole Source RFP - N/A

**Oneida County Board of Legislators**

**Name of Proposing Organization:**

NORTHLAND COMMUNICATIONS  
317 COURT ST.  
UTICA, NY 13502

**Title of Activity or Service:**

NORTHLAND COMMUNICATIONS  
MPLS

**Proposed Dates of Operation:**

From installation until 6/1/2017

**Client Population/Number to be Served:** 850

**Summary Statements:**

- 1. Narrative Description of Proposed Services:** MPLS network communication.
- 2. Program/Service Objectives and Outcomes:** Improved speed, server maintenance, DR and user productivity.
- 3. Program Design and Staffing:** N/A

**Total Funding Requested:** Adds \$16,944.91 to current contract. Total contract value increases from \$122,276.12 to \$139,221.03.

**Account #:** 1610

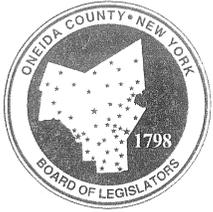
**Oneida County Dept. Funding Recommendation:** N/A

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

**Cost per Client Served:** Approximately \$19.94

**Past Performance Data:** MPLS connections have been exceptionally reliable since our first installation in 2010.

**O.C. Departmental Staff Comments:** Recommend contract amendment based on excellent reliability for Oneida County users.



# ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini  
Chairman  
(315) 798-5900

Mikale Billard  
Clerk  
(315) 798-5404

George Joseph  
Majority Leader

Frank D. Tallarino  
Minority Leader

April 7, 2015

FN 20 15-155

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, 2015 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.

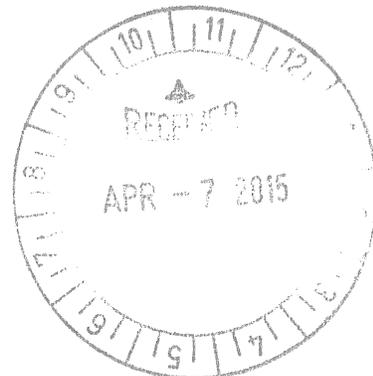
I have received the attached documentation after the Oneida County Agricultural and Farmland Protection Board's review found 28 landowners owning 2148.9 acres to be in accordance with the qualifications for inclusion within an agricultural district.

I hereby submit the attached packet of information for final approval of the "Open Enrollment" period and respectfully request that this be considered by committee, and subsequently by the full Board at the meeting of **May 13, 2015** thereafter being submitted to the State for final approval.

Respectfully submitted,

GERALD J. FIORINI,  
CHAIRMAN OF THE BOARD

GJF:pp  
attachments



29.

**2015 OPEN ENROLLMENT NYS AGRICULTURAL DISTRICTS IN ONEIDA COUNTY**

<b>TAX PARCEL ID#</b>	<b>OWNER</b>	<b>TOWN</b>	<b>DISTRICT</b>	<b>ACRES</b>
<b>301.000-2-27.2</b>	<b>Albrecht, Anthony</b>	<b>Westmoreland</b>	<b>5</b>	<b>85.3</b>
208.000-1-69.1	Bejian, Timothy C.	Floyd	7	240.0
<b>371.000-1-10.2</b>	<b>Bilow, Vincent</b>	<b>Vernon</b>	<b>4</b>	<b>39.5</b>
380.000-2-25.4	Brenneman, Alvin	Augusta	4	101.9
380.000-2-23.2	Brenneman, David	Augusta	4	36.4
380.000-2-25.3	Brenneman, David	Augusta	4	99.0
380.000-2-6	Brenneman, Joel	Augusta	4	133.0
380.000-2-25.1	Brenneman, Joel	Augusta	4	24.1
33.000-1-11.3	Britton, Jerome	Boonville	3	18.0
33.000-2-2	Britton, Jerome	Boonville	3	39.1
33.010-1-26	Britton, Jerome	Boonville	3	38.6
33.010-1-36.2	Britton, Jerome	Boonville	3	1.0
33.010-1-37.1	Britton, Jerome	Boonville	3	4.2
33.011-1-18	Britton, Jerome	Boonville	3	3.0
350.000-3-44.1	Collins Farm Realty, LLC	New Hartford	5	8.1
372.000-1-40	Dugan, Andrew	Augusta	4	29.0
<b>362.003-1-2</b>	<b>Hershberger, Andy</b>	<b>Augusta</b>	<b>4</b>	<b>30.6</b>
<b>362.003-1-4</b>	<b>Hershberger, Andy</b>	<b>Augusta</b>	<b>4</b>	<b>0.3</b>
<b>362.003-1-69</b>	<b>Hershberger, Andy</b>	<b>Augusta</b>	<b>4</b>	<b>23.1</b>
61.000-1-1.3	Hroboni, Eric	Ava	2	12.5
245.000-1-33.2	Koenig, Justin	Floyd	7	134.8
245.000-1-33.5	Koenig, Justin	Floyd	7	3.8
245.000-1-89	Koenig, Justin	Floyd	7	32.0
346.000-1-37.3	Macri, Samuel & Darlene	Kirkland	5	8.5
346.000-1-37.4	Macri, Samuel & Darlene	Kirkland	5	3.1
312.000-1-23	Makarchuk, Paul & Joanne	Vernon	4	47.7
<b>350.000-1-61.1</b>	<b>Massoud, Anthony</b>	<b>New Hartford</b>	<b>5</b>	<b>21.6</b>
350.000-1-61.3	Massoud, Anthony	New Hartford	5	32.2
248.000-1-19.8	Mower, Donald A.	Trenton	7	200.1
264.000-2-2.2	Mower, Donald A.	Trenton	7	5.0
264.000-2-2.4	Mower, Donald A.	Trenton	7	1.6
264.000-2-2.5	Mower, Donald A.	Trenton	7	76.0
264.000-2-2.6	Mower, Donald A.	Trenton	7	7.2
350.000-2-36	Reath, Roger C.	New Hartford	5	57.4
194.015-1-63	Ryan, Craig & Barbara	Barneveld (V)	7	4.9
371.000-1-12.2	Schwartz, Alvin	Augusta	4	130.6
<b>380.000-2-3</b>	<b>Schwartz, David</b>	<b>Augusta</b>	<b>4</b>	<b>17.7</b>
<b>380.000-2-5</b>	<b>Schwartz, David</b>	<b>Augusta</b>	<b>4</b>	<b>27.7</b>
362.000-1-32.1	Schwartz, Jacob D.	Augusta	4	28.4
362.000-1-32.4	Schwartz, Jacob D.	Augusta	4	12.5
362.000-1-34.1	Schwartz, Jacob D.	Augusta	4	16.6
371.000-1-18.2	Schwartz, Mahlon S.	Augusta	4	92.2
371.000-1-16.2	Schwartz, Samuel	Augusta	4	57.8
380.000-2-21.1	Shetler, Johnnie E.	Augusta	4	23.9
380.000-2-23.1	Shetler, Johnnie E.	Augusta	4	31.8
<b>352.000-1-1.2</b>	<b>Shetler, Mahlon. H.</b>	<b>Augusta</b>	<b>4</b>	<b>11.5</b>
262.000-2-10.2	Shikula, Aleksandr	Marcy	7	5.5
372.000-1-46	Spooner Living Trust - Terrence & Christine	Augusta	4	66.4
71.000-1-19.1	Stacy, Bradley J.	Florence	1	23.7

**BOLD = ownership change only**

**Total Acres 2148.9**



FN 20 15-156

April 1, 2015

**ECONOMIC DEVELOPMENT  
& TOURISM**

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

**WAYS & MEANS**

Dear County Executive:

Please find enclosed the Cornell Cooperative Contract for 2015. This contract totals \$613,958 which was included in 2015 Oneida County Budget and was approved on November 12, 2014 by resolution # 315.

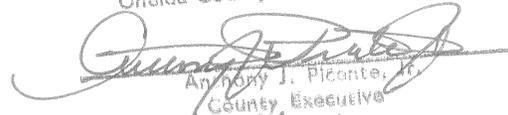
Also find enclosed the Cornell Cooperative 2015 Budget, Agreement BR (Cornell Agreement), and a copy the positions and salaries for 2015.

Since the total contact is more than the \$50,000 limit, I respectfully request you have your Board of Legislators approve this contract. I also request you have your Board act on this legislation at its next scheduled meeting of **April 8, 2015**, due to time constraints with Cornell University.

Sincerely;

  
Thomas B. Keeler  
Budget Director

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

  
Anthony J. Picente, Jr.  
County Executive

Date 4/6/15

Oneida Co. Department: Budget

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

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name of Proposing Organization:** Cornell Cooperative Extension of Oneida County  
2<sup>nd</sup> Street  
Oriskany, New York 13424

**Title of Activity or Service:** Multiple program services

**Proposed Dates of Operation:** January 1, 2015 to December 31, 2015

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

**Summary Statements**

**1) Narrative Description of Proposed Services:** Support and maintenance of the work of CCE of Oneida County and the conduct of the extended educational programs of the New York State College of Agriculture and Life Sciences, the College of Human Ecology, and other units at Cornell University.

**2) Program/Service Objectives and Outcomes:** Determined by program

**3) Program Design and Staffing:** Determined by program.

**Total Funding Requested:** \$613,958.20 **Account #** A8752

**Oneida County Dept. Funding Recommendation:** \$615,958.20

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

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

**Past Performance Data:** The programs provided through this partnership have been provided successfully for many years in Oneida County and provide many lasting benefits to the residents of the County.

**O.C. Department Staff Comments:** Funding for this program was approved in the 2015 Budget resolutions passed by the Board on November 12, 2014; Resolution #2014-315.

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

Utica ~ Phone: (315) 798-5914 Fax: (315) 624-3684

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)

Deputy Director  
Patrick Cady

Supervisors  
Thomas Brognano  
Mark Joseph  
Holly Matthews  
Paula Mrzlikar

FN 20 15-157

March 9, 2015

### PUBLIC SAFETY

### WAYS & MEANS

Mr. Anthony J. Picente, Jr.  
Oneida County Executive  
Oneida County Office Building  
800 Park Avenue – 10th Floor  
Utica, New York 13501

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

Anthony J. Picente, Jr.  
County Executive

Date 4/6/15

Re: Regional Youth Justice Team Grant

Dear Mr. Picente:

As you are aware Oneida County chairs the 6 county Regional Youth Justice Team. RYJT applied for and was granted a \$100,000 allotment. Oneida County will act as the lead agency and these funds will run through us. The grant is for an Assessment of Juvenile Delinquency Procedures in each county and a Needs Assessment. It will also pay for targeted training like Family Engagement, Needs of Rural Youth, Cultural Competency, and Trauma.

This project is timely and consistent with our plans for Arrest Diversion and to help prepare us for "Raise the Age". If you approve please forward this contract to the Board for their consideration. We only received the actual contract recently so your assistance in forwarding this along for the April Board date (if possible) would be most helpful and appreciated.

Very truly yours,

DAVID TOMIDY  
PROBATION DIRECTOR

DT:kas  
Enclosures

Oneida Co. Department: Central Services

Competing Proposal – No  
Only Respondent – Yes  
Sole Source RFP – No

**Oneida County Board of Legislators**

**Name of Proposing Organization:** Oneida County Probation Department, Union Station, 321 Main Street, Utica, New York 13501

**Title of Activity or Service:** Regional Youth Justice Team Grant

**Proposed Dates of Operation:** November 1, 2014 to April 30, 2016

**Client Population/Number to be Served:** Juvenile Delinquents in the counties of Oneida, Herkimer, Otsego, Fulton, Montgomery, and Schoharie.

**Summary Statements:**

- 1. Narrative Description of Proposed Services:** We will hire a consulting agency to comprehensively evaluate Juvenile Delinquency Procedures and conduct a needs assessment. We will also provide targeted training in each county on issues of Family Engagement, Needs of Rural Youth, Cultural Competency, and Trauma.
- 2. Program/Service Objectives and Outcomes:** Our plan is for these findings to be a part of Juvenile Delinquency summits to be held in each county to refine procedures and prepare for the “Raise the Age” changes on the horizon.
- 3. Program Design and Staffing:** We will sub-contract with Kids Oneida, Refugee Center, and Social Science Consulting for these services.

**Total Funding Requested:** \$100,000.00

**Account #:** A4325.1

**Oneida County Dept. Funding Recommendation:** We recommend approval of Oneida County to act as the Pass Through county for these funds.

**Proposed Funding Sources (Federal \$/State \$/County \$):** State Funds as a Pass-through from OJJDP (Federal)

**Cost per Client Served:** NA

**Past Performance Data:** NA

**O.C. Departmental Staff Comments:** This effort is a timely and wise strategy to assess where each county stands with Juvenile Delinquency, prepare for the future, and to seek the best outcomes for our troubled youth.

Office of the Sheriff

County of Oneida

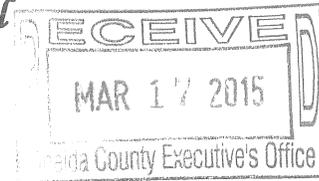
Undersheriff Robert Swenszkowski  
Chief Deputy Jonathan G. Owens



Chief Deputy Gabrielle O. Liddy  
Chief Deputy Dean Obernesser

*Sheriff Robert M. Maciol*

March 11, 2015



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

FN 20 15-158

**PUBLIC SAFETY**

**WAYS & MEANS**

Dear County Executive Picente:

The Sheriff's Office would like to request a year 2015 Supplemental Appropriation of Funds of \$29,000.00 to be used to purchase technology enhancements in the jail. The Sheriff's Office has been provided funds under a contract from The Second Chance Program. No County dollars will used for this project.

The technology upgrade in the jail will provide added security and safety to the staff as well as the inmates. The upgrade will also provide added support to help defend against any future litigations.

I respectfully request that this matter be acted on at the Board of Legislators April board meeting.

The Supplemental Appropriation Request is as follows:

<u>Transfer from Expense Account</u>	<u>Amount</u>
A1589 Contract Admin. Reimbursement	\$29,000.00

<u>Transfer to Expense Account</u>	<u>Amount</u>
A3151.295 Other Equipment	\$29,000.00

I would like to thank you for your time and diligent attention to this matter in advance. If you have any questions, require clarification or seek additional information from me in order to help you make a decision regarding my request, please do not hesitate to contact me at any point in time.

Sincerely,  
  
Robert M. Maciol,  
Oneida County Sheriff

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

Date 3/17/15

35.

# Office of the Sheriff

Undersheriff Robert Swenszkowski  
Chief Deputy Jonathan G. Owens



# County of Oneida

Chief Deputy Gabrielle O. Liddy  
Chief Deputy Dean Obernesser

*Sheriff Robert M. Maciol*

March 10, 2015

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

FN 20 15-159

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

**PUBLIC SAFETY**  
**WAYS & MEANS**

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

Date 3/10/15

Dear County Executive Picente,

The Commissary Account is offset by revenues from Inmates in the Correctional Facility. Per the New York State Commission of Corrections Minimum Standards 7016.1c "profits resulting from Commissary sales shall be deposited in a separate bank account and shall be utilized only for purposes of prisoner welfare and rehabilitation."

In 2014, there was a profit of \$129,227.00 which has been rolled over into 2015, as indicated in the attached audit trail for revenue account A1525. Annually, a supplemental appropriation is prepared for the profit to fund programs, equipment, or supplies for the purposes set forth by the Commission. In 2015, the surplus will be used for horticulture programming, educational services and supplies, a life skills program, sewing projects, recreational items, worker pod, library, notary and other services.

I respectfully request that this matter be acted on at the April 2015 meeting.

The 2015 Supplemental Appropriation request is as follows:

A3152.211	Office Equipment	\$ 5,000.00
A3152.212	Computer Hardware	\$ 20,000.00
A3152.295	Other Equipment	\$ 40,000.00
A3152.472	Recreational Activities	\$ 5,000.00
A3152.491	Other Materials and Supplies	\$ 20,000.00
A3152.492	Computer Software & Licenses	\$ 30,000.00
A3152.493	Maintenance, Repair & Service Contracts	\$ 9,227.00

**Total Expenses:** \$ 129,227.00

A1525 Revenue Prisoner Commissary \$ 129,227.00

**Total Revenue:** \$ 129,227.00

*360*

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

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

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

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

Office of the Sheriff

Undersheriff Robert Swenszkowski  
Chief Deputy Jonathan G. Owens



County of Oneida

Chief Deputy Gabrielle O. Liddy  
Chief Deputy Dean Obernesser

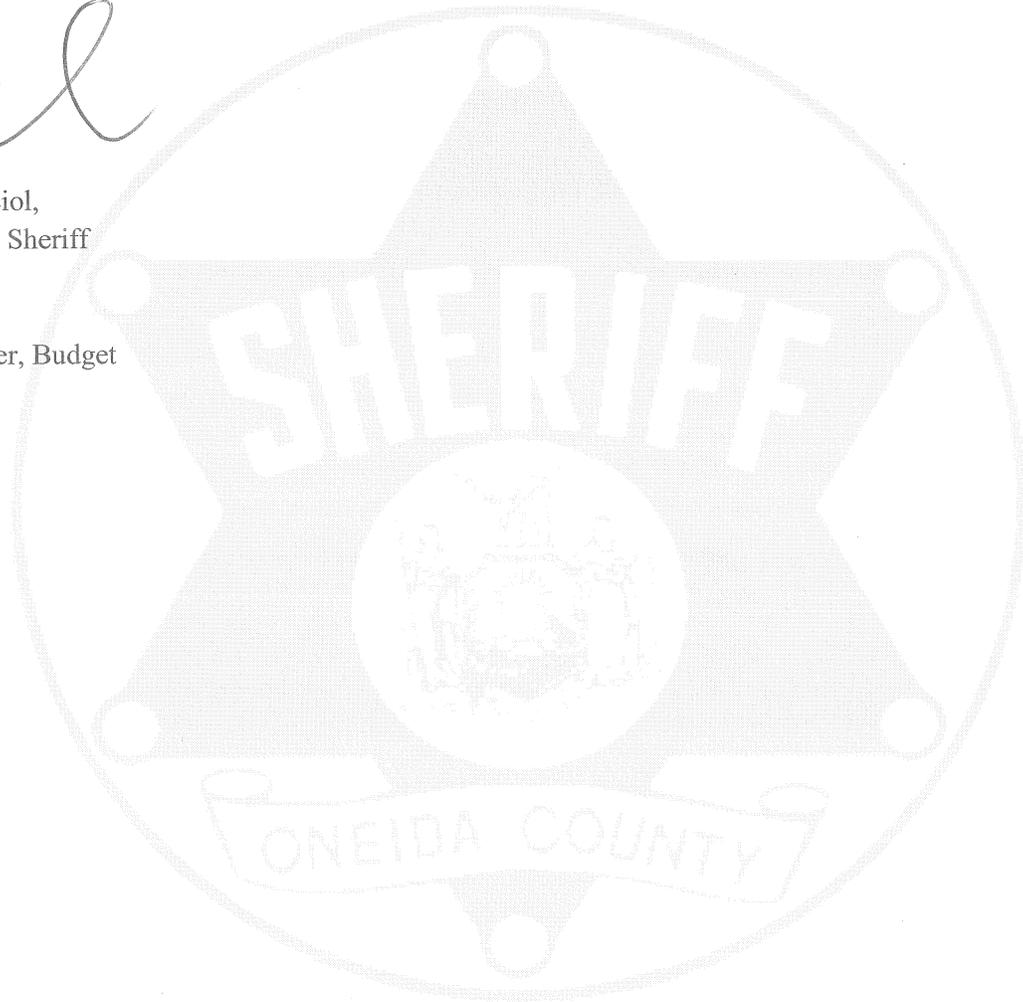
*Sheriff Robert M. Maciol*

I would like to thank you for your time and diligent attention to this matter in advance. If you have any questions, require clarification or seek additional information from me in order to help you make a decision regarding my request, please do not hesitate to contact me at any point in time.

Sincerely,

Robert M. Maciol,  
Oneida County Sheriff

CC: Tom Keeler, Budget



39.

**Administrative Office**

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

**Law Enforcement Division**

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

**Correction Division**

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

**Civil Division**

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

# 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

**RUSSELL STARK**  
Commissioner of Aviation

March 24, 2015

FN 20 15-150  
**AIRPORT**  
**WAYS & MEANS**

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

Re: Lease Agreement- Freeman Holdings of New York, LLC.

Dear Mr. Picente:

Please consider acceptance of this Lease Agreement between Oneida County, Department of Aviation and Freeman Holdings of New York, LLC.

The Lease Agreement provides for a term of ten (10) years, and provides for \$99,738.00 annual revenue for the first year of the Lease and \$102,730.14 for the remaining length of the Lease.

Freeman Holdings, LLC., (Million Air) has been the Fixed Base Operator at Griffiss International Airport since 2008 providing exceptional service to tenant and transient customers as well as to Oneida County.

If you concur with this agreement, please forward this request to the Oneida County Board of Legislatures for their consideration.

Sincerely,

Russell Stark  
Commissioner  
Oneida County Department of Aviation

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

Anthony J. Picente, Jr.  
County Executive

FILE

Date

4/6/15

38.

## Oneida County Board of Legislators Contract Summary

Name of Proposing Organization: Freeman Holdings of New York, LLC  
16221 Foster Street  
Overland Park, Kansas 66085

Title of Activity or Service: **Lease Agreement for space in Building 660, New Terminal Building**

Client Population/Number to be Served: N/A

Summary Statements:

1) Narrative Description of Proposed Services: This Lease Agreement will lease space in Building 660, first floor of The New Terminal Building to Freeman Holdings of New York, LLC, (Million Air), for the operation of the Fixed Base Operator (FBO) services at Griffiss International Airport.

2) Program/Service Objectives and Outcomes:

**Freeman Holdings of New York, LLC (Million Air) has been the FBO at Griffiss International Airport since 2008 providing outstanding service to tenant, transient and military customers at the airport. The total revenue generated from this 10 year lease will be \$1,024,309.26.**

3) Program Design and Staffing Level:

N/A

Total Funding Requested: **\$0.00**

Oneida County Department Funding Recommendation: **\$0.00** Account # **A5620**

Proposed Funding Source: Federal \$0 State \$0 County \$0

Cost Per Client Served: N/A

Past Performance Data: N/A

# 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

**RUSSELL STARK**  
Commissioner of Aviation

## ***LEASE AGREEMENT***

This LEASE AGREEMENT (hereafter referred to as the "Lease" or "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the **COUNTY OF ONEIDA, NY**, a municipal corporation organized and existing under the laws of the State of New York, with its principal place of business located at 800 Park Avenue, Utica, NY 13501 (hereinafter referred to as "Landlord") and **FREEMAN HOLDINGS OF NEW YORK, LLC**, a limited liability company organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located at 16221 Foster Street, Overland Park, Kansas 66085, (hereinafter referred to as "Tenant");

**NOW THEREFORE**, in consideration of the mutual promises and covenants herein contained, and in consideration of the sum of \$1.00 lawful monies of the United States in hand paid by each party to the other, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

### **1. Description and Use.**

a. Landlord hereby rents to Tenant, and Tenant hereby rents from Landlord, that 5,541± square feet of building space commonly referred to as the "Terminal Building" situated at 660 Hangar Road, Rome, New York, as more particularly shown on **Exhibit "A"** annexed hereto, hereinafter referred to as the "Demised Premises". The Demised Premises shall be used by Tenant for the purpose of conducting, performing and providing services commonly and routinely provided by a Fixed Base Operator ("FBO"). Said use shall be conducted in compliance with all applicable building and/or fire codes and Tenant shall comply with all the General Terms and Conditions annexed hereto and marked as **Exhibit "B"**.

### **2. Term.**

a. The Term of this Agreement shall be for a period of ten (10) years, commencing on January 1, 2015 and ending on December 31, 2024 (the "Term"), unless this Agreement is sooner terminated in accordance herewith.

b. In the event the Tenant remains in possession of the Demised Premises after the expiration of the Term, the Tenant shall be deemed to be occupying the premises as a Tenant from month-to-month, with the parties therefore subject to existing provisions of law and all of the conditions of said Agreement

40.

insofar as they are applicable to a month-to-month tenancy until the premises are vacated by the Tenant or until the parties enter into a new agreement, whichever is sooner. Also, in this event, the Tenant hereby agrees that the rent to be charged during such month-to-month tenancy shall be increased by adding three percent (3%) to the base rent that was in effect for the immediately preceding Term.

**3. Base Rent.**

a. The Tenant shall pay rent, as and for the use of the Demised Premises, in accordance with the following schedule:

<u>Year</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
1	\$ 99,738.00	\$8,311.50
2	\$102,730.14	\$8,560.85
3	\$102,730.14	\$8,560.85
4	\$102,730.14	\$8,560.85
5	\$102,730.14	\$8,560.85
6	\$102,730.14	\$8,560.85
7	\$102,730.14	\$8,560.85
8	\$102,730.14	\$8,560.85
9	\$102,730.14	\$8,560.85
10	\$102,730.14	\$8,560.85

b. The annual rent shall be paid in twelve (12) equal monthly installments as indicated above, such monthly installments to be paid in advance on or before the 1<sup>st</sup> day of each and every month throughout the Term.

c. All such rental payments shall be made payable to the "County of Oneida" and remitted to 660 Hangar Road, Rome, NY 13441 or to such other address as the Landlord may, from time to time, may designate. In the event any retroactive rental payments are due hereunder, payment of same shall be made on the 1<sup>st</sup> day of the next succeeding month.

**4. Security Deposit.**

The Tenant shall NOT be required to post a Security Deposit with the Landlord for the faithful performance of the terms and conditions of this Lease.

**5. General Terms and Conditions.**

a. This Agreement is subject to the General Terms and Conditions, annexed hereto and marked as Exhibit "B", and the Standard Conditions, annexed hereto as Exhibit "C", both of which are hereby incorporated by reference.

**6. Other Miscellaneous**

a. The Landlord shall furnish the following utilities, at its sole cost and expense: heat, electricity, water, gas, and sewer service. There shall be no additional reimbursement due from Tenant to Landlord relating to same.

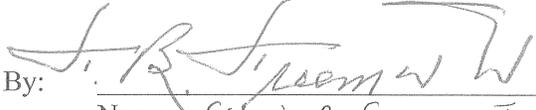
b. The Tenant shall be responsible for securing and paying for any and all costs associated with trash disposal, janitorial service, fiberoptic lines, telephone, internet, or cable, relating to the Demised Premises.

IN WITNESS WHEREOF, the parties have executed this Agreement which shall become effective as of the date first above written.

County of Oneida, Landlord

Freeman Holdings of New York, LLC

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

By:   
Name: Francis B. Freeman, Jr.  
Title: Managing member

Approved as to form only:

\_\_\_\_\_  
Oneida County Attorney's Office

# Exhibit A

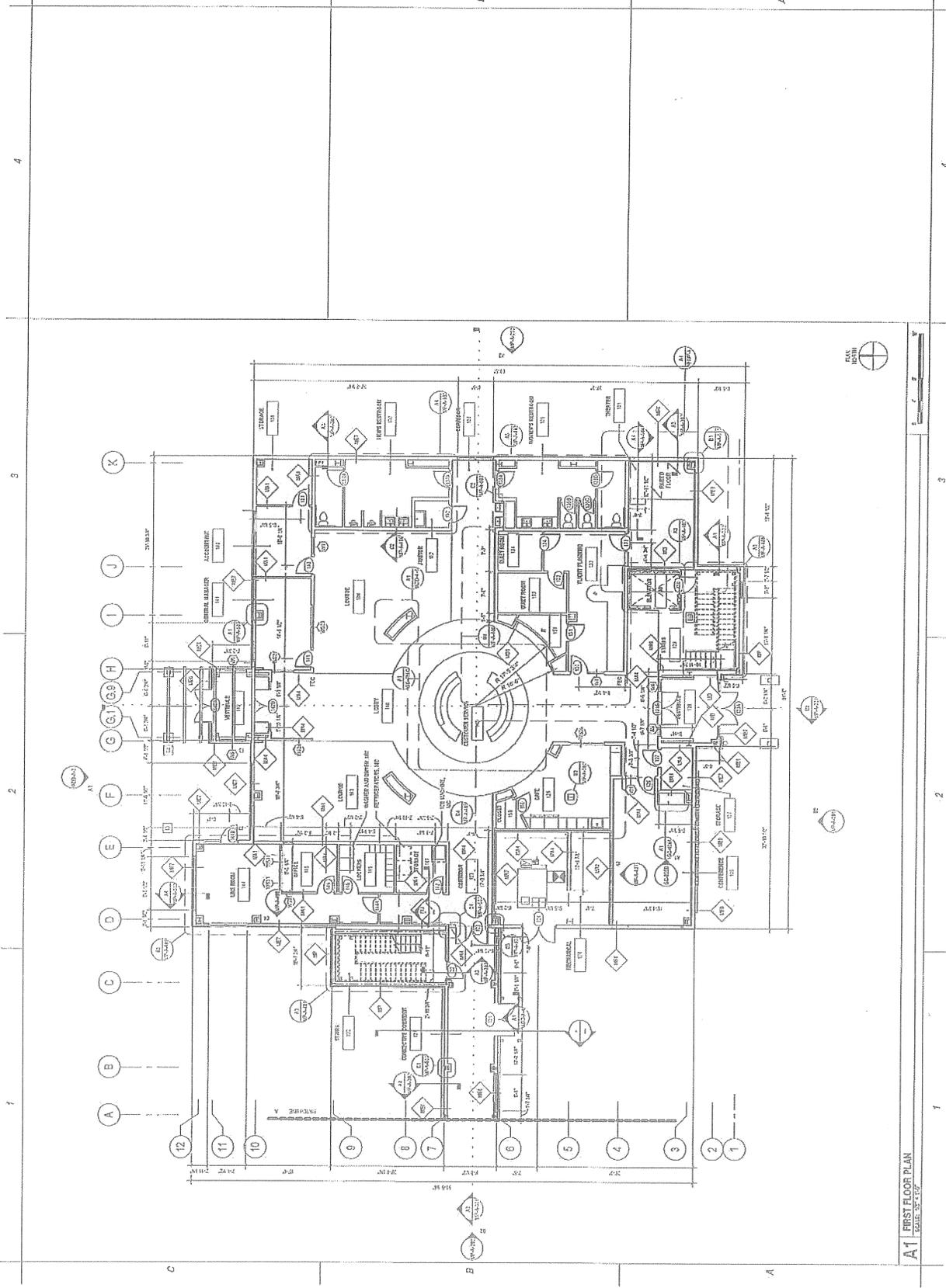


**GRIFFISS INTERNATIONAL AIRPORT  
 MULTI-PURPOSE AND FIS FACILITY  
 ROME, NEW YORK**

NO.	DATE	DESCRIPTION	REVISIONS
1	11/11/09	ISSUED FOR PERMITTING	
2	02/02/10	REVISIONS	
3	03/02/10	REVISIONS	
4	03/02/10	REVISIONS	
5	03/02/10	REVISIONS	
6	03/02/10	REVISIONS	
7	03/02/10	REVISIONS	
8	03/02/10	REVISIONS	
9	03/02/10	REVISIONS	
10	03/02/10	REVISIONS	
11	03/02/10	REVISIONS	
12	03/02/10	REVISIONS	

FIRST FLOOR PLAN

MP-A-101



**A1 FIRST FLOOR PLAN**  
 SCALE: 1/8" = 1'-0"

44

# Exhibit B

## EXHIBIT "B" - GENERAL TERMS AND CONDITIONS

1. **Late Charge.** If any sum due from Tenant is not actually received by Landlord within fifteen (15) days of the date due, then Tenant shall pay a late charge of five percent (5%) of the amount due, in addition to any reasonable attorneys' fees, collection expenses, or interest incurred by Tenant's failure to make timely payments. Landlord shall have the right, but not the obligation, to provide Tenant with monthly or annual invoices for Rent payments; a timely payment of Rent is due regardless of the issuance of such invoices, or lack thereof.

2. **Proration of Rent.** In the event that the Term of this Agreement begins or terminates on any date other than the first day or last day of a calendar month, the applicable Rent and charges for that month shall be paid for that month on a pro rata basis according to the number of days in that month during which the Demised Premises was enjoyed by Tenant.

3. **Delivery of Rent.** Rent checks shall be made payable to "County of Oneida" and shall be mailed or delivered to: 660 Hangar Road, Rome, NY 13441, or to such other place or places as Landlord may, from time to time, designate, in writing.

4. **Security Deposit.** The Security Deposit, if any, shall be returned to Tenant upon termination of this Agreement after Tenant has vacated the Premises, provided that Tenant has fully and faithfully carried out all of the terms and provisions of this Agreement, including but not limited to the prompt payment of Rent and any other sums due Landlord. No interest shall be payable by Landlord to Tenant on account of such Security Deposit. Landlord shall have the right, but not the obligation, to apply all or any part of such Security Deposit to cure any default of Tenant, and if Landlord does so, Tenant shall upon demand by Landlord, deposit with Landlord the amount necessary for Landlord to have at all times on hand the full amount of the Security Deposit required under this Agreement, and if Tenant fails to restore such Security Deposit to the full deposit amount within three (3) days after receipt of such demand, such failure shall constitute a material breach of the Agreement.

5. **Permitted Uses; Prohibited Uses.**

a. The Demised Premises shall be used by the Tenant only for the purposes identified in the Agreement, and for no other use. Painting, other than minor touch up of an aircraft, is prohibited within the Demised Premises unless otherwise approved by Landlord and the local fire marshal. Storage of non-aviation items in the Demised Premises is not allowed. Kerosene or gas-fired heaters or any type of open-flame heaters or devices are prohibited in the Demised Premises.

b. In that the Demised Premises are located at the Griffiss International Airport, Tenant shall not use the Demised Premises in a manner that would violate the rules and regulations of the Federal Aviation Administration or the Griffiss International Airport (hereinafter referred to as "Airport"). Tenant acknowledges that Tenant has conducted Tenant's own investigation and has determined that the Demised Premises are suitable for Tenant's intended use.

c. Tenant will not make or permit any use of the Demised Premises that would be (1) offensive so as to constitute a nuisance; (2) unlawful under any federal, state, or county code, ordinance, or regulation; (3) injurious to any person or property; (4) prohibited by a New York standard form fire insurance policy; or (5) which may increase or cause the Landlord to incur liability under any laws relating to the use and storage of hazardous materials.

6. **Ingress and Egress.** Tenant shall have reasonable right of ingress and egress across Landlord's adjoining property in common with others in order to obtain access to the Demised Premises. The ramp areas and taxi-lanes adjacent to the Demised Premises shall be and are deemed to be right-of-way and common areas to which the Tenant shall have non-exclusive access to and use of for the Term of this Agreement and any renewals thereof.

7. **Utilities and Services.** Except as otherwise provided for in this Agreement, Tenant shall be responsible for the costs and payment of all utilities and services furnished to the Demised Premises. The utilities will be assessed and charged by the Landlord to the Tenant on a "per square foot" basis. The Landlord shall not be liable for any interruption or delay in such utility services, unless such delay or interruption is caused by the Landlord's negligence or willful misconduct.

8. **Casualty.** In the event that the Demised Premises or the means of access thereto, shall be damaged by fire or any other cause, the Rent payable hereunder shall not abate, provided that the Demised Premises are not rendered

46.

unusable by such damage. If the Demised Premises are rendered unusable as determined by Rome City Fire or Codes personnel and Landlord elects to repair the same, the Rent shall abate for the period during which such repairs are being made, provided the damage was not caused by the acts or omissions of Tenant or Tenant's employees, agents or invitees. If Tenant or Tenant's employees, agents, or invitees caused such damage, the Rent shall not abate. If the Demised Premises are rendered unusable and Landlord elects not to repair the same, the Agreement shall be terminable at the option of either party.

#### **9. Insurance and Indemnification.**

a. During the term of the Agreement, including all renewals, Tenant shall maintain, at Tenant's own expense, for the benefit of Tenant, and Landlord as additional insured, a Comprehensive General Liability insurance policy, which coverage shall be Per Occurrence, Combined Single Limit for Bodily Injury and Property Damage Liability, with minimum coverage of \$1,000,000 per occurrence / \$2,000,000 aggregate. The coverage shall include broad form contractual liability, and comprehensive general liability for bodily injury and property damage, and product liability for bodily injury and property damage for the purpose of insuring against liability for damage or loss to aircraft or other property and against liability for personal injury or death, arising from acts or omissions of Tenant or Tenant's agents, employees, or invitees. Tenant shall also procure and maintain a New York State statutory Workmen's Compensation and Employer's Liability policy containing a waiver of subrogation in favor of the Landlord. In the event that Tenant operates automobiles or trucks on the Airport, then Tenant shall provide automobile liability insurance covering any automobile, including but not limited to non-owned, hired and borrowed automobiles with a combined bodily injury / property damage limit of \$10,000,000. Tenant shall procure aircraft liability insurance on all owned, leased, rented or borrowed aircraft, with a combined single limit of \$10,000,000 per occurrence for bodily injury, property damage and passengers, aircraft physical damage insurance (all risks) on all aircraft owned, leased, rented or borrowed by Tenant and located at the Airport, in amounts equal to the value of the aircraft, which policy shall include a waiver of subrogation favor of the County, airport general liability insurance, including bodily injury, property damage, personal injury, premises and operations, contractual, products and completed operations, and hangar keeper's liability. Coverage must be included for New York State Labor Law losses. The minimum limit of such coverage shall be a combined single bodily injury/personal injury/property damage of \$25,000,000 per occurrence and an aggregate limit of \$50,000,000. Products and completed operations coverage shall have an aggregate limit of \$50,000,000 and shall cover all Tenant's operations at the Airport. The hangar keeper's liability shall be a separate limit of \$100,000,000 per aircraft and \$100,000,000 per occurrence. Such policy or policies shall contain a provision whereby Landlord must receive at least thirty (30) days prior written notice of any cancellation of Tenant's insurance coverage. Prior to the commencement of this Agreement, Tenant shall deliver to Landlord certificates, endorsements, or binders evidencing the existence of the insurance required herein.

b. Tenant further agrees to hold Landlord harmless from all claims and losses by reason of an accident or damage to any person or property happening on or about the Demised Premises arising from acts or omissions of Tenant or Tenant's agents, employees, or invitees; to the extent allowed by law, Tenant shall indemnify and hold Landlord harmless against all liability or loss and against all claims or actions based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with the Demised Premises or based upon any violation of any statute, ordinance, building code, or regulation, and the defense of any such claims or actions, resulting from the acts or omissions of Tenant or Tenant's agents, employees, or invitees.

c. In the event that any claim in writing is asserted by a third party, which may entitle the Landlord to indemnification, Landlord shall give notice thereof to Tenant, which notice shall be accompanied by a copy of the statement of the claim. Following the notice, Tenant shall have the right, but not the obligation, to participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its choice. If Tenant shall fail timely to defend, contest or otherwise protect against any suit, action or other proceeding arising from such claim, or in the event Landlord decides to participate in the proceeding or defense, Landlord shall have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's fees and, upon not less than ten (10) days' notice to Tenant, to make any reasonable compromise or settlement thereof. In connection with any claim as aforesaid, the parties hereto shall cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise or settlement of such claim.

d. The indemnification provisions of this paragraph shall survive the termination of the Agreement.

#### **10. Environmental Indemnity.**

a. Tenant shall not permit the Demised Premises to be contaminated with any environmental hazard and Tenant shall not store hazardous waste or materials, contaminants, or flammable materials, including but not limited

47.

to gasoline, on the Demised Premises. Tenant shall indemnify, protect, and hold Landlord harmless from any environmental damage resulting from Tenant's use of the Demised Premises, and, if such environmental damage resulting from Tenant's use of the Demised Premises is discovered, Tenant shall promptly undertake and pursue diligently appropriate steps to repair the damage. Furthermore, Tenant shall notify Landlord, in writing, of any incident or occurrence which results in environmental damage within twenty-four (24) hours after such incident or occurrence or following the discovery of same.

b. The environmental indemnification provisions of this paragraph shall survive the termination of the Lease.

**11. Obligations of Landlord.** Landlord will maintain the structural components of the Demised Premises, including doors and door mechanisms, and Landlord will provide normal building maintenance without additional cost to Tenant. Tenant shall have at all times the reasonable right of ingress to and egress from the Demised Premises over and across the Landlord's adjoining premises, in common with others. To ensure this right, Landlord shall make all reasonable efforts to keep areas adjacent to the Demised Premises free and clear of all hazards and obstructions, natural or man-made.

**12. Obligations of Tenant.**

a. **Storage.** The Demised Premises shall be used only as described in this Agreement.

b. **Maintenance and Repair.** Tenant shall maintain the Demised Premises in a neat and orderly condition, and shall keep all areas clean and clear of oil, grease or toxic chemicals. No hazardous or flammable materials will be stored within or about the Demised Premises. No boxes, crates, rubbish, paper or other litter shall be permitted to accumulate within or about the Demised Premises.

c. **Damage.** Tenant shall be responsible for all damage to the Demised Premises caused by use or negligence of Tenant, or Tenant's agents, employees, or invitees. Tenant shall be responsible for all damage to property, real or personal, located on or about the Demised Premises caused by the use or negligence of Tenant, or Tenant's agents, employees, or invitees. Landlord reserves the right to make such repairs, at Tenant's expense, which shall be deemed "additional rent" and shall become due and payable as part of Tenant's next monthly Rent payment. Tenant shall make no structural, electrical, or other modification to the Demised Premises without first obtaining Landlord's written permission and obtaining any permits, if required.

d. **Tenant's Personal Property.** All personal property placed or moved into the Demised Premises shall be at the risk of Tenant or owner thereof, and Landlord shall not be liable for any damage to personal property, or to Tenant, arising from any act of negligence of any other tenant or occupant at the Airport. Tenant agrees and understands that Tenant is responsible for the proper securing of personal property and shall further indemnify and hold Landlord harmless for any damage or liability caused by improper securing of personal property. Landlord shall not be responsible for any loss from theft, vandalism, or act of God, and all personal property stored upon the Demised Premises is at Tenant's sole risk.

e. **Compliance with Laws.** Tenant agrees to and shall comply with all applicable ordinances, rules, and regulations established by federal, state, or local government agencies or by Landlord. Tenant shall be responsible for obtaining and complying with all governmental permits required for Tenant's use and occupancy of the Demised Premises, if any. Tenant further expressly represents, covenants, warrants, guarantees, and agrees that it shall fully comply with all federal, state and local laws, ordinances, rules and regulations protecting the environment. Tenant agrees to keep itself reasonably informed of future changes in the existing environmental laws. Tenant hereby expressly agrees to indemnify and hold Landlord harmless from and against any and all liability for fines and physical damage to property or injury or death to persons, including reasonable expense and attorneys' fees, arising from or resulting out of, or in any way caused by, Tenant's failure to comply with any and all applicable federal, state, and local laws, ordinances, regulations, rulings, orders and standards, now or hereafter promulgated for the purpose of protecting the environment. Tenant agrees to cooperate with any investigation or inquiry by any governmental agency regarding possible violation of any environmental law or regulation.

f. **Fire Extinguisher.** Tenant shall maintain at all times, in the Demised Premises, a minimum of two (2) approved twenty (20) pound dry chemical portable fire extinguishers suitable for use on Class "A", "B", and "C" fires with a current inspection certificate from an approved fire equipment company affixed.

g. **Surrender upon Termination.** On the termination of the Agreement, for any reason other than as a result of a default in payment or performance by Tenant, Tenant shall immediately surrender possession of the Demised Premises and shall remove aircraft and all other property therein, leaving the Demised Premises in the same condition as when received, ordinary wear and tear excepted. Tenant shall be liable for any and all damage to the Demised Premises caused by the use or negligence of Tenant or Tenant's agents, employees, or invitees,

48.

including, but not limited to, damage to doors or interior walls by being bent or broken or damage to floors due to fuel or oil spillage. If Tenant fails to remove such items from the Demised Premises and to repair such damage upon vacating the premises, then Landlord may remove the items and repair the damages, and Tenant shall promptly pay the costs and expenses of such removal and repairs upon proper demand by Landlord.

**h. Compliance with All Resolutions, Rules, Regulations, and Standards.** Tenant acknowledges that Landlord operates an airport, and resolutions, rules, regulations, and standards must be adopted by Landlord and modified from time to time in order to promote the orderly operation and development of the Airport. Therefore, Tenant agrees to be bound by all terms and provisions of any resolutions, rules, regulations, and standards that may from time to time be adopted by Landlord, provided that such resolutions, rules, regulations, and standards do not increase the Rent to be paid by Tenant. The parties agree that Tenant's use of the Demised Premises and any rights conferred to Tenant in the Agreement shall be subject to Landlord's minimum standards, as amended from time to time, provided that no such rules, regulations, or standards shall be adopted or modified following the commencement of the Term of this Agreement which shall unduly or materially interfere with or cause any derogation or infringement with or upon the rights and privileges granted to Tenant in the Agreement. Tenant shall be given advance notice of any proposed change or addition to such rules, regulations, and standards, and Tenant shall be given an opportunity to be heard thereon. All the terms, conditions, and covenants of the Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the parties.

**i. Signs.** Tenant shall not erect or post any signs without the Landlord's written permission.

**j. Covenant Not to Abandon.** Tenant hereby covenants not to abandon the Demised Premises prior to the expiration of the Term without a Surrender Agreement with the Landlord in place. Abandonment of the Demised Premises shall be defined to include but not be limited to the cessation of operations, or abandonment of Tenant-owned or third party-owned property at the Demised Premises unattended, or removal of substantial portions of Tenant's property from the Demised Premises, other than in the normal course of Tenant's business. The Tenant acknowledges that any abandonment of the Demised Premises will entitle the Landlord to obtain an injunction or order compelling the Tenant to return to its business in the Demised Premises, and the Tenant hereby consents to such injunction or order, in addition to any other remedies to which the Landlord may be entitled at law or in equity, including monetary damages related to any premature cessation of operations which causes expense to the Landlord, including but not limited to such matters as environmental remediation, cleaning of premises or removal of debris left by the Tenant prior to completion of the Term.

**k. Covenant Not to Vacate.** Tenant hereby covenants to continuously occupy the Demised Premises and not to vacate the Demised Premises prior to the expiration of the Term, without a Surrender Agreement with the Landlord in place. Vacating the Demised Premises shall be defined to include but not be limited to the withdrawal or cessation of operations or abandonment of Tenant-owned or third party-owned property at the Demised Premises unattended, or removal of substantial portions of Tenant's property from the Demised Premises, other than in the normal course of Tenant's business. The Tenant acknowledges that any failure to occupy the Demised Premises will entitle the Landlord to obtain an injunction or order compelling the Tenant to return to its business in the Demised Premises, and the Tenant hereby consents to such injunction or order, in addition to any other remedies to which the Landlord may be entitled at law or in equity, including monetary damages related to any premature cessation of operations which causes expense to the Landlord, including but not limited to such matters as environmental remediation, cleaning of premises or removal of debris left by the Tenant prior to completion of the Term.

**l. Covenant of Continuous Operations.** The Tenant hereby covenants that during the Term, the Tenant will continue its operations for the entire length of the Lease and not cease operations or leave the Demised Premises prematurely without a Surrender Agreement with the Landlord in place. The Tenant acknowledges that any failure to so continuously operate will entitle the Landlord to obtain an injunction or order compelling the Tenant to continuously operate its business in the Demised Premises, and the Tenant hereby consents to such injunction or order in addition to any other remedies to which the Landlord may be entitled at law or in equity, including monetary damages related to any premature cessation of operations which causes expense to the Landlord, including but not limited to such matters as environmental remediation, cleaning of premises or removal of debris left by the Tenant prior to completion of lease term.

**13. Nondiscrimination.** Notwithstanding any other provision of this Agreement, during the Term of the Agreement, Tenant for itself, its heirs, personal representatives, successors in interest, and/or assigns, as the case may be, as part of the consideration for the Agreement, does hereby covenant and agree that:

a. No person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of the Demised Premises on the grounds of race, color, religion, sex, disability, age, national origin or other protected class.

b. In the construction of any improvements on, over, or under the Demised Premises, and the furnishing of services therein or thereon, no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination on the grounds of race, color, religion, sex, disability, age, national origin or other protected class.

c. Tenant shall use the Demised Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as such regulations may be amended.

d. In the event of breach of any of the above nondiscrimination covenants, Landlord shall have the right to terminate the Agreement and to reenter and repossess the Demised Premises and hold the premises as if the Agreement had never been made or issued. The provision does not become effective until the procedures of Title 49, Code of Federal Regulations, Part 21, have been followed and completed, including the exercise or expiration of appeal rights.

#### **14. Reservation of Rights by Landlord.**

a. **Development.** Landlord reserves the right to further develop and improve the Airport as Landlord sees fit, without interference or hindrance, but taking into consideration the desires and views of Tenant, and for purposes of developing and improving the Airport, Landlord reserves the right upon reasonable notice to enter upon the Demised Premises and make improvements to same. Landlord shall make every effort to minimize the disruption of normal Airport usage during periods of repair or further development of the Airport.

b. **Relocation.** Landlord reserves the right upon thirty (30) days written notice to relocate Tenant to a similar size facility in other areas of the Airport at Landlord's sole expense.

c. **National Emergency.** Landlord further reserves the right, during time of war or national emergency, to lease the landing area or common areas of the Airport to the United States Government or the State of New York for military use or for natural disaster relief operations, and if such a lease is executed with the federal or state government, the terms of the Agreement which are inconsistent with the lease to the government shall be temporarily suspended and rent shall be abated accordingly during the tenancy by the government.

#### **15. Right of Access and Inspection.**

a. Landlord will retain a key for access to the Demised Premises. Tenant will not change locks without prior notice and agreement of Landlord.

b. Landlord shall have the right to make reasonable inspections of the Demised Premises between the hours of 8:00 a.m. and 5:00 p.m. on weekdays, exclusive of federal holidays. Landlord shall have the right at any other time to enter the Demised Premises for security, fire, other emergencies, or making repairs.

**16. Assurance Agreements.** The Demised Premises are subject to the terms of those certain assurances made to guarantee the public use of the Airport as incident to grant agreements between Oneida County, New York, the State of New York, and the United States of America, as amended. The terms and provisions of this Agreement shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in the assurance agreements and any existing or subsequent amendments to any of the provisions of the assurance agreements. Landlord represents, certifies, and warrants to Tenant that the terms and conditions of this Agreement do not presently so conflict with, and are not presently inconsistent with, any such assurances, and further represents, certifies, and warrants that if, at any time in the future, this Agreement or any part thereof should so conflict with or be inconsistent with any such assurances, Tenant shall have the right of immediate unilateral termination of this Agreement.

**17. Federal Aviation Administration Requirements.** In the event that the Federal Aviation Administration (FAA) or its successors require modification or change in this Agreement as a condition precedent to (1) the granting of funds for the improvement of the Airport, or (2) as a condition precedent to compliance with FAA regulations or standards, Tenant agrees to consent to such amendments, modifications, or changes to this Agreement as may be reasonably required to either obtain such funds or comply with such regulations or standards. However, in no event shall Tenant be required pursuant to this paragraph to agree to an increase in the Rent provided for in the

50.

Agreement or to agree to a reduction in size of the Demised Premises, or a change in the authorized use to which Tenant has put the Demised Premises without an adjustment in Rent.

**18. Airspace.** As a condition of this Agreement, Landlord reserves unto itself, its successors, and assigns, for use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Demised Premises, together with the right to cause in the airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the airspace, and for use of the airspace for landing on, taking off from, or operating on the Airport. Tenant expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Demised Premises to such a height in compliance with Federal Aviation Regulations, Part 77. Tenant agrees for itself, its successors and assigns, to prevent any use of the Demised Premises which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an airport hazard.

**19. No Grant of Exclusive Right or Privilege.** Notwithstanding anything contained in this Agreement that may be, or may appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this Agreement are non-exclusive, and Landlord reserves the right to grant similar privileges to another tenant or other tenants on other parts of the Airport. Nothing in the Agreement shall be construed as granting an exclusive right or privilege other than the right of Tenant to possess and to peacefully enjoy the use of the Demised Premises in accordance with the Agreement.

**20. Sublease.**

a. Tenant shall not enter into any sub-agreement or sub-lease of the Demised Premises or assign its rights under this Agreement without prior written approval of Landlord. Tenant shall not either voluntarily, or by operation of law, assign, or transfer the leasehold interest granted by this Agreement or any interest therein, and shall not sublet the Demised Premises or any part thereof, or any right or privilege appurtenant thereto, nor allow the sale or transfer of a majority interest or majority ownership of Tenant, without first obtaining the written consent of the Landlord. The consent to one assignment or subletting shall not be deemed to be consent to any subsequent assignment, subletting, or encumbrance. Any such subsequent assignment or subletting shall be void, and shall, at the option of Landlord, constitute a default of this Agreement.

b. Regardless of Landlord's consent, no subletting or assignment shall release Tenant or Guarantor, if any, from any obligations and/or liabilities of Tenant or Guarantor, if any, to pay the Rent and to perform all other obligations required of Tenant by the Agreement. The acceptance of the Rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision of the Agreement. In the event of a default by any assignee or subtenant of Tenant in the performance of any of the terms of the Agreement, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against an assignee or subtenant.

**21. Condition of Premises.** Tenant shall accept, and has accepted, the Demised Premises in its present condition, AS IS, without any liability or obligation on the part of either Landlord or Tenant to make any alterations, improvements or repairs of any kind on or about the Demised Premises.

**22. Disclaimer of Warranty and Responsibility for Securing Aircraft.** Tenant accepts all facilities on the Premises on an "as is" basis. Landlord hereby disclaims, and Tenant accepts such disclaimer, of any warranty, either express or implied of the condition, use, or fitness of the tie-down rings, ropes, chains, or other apparatus used to secure airplanes, and Tenant assumes full responsibility to furnish any equipment necessary to properly secure Tenant's aircraft. Tenant agrees and understands that Tenant is responsible for the proper tie down or securing of aircraft inside or outside of the Demised Premises and shall further indemnify and hold harmless the Landlord for any damage or liability caused by improper tie down or securing. Landlord shall not be liable for any loss from theft, vandalism or act of God, and all aircraft are stored or parked on the Demised Premises or Airport at Tenant's sole risk.

**23. Alterations; Liens.**

a. Tenant covenants and agrees not to install any fixtures or make any alterations, additions or improvements to the Demised Premises without the prior written approval of Landlord. All fixtures installed or additions and improvements made to the Demised Premises shall become Landlord's property and shall, at the election of the Landlord, remain in the Demised Premises at the termination of the Agreement without compensation or payment to Tenant. Tenant shall not suffer or permit any lien to be filed against the Demised Premises or any part

51.

of Landlord's interest, by reason of work, labor, services or materials performed or supplied to Tenant or anyone holding the Demised Premises or any part thereof under Tenant. If any such lien is filed against the Demised Premises or Landlord's interest, Tenant shall cause the same to be discharged of record within thirty (30) days after the date of filing the same, and shall incur all charges in procuring the release of such lien.

b. Tenant agrees to pay all lawful and valid liens affecting Landlord's fee title to the Leasehold Premises placed against Tenant by its contractors, subcontractors, mechanics, laborers, material men, and other items of like character, and indemnify Landlord against all expenses, costs and charges, including bond premiums for release of liens and reasonable attorneys' fees incurred in the defense of any suit in discharging the Demised Premises or any part thereof from any such liens, or lawful and valid judgments, or encumbrances caused by Tenant.

c. Tenant shall not have any authority to create any liens for labor or material in the Rent interest owned by Landlord or Landlord's interest in the Demised Premises by any persons contracting with Tenant for the destruction or removal of any facilities or other improvements or for the construction, erection, installation, alteration, or repair of any facilities or other improvements on or about the Demised Premises. All materialmen, contractors, subcontractors, mechanics, and laborers, are hereby charged with notice that they must look only to Tenant and to Tenant's interests in the property in the Demised Premises to secure the payment of any bill for work done or materials furnished at the request or instruction of Tenant.

**24. Events of Default by Tenant.** The occurrence of any of the following shall constitute an event of default under the Agreement:

a. Tenant fails to pay any part or all the money due Landlord under the Agreement, and such non-payment continues for a period of thirty (30) days after written notice;

b. Tenant fails to perform or breaches any term, covenant, or provision of the Agreement, and such non-performance or breach is not cured within thirty (30) days after written notice of the default from Landlord is delivered to Tenant;

c. Tenant is the subject a voluntary or involuntary petition for bankruptcy protection (including a petition for reorganization or an agreement), Tenant makes a general or other assignment for the benefit of creditors, or Tenant's assets or operations become subject to the control of a court-appointed receiver;

d. Landlord determines that Tenant is not in compliance with the terms of the Agreement on a routine or consistent basis.

**25. Remedies on Default by Tenant.** In the event of any default of the Agreement by Tenant, Landlord shall have the right, at its earliest option, to pursue any one or more of the following remedies, in addition or in place of the remedies otherwise provided herein or by statute, without notice and demand whatsoever to Tenant or Guarantor, if any:

a. Landlord shall have the right to terminate the Agreement and to enter upon and take possession of the Demised Premises and to remove the aircraft and any other property of Tenant from the Demised Premises without being deemed guilty of trespass, breach of peace or forcible entry and detainer and without prejudice to any other remedy for possession or arrearage in Rent, and Tenant expressly waives the service of any notice. Tenant agrees to pay Landlord on demand the amount of all loss or damage which Landlord may suffer by reason of such termination, including the expenses of retaking, re-renting the Demised Premises, and loss of Rent through the inability to re-let the Demised Premises.

b. Landlord shall have the right to enter upon and take possession of the Demised Premises, and re-let the Demised Premises and receive the Rents therefore without thereby terminating or avoiding the Agreement. Tenant agrees to pay Landlord on the due date of each month thereafter sums equivalent to the monthly Rent payable under the Agreement, less the avails of re-letting, if any.

c. Exercise by Landlord of either or both of the rights specified above shall not prejudice Landlord's right to pursue any other legal remedy available to Landlord in law or equity, including, but not limited to, court costs and attorneys' fees for bringing legal action against Tenant. All of the foregoing rights, remedies, powers, and elections of Landlord are cumulative, and pursuit of any of the foregoing shall not preclude other remedies provided by law, nor shall such pursuit constitute a forfeiture or waiver of any rent due to Landlord or of any damages occurring to Landlord by reason of the violation of any of the provisions of the Agreement. Forbearance by Landlord to enforce one or more of the remedies upon an event of default shall not be deemed or construed to constitute a waiver of such default.

d. Tenant agrees that no assent, express or implied, by Landlord to any breach of the Agreement by Tenant shall be deemed to be a waiver of any succeeding breach by Tenant.

52.

e. All sums due under the Agreement shall be paid by Tenant to Landlord without any setoff or counterclaim whatsoever and all past due sums shall bear interest at the maximum legal rate per annum. The subsequent acceptance of Rents under the Agreement by Landlord shall not be deemed to be a waiver of any preceding default by Tenant of any term, covenant or condition of the Agreement, other than the failure to pay the particular Rents so accepted, regardless of Landlord's knowledge of such preceding default at the time of accepting the Rents.

**26. Waiver of Breach.** Tenant agrees that no assent, express or implied, by Landlord to any breach of the Agreement by Tenant shall be deemed to be a waiver of any succeeding breach by Tenant.

**27. Surrender at End of Lease.** Tenant agrees upon termination of the Agreement for any reason to peaceably yield up to Landlord the Demises Premises in neat and clean condition, with all debris removed, and in the same condition as at the inception of the Lease, reasonable wear and tear excepted.

**28. Landlord's Lien.** Tenant hereby gives and grants to Landlord a lien upon, and pledges as collateral to the Landlord in case of default, all fixtures, chattels and personal property of every kind and description now or hereafter to be placed, installed, or stored by Tenant at the Airport, and Tenant agrees that in the event of any failure on the part of Tenant to comply with each and every one of the covenants and obligations hereof, or in the event of any default continuing for sixty (60) days of any specified rent, Landlord may take possession of and sell the same in any manner provided by law and may credit the net proceeds upon an indebtedness due, or damage sustained by Landlord without prejudice to further claims thereafter to arise under the terms of this Agreement.

**29. Notices.** All notices to the parties shall be sent or delivered to that party at the address first written for that party in the Agreement, or at such other address as may, from time to time, be designated by such party. All notices shall be in writing and shall be either personally to the other party in hand with proof of delivery or by certified mail, return receipt requested, and postage prepaid. Notices sent or delivered by mail in accordance with this paragraph shall be deemed to have been given five (5) business days after the date of mailing, and all other notices delivered by any other means with proof of delivery, such as hand delivery or express delivery, shall be deemed to have been given when received.

**30. Miscellaneous Provisions.**

a. **Successors Bound.** This Agreement shall not be effective or binding on any party until fully executed. All of the covenants, conditions and obligations of this Agreement shall be binding upon and inure to the benefit of the respective heirs, administrators, successors, and assigns of the parties, as the case may be.

b. **Joinder by Guarantor; Personal Guarantee.** By joining in the execution of this Agreement, Guarantor, if any, hereby unconditionally guarantees performance of each and every obligation of Tenant created in this Agreement. Guarantor waives any requirement of notice of non-payment or non-performance, proof, or demand, as a condition for liability by Guarantor. Guarantor expressly agrees that the validity of this Agreement and the obligations of this personal guarantee shall in no way be terminated, affected, or impaired by reason of assertion by Landlord against Tenant of any of the rights or remedies reserved to Landlord pursuant to the provisions of this Agreement, or by Landlord granting any indulgence or giving of additional time to Tenant for the performance of any of the obligations of this Agreement. This personal guarantee shall remain in full force and effect as to any amendment, modification, renewal, extension, or otherwise, of this Agreement. Landlord need not pursue any remedies against Tenant before enforcing this personal guarantee against Guarantor. If there is more than one person or entity signing this Agreement as Guarantor, the obligations imposed by this Agreement on Guarantor shall be joint and several.

c. **Construction of Agreement.** Words of any gender used in this Agreement shall be construed to include any other gender, and words in singular number shall be held to include the plural, and vice versa, when the sense requires. The headings or captions for paragraphs or subparagraphs in this Agreement are for convenience only and are not a part of this Agreement and do not in any way limit or expand the terms and provisions of this Agreement.

d. **Judicial Interpretation.** If any provision of this Agreement becomes subject to judicial interpretation, it is agreed that the court interpreting or considering such provision will not apply the presumption or rule of construction that the terms of this Agreement be more strictly construed against the party which itself or through its counsel prepared the same, because all parties have participated in the preparation of the final form of the

53.

Agreement through review and negotiation of terms, and therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.

**e. Severability.** In the event that any provision of this Agreement is determined to be invalid, illegal, or unenforceable for any reason, then the parties shall negotiate in good faith and agree on such amendments or modifications to this Agreement, or such other appropriate actions, that will to the maximum extent practicable in light of such determination, give effect to the intentions of the parties as reflected in this Agreement, and all other provisions of this Agreement, as amended, modified, or otherwise, shall remain in full force and effect, but if, after good faith negotiations, the parties fail to reach an agreement regarding the invalid, illegal, or unenforceable provisions, then the parties agree that such provisions shall be severed from this Agreement and such severance shall not invalidate any other provision of this Agreement or this Agreement itself.

**f. Joint Obligations.** If there is more than one person or entity signing this Agreement as Tenant, the obligations imposed by this Agreement on Tenant shall be joint and several.

**g. Entire Agreement.** This Agreement contains the entire agreement between the parties, and no prior or independent agreements or understandings between the parties pertaining to the renting of the Demised Premises shall be effective for any purpose. Tenant acknowledges that any representations, statements, or negotiations made by Landlord or by any of Landlord's staff, employees, counsel, or any other agent, do not suffice to legally bind Landlord, unless such representations have been reduced to writing and fully executed by all of the parties.

**h. Written Modifications.** No provision of this Agreement may be changed or modified except by an agreement in writing executed by all of the parties or their successors in interest with the same formality as the original Agreement.

**i. Venue; Law.** Venue for all court proceedings to enforce or interpret this Agreement or determine the liabilities and obligations of the parties shall be in Oneida County, New York, and such proceedings shall be governed by the laws of the State of New York.

**j. Subordination.** Upon request of Landlord, Tenant will in writing subordinate Tenant's rights under this Agreement to the lien of any mortgage or deed of trust, to any lender, bank, insurance company or lending institution, or the requirements of any grant for funding that may be sought by Landlord.

**k. Relationship of Parties.** Tenant shall never at any time during the term of this Agreement become the agent of Landlord, and Landlord shall not be responsible for the acts or omissions of Tenant or Tenant's agents. Nothing in this Agreement shall be deemed or construed to create the relationship of principal and agent or of partnership or of joint venture or of any association between the parties other than the relationship of landlord and tenant.

**l. Attorneys' Rents.** It is understood and agreed between the parties hereto that in the event of any litigation between the parties, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs from the losing party.

**m. Material Breach.** The failure of Tenant to comply with any terms or conditions of the Lease or to the General Terms and Conditions set forth herein shall be considered a material breach of the Agreement.

**n. Recording.** This Agreement shall not be recorded in the public records.

54.

# Exhibit C



**Oneida County**

**Office for the Aging & Continuing Care**

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

**Michael J. Romano**  
Director

120 Airline Street-Suite 201, Oriskany, NY 13424

Phone 315-798-5456

Fax 315-768-3658

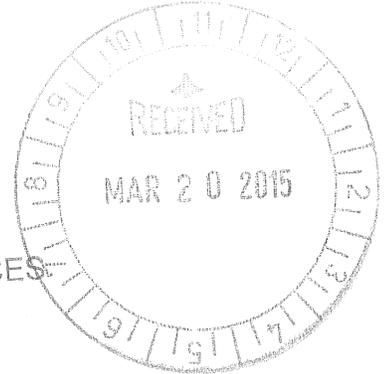
E-mail: ofa@ocgov.net

February 25, 2015

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

FN 20 15-161

HEALTH & HUMAN SERVICES  
WAYS & MEANS



Dear Mr. Picente:

Enclosed please find the Purchase of Service Agreement between Office for the Aging, and Homemakers of the Mohawk Valley, Inc. contractually known as Caregivers, for the Board of Legislators' review and approval.

Under this Purchase of Service Agreement, Caregivers will provide homecare service for elderly, homebound individuals. Homecare 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). Caregivers is one of four home care agencies to provide this care. The total amount of this Agreement is \$99,500.00, which consists of State 75% (\$74,625.00) and County 25% (\$24,875.00) dollars.

The terms of this Agreement commence April 1, 2015 and terminate March 31, 2016.

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

Sincerely,

Michael J. Romano  
Director

MJR/mac

Enclosure

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

Anthony J. Picente, Jr.  
County Executive

Date 3/18/15

56-

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:** Homemakers of the Mohawk Valley, Inc.

**Name is also known under this contract as:** Caregivers

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

**Proposed Dates of Operation:** April 1, 2015 to March 31, 2016

**Client Population/Number to be Served:** Per Diem: authorized OFA/OCC clients, age 60 or older. Approximately 5,628 hours of personal care (5,453 hours for PCA Level II, and 175 hours for PCA Level I), are provided to approximately 67 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:** \$99,500.00

**Oneida County Department Funding Recommendation:** \$99,500.00  
Acct # 6774.49599

**Proposed funding Source (Federal/State/County):** Projected amount: \$99,500.00  
State 75% (\$74,625.00) County 25% (\$24,875.00)

**Cost per Client Served:** \$18.00 per hour for homemaker/personal care (PCA Level II)  
\$17.35 per hour for housekeeper/chore (PCA Level I)

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

**Oneida County Department Staff Comments:**



**Anthony J. Picente, Jr., County Executive      Debra A. Whiteford, Interim Commissioner**



Phone: (315) 768-3660  
Fax: (315) 768-3670  
Website: www.ocgov.net  
Email: mentalhealth@ocgov.net

120 Airline Street  
Suite 200  
Oriskany, New York 13424

FN 20 15-162

February 27, 2015

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

HEALTH & HUMAN SERVICES

WAYS & MEANS



Dear Mr. Picente:

I am forwarding six (6) copies of the Amendment to the 2014-2016 Purchase of Services Agreement between the Oneida County Department of Mental Health and The Neighborhood Center Inc., for your review and signature. Please forward this to the Board of Legislators upon completing your review.

The gross amount of this Agreement is **\$2,404,309.00** per year for a three year total of \$7,212,927.00. The funding changes for this amendment results in a total increase of \$661,743.00. The amount reflects **100% OMH State Aid Funding** for all years 2014-2016.

Thank you very much for your time and consideration of this request. I would be pleased to respond to any questions or concerns you might have with regard to this Agreement.

Respectfully,

*Debra A. Whiteford*  
Debra A. Whiteford  
Interim Commissioner

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

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

Date 3/20/15

DAW/ms  
Encs.

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**CONTRACT SUMMARY**

**Name of Proposing Individual/Organization:** The Neighborhood Center, Inc.

**Title of Proposed Service/Program:** Emergency/Crisis Services  
Psychosocial Club-ARS  
Supportive Case Management  
Supportive Case Management Service Dollars  
Assisted Competitive Employment (ACE)  
Outreach & Advocacy

**Proposed Dates of Operation:** January 1, 2014 through December 31, 2016  
AMENDMENT

**Client Population/Number to be Served:** Children and youth with a serious emotional disturbance; adults with a serious and persistent mental illness.

**Summary Statements:**

- I. Narrative Description of Service/Program:**
- A. Mobile Crisis Assessment Team (MCAT) (2680) (\$1,006,503)**  
The Mobile Crisis Assessment Team provides emergency/crisis psychiatric services, crisis assessment and intervention services 24 hours a day, 7 days a week. Services are provided in the community, and at the Oneida County 911 Center. Extensive outreach and public education are also provided to build awareness of services and maintain strong relationships with community agencies, hospitals, and law enforcement.  
The Neighborhood Center will provide a transportation program for family members to visit individuals that are inpatient at Hutchings Psychiatric Center.
- B. Psychosocial Club-Adult Recovery Services (ARS) (0770) (\$382,510)**  
Adult Recovery Services offers specialized programs in both Utica and Rome to enhance independent living skills, increase wellness and understanding of mental illness, provide socialization, and peer-support for adults diagnosed with mental illness.
- C. Supportive Case Management (SCM) (2620) (\$635,008)**  
Supportive Case Management Program provides services to adults who are 18 years of age and older that meet NYS OMH criteria for severe and persistent mental illness.  
Important components include empowering clients to advocate for themselves and maintaining client support systems.
- D. SCM Service Dollars (2740) (\$215,424)**  
Supportive Case Management utilizes service dollars to assist the clients in developing and maintaining situations for living, working and socializing in the community

**E. Assisted Competitive Employment (ACE) (1380) (\$105,147)**

ACE provides adults diagnosed with mental illness an environment in which they can receive job readiness training and needed supports to enter or re-enter the employment arena.

**F. Outreach (0690) (\$23,489)**

Adult Recovery Services (ARS) offers specialized Outreach programs via a psychosocial club setting and outreach services to enhance independent living skills.

**G. Advocacy/Support Services (1760) (\$36,228)**

- Short-term services to assist in the transition from an inpatient psychiatric unit and brief support services for stabilization.
- Linkage to identified service providers, follow-up, engagement;
- Coordination with inpatient treatment teams for the development of a strategic crisis plan to prevent unnecessary re-hospitalization;
- Crisis intervention and assistance with accessing various service systems.

**II. Service/Program Objectives and Outcomes: N/A**

**III. Service/Program Design and Staffing:**

All services/programs are licensed by the NYS Office of Mental Health (OMH), as applicable. Assisted Competitive Employment is monitored and certified through the NYS Education Department Bureau of Vocational & Educational Services for Individuals with Disabilities (ACCESS-VR).

**Total Funding Requested (2014-2016):**

**Account #: A4310.49526**

Gross Budget		\$2,404,309.00
State Funds	OMH	\$2,404,309.00
	OPWDD	0
	OASAS	0
County Funds		\$ 0
<b>Total full three years</b>		<b>\$7,212,927.00</b>

**Oneida County Department Funding Recommendation(s):**

It is recommended that the full AMENDED amount of \$7,212,927.00 be approved for 2014-2016.

**Service Units: N/A**

**Proposed Funding Sources (Federal \$/State \$/County \$): State (2014-2016)-\$7,212,927.00**



**Anthony J. Picente, Jr., County Executive      Debra A. Whiteford, Interim Commissioner**



Phone: (315) 768-3660  
Fax: (315) 768-3670  
Website: [www.ocgov.net](http://www.ocgov.net)  
Email: [mentalhealth@ocgov.net](mailto:mentalhealth@ocgov.net)

120 Airline Street  
Suite 200  
Oriskany, New York 13424

FN 20 15-163

February 27, 2015

HEALTH & HUMAN SERVICES

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

WAYS & MEANS

Dear Mr. Picente:

I am forwarding six (6) copies of the Amendment to the 2014-2016 Purchase of Services Agreement between the Oneida County Department of Mental Health and The ARC Oneida-Lewis Chapter, NYSARC, for your review and signature. Please forward this to the Board of Legislators upon completing your review.

The gross amount of this Agreement is **\$390,321.00** per year for a three year total of 1,170,963.00. The funding changes for this amendment results in a total increase of \$50,338.00; consisting of a decrease of funding through OPWDD of \$32,379.00 and an increase in OMH of \$82,717.00. This amount reflects **100%** OMH and OPWDD State Aid Funding.

Thank you very much for your time and consideration of this request. I would be pleased to respond to any questions or concerns you might have with regard to this Agreement.

Respectfully,

Debra A. Whiteford  
Interim Commissioner

DAW/ms  
Encs.

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

  
Anthony J. Picente, Jr.  
County Executive

Date 4/6/15

Col.

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**CONTRACT SUMMARY**

**Name of Proposing Individual/Organization:** The Arc Oneida-Lewis Chapter, NYSARC

**Title of Proposed Service/Program:** Vocational Rehabilitation Training/Sheltered Workshop  
Transportation  
Assisted Competitive Employment  
Ongoing Integrated Supported Employment

**Proposed Dates of Operation:** January 1, 2014 through December 31, 2016  
AMENDMENT

**Client Population/Number to be Served:** Adult residents of Oneida County with a  
developmental disability/ 105 to be served  
Adults with a mental illness/100

**Summary Statements:**

- I. **Narrative Description of Service/Program:**
  - A. **Vocational Rehabilitation Training/Sheltered Workshop (0340) (\$78,949)**  
This program focuses on teaching the individual social, behavioral and work skills necessary to go into the community and find competitive employment. Individuals who are unable to find competitive employment can remain within the vocational training program and earn money at a level which equals their ability to do work based on industry standards.
  - B. **Transportation (0340) (\$18,186)**  
This service provides transportation to and from programming within Oneida County; for those individuals in need to improve accessibility of services.
  - C. **Assisted Competitive Employment (1380) (\$116,628)**  
Assisted Competitive Employment (ACE) is a community-based supported employment program that provides: intake/assessment, individualized job development, job shadowing, community internships, benefits counseling, transportation, and life skills advocacy. This program serves individuals with severe mental illness.
  - D. **Ongoing Integrated Supported Employment (4340) (\$176,558)**  
Provides individuals with severe mental illness direct placement into community based employment accompanied by needed support and follow along services. Support services include: on-site job coaching, benefits counseling, transportation, life skills advocacy, and long term job retention supports. Extended services are provided to the individual as long as they are needed to ensure gainful employment is successfully maintained.

II. **Service/Program Objectives and Outcomes:** N/A

62.



Anthony J. Picente, Jr., County Executive Debra A. Whiteford, Interim Commissioner



FN 20 15-164

Phone: (315) 768-3660  
Fax: (315) 768-3670  
Website: www.ocgov.net  
Email: mentalhealth@ocgov.net

120 Airline Street  
Suite 200  
Oriskany, New York 13424

HEALTH & HUMAN SERVICES

WAYS & MEANS

February 27, 2015

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

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by  
  
Anthony J. Picente, Jr.  
County Executive  
Date 3/12/15

Dear Mr. Picente:

I am forwarding six (6) copies of the Amendment to the 2014-2016 Purchase of Services Agreement between the Oneida County Department of Mental Health and Susan Koniewicz-Everett, LCSW-R, for your review and signature. Please forward this to the Board of Legislators upon completing your review.

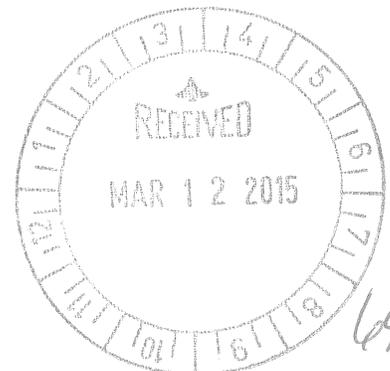
The existing gross amount of this Agreement reflects the addition of the 24/7 on call availability and training services at a per month cost of **1,500.00**. No additional monies are associated with this Amendment. This amount reflects **100%** in OMH State Funding.

Thank you very much for your time and consideration of this request. I would be pleased to respond to any questions or concerns you might have with regard to this Agreement.

Respectfully,

Debra A. Whiteford  
Interim Commissioner

DAW/ms  
Encs.



64.

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**CONTRACT SUMMARY**

**Name of Proposing Individual/Organization:** Susan Koniewicz-Everett  
**Title of Proposed Service/Program:** Mental Health Assessment Services  
**Proposed Dates of Operation:** January 1, 2014 through December 31, 2016  
AMENDMENT  
**Client Population/Number to be Served:** Oneida County individuals Adult Mental Health Services.

**Summary Statements:**

- I. Narrative Description of Service/Program Performance:**  
A. Complete psychosocial/risk assessments and mental health evaluations and investigations related to the Assisted Outpatient Treatment Program;  
B. Services to include a review of clinical records, report preparation, consultation with service providers and development of Assisted Outpatient Treatment Court Order or Service Enhancement;  
C. Complete trainings provided relevant to policies, procedures and legislative updates;  
D. Serve as an educational and clinical consultant relevant to Mental Health Capacity Evaluations;  
E. Perform such duties as may be required to facilitate Article 9.45 of Mental Hygiene Law for the Director of Community Services.  
F. Provide 24/7 on call services related to all relevant Department of Mental Health Services and Training of all Oneida County Department of Mental Health Staff.

- II. Service/Program Objectives and Outcomes:**  
Provide AOT investigations & evaluations, 9.45 pick-up orders, mental health capacity evaluations, updates and reports as directed.

**III. Service/Program Design and Staffing: (N/A)**

**Total Funding Requested:** **Account #:** A4310.196  
\$250.00 per completed AOT Investigation  
\$150.00 per AOT update completed  
\$200.00 per Mental Health Capacity Evaluation  
\$35.00 per hour for 9.45 pick-up orders  
\$1,500.00 per month for 24/7 on call and training

**Oneida County Department Funding Recommendation(s):**

It is recommended that the full amount of \$250.00 per AOT Investigation, \$150.00 per AOT update completed, \$35.00 per hour for 9.45 pick-up orders, \$200.00 per Mental Health Capacity Evaluation, and \$1,500.00 per month for 24/7 on call services and training be approved for 2014-2015. The total of all services cannot exceed \$25,000.00 per year or \$75,000.00 for the full three year contract.

**Past Performance Data:** (N/A)

**Proposed Funding Sources (Federal \$/State \$/County \$):** 100% OMH State Aid

66.



**Anthony J. Picente, Jr., County Executive    Debra A. Whiteford, Interim Commissioner**



120 Airline Street  
Suite 200  
Oriskany, New York 13424

Phone: (315) 768-3660  
Fax: (315) 768-3670  
Website: www.ocgov.net  
Email: mentalhealth@ocgov.net

FN 20 15-165

February 27, 2015

HEALTH & HUMAN SERVICES  
**WAYS & MEANS**

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

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

Anthony J. Picente, Jr.  
County Executive

Date 3/12/15

Dear Mr. Picente:

I am forwarding six (6) copies of the Amendment to the 2014-2016 Purchase of Services Agreement between the Oneida County Department of Mental Health and Human Technologies Corporation for your review and signature. Please forward this to the Board of Legislators upon completing your review.

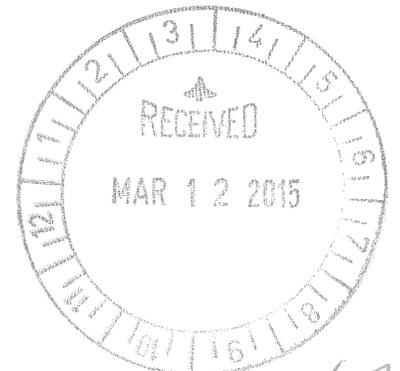
The gross amount of this Agreement is **\$134,770.00** per year for a three year total of \$577,796.00. The funding changes for this amendment results in a total decrease of \$173,486.00. The amount reflects **100%** in OMH State Aid Funding.

Thank you very much for your time and consideration of this request. I would be pleased to respond to any questions or concerns you might have with regard to this Agreement.

Respectfully,

Debra A. Whiteford  
Interim Commissioner

DAW/ms  
Encs.



67.

Oneida County Department: Mental Health

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

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**CONTRACT SUMMARY**

**Name of Proposing Individual/Organization:** Human Technologies Corporation  
**Title of Proposed Service/Program:** Affirmative Business/Industry Services  
Ongoing Integrated Supported Employment (OISE)  
Advocacy Services  
**Proposed Dates of Operation:** January 1, 2014 through December 31, 2016  
AMENDMENT  
**Client Population/Number to be Served:** Adults with a serious and persistent mental illness

**Summary Statements:**

**I. Narrative Description of Service/Program:**

**A. Ongoing Integrated Supported Employment (OISE) (4340) (\$30,592-2014); (\$58,901-2015&2016)**

Provides placement in competitive employment, support, and follow up. Extended services are provided to assure that gainful employment is successfully maintained.

**B. Affirmative Business/Industry Services (0340) (\$277,664-2014 only)**

Provide services that include vocational assessment, training, transition or long-term paid employment and support services for adults with mental illness.

**C. Advocacy/Support Services (1760) (\$75,869-2015&2016)**

- Short-term services to assist in the stabilization of the clients in the employment environment.
- Linkage to identified service providers, follow-up, engagement;
- Crisis intervention and assistance with accessing various service systems.

**II. Service/Program Objectives and Outcomes: N/A**

**III. Service/Program Design and Staffing:**

Services are staffed according to the NYS Office of Mental Health and Adult Career and Continuing Education Services-Vocational Rehabilitation (ACCES-VR) guidelines.

**Total Funding Requested per year (2014):**

**Account #:** A4310.49518

Gross Budget		\$308,256.00
State Funds	OMH	\$308,256.00
	OMRDD	0
	OASAS	0
<b>Total for year</b>		<b>\$308,256.00</b>

68

**Total Funding Requested (2015-2016):**

**Account #:** A4310.49538

Gross Budget		\$134,770.00
State Funds	OMH	\$134,770.00
	OPWDD	0
	OASAS	0
<b>Total full two years</b>		<b>\$269,540.00</b>

**Oneida County Department Funding Recommendation(s):**

It is recommended that the full AMENDED amount of \$308,256.00 be approved for 2014; \$269,540.00 be approved for 2015-2016.

**Service Units** N/A

**Proposed Funding Sources (Federal \$/State \$/County \$):** State (2014)-\$308,256.00; State (2015-2016)-\$269,540.00

69.



Anthony J. Picente, Jr., County Executive    Debra A. Whiteford, Interim Commissioner



Phone: (315) 768-3660

Fax: (315) 768-3670

Website: www.ocgov.net

Email: mentalhealth@ocgov.net

120 Airline Street  
Suite 200  
Oriskany, New York 13424

FN 20 15 166

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

Anthony J. Picente, Jr.  
County Executive

February 27, 2015

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

HEALTH & HUMAN SERVICES

Date 3/12/15

WAYS & MEANS

Dear Mr. Picente:

I am forwarding six (6) copies of the Amendment to the 2014-2016 Purchase of Services Agreement between the Oneida County Department of Mental Health and The Rescue Mission of Utica, New York, for your review and signature. Please forward this to the Board of Legislators upon completing your review.

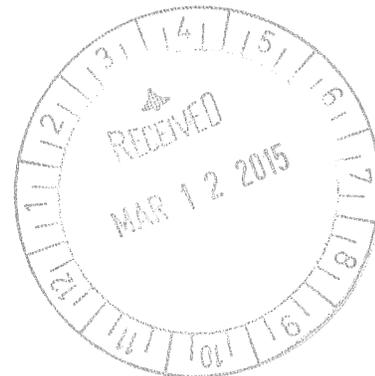
The gross amount of this Agreement is **\$1,055,395.00** per year for a three year total of \$3,166,185.00. The funding changes for this amendment results in a total decrease of \$67,414.00 in OASAS state aid. The amount reflects **100%** in OASAS and OMH State Aid Funding.

Thank you very much for your time and consideration of this request. I would be pleased to respond to any questions or concerns you might have with regard to this Agreement.

Respectfully,

Debra A. Whiteford  
Interim Commissioner

DAW/ms  
Encs.



70.

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**CONTRACT SUMMARY**

**Name of Proposing Individual/Organization:** The Rescue Mission of Utica, New York  
**Title of Proposed Service/Program:** Enriched Single Room Occupancy, Addictions Crisis Center  
**Proposed Dates of Operation:** January 1, 2014 through December 31, 2016  
AMENDMENT  
**Client Population/Number to be Served:** Adults with serious mental illness and substance  
abuse disorder in need of residential care & treatment

**Summary Statements:**

**I. Narrative Description of Service/Program:**

**A. Enriched Single Room Occupancy (ESRO) Program (8050) (\$334,870)**

The 24/7, 52-bed residential program for adults with mental illness promotes individual recovery & functioning. Services include: medication & case management, transport to medical appointments, social recreation, education/behavioral counseling, and job services.

**B. Addictions Crisis Center (ACC) (3510) (\$720,525)**

The 24/7, 25-bed center provides screening/assessment, treatment and linkage to services for persons with a dual diagnosis of mental illness and substance abuse.

**II. Service/Program Objectives and Outcomes:**

The objectives are to help individuals maintain stability and learn skills to be independent.

**III. Service/Program Design and Staffing:**

The ESRO and ACC Programs are certified and adhere to all regulations per the NYS Office of Mental Health (OMH) and Office of Alcoholism and Substance Abuse Services (OASAS).

**Total Funding Requested per year (2014-2016):**

**Account #:** A4310.49522

Gross Budget		\$1,055,395.00
State Funds	OMH	\$ 334,870.00
	OPWDD	\$ 0
	OASAS	\$ 720,525.00
County Funds		0
<b>Total full two years</b>		<b>\$3,166,185.00</b>

**Oneida County Department Funding Recommendation(s):**

It is recommended that the full AMENDED amount of \$3,166,185.00 be approved for 2014-2016.

**Cost Per Person Served:** (N/A)

91.

**Proposed Funding Sources (Federal \$/State \$/County\$) per year:** State (2014-2016)-\$3,166,185.00.



Anthony J. Picente, Jr., County Executive    Debra A. Whiteford, Interim Commissioner



120 Airline Street  
Suite 200  
Oriskany, New York 13424

Phone: (315) 768-3660  
Fax: (315) 768-3670  
Website: www.ocgov.net  
Email: mentalhealth@ocgov.net

FN 20 15-167

HEALTH & HUMAN SERVICES

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 3/12/15

February 27, 2015

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

Dear Mr. Picente:

I am forwarding six (6) copies of the Amendment to the 2014-2016 Purchase of Services Agreement between the Oneida County Department of Mental Health and Central New York Services, Inc., for your review and signature. Please forward this to the Board of Legislators upon completing your review.

The gross amount of this Agreement is **\$1,519,882.00** per year for a three year total of \$4,559,646.00. The funding changes for this amendment results in a total increase of \$1,621.00 (\$151.00 decrease to OMH funding and \$1,772.00 increase to OASAS funding). The amount reflects **100%** in OASAS and OMH State Funding.

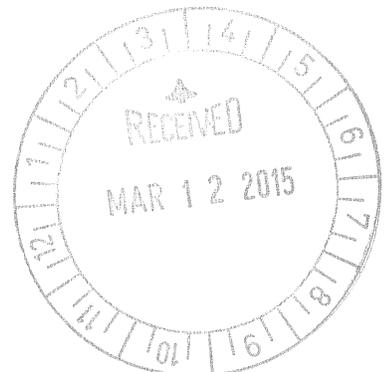
Thank you very much for your time and consideration of this request. I would be pleased to respond to any questions or concerns you might have with regard to this Agreement.

Respectfully,

Debra A. Whiteford  
Interim Commissioner

*Debra A. Whiteford*

DAW/ms  
Encs.



72.

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**CONTRACT SUMMARY**

**Name of Proposing Individual/Organization:** Central New York Services, Inc.

**Title of Proposed Service/Program:** Outreach - Court/Jail/Transition Management/Advocacy  
Coordinated Children’s Services Initiative  
Service Dollars/ACT  
MICA Network/Shelter Plus Care

**Proposed Dates of Operation:** January 1, 2014 through December 31, 2016  
AMENDMENT

**Client Population/Number to be Served:** Adults and Children with a mental illness who are in, entering, or exiting the criminal justice system.

**Summary Statements:**

- I. **Narrative Description of Service/Program:**
  - A. **Outreach-Court/Jail Forensic Evaluation Unit (0690) (\$214,816/\$676,434)**
    1. Screening and Jail Diversion: The Courts refer individuals for screening, case planning, employment services and monitoring. These individuals have a mental illness, substance abuse addiction or dual diagnosis. They are diverted from the Correctional Facility and receive treatment and other services from community providers. Successful completion of the Mental Health Court treatment plan results in dismissal of the charges.
    2. Suicide Prevention And Screening: Located at Oneida County Correctional Facility. All persons admitted to the Oneida County Correctional Facility are assessed for lethality (potential for suicide); individuals assessed as needing supports are monitored for possible symptoms of depression or decompensation. Crisis intervention services and medication assessments are available.
    3. Enhanced Forensic Case Management: Located at 1411 Genesee Street. Follow-up discharge planning for incarcerated individuals to improve the compliance rate for engagement in the community supports, reduce homelessness, reduces recidivism and to reduce ED/Inpatient treatment. This includes providing and arranging transportation, home visitations, attending case management consultations and monitoring court process.
    4. Mandated OMH Services: a) CPL 730 evaluations ordered by Oneida County Courts to determine if defendants with mental defects can understand criminal charges and assist in their own defense; b) Medication Grant Program- provides short term medications for mentally ill individuals released from jails, prisons and psychiatric hospitals; c) Adult Single Point of Access and Accountability- for care coordination and residential services

**B. Transition Management Services (1970) (\$116,283)**

Located within the Forensic Behavioral Health Unit at Oneida County Correctional Facility, provides initial referral and linkage to appropriate treatment services, including employment training, support and readiness, for inmates upon their discharged from jail.

**C. Advocacy (1760) (\$170,996)**

Located within the Forensic Behavioral Health Unit at Oneida County Correctional Facility and integral to the Bridger Program, Advocacy , provides initial referral and linkage to treatment, and employment training for inmates upon their discharged from jail.

**D. Coordinated Children’s Services Initiative (CCSI) (2990) (\$74,436)**

a) Staff located at Oneida Count Probation Department uses an assessment tool to assist in the management and planning of services to children and adolescents with juvenile justice involvement; b) Clinical oversight of Parent Advocates whom provide support to parents and arrange for community services for children with mental illness.

**E. Assertive Community Treatment (ACT) Service Dollars (8810) (\$33,168)**

Administers wrap-around service funds to assist the ACT Team @ Mohawk Valley Psychiatric Center to sustain a person within the larger community and/or to assist them in reduction of hospital stays and/or contact with the criminal justice system.

**F. Mentally Ill Chemical Abuse Network (5990) (\$108,227)**

This case management service assists the individual to avoid additional contacts with the criminal justice system by obtaining treatment that addresses all of the disability issues concurrently, sustaining the individual through the inevitable short-term setbacks and providing case management support and advocacy for the dually diagnosed person.

**G. Advocacy/Support Shelter Plus Care (3078/52147) (\$125,522)**

Shelter Plus Care Housing assists 240+ persons and their families in obtaining and sustaining quality housing to help ensure continuing participation in treatment, employment and other services aiding in their recovery from substance abuse. Individuals are assisted in finding affordable housing within Oneida County, establish income eligibility for a Section 8 housing subsidy and understand the Public Assistance/Social Security benefits process.

**II. Service/Program Objectives and Outcomes:**

All services provided through the court system are intended to divert individuals with a mental illness from the criminal justice system and jail. Suicide screening and assessment services, in particular, are designed as a proactive, preventative measure to eliminate the risk of potential cases. Community based services are designed to meet the care coordination needs of those with mental illness including both adults and children, co-occurring disorders, and OMH mandated services.

**III. Service/Program Design and Staffing:**

All programs and individual staffing criteria meet NYS Office of Mental Health (OMH) and NYS Office of Alcoholism and Substance Abuse Services (OASAS) guidelines and regulations.

**Total Funding Requested (2014-2016):**

**Account #: A4310.49519**

Gross Budget		\$1,519,882.00
State Funds	OMH	\$1,394,360.00
	OPWDD	0
	OASAS	\$ 125,522.00
County Funds		\$ 0
<b>Total full three years</b>		<b>\$4,559,646.00</b>

**Oneida County Department Funding Recommendation(s):**

It is recommended that the full AMENDED amount of \$4,559,646.00 be approved.

**Service Units N/A**

**Proposed Funding Sources (Federal \$/State \$/County \$): State -\$4,559,646.00**

74.



Anthony J. Picente, Jr., County Executive    Debra A. Whiteford, Interim Commissioner



Phone: (315) 768-3660

Fax: (315) 768-3670

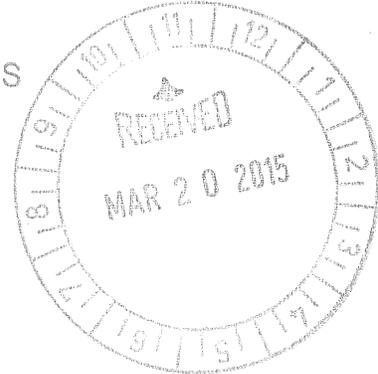
Website: www.ocgov.net

Email: mentalhealth@ocgov.net

120 Airline Street  
Suite 200  
Oriskany, New York 13424

FN 20 15-168

HEALTH & HUMAN SERVICES  
WAYS & MEANS



February 27, 2015

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

Dear Mr. Picente:

I am forwarding six (6) copies of the Amendment to the 2014-2016 Purchase of Services Agreement between the Oneida County Department of Mental Health and House of the Good Shepherd, for your review and signature. Please forward this to the Board of Legislators upon completing your review.

The gross amount of this Agreement is **\$25,000.00** per year. The funding changes for this amendment results in a decrease in total funding of \$26,500.00. The amount reflects **100%** in OMH State Funding.

Thank you very much for your time and consideration of this request. I would be pleased to respond to any questions or concerns you might have with regard to this Agreement.

Respectfully,

Debra A. Whiteford  
Interim Commissioner

DAW/ms  
Encs.

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

  
Anthony J. Picente, Jr.  
County Executive

Date 3/18/15

75.

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**CONTRACT SUMMARY**

**Name of Proposing Individual/Organization:** House of the Good Shepherd  
1550 Champlin Avenue  
Utica, NY 13502

**Title of Proposed Service/Program:** Child and Youth Short-Term Respite

**Proposed Dates of Operation:** January 1, 2014 through December 31, 2016  
AMENDMENT

**Client Population/Number to be Served:** Oneida County children and youth with a serious  
emotional disturbance and/or severe behavioral  
disorder

**Summary Statements:**

**I. Narrative Description of Service/Program Performance:**

**A. Children’s Respite (2990) (up to \$25,000)**

Assessment to determine suitable placement for children referred from Tier 1, Neighborhood Center Mobile Crisis Assessment Team and Child Guidance Clinics, Upstate Cerebral Palsy’s Community Health and Behavioral Services and hospital emergency departments. Beds are located at the Milton Abelow Children’s Shelter (MACS) or in a certified foster home. Provide crisis intervention/diffusion services and discharge planning including emergency back-up plans necessitating a child’s removal from respite. Recruit, screen, train and certify foster family boarding homes.

**II. Service/Program Objectives and Outcomes:**

Maintain children in the community; enhance parenting skills and keep families intact.

**III. Service/Program Design and Staffing:**

Facility and individual Foster Families within the Oneida County; \$75.00 per day for planned respite, \$340.12 per day for crisis institutional respite at MACS, \$150.00 per day for crisis foster boarding home respite not to exceed \$51,500.00 total for year 2014 or \$25,000.00 total per year 2015 and 2016.

**Total Funding Requested per year:**

**Account #:** A4310.4951

Gross Budget	\$	25,000.00 max
State Funds	\$	25,000.00 max
OMH		
OPWDD		0
OASAS	\$	0
County Funds	\$	0
<b>Total max three years</b>	<b>\$</b>	<b>101,500.00 max</b>

76-

**Oneida County Department Funding Recommendation(s):**

It is recommended that the full AMENDED amount of \$101,500.00 be approved for 2014-2016.

**Service Units:** (N/A)

**Proposed Funding Sources (Federal \$/State \$/County\$) per year:** State (2014-2016)-  
\$101,500.00(max).



**Anthony J. Picente, Jr., County Executive      Debra A. Whiteford, Interim Commissioner**



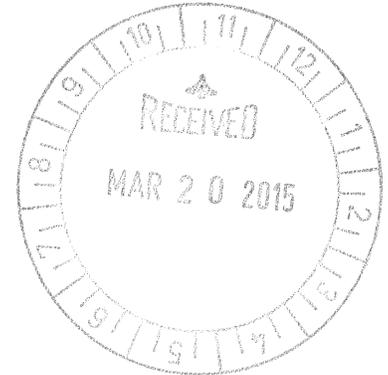
**120 Airline Street  
Suite 200  
Oriskany, New York 13424**

**Phone: (315) 768-3660  
Fax: (315) 768-3670  
Website: www.ocgov.net  
Email: mentalhealth@ocgov.net**

FN 20 15-169

February 27, 2015

HEALTH & HUMAN SERVICES



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

WAYS & MEANS

Dear Mr. Picente:

I am forwarding six (6) copies of the Amendment to the 2014-2016 Purchase of Services Agreement between the Oneida County Department of Mental Health and Insight House Chemical Dependency Services, Inc., for your review and signature. Please forward this to the Board of Legislators upon completing your review.

The gross amount of this Agreement is **\$1,543,283.00** per year for a three year total of \$4,629,849.00. The funding changes for this amendment results in a total increase of \$30,671.00 per year for a three year total of \$92,013.00. This amount is funded in OASAS State Aid and **\$36,000.00** per year in County Share for a three year total of \$108,000.00.

Thank you very much for your time and consideration of this request. I would be pleased to respond to any questions or concerns you might have with regard to this Agreement.

Respectfully,

Debra A. Whiteford  
Interim Commissioner

DAW/ms  
Encs.

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

Anthony J. Picente, Jr.  
County Executive

Date 3/18/15

78.

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**CONTRACT SUMMARY**

**Name of Proposing Individual/Organization:** Insight House Chemical Dependency Services, Inc.

**Title of Proposed Service/Program:** Outpatient Substance Abuse Clinic Treatment  
Intensive Residential Treatment  
Substance Abuse School-Based Prevention

**Proposed Dates of Operation:** January 1, 2014 through December 31, 2016  
AMENDMENT

**Client Population/Number to be Served:** Individuals with an alcohol and/or substance abuse or  
dependency problem, and their families

**Summary Statements:**

**I. Narrative Description of Service/Program:**

**A. Outpatient Substance Abuse Treatment Clinic (3520) (\$485,094)**

Individualized, evidenced-based services are provided in a clinic-like setting and address a cohort ranging from adolescents to seniors. Services include: evaluation/assessment services; referral; individual, family and group counseling; and discharge aftercare planning.

**B. Chemical Dependence Intensive Residential Treatment (3560) (\$904,025); County (\$36,000)**

The Residential Program is a certified 48-bed service that provides a highly-intensive level of care suitable for men and women who are experiencing dysfunction in multiple life areas and who require a structured living arrangement during treatment. The average length of stay is six months. A minimum of 40 hours per week of clinical services is provided within this controlled therapeutic environment. Additional skill training is provided in the following areas: vocational and educational, life, parenting, community living, personal hygiene/care, socialization and leisure activities.

**D. Substance Abuse School-Based Prevention Services (5520) (\$105,407); (5550) (\$12,757)**

Insight House is currently in 9 Districts. The Prevention Outreach Team meets weekly to discuss school-wide issues with individual students, and to plan community prevention education. Community and environmental strategies are focused on changing the culture in our community through public service announcements and a monthly newsletter. Prevention counselors provide faculty with updates as to the current trends and signs/symptoms of local drug/alcohol use/abuse. Insight House provides parent forums, which focus on different topics that increase awareness in the home. Prevention counselors are available to provide student assembly or classroom presentations on different topics.

**II. Service/Program Objectives and Outcomes: (N/A)**

*79.*  
1

**III. Service/Program Design and Staffing:**

All services and programs are certified by the NYS Office of Alcoholism and Substance Abuse Services (OASAS) and thus are directed to meet minimum staffing requirements.

**Total Funding Requested per year (2014-2016):**

**Account #:** A4310.49515

Gross Budget		\$1,507,283.00
State Funds	OMH	0
	OPWDD	0
	OASAS	\$1,507,283.00
County Funds		\$ 36,000.00
<b>Total full three years</b>		<b>\$4,629,849.00</b>

**Oneida County Department Funding Recommendation(s):**

It is recommended that the full AMENDED amount of \$4,629,849.00 be approved for 2014-2016.

**Service Units:** (N/A)

**Proposed Funding Sources (Federal \$/State \$/County \$):** State (2014-2016)-\$4,629,849.00 and County \$108,000.00

86



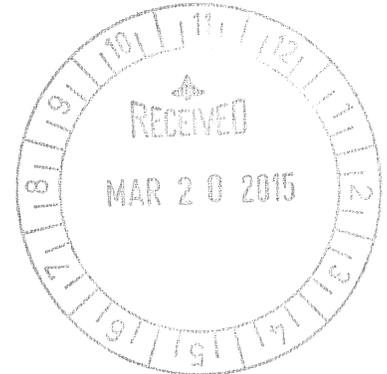
Anthony J. Picente, Jr., County Executive    Debra A. Whiteford, Interim Commissioner



Phone: (315) 768-3660  
Fax: (315) 768-3670  
Website: www.ocgov.net  
Email: mentalhealth@ocgov.net

120 Airline Street  
Suite 200  
Oriskany, New York 13424

FN 20 15-170



February 27, 2015

HEALTH & HUMAN SERVICES

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

WAYS & MEANS

Dear Mr. Picente:

I am forwarding six (6) copies of the Amendment to the 2014-2016 Purchase of Services Agreement between the Oneida County Department of Mental Health and Resource Center for Independent Living, Inc., for your review and signature. Please forward this to the Board of Legislators upon completing your review.

The gross amount of this Agreement is **\$404,837.00** per year for a three year total of \$1,214,511.00. The funding changes for this amendment results in a total increase of \$84,000.00 for years 2015-2016 (\$168,000.00 total). The amount reflects **100%** in OMH State Funding.

Thank you very much for your time and consideration of this request. I would be pleased to respond to any questions or concerns you might have with regard to this Agreement.

Respectfully,

Debra A. Whiteford  
Interim Commissioner

DAW/ms  
Encs.

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

Anthony J. Picente, Jr.  
County Executive

Date 3/18/15

81.

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**CONTRACT SUMMARY**

**Name of Proposing Individual/Organization:** Resource Center for Independent Living, Inc.

**Title of Proposed Service/Program:** Service Dollars ICM Management Services  
C&Y Intensive Case Management  
Case Management Emergency & Non-Emergency Services  
Ongoing Integrated Supported Employment (OISE)  
Assisted Competitive Employment (ACE)

**Proposed Dates of Operation:** January 1, 2014 through December 31, 2016  
AMENDMENT

**Client Population/Number to be Served:** Adults and children with severe mental illness,  
serious emotional disturbance or severe behavioral disorder.

**Summary Statements:**

- I. Narrative Description of Service/Program:**
- A. ICM Management Services Admin/Health Home Management Admin (2810/2850) (\$12,800/\$19,170)**  
Services include: bookkeeping, check processing, audit and evaluation.
  - B. Intensive Case Management Children and Youth Services (1810) (\$17,856)**  
The program links the Consumer to service systems various services and offer continued care and support. Services may include linking, monitoring, and case-specific advocacy.
  - C. ICM Emergency/Non-Emergency Services/ Health Home Emergency/Non-Emergency Services (1910/2740) (\$54,540/\$102,042)**  
The program services include both immediate and non-immediate emergency dollars designated to meet the basic needs of the consumer, including: transportation, medical/dental care, shelter/respite/hotel, food/meals, clothing, escort, household furnishings, utilities, tuition, job-related costs, job coaching, education, vocational services, and leisure time services.
  - D. Ongoing Integrated Supported Employment (OISE) (4340) (\$59,304)**  
The program services include short-term job coaching, employer consultation and other relevant supports needed to assist an individual in maintaining a job placement.
  - E. Assisted Competitive Employment (ACE) (1380) (\$139,125)**  
The program services include long-term supports in all areas of life to allow the consumer to be successful in employment. The Program provides consumers with job-specific skills training, as well as long-term supervision and support services, both at the work site and off-site.

82.

**II. Service/Program Objectives and Outcomes:**

The primary objective of all ICM services and programs is to enable those individuals served to learn community skills and achieve their highest level of independent functioning.

**III. Service/Program Design and Staffing:**

The NYS Office of Mental Health (OMH) regulates and certifies all services and related programs in conjunction with the NYS Education Department Bureau of Vocational & Educational Services for Individuals with Disabilities (VESID).

**Total Funding Requested per year (2014-2016):**

**Account #:** A4310.49525

Gross Budget		\$404,837.00
State Funds	OMH	\$404,837.00
	OPWDD	0
	OASAS	0
County Funds		0
<b>Total full three years</b>		<b>\$1,214,511.00</b>

**Oneida County Department Funding Recommendation(s):**

It is recommended that the full AMENDED amount of \$1,214,511.00 be approved for 2014-2016.

**Service Units:** (N/A)

**Proposed Funding Sources (Federal \$/State \$/County\$) per year:** State (2014-2016)-\$1,214,511.00.

**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

March 19, 2015

FN 20 15-171

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

Oneida County is in receipt of a grant from New York State Office of Children and Family Services in the amount of \$ 230,297.00. These funds will be used to support Day Care Registration. This Grant has a Contract period for January 1, 2015 through December 31, 2015.

This grant provides funding for the program that will recommend Registration/and renewal for those individuals satisfactorily completing a Family Day Care initial/renewal application. Program will provide technical assistance to potential and current providers regarding application and regulations. Program will provide regular scheduled orientation throughout Oneida County. Program will complete an inspection /investigation on registered homes in response to a complaint, request by provider for additional school age children or for failure to meet training requirements. Complete 50% annual random inspections on existing providers. Respond to complaints on non-regulated child care providers. The program includes performance standards for: initial registrations, renewal registration, complaint investigations, safety assessments, inspections, and on-site registration case and management review.

I am available at any time to further discuss this grant should you have any questions.

I am respectfully requesting that this matter be forwarded to the Board of Legislators for acceptance of these grant funds.

Sincerely,

Lucille A. Soldato  
Commissioner

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

Anthony J. Picente, Jr.  
County Executive

Date 4/6/15

LAS/tms  
attachment

84.

#29203

Oneida Co. Department Social Services

Competing Proposal \_\_\_\_\_

Only Respondent \_\_\_\_\_

Sole Source RFP \_\_\_\_\_

**Oneida County Board of Legislators**  
**Contract Summary**

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

**Title of Activity or Services:** Day Care Registration

**Proposed Dates of Operations:** January 1, 2015 through December 31, 2015

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

**SUMMARY STATEMENTS**

**1). Narrative Description of Proposed Services**

The program will recommend Registration/and renewal for those individuals satisfactorily completing a Family Day Care initial/renewal application. Program will provide technical assistance to potential and current providers regarding application and regulations. Program will provide regular scheduled orientation throughout Oneida County. Program will complete an inspection /investigation on registered homes in response to a complaint, request by provider for additional school age children or for failure to meet training requirements. Complete 50% annual random inspections on existing providers. Respond to complaints on non-regulated child care providers. The program includes performance standards for: initial registrations, renewal registration, complaint investigations, safety assessments, inspections, and on-site registration case and management review.

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

- To increase the number of Registered Family Day Care & School Age Day Care homes throughout Oneida County and to ensure through the Inspection process that they meet the standards set forth in the NYS Regulations.
- Performance standards for: initial registrations, renewal registration, complaint investigations, safety assessments, inspections, and on-site registration case and management review.

**3). Program Design and Staffing Level -**

**Total Grant Amount:** \$ 230,297.00

**Mandated or Non-Mandated –** Mandated

**Oneida County Dept. Funding Recommendation:** A4655 - 100% funds through New York State Office of Children and Family Services

85

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

Federal            100%  
State                0%  
County              0%

**Cost Per Client Served:**

**Past performance Served:** The Contractor has provided this service since 1992 the Department is a pass through as the contractor has direct State oversight.

**O.C. Department Staff Comments:**

\*\*\*\*\*

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

Oneida County Executive: \_\_\_\_\_

Anthony J. Picente Jr., Oneida County Executive

\*\*\*\*\*

Approved as to Form \_\_\_\_\_

Oneida County Attorney

\*\*\*\*\*

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

Oneida County Department of Social Services: \_\_\_\_\_

Lucille A. Soldato, Commissioner

\*\*\*\*\*

*SL*

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

March 19, 2015

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

FN 20 15-172

HEALTH & HUMAN SERVICES

**WAYS & MEANS**

Dear Mr. Picente:

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

Enclosed is a Purchase of Service Agreement with the Neighborhood Center, Inc. for PINS Detention Diversion, Case Planning. We are confident that they will provide an innovative managed care approach to the children in our community that are in need of these services. This program has been successful in diverting out-of-home placement of the children it serves.

The contract term is January 1, 2015 through December 31, 2017 at a cost of \$ 2,592,844.00. The local cost to support this effort is 27.18% or \$ 704,735.00.

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

Sincerely,

Lucille A. Soldato  
Commissioner

LAS/tms  
attachment

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

Anthony J. Picente, Jr.  
County Executive

Date 4/16/15

87.

3/19/15  
# 18607

Oneida Co. Department Social Services

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

**Oneida County Board of Legislators**  
**Contract Summary**

**Name of Proposing Organization:** The Neighborhood Center, Inc.  
293 Genesee Street  
Utica, New York 13501

**Title of Activity or Services:** PINS Detention Diversion, Case Planning

**Proposed Dates of Operations:** January 1, 2015 – December 31, 2017

**Client Population/Number to be Served:** 75 school age children and their families who are at serious risk of Foster Care or Institutional placement through Family Court due to their behavior in school, home or community.

**SUMMARY STATEMENTS**

**1). Narrative Description of Proposed Services**

This program is designed to manage the care of its children, both preventive and aftercare, from the point of entry into the program through resolution of the risk. The services will be provided for up to six months from the time of admission, commencing with a rapid comprehensive assessment and quick identification of needs, with the intention that the family be transitioned to and supported by appropriate established community-based services within that time frame. The services are designed to be flexible and to meet the individual needs of children and their families; agency staff will work in whatever capacity is needed to coordinate individualized 'wrap-around' services for referred families. Program provides 24 hour crisis management service and flexible working hours. All cases will receive a comprehensive assessment with an individualized comprehensive family plan developed in partnership with the child and family. Services to be offered by program staff include but are not limited to, the following: Clinical Service, Case Management, Family Support, Support Groups and Referral with follow-up at any point necessary to any appropriate service. Referrals to other support services, will be individualized, many to be coordinated as a gradual transition, if necessary. The Neighborhood Center will maintain its support until the transition to appropriate community-based service/programs is complete and deemed successful.

**2). Program/Service Objectives and Outcomes -**

Youth involved with this program will demonstrate an increased ability to live within the laws of the community, Family Court directives and parent controls. Families will be engaged in services and assisted in monitoring their children through the development of individualized programs that utilize and coordinate community based services/resources in order to deter further JD/PINS related behavior.

88.

**3). Program Design and Staffing Level -**

**Total Funding Requested:** \$ 2,592,844.00

**Oneida County Dept. Funding Recommendation:** Account #: A6070.49547

**Mandated or Non-mandated;** Preventive mandated service

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

Federal	38.39 %	-	\$ 995,392.81
State	34.43 %	-	\$ 892,716.19
County	27.18 %	-	\$ 704,735.00

**Cost Per Client Served:**

**Past performance Served:** The Department has contracted with this provider since 2011 for these services. The 2014 contract for this service was \$ 865,954.

**O.C. Department Staff Comments:** The program has been successful in diverting out-of-home placements.

This program was submitted through the Request for proposal process and The Neighborhood Center, Inc. was awarded the contract. This is a three year contract with yearly costs as follows:

Maximum cost in 2015 - \$	828,608
Maximum cost in 2016 - \$	862,820
Maximum cost in 2017 - \$	<u>901,416</u>
<b>Total three year \$</b>	<b>2,592,844</b>

89.

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

March 19, 2015

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

FN 20 15-173  
HEALTH & HUMAN SERVICES  
WAYS & MEANS

Dear Mr. Picente:

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

Enclosed is a Purchase of Services Agreement with Kids Oneida Inc., 310 Main Street, Utica, New York for operation of the Return Home Early Project. The program will monitor all youth who are placed in residential treatment centers to assess the youth's, as well as the family's "readiness" or ability to be returned home successfully.

The program will identify children in placement that would benefit from existing community based services and reside in their home communities as soon as possible with appropriate community services, therefore, shorten lengths of stay for children currently in out-of-home care, reduce the need for children to re-enter out-of-home care, and ensure they are placed at an appropriate level of care closer to home.

The term of this Agreement shall be from January 1, 2015 through December 31, 2017. The maximum amount of this contract is \$ 368,823.00 with a local cost of 27.18 % or \$ 100,246.09.

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

Thank you for your consideration.

Sincerely,

Lucille A. Soldato  
Commissioner

LAS/tms  
attachment

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

Date 4/6/15

90.

3/19/15  
# 23806

Oneida Co. Department Social Services

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

**Oneida County Board of Legislators**  
**Contract Summary**

**Name of Proposing Organization:** Kids Oneida Inc.  
310 Main Street  
Utica, New York 13501

**Title of Activity or Services:** Return Home Early Program

**Proposed Dates of Operations:** January 1, 2015 – December 31, 2017

**Client Population/Number to be Served:** Youth placed in Residential Treatment Centers (RTC) the general population of youth placed in RTC's is Juvenile Delinquents or Persons in need of Supervision, also some youth placed are from Child Protective Services Cases.

**SUMMARY STATEMENTS**

**1). Narrative Description of Proposed Services**

The program will monitor all youth who are placed in residential treatment centers to assess the youth's, as well as the family's "readiness" or ability to be returned home successfully. The program will identify children in placement that would benefit from existing community based services and able to reside in their home communities. These intensive services will serve as a less intense option for youth to continue their treatment once they have stabilized in out of home placement. The program will be based on a collaborative team based approach with Department, Contractor, placement facilities, families, school districts, and community partners.

**2). Program/Service Objectives and Outcomes -**

The Return Home Early Project will return children from out of home placement as soon as possible with appropriate community services, therefore, shorten lengths of stay for children currently in out-of-home care, reduce the need for children to re-enter out-of-home care, and ensure they are placed at an appropriate level of care closer to home.

**3). Program Design and Staffing Level -**

One Residential Outreach Worker, file and record keeping assistance through Client Tracker by a support staff member, direct oversight from the Director of Operations, and consultation by the Medical Director.

91

**Total Funding Requested:** \$ 368,823.00

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

**Mandated or Non-mandated:** Preventive services are mandated

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

<b>Federal</b>	38.39 %	\$ 141,591.15
<b>State</b>	34.43 %	\$ 126,985.76
<b>County</b>	27.18 %	\$ 100,246.09

**Cost Per Client Served:**

**Past performance Served:** The Department has contracted with this provider for this service since 2011. The maximum contract cost for 2014 was \$ 132,513.

**O.C. Department Staff Comments:**

This program was submitted through the Request for proposal process and Kids Oneida was awarded the contract. This is a three year contract with yearly costs as follows:

Maximum cost in 2015 - \$ 120,515

Maximum cost in 2016 - \$ 122,925

Maximum cost in 2017 - \$ 125,383

**Total three year \$ 368,823**

92.

**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

March 19, 2015

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

FN 20 15-174  
HEALTH & HUMAN SERVICES

Dear Mr. Picente:

**WAYS & MEANS**

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

Enclosed is a Purchase of Services Agreement with Kids Oneida Inc., 310 Main Street, Utica, New York, to prove a Case Planning Program for the Department's active Child Preventive and Protective caseload. This year's program will be operational from January 1, 2015 through December 31, 2017. The maximum cost of this Contract is \$ 1,931,044.00 with a local cost of 27.18% or \$ 524,857.76

This program has served the Department well as a key component of our Preventive Services efforts. The prevention of foster care must be an intensive effort if we are to achieve any success with families. Additionally, we must improve our ability to both return children from foster care at a faster rate, or if this is not possible to legally free them for Adoption.

I am respectfully requesting that this matter be submitted to the Board of Legislators for further action.

Thank you for your consideration.

Sincerely,

Lucille A. Soldato  
Commissioner

LAS/tms  
attachment

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

Anthony J. Picente, Jr.  
County Executive

Date 4/6/15

93

3/19/15  
# 23805

Oneida Co. Department Social Services

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

Oneida County Board of Legislators  
Contract Summary

**Name of Proposing Organization:** Kids Oneida Inc.  
310 Main Street  
Utica, New York 13501

**Title of Activity or Services:** Case Planning

**Proposed Dates of Operations:** January 1, 2015 through December 31, 2015

**Client Population/Number to be Served:** Children & families in need of child welfare services in addition to all adolescents with a goal of independent living.

**SUMMARY STATEMENTS**

**1). Narrative Description of Proposed Services**

The purpose is to maintain children in their own homes by use of community-based services (Case Planners) there is need to provide these services to families in order to return children from foster care. There is additional need to provide skills in everyday living for children in foster care with a goal of independent living.

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

The case planning contract will work with participant families to prevent children from entering care, to reduce the length of stay of children in placement, to reduce the number of children needing replacement and to provide community oversight to high risk cases in order to monitor and insure children's safety. Family service needs will be identified and participants will become engaged in services. Family assessment will be done in a manner that reflects culturally competent and family focused planning. Case planning responsibilities will include casework counseling, advocacy and referral, service coordination, supervision and oversight of open cases. The case planner will provide community oversight for children in high risk families through frequent contact and/or monitoring of court orders as well as the identification and utilization of appropriate community based resources as well as contact with individuals in a position to assess safety and well being of the children.

94

**3). Program Design and Staffing Level -**

12 Full-time Case Planners  
2 Sr. Case Planners  
1 Full-time Program Manager  
1 Part-time Clinical Director

**Total Funding Requested:** \$ 1,931,044.00

**Oneida County Dept. Funding Recommendation:** Account #:A6070.49547

**Mandated or Non-mandated:** Mandated preventive service

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

Federal	38.39 %	=	\$ 741,327.79
State	34.43 %	=	\$ 664,858.45
County	27.18 %	=	\$ 524,857.78

**Cost Per Client Served:**

**Past performance Served:** The Contractor has provided the Department with Case Planning Services since 2011. The Contractor's budget for this service in 2014 was \$655,953.00.

**O.C. Department Staff Comments:**

This program was submitted through the Request for proposal process and Kids Oneida was awarded the contract. This is a three year contract with yearly costs as follows:

Maximum cost in 2015 - \$ 630,975  
Maximum cost in 2016 - \$ 643,599  
Maximum cost in 2017 - \$ 656,470  
**Total three year \$ 1,931,044**

95.

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

**Lucille A. Soldato**  
Commissioner



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

February 23, 2015

Honorable Anthony J. Picente Jr.  
Oneida County Executive FN 20  
800 Park Avenue  
Utica, New York 13501

HEALTH & HUMAN SERVICES  
**WAYS & MEANS**

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

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

Date 3/12/15

Dear Mr. Picente:

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

This Memorandum of Understanding with Cornell Cooperative Extension of Oneida allows the Department to be reimbursed for the cost of four (4) Cornell Cooperative Extension workers to be located with the Department of Social Services Employment Unit. The Combined work space allows Cornell Cooperative Extension Child Care Employee to work with our Daycare Staff and allows for the sharing of information and maintains good communication.

The Term of the Memorandum of Understanding is January 1, 2015 through December 31, 2015 and the maximum revenue to the Department is \$ 7,500.00.

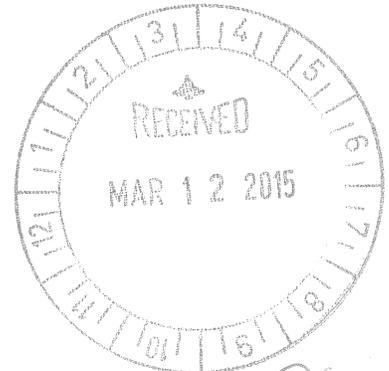
I am respectfully requesting that this matter be forwarded to the Board of Legislators for action as soon as possible. Thank you for your consideration.

Sincerely,

*[Signature]*

Lucille A. Soldato  
Commissioner

LAS/tms  
attachments.



96.

2/23/15  
# 11102

**Oneida Co. Department Social Services**

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

**Oneida County Board of Legislators**  
**Memorandum of Understanding**

**Name of Proposing Organization:** Cornell Cooperative Extension Oneida County  
121 Second Street  
Oriskany, New York 13424

**Title of Activity or Services:** Workspace for 4 Workers

**Proposed Dates of Operations:** January 1, 2015 – December 31, 2015

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

**SUMMARY STATEMENTS**

**1). Narrative Description of Proposed Services:** The Memorandum of Understanding will allow the County to be reimbursed for the cost of the 4 Cornell Cooperative Extension workers to be located with the Department of Social Services Employment Unit.

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

**3). Program Design and Staffing Level -**

**Total Funding Requested:** Revenue \$ 7,500.00 Maximum

**Mandated or Non-Mandated:** Non-mandated

**Oneida County Dept. Funding Recommendation:** Account # A1803

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

<b>FEDERAL</b>	0 % -	\$	
<b>STATE</b>	0 % -	\$	N/A
<b>COUNTY</b>	0 % -	\$	

**Cost Per Client Served:**

**Past performance Served:** The Department has provided work space for Cornell Cooperative Extension previously known as Mid-York Child Care Counsel since 2006.

**O.C. Department Staff Comments:** This combined work space allows Cornell Cooperative Extension Child Care Employee to work with our Daycare Staff and cuts down costs of sharing information and maintains communication. .

97.

Anthony J. Picente Jr.  
County Executive

Lucille A. Soldato  
Commissioner



**ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES**

County Office Building, 800 Park Avenue, Utica, NY 13501

Phone (315) 798-5733 Fax (315) 798-5218

February 23, 2015

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

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

JFN 20 15-176

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

Date 3/18/15

Dear Mr. Picente:

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

The Department has contracted with the Neighborhood Center since 1992 for the Recruitment, Homefinding, Certification, Training of Family Day Care homes, as well as client Day Care eligibility and Day Care placement activities.

The enclosed contract with the Neighborhood Center will cover the costs incurred by the Center for Family Day Care and School-Age Day Care, Certification and Inspections and will be operational from January 1, 2015 – December 31, 2015. The \$ 230,297.00 agreement with the Neighborhood Center will be funded 100 % through the New York State Office of Children and Family Services Grant.

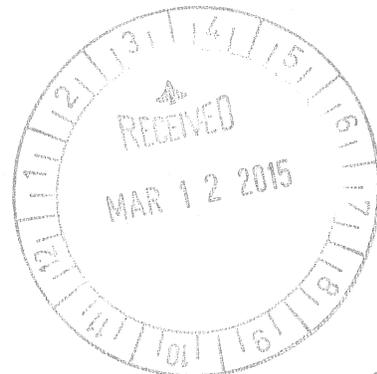
I am respectfully requesting that this matter be forwarded to the Board of Legislators for action as soon as possible. Thank you for your consideration.

Sincerely,

*Lucille A. Soldato*

Lucille A. Soldato  
Commissioner

LAS/tms  
Attachment



98.

2/23/15  
# 14502

**Oneida Co. Department Social Services**

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

**Oneida County Board of Legislators**  
**Contract Summary**

**Name of Proposing Organization:** Neighborhood Center  
293 Genesee Street  
Utica, New York 13501

**Title of Activity or Services:** Day Care Registration/Inspection

**Proposed Dates of Operations:** January 1, 2015 – December 31, 2015

**Client Population/Number to be Served:** Individuals in Oneida County interested in or currently providing child care in a residence.

**SUMMARY STATEMENTS**

**1). Narrative Description of Proposed Services**

To recommend Registration/and renewal for those individuals satisfactorily completing a FDC initial/renewal application. To provide technical assistance to potential and current providers regarding application and regulations. To provide regularly scheduled orientation throughout Oneida County. To complete an inspection/investigation on Registered homes in response to a complaint, request by provider for additional school age children or for failure to meet training requirements. Complete 50% annual random inspections on existing providers. Respond to complaints on non-regulated child care providers. The Contract now includes performance standards for: initial registrations, renewal registration, complaint investigations, safety assessments, inspections, and on-site registration case and management review.

**2). Program/Service Objectives and Outcomes -**

To increase the number of Registered FDC & School Age Day Care homes throughout Oneida County and to ensure through the Inspection process that they meet the standards set forth in the NYS Regulations.

**3). Program Design and Staffing Level -**

- (1) Program Coordinator
- (4) Caseworkers
- (1) Program Assistant
- (1) Clerk

**Total Funding Requested:** \$ 230,297.00

99.

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

**Mandated or Non-mandated:** Mandated service

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

<b>Federal</b>	<b>0 %</b>	<b>\$</b>	<b>0.00</b>
<b>State</b>	<b>100 %</b>	<b>\$</b>	<b>230,297.00</b>
<b>County</b>	<b>0 %</b>	<b>\$</b>	<b>0.00</b>

**Cost Per Client Served:** This Contract is reimbursed through a Memorandum of Understanding with the State of New York for \$ 230,297.00.

**Past performance Served:** The Department has contracted with this provider since June 1, 1992. Starting in 2007 the contract has performance measures that must be met for the contractor to receive full reimbursement. The cost of the contract in 2014 was \$ 230,297.

**O.C. Department Staff Comments:** There is no local share to support this effort.

100.

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 14, 2014

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

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by  
*Anthony J. Picente, Jr.*  
HEALTH & HUMAN SERVICES  
County Executive  
Date 3/18/15  
WAYS & MEANS

Dear Mr. Picente:

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

Enclosed is a Purchase of Services Agreement with the House of Good Shepherd for the operation of Non-Secure Detention Services providing the Department with six (6) reserved beds for Oneida County youth.

The House of Good Shepherd has provided this service for the Department of Social Services since 1990. This co-ed facility provides a local temporary placement for Oneida County youth. Placements at non-secure detention are court ordered for youth either awaiting further court action or youth who are already adjudicated PINS (Person in Need of Supervision) or JD (Juvenile Delinquents).

The term of this renewal agreement is January 1, 2015 through March 31, 2015. The cost for the term of this agreement will not exceed \$ 159,300.00 for six reserved beds and is 49 % reimbursable through New York State Office of Children and Family Services, with a local cost of 51 % in the amount of \$81,243.00.

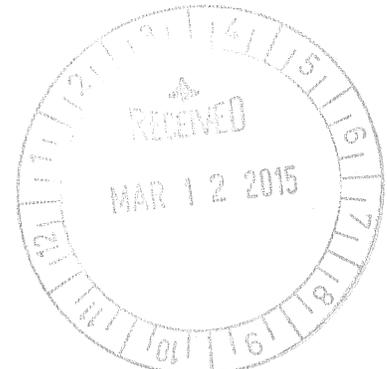
I respectfully request that this matter be forwarded to the Board of Legislators.

Thank you for your consideration.

Sincerely,  
*Lucille A. Soldato*

Lucille A. Soldato  
Commissioner

LAS/tms  
attachment



101

2/27/15  
# 12902

**Oneida Co. Department Social Services**

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

**Oneida County Board of Legislators**  
**Contract Summary**

**Name of Proposing Organization:** House of the Good Shepherd  
1550 Champlin Avenue  
Utica, New York

**Title of Activity or Services:** Non-Secure Detention

**Proposed Dates of Operations:** January 1, 2015 through March 31, 2015

**Client Population/Number to be Served:** Youth placed by Family Court Remand PINS warrant, JD warrant or placed by Peace Officer.

**SUMMARY STATEMENTS**

**1). Narrative Description of Proposed Services**

The Contractor's Non-Secure Detention Program will operate a co-ed facility from the Contractor's Sunset Avenue location in Utica, New York. The Contractor will reserve and provide the Department with 6 beds for youth in need of Non-Secure Detention Services to be utilized by Oneida County youth.

**2). Program/Service Objectives and Outcomes -**

Provides for the local temporary placement of youth who are placed by Family Court Remand PINS warrant, JD warrant or placed by a Peace Officer until or when a permanent placement is provided, determined or located.

**3). Program Design and Staffing Level -** A co-ed Non-Secure facility 24 hour supervision and care.

**Total Funding Requested:** \$ 295.00 per bed/per day

**Oneida County Dept. Funding Recommendation:** Account #: A6123.495

**Mandated or Non-mandated:** Mandated to provide Non-Secure Detention Services.

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

<b>State</b>	49 %	\$ 78,057.00
<b>County</b>	51 %	\$ 81,243.00

**Cost Per Client Served:**

102.

**Past performance Served:** The Department has contracted with this provider for this service since 1990. The maximum cost of the 6 reserved beds for the term of this Agreement is \$ 159,300.00. The budget for the year 2014 was for this contract was \$ 646,050.00.

**O.C. Department Staff Comments:**



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

February 23, 2015

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

FN 20 15-128

HEALTH & HUMAN SERVICES

Dear Mr. Picente:

WAYS & MEANS

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

The Purchase of Services Agreement with the City of Rome through its Police Department provides one Law Enforcement Coordinator specially trained in Child Advocacy Center's protocols and procedures regarding child abuse cases. The Law Enforcement Coordinator will be assigned to the Center and act as the liaison between the Child Advocacy Center and their respective agency.

The Child Advocacy Center has been in effect since 1990. The Center is comprised of a multidisciplinary team that includes Law Enforcement, Child Protective Services, medical providers, advocacy and counseling.

This Agreement is scheduled to become effective January 1, 2015 through December 31, 2015. The total cost is \$ 111,754.00, of which the Rome Police Department contributes \$ 22,350.80 and the Department of Social Services contributes \$ 89,403.20 with a local share of \$ 45,901.20.

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 3/13/15

2/23/15  
# 18901

Oneida Co. Department Social Services

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

Oneida County Board of Legislators  
Contract Summary

Name of Proposing Organization: City of Rome through its Police Department  
City Hall on the Mall  
Rome, New York 13440

Title of Activity or Services: Child Advocacy Center

Proposed Dates of Operations: January 1, 2015 through December 31, 2015

Client Population/Number to be Served:

**SUMMARY STATEMENTS**

**1). Narrative Description of Proposed Services**

Multidisciplinary team which provides on-site law-enforcement, caseworkers, victim advocacy, scheduled medical examinations, and counseling to victims of Child Sexual Abuse cases. The contract allows for (1) Police Officer from the Rome Police Department to act as a Law Enforcement Coordinator dedicated to the Child Advocacy Center.

**2). Program/Service Objectives and Outcomes -**

Contractor provides a Law Enforcement Coordinator at the Child Advocacy Center. The Child Advocacy Center allows Oneida County Department of Social Services to:

- Establish a multidisciplinary team consisting of Law Enforcement, District Attorney's Office, Child Protective Services, Medical Providers and counseling and advocacy.
- Provides a coordinated approach of reported Child Sexual Abuse cases that are indicated, prosecuted, and convicted.
- Decrease the number of interviews with the child and reduce the level of trauma to the child and secondary victims.

**3). Program Design and Staffing Level -**

(1) Law Enforcement Coordinator provided by the Rome Police Department

105.

Which will work with a multidisciplinary team consisting of an additional:

- 2 Part-Time Law Enforcement Coordinator provided by the Oneida County Sheriff's Office
- 1 Full-Time Law Enforcement Coordinator provided by the Utica Police Officer
- 1 Child Advocacy Administrator provided by the Sheriff's Office

**Total DSS Funding Requested:**

Total Cost	=	\$ 111,754.00
<b>Department of Social Services</b>		<b>\$ 89,403.20</b>
Rome Police Department		\$ 22,350.80

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

**Mandated or Non-mandated:** Mandated to have a multidisciplinary team

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

Federal	\$	0.00
State	\$	43,502.00
Department of Social Service	\$	45,901.20
Rome Police Department	\$	22,350.80

**Cost Per Client Served:**

**Past performance Served:** The Department has had a contract with the Rome Police Department as part of the Child Advocacy Center since 1990. The 2014 total Contract amount was \$106,345.00 with Department support in the amount of \$ 85,076.80. The Rome Police Department has taken on 20% of the total cost of this contract since 2008.

**O.C. Department Staff Comments:**

Anthony J. Picente Jr.  
County Executive



John P. Talerico  
Commissioner

**ONEIDA COUNTY DEPARTMENT OF PERSONNEL  
OFFICE OF THE COMMISSIONER**

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501-2986  
Phone: (315) 798-5725 ♦ Fax: (315) 798-6490  
E-Mail: labor@ocgov.net

March 25, 2015

FN 20 15-179

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

HEALTH & HUMAN SERVICES

**WAYS & MEANS**

Dear County Executive Picente:

I am in receipt of correspondence from Commissioner of Social Services Lucille Soldato requesting the creation of a new position within the Department of Social Services. Her justification letter is attached. I have reviewed the New Position Duties Statement and determined the appropriate title to be Deputy Commissioner of Social Services-Administration. I have added the title to the Oneida County Classification Plan and have attached the adopted job specification. I am recommending the salary for this title be set at Grade 38 M Step 1 \$53,659.

If you concur, please forward this letter to the Board of Legislators and ask that they: 1) set the salary for the title Deputy Commissioner of Social Services-Administration at Grade 38 M \$53,659 and , 2) create the new position of Deputy Commissioner of Social Services-Administration.

Sincerely,

  
John P Talerico  
Commissioner

CC L Soldato

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

  
Anthony J. Picente, Jr.  
County Executive

Date 4/6/15

107.

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

*Lucille A. Soldato*  
*Commissioner*



*Oneida County Department of Social Services*  
*Office of Commissioner Lucille A. Soldato*  
*County Office Building*  
*800 Park Ave.*  
*Utica, NY 13501*

March 23, 2015

John Talerico  
Commissioner of Personnel  
Oneida County  
800 Park Ave  
Utica N.Y. 13501

Dear Mr. Talerico:

I am requesting the creation of a Deputy Commissioner of Social Services Administration within the Dept. of Social Services. The Dept. of Social Services as one of the largest departments in County government is in need of expertise in personnel management specifically in staff development, trainings, recruitment and retention of staff. This position could serve as a resource to the department's directors in their specific program areas in hiring, discipline, promotions and organizational structure. This position could also serve as a tool to provide an evaluation as to the functioning of the more than nine divisions within social services and offer recommendations to improve, coordinate and consolidate that functioning where possible. This position would allow both myself as Commissioner and the Deputy Commissioner to be able to concentrate on program development, best practices and to work proactively with the community to develop new responses, structures or programming in areas of need.

Sincerely,

  
Lucille Soldato  
Commissioner  
Oneida County Dept. of Social Services



108.

Civil Division: Oneida County Government  
Jurisdictional Class: Pending Jurisdictional Classification  
EEO Category: Officials/Administrators  
Adopted: 03/24/15

**DEPUTY COMMISSIONER OF SOCIAL SERVICES- ADMINISTRATION**

**DISTINGUISHING FEATURES OF THE CLASS:** This is a high level administrative position responsible for the development, coordination and implementation of staff development and training programs, as well as a comprehensive personnel program that will develop and maintain an effective, high functioning work force to successfully carry out the department's goals and ensure the highest level quality service to the clients. Under the general direction of the Commissioner, an incumbent in this class exercises considerable latitude for the exercise of initiative and independent judgment in the formulation of local policies and procedures to affect the agency's goal. In the absence of the Commissioner, may have direction over personnel and may act as the Commissioner's representative in public presentations or meetings concerning personnel/staff development issues. Supervision is exercised over the work of all subordinate professional, technical and clerical staff. The incumbent performs related work as required.

**TYPICAL WORK ACTIVITIES:** (Illustrative Only)

- Develops and supervises a comprehensive administrative program to include the areas of personnel policy and procedures management consistent with current State and Federal laws, regulations and administrative guidelines and has responsibility for interpreting and enforcing them within the Department of Social Services;
- Develops and supervises recruitment and selection, making hiring recommendations;
- Oversees program development and formulation of department policy for the administrative and staff development functions of the department;
- Establishes the procedures and guidelines within which program staff operates to ensure delivery of services and to achieve the agency goals;
- Assists in the development and implementation of departmental programs, policies and procedures;
- Assists in formulating, developing and administering policies and procedures for administration to meet operational needs;
- Oversees the organization and administration of a comprehensive and effective staff development program, including in-service training and appropriate use of other educational resources;
- Cooperates with representatives of the State Department of Social Services in the operation and development of the local Social Services district program, and directs the preparation and submission of the required reports to the State;
- Conducts public relations for the social services district;
- Meets regularly with program managers to assist them in the area of personnel management and to address changes or problems in the organizational structure;
- Makes feasibility studies of administrative changes to improve operations;

continued...

189.

**TYPICAL WORK ACTIVITIES:** (continued)

Assists in resolution of complaints and inquiries registered by the public regarding department program and policies;  
Adapts Federal and State guidelines and mandates for agency use;  
Prepares reports and analyses of agency operations;  
Represents the Commissioner at meetings with public officials and community groups;  
Acts for the Commissioner in his/her absence.

**FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:**

Thorough knowledge of modern principles and practices of public administration; thorough knowledge of Federal, State and local public welfare laws, rules and regulations; thorough knowledge of the management of staff development and training programs; thorough knowledge of the department organization as it relates to its established goals, service delivery, staff development and personnel needs; good knowledge of the administration of recruitment and training and education programs; ability to gather and evaluate information to identify and resolve personnel problems; ability to make decisions quickly and independently; ability to coordinate the work of others and to establish effective working relationships; ability to plan and direct the activities of subordinates in a manner conducive to full performance; ability to plan, direct and evaluate programs; ability to express ideas clearly both orally and in writing; ability to compile, analyze, and interpret statistical data related to social welfare administration; ability to prepare complex written and oral reports clearly and concisely; ability to establish and maintain cooperative relations with the public and other governmental and private agencies; initiative; resourcefulness; good judgment.

**MINIMUM QUALIFICATIONS:** Either:

- (A) Graduation from a regionally accredited or New York State registered college or university with a Master's Degree in Business Administration or Public Administration **AND** four (4) years of administrative experience with day-to-day office operations, relative to human resource policy oversight and analysis; **AND** three (3) years of supervisory experience; **OR**
- (B) Graduation from a regionally accredited or New York State registered college or university with a Bachelor's Degree in Business Administration or Public Administration **AND** five (5) years of administrative experience with day-to-day office operations, relative to human resource policy oversight and analysis; **AND** three (3) years of supervisory experience.

# 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



PHYLLIS D. ELLIS, BSN, MS, F.A.C.H.E.  
DIRECTOR OF HEALTH

## EARLY INTERVENTION PROGRAM

Phone: (315) 798-5249 Fax: (315) 731-3491

March 5, 2015

FN 20 15-180

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

Local governments have the responsibility for administering the Early Intervention Program subject to regulations of the Commissioner of Health, Subpart 69-4 of subchapter H of Charter II of Title 10 (Health) of the Official Compilation of Codes, Rules and Regulations of the State of New York.

Enclosed please find six (6) copies of an Agreement between the New York State Department of Health and the Oneida County Health Department, Early Intervention Program for administering the Early Intervention Program for the period October 1, 2014 through September 30, 2015 in the amount of \$93,789.

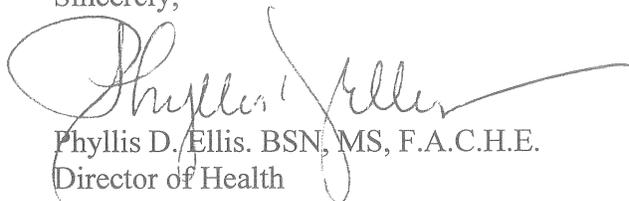
The Health Department will receive administrative funds to offset costs incurred in the implementation of the Early Intervention Program. The Grant is 100% state-funded.

The agreement was received by the Health Department from NYSDOH on 1/22/2015 and has been under review by the law department prior to being sent to your office for approval.

Please contact me if you have any questions or require additional information.

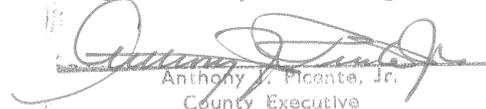
NOTE: NYS Department of Health requires TWO original signed and notarized signature pages be returned to them along with two copies of the contract and all appendices.

Sincerely,

  
Phyllis D. Ellis, BSN, MS, F.A.C.H.E.  
Director of Health

PDE/tp  
Enclosures

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

  
Anthony J. Picente, Jr.  
County Executive

Date 4/6/15

111

**CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT**

**DIVISION:** Early Intervention A4059

**NAME AND ADDRESS OF VENDOR:** NYS Department of Health  
Bureau of Early Intervention  
ESP Corning Tower, Room 287  
Albany, NY 12237

**VENDOR CONTACT PERSON:** Cori Lewis, Health Program Administrator

**DESCRIPTION OF CONTRACT:** Local governments have the responsibility for administering the Early Intervention Program subject to regulations of the Commissioner of Health, Subpart 69-4 of subchapter H of Charter II of Title 10 (Health) of the Official Compilation of Codes, Rules and Regulations of the State of New York. Administrative funds are provided to all municipalities to offset costs incurred in the implementation of the Early Intervention Program.

**CLIENT POPULATION SERVED:** The Early Intervention Program is a NYSDOH program that provides many different types of services to infants and toddlers ages 0 through 2 years of age with disabilities.

The services available to all eligible Early Intervention children are: audiology, speech pathology, physical therapy, occupational therapy, and vision service. Services are provided by qualified professionals through: Home and community-based visits, facility or center-based visits, parent-child groups, family support groups, or group developmental intervention.

**PREVIOUS CONTRACT: one (1) YEAR: October 1, 2013 through September 30, 2014**

**GRANT AMOUNT:** \$93,789

**THIS CONTRACT: one (1) YEAR: October 1, 2014 through September 30, 2015**

**GRANT AMOUNT:** \$93,789

\_\_\_\_\_ NEW      \_\_\_\_\_ X RENEWAL      \_\_\_\_\_ AMENDMENT

Contract to Exceed \$50,000.00? Yes \_\_\_\_\_ X \_\_\_\_\_ No \_\_\_\_\_

**SIGNATURE:** Patricia Meyer, Director of Early Intervention      **DATE:** March 5, 2015

112.

# 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



PHYLLIS D. ELLIS, BSN, MS, F.A.C.H.E.  
DIRECTOR OF HEALTH

## ADMINISTRATION

Phone: (315) 798-6400 Fax: (315) 266-6138 Email: [publichealth@ocgov.net](mailto:publichealth@ocgov.net)

March 6, 2015

FN 20 15-181

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Re: C-029728 Renewal

Dear Mr. Picente:

Attached are five (5) copies of a renewal agreement between Oneida County through its Health Department and New York State Department of Health – Children with Special Health Care Needs Program. As you are aware, the Oneida County Department of Health through the Division of Special Children's Services and Physically Handicapped Children's Program receives funding from the New York State Department of Health for the administration of the Children with Special Health Care Needs Program (CSHCN).

The Children with Special Health Care Needs Program provides information and referrals to families of the CSHCN Program who are uninsured or underinsured or need assistance accessing appropriate community resources.

This agreement will commence October 1, 2014 through September 30, 2017 for a total reimbursement of \$88,101.00. This agreement is being sent for execution after its commencement date as the agreement was received by Oneida County Health Department on January 26, 2015.

**Please note:** New York State Department of Health requires two (2) original signature forms with notarized signatures; which will be returned to them.

*This Contract Renewal requires Board of Legislatures approval.*

Sincerely,

Phyllis D. Ellis, BSN, MS, F.A.C.H.E.  
Director of Health

PDE/kb  
Attachments

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

Anthony J. Picente, Jr.  
County Executive

Date 4/6/15

113.



# ONEIDA COUNTY DEPARTMENT OF PUBLIC WORKS

ANTHONY J. PICENTE JR.  
COUNTY EXECUTIVE

DENNIS S. DAVIS  
COMMISSIONER



DIVISIONS:  
BUILDINGS & GROUNDS  
ENGINEERING  
HIGHWAYS, BRIDGES & STRUCTURES  
REFORESTATION

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

January 13, 2015

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

FN 20 15-182

**PUBLIC WORKS**

Dear County Executive Picente,

**WAYS & MEANS**

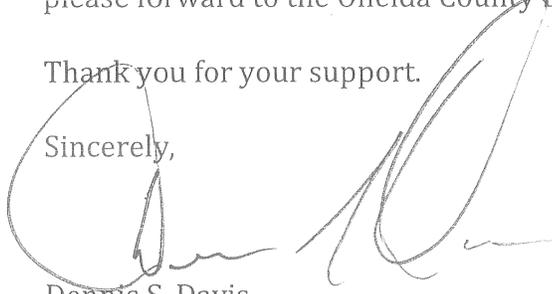
On November 13, 2014 the Oneida County Board of Acquisition & Contract accepted a proposal from Delta Engineers, Architects, & Land Surveyors, P.C. for \$82,700.00 to prepare plans and specifications for rehabilitation of the following bridges.

Replace Structure C3-70, Redfield Road over Tributary Mad River, Florence  
Rehabilitate Structure C1-42A, Eureka Road over Sucker Brook, Westmoreland  
Rehabilitate Structure C3-52, Halsey Road over Black Creek, Whitestown  
Rehabilitate Structure C1-62, Lee Valley Road over Sash Factory Creek, Lee  
Rehabilitate BIN 3311220, Blackman Corners Road over Branch Stony Creek, Verona  
Replace BIN 3311310, Mill Road over Hall Brook, Vienna

Please consider the enclosed contract for the above mentioned services. If acceptable, please forward to the Oneida County Board of Legislators for further consideration.

Thank you for your support.

Sincerely,

  
Dennis S. Davis  
Commissioner

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

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

  
Anthony J. Picente, Jr.  
County Executive

Date 4/6/15

115.

Competing Proposal   X    
Only Respondent             
Sole Source RFP           

### ONEIDA COUNTY BOARD OF LEGISLATORS

Name of Proposing Organization: Delta Engineers, Architects, & Land Surveyors, P.C.  
860 Hooper Road  
Endwell, NY 13760

Title of Activity or Service: Professional Consulting Services

Proposed Dates of Operation: Start on Execution – 12/31/2015

Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services:

Prepare plans and specifications for reconstruction/rehabilitation of the following bridges and structures.

- Replace Structure C3-70, Redfield Road over Tributary Mad River, Florence
- Rehabilitate Structure C1-42A, Eureka Road over Sucker Brook, Westmoreland
- Rehabilitate Structure C3-52, Halsey Road over Black Creek, Whitestown
- Rehabilitate Structure C1-62, Lee Valley Road over Sash Factory Creek, Lee
- Rehabilitate BIN 3311220, Blackman Corners Road over Branch Stony Creek, Verona
- Replace BIN 3311310, Mill Road over Hall Brook, Vienna

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

3) Program Design and Staffing: N/A

Total Funding Requested: \$82,700.00                      Account #: H-498

Oneida County Dept. Funding Recommendation: \$82,700.00

Proposed Funding Sources (Federal \$/ State \$/County \$): \$82,700.00 County

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: None

116.

# ONEIDA COUNTY DEPARTMENT OF PUBLIC WORKS

ANTHONY J. PICENTE JR.  
COUNTY EXECUTIVE

DENNIS S. DAVIS  
COMMISSIONER



DIVISIONS:  
BUILDINGS & GROUNDS  
ENGINEERING  
HIGHWAYS, BRIDGES & STRUCTURES  
REFORESTATION

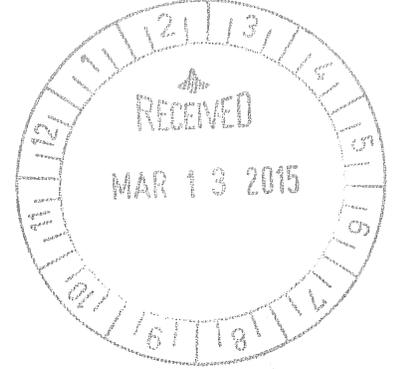
6000 Airport Road, Oriskany, New York 13424  
Phone: (315) 793-6213 Fax: (315) 768-6299

February 25, 2015

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

FN 20 15-183

**PUBLIC WORKS**



Dear County Executive Picente,

**WAYS & MEANS**

Oneida County has received Federal aid for the rehabilitation of the Randall Road Bridge (BIN 2266560) over CSX tracks in the town of Verona. This project is contingent upon a railroad grade crossing closure at Sand Hill Road in the Town of Verona. The scope of work includes deck repairs, joint repair/replacement, structural repairs, bridge and approach rail repair/replacement, and approach paving. This is a 100% Federal aid project with no local match.

A contract with Lochner Engineering to provide professional consulting services as approved by the Oneida County Board of Legislators on June 11, 2014 and subsequently executed by the Oneida County Executive. The original project scope did not anticipate the need to prepare a Stormwater Pollution Prevention Plan (SWPPP). Following final environmental review it has been determined that sufficient ground disturbance will occur to require a SWPPP.

On February 11, 2015 the Oneida County Board of Acquisition and Contract accepted a proposal from Lochner Engineering for \$14,500.00 to prepare a SWPPP, perform Water Quality calculations and hydrologic analyses in support of its development, and if necessary incorporate stormwater management practices into the plans and specifications. Lochner Engineering would also prepare a Notice of Intent for a SPDES permit and submit to NYSDEC.

If acceptable, please forward the enclosed Change Order No. 1 for the aforementioned work to the Oneida County Board of legislators for consideration.

Thank you for your support.

Sincerely,

Dennis S. Davis  
Commissioner

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

Anthony J. Picente, Jr.  
County Executive

Date 3/13/15

117.

Competing Proposal   X    
Only Respondent             
Sole Source RFP           

### ONEIDA COUNTY BOARD OF LEGISLATORS

**Name of Proposing Organization:** Lochner Engineering, P.C  
181 Genesee Street  
Utica, NY 13501

**Title of Activity or Service:** Professional Consulting Services  
Change Order No. 1

**Proposed Dates of Operation:** Start on Execution – December 31, 2015.

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

#### Summary Statements

##### 1) Narrative Description of Proposed Services:

Oneida County has received Federal aid for the rehabilitation of the Randall Road Bridge (BIN 2266560) over CSX tracks in the town of Verona. This project is contingent upon a railroad grade crossing closure at Sand Hill Road in the Town of Verona. The scope of work includes deck repairs, joint repair/replacement, structural repairs, bridge and approach rail repair/replacement, and approach paving. This is a 100% Federal aid project with no local match.

A contract with Lochner Engineering to provide professional consulting services as approved by the Oneida County Board of Legislators on June 11, 2014 and subsequently executed by the Oneida County Executive. The original project scope did not anticipate the need to prepare a Stormwater Pollution Prevention Plan (SWPPP). Following final environmental review it has been determined that sufficient ground disturbance will occur to require a SWPPP.

Lochner Engineering has submitted a proposal for \$14,500.00 to prepare a SWPPP, perform Water Quality calculations and hydrologic analyses in support of its development, and if necessary incorporate stormwater management practices into the plans and specifications. Lochner Engineering would also prepare a Notice of Intent for a SPDES permit and submit to NYSDEC. Work would be incorporated into original contract agreement as Changer Order No. 1

Original Contract Fee	\$201,500.00	
Proposed CO#1	\$14,500.00	(SWPPP and SPDES permit)
Proposed Contract Fee	\$216,000.00	

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

3) Program Design and Staffing: N/A

Total Funding Requested: \$216,000.00      Account #: H-298

Oneida County Dept. Funding Recommendation: \$216,000.00

Proposed Funding Sources (Federal \$/ State \$/County \$): \$216,000.00 (Federal)

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: None

118.

ANTHONY J. PICENTE JR.  
County Executive

DENNIS S. DAVIS  
Commissioner



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

## Oneida County Department of Public Works

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

FN 20 15-184

March 6, 2015

### PUBLIC WORKS

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

### WAYS & MEANS

Dear County Executive Picente,

Attached is a sample copy of a mowing agreement that Oneida County has with various towns and the City of Rome to mow County roads within their municipality. I have also included a chart with the breakdown of mileage, payments/and or trade for payment for the towns interested in the agreements.

Under the proposed Mowing Agreement, the municipalities will receive \$375 a mile and one town has a County mower will receive \$325 a mile.

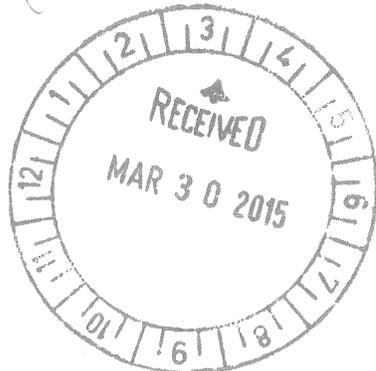
If you concur with this request, please forward to the Public Works and Ways and Means Committee for approval with presentation to the full Board at their earliest convenience.

Thank you in advance for your consideration.

Sincerely,

Dennis S. Davis  
Commissioner

DSD/bns  
Enclosure(s)



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

Anthony J. Picente, Jr.  
County Executive

Date 3/30/15

119.

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

## ONEIDA COUNTY BOARD OF LEGISLATORS

**Name of Proposing Organization:** Various Municipalities in Oneida County

**Title of Activity or Service:** Mowing Agreement with participating municipalities.

**Proposed Dates of Operation:** To commence May 1, 2015 – November 1, 2015.

**Client Population/Number to be Served:** Oneida County Residents and those who travel on Oneida County Roads.

### Summary Statements

1) **Narrative Description of Proposed Services:** Towns to perform Mowing on Oneida County roads, right of ways, and driveway per Agreements.

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

3) **Program Design and Staffing:**

Total Funding Requested: \$127,788.50      Account #: D5110.495

Oneida County Dept. Funding Recommendation:

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

Cost Per Client Served:

Past Performance Data:

**O.C. Department Staff Comments:** This program is an effort to utilize existing resources to accomplish a common goal. Rate of \$375.00 & \$325 (to Town of New Hartford using County Equipment), is to be paid per County mile located within their municipality. We need to start the process as each participating municipality needs to bring their contract before their Board. The results of their meetings determine whether or not they plan to participate and what we will need for total funding.