

Oneida County Department of Public Works

ANTHONY J. PICENTE JR.
County Executive

DENIS S. DAVIS
Commissioner

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

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

June 11, 2010

FN 20 10 - 273

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

PUBLIC WORKS

WAYS & MEANS

2010 JUN 21 AM 10:05
ONEIDA COUNTY LEGISLATORS

Dear County Executive Picente,

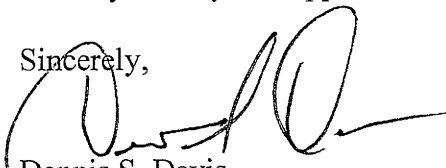
For many years Oneida County has provided space in the County Office Building to the New York State Office of Children and Family Services, Commission for the Blind and Visually Handicapped, (NYSOCFS) for operation of a Newsstand and satellite vending services.

Following a review of the existing agreement between Oneida County and NYSOCFS the Oneida County Attorney's Office recommend updating the agreement to more accurately represent current occupancy and satellite vending services.

Please consider the enclosed agreement for the above mentioned services and if acceptable forward to the Oneida County Board of Legislators for further consideration.

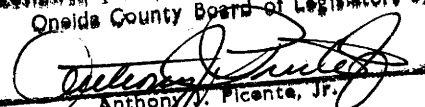
Thank you for your support.

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 6/22/10

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Oneida County Department: Public Works

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
Commission for the Blind**

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

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

Summary Statements:

1) Narrative Description of Proposed Services:

Establish retail facilities (Newsstand and satellite vending services) in County owned facilities.

2) Program/Service Objectives and Outcomes:

N/A

3) Program Design and Staffing Level:

N/A

Total Funding Requested: **\$0.00**

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

Proposed Funding Source: Federal _____ State _____ County _____

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

Past Performance Data: **N/A**

Oneida County Department Staff Comments

MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of March 2010, by and between the NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES, COMMISSION FOR THE BLIND AND VISUALLY HANDICAPPED, BUSINESS ENTERPRISE PROGRAM, hereinafter referred to as the "STATE", and Oneida County, hereinafter referred to as the "HOST AGENCY".

WITNESSETH:

In consideration of the mutual agreements hereinafter contained, the parties agree as follows:

1. The HOST AGENCY hereby authorizes the STATE to establish a retail facility for its employees, tenants and guests at Oneida County Office Building 800 Park Avenue Utica, New York 13501-2939 and Satellite Vending at Oneida County Courthouse Elizabeth Street Utica, New York 13501

Type of facility: Newsstand and Satellite Vending;

Facility location: Lobby

Facility size: N/A (floor plan, Attachment A).

Hours of operation: From 7:00 AM to 4:00 PM Monday through Friday except on official Host Agency holidays, or when the building is closed.

2. This agreement shall commence on March 1, 2010. All prior agreements are hereby revoked.
3. This agreement shall be for an indefinite period of time, but either party may terminate this Agreement by giving sixty (60) days written notice to the other party prior to the date when such termination shall become effective. It is understood and agreed that the STATE, at its option, may remove any equipment not furnished by the HOST AGENCY.

4. The STATE agrees:

- (A) To place in charge of the retail facility a Licensed Blind Vendor, hereinafter referred to as the "MANAGER". "Licensed Blind Vendor" means a legally blind person who has received training and gained experience in the operation of a retail facility in accordance with the standards and guidelines of the Business Enterprise Program (BEP) administered by the STATE.
- (B) That the MANAGER shall provide food and beverages and other items approved by the STATE and HOST AGENCY and listed on Attachment C, of good and wholesome quality at reasonable prices to employees, tenants, and visitors of the HOST AGENCY.
- (C) To remove any MANAGER upon written notice that the HOST AGENCY is dissatisfied with the operation of the retail facility by that MANAGER, provided that such removal is in accordance with CBVH/BEP policies and procedures.
- (D) To provide for the continuance of service and operation of the retail facility in a manner acceptable to the HOST AGENCY during the period between the removal of a MANAGER pursuant to Paragraph 4(C) of this Agreement and the selection of another MANAGER pursuant to Paragraph 4(A) of this Agreement.
- (E) To diligently enforce the STATE's policies and procedures governing the operation of the retail facility by the MANAGER.

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- (F) To provide and maintain all necessary equipment not provided by the HOST AGENCY, as listed in Attachment B.
- (G) To take reasonable care of any equipment furnished by the HOST AGENCY, and to leave it on the HOST AGENCY's premises at the termination of this Agreement in good condition, except for ordinary wear and tear.
- (H) To designate an agent or representative upon whom any and all complaints, demands or notices may be served, which the HOST AGENCY may desire to give or deliver to the STATE in connection with the retail facility.

5. The HOST AGENCY agrees:

- (A) To grant to the STATE, the exclusive right and privilege to operate the retail facility and to sell and dispense items listed in Attachment C and other such products as may be permitted by the HOST AGENCY to be sold within the retail facility.
- (B) To provide at its own cost and expense for the STATE's use, the space and utilities used for the retail facility.
- (C) To waive all rights of subrogation against the STATE and the MANAGER for damages caused by fire.

- (D) To notify the STATE, in writing, of any conduct of the MANAGER which the HOST AGENCY deems to be contrary to this agreement.
- (E) Not to direct, control or interfere with the methods of operation utilized by the MANAGER in charge of the retail facility.
- (F) That the STATE may change the MANAGER of the retail facility whenever the STATE finds that such a change is appropriate.
- (G) To designate an agent or representative upon whom any and all complaints, demands or notices of any kind may be served, which the STATE may desire to give or deliver to the HOST AGENCY in connection with the retail facility operation. If the HOST AGENCY desires to change its designated agent or representative, the HOST AGENCY agrees to so notify the STATE.
- (H) To make arrangements for collection and disposal of trash and garbage from the retail facility area without charge to the manager or the STATE.
- (I) That if vending machines are to be used in or adjacent to the retail facility area, such machines will be considered a part of the retail facility and all commissions will be assigned to the MANAGER. The location, type and number of such vending machines which constitute all or a part of this retail facility are noted in Attachment C.
- (J) To provide adequate security around the retail facility, including any vending machines, while in operation and to discourage entry when the retail facility is not in operation.

6. The HOST AGENCY shall have the right to inspect during regular business hours all equipment and space occupied by the STATE and the MANAGER with respect to safety and sanitary conditions.

7. The STATE shall cause the MANAGER to obtain and maintain in force throughout the duration of this PERMIT a General Hazard and Comprehensive Public Liability Insurance Policy having coverage limits of not less than \$2,000,000 naming the HOST AGENCY as an additional insured with respect to injuries to persons or property arising out of the operation of the retail facility, with a 30 day written notice of cancellation.

8. The STATE shall cause the MANAGER to abide by the terms and conditions set forth in this agreement and the policies of the STATE for the operation of retail facilities as set forth in the Handbook for Vending Facility Operators.

9. Except for reasons beyond the STATE's control, the STATE shall give thirty (30) days notice to the HOST AGENCY of the STATE's intent to transfer, replace or remove the assigned MANAGER.

10. Neither this Agreement nor any interest hereunder nor any claim hereunder shall be transferred or assigned by the STATE or HOST AGENCY to any other party or parties unless the STATE or HOST AGENCY has prior permission in writing from the STATE or HOST AGENCY.

11. Any additional terms and conditions applicable to this retail facility are included in Attachment D.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date first above written.

Host Agency

By: _____

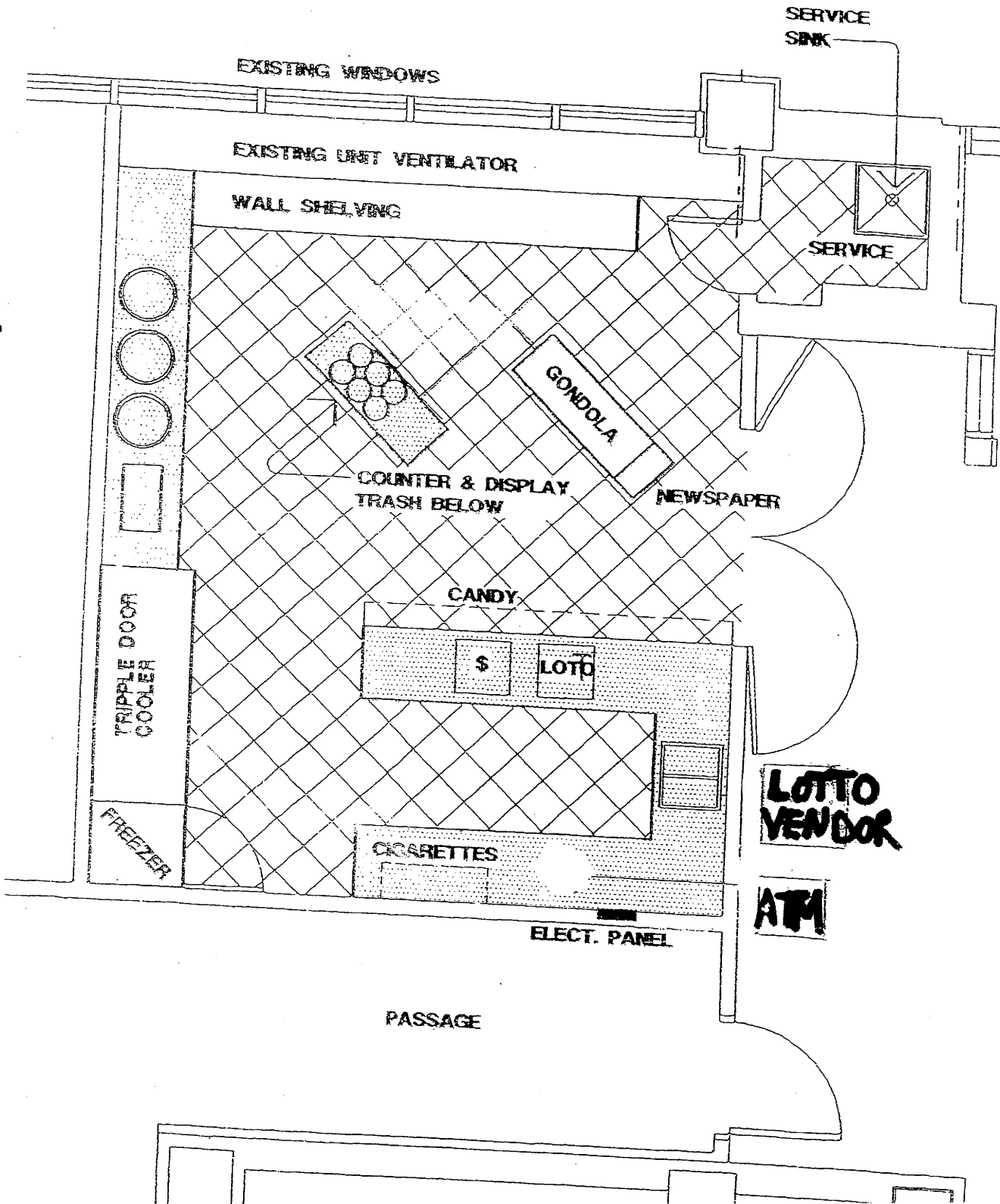
Title: _____

STATE OFFICE OF CHILDREN AND FAMILY SERVICES
COMMISSION FOR THE BLIND AND VISUALLY HANDICAPPED

By: *Patsy Gray*
Assistant Commissioner

Approved As To Form
OF HICKORY COUNTY ATTORNEY
By: *[Signature]*

ATTACHMENT A
Floor Plan



ATTACHMENT B
State-owned/leased Equipment

NEWSSTAND :

Cash register
Cashier counter
Display racks
Safe
Counter display refrigerator
Popcorn popper
Hot dog roller grill
Countertop cooker / warmer / server.
Pizza merchandiser
Refrigerator/freezer combo
Microwave oven (2) and Storage Cabinet
Condiment/microwave oven stand (2)
Wire shelving
Cart
Surveillance system

LOBBY

NYS Lottery Vendor

ATM

<u>COUNTY BUILDING-3rd Floor</u>	<u>COURTHOUSE- 1st Floor</u>	<u>COURTHOUSE –Jury Room</u>
3 Soda Vending Machines	3 Soda Vending Machines	1 Soda Vending Machine
1 Snack Vendor	1 Snack Vendor	1 Snack Vendor
1 Lottery Vendor		

ATTACHMENT C
Approved Merchandise

Fresh and pre-packaged Pastry

Prepackaged snacks

Prepackaged sandwiches, salads, soup and other foods

Greeting cards

Ice cream novelties

Fresh Popped Pop Corn

Bottled/Canned Beverages

Lotto/Lottery

Sundry items

Health and beauty Aides

Tobacco products

Candy, gum etc.

Magazines

Newspapers

Pizza

Hot dogs

Fresh Coffee/Tea/Cappuccino

ATTACHMENT D
Other Terms and Conditions

NONE

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Oneida County Department of Public Works

ANTHONY J. PICENTE JR.
County Executive

DENNIS S. DAVIS
Commissioner

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

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

RECEIVED
ONEIDA COUNTY LEGISLATURE
2010 JUN 24 AM 11:01

June 15, 2010

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

FN 20 10 - 274

PUBLIC WORKS

WAYS & MEANS

Dear County Executive Picente,

Proposals to prepare plans and specifications for Phase 2 of Oneida County's 2010 bridge and structure replacement/rehabilitation program were received on May 6, 2010. Phase 2 of the 2010 bridge and structure replacement/rehabilitation program is broken down into the following groups.

Contract No. 10-3

1. Replacement of BIN 2206360, Tannery Road over Canada Creek, Town of Rome
2. Replacement of BIN 3310540, Cemetery Road over W. Br. Fish Creek, Town of Camden
3. Replacement of BIN 3311300, Preston Hill Road over Little River, Town of Vienna

Contract No. 10-4

1. Rehabilitation of BIN 3310400, Coal Hill Road over Fall Brook, Town of Annsville
2. Rehabilitation of BIN 3310820, Sanger Hill Road over Oriskany Cr., Town of Marshall

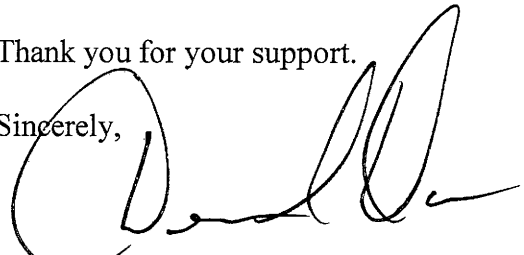
Funding will be provided through Capital Project H-374.

On May 12, 2010, the Oneida County Board of Acquisition and Contract accepted a proposal from Shumaker Consulting Engineering for \$96,900.00 to prepare plans and specifications for Contract No. 10-3 and a proposal for \$61,200.00 to prepare plans and specifications for Contract No. 10-4.

Please consider the enclosed contract with a total fee of \$158,100.00 for the above mentioned services at your earliest convenience. If acceptable, please forward to the Oneida County Board of Legislators for further consideration.

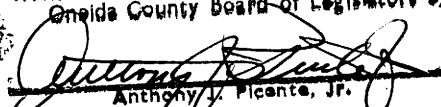
Thank you for your support.

Sincerely,


Dennis S. Davis
Commissioner of Public Works

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

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


Anthony J. Picente, Jr.
County Executive

Date 6/23/10

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Oneida County Department: Public Works

Competing Proposal X
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators Contract Summary

Name of Proposing Organization: **Shumaker Consulting Engineering**
430 Court Street
Utica, NY 13502

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

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

Summary Statements:

1) Narrative Description of Proposed Services:

Prepare plans and specification for the following bridge reconstruction/rehabilitation projects.

Contract No. 10-3

1. Replacement of BIN 2206360, Tannery Road over Canada Creek, Town of Rome
2. Replacement of BIN 3310540, Cemetery Road over W. Br. Fish Creek, Town of Camden
3. Replacement of BIN 3311300, Preston Hill Road over Little River, Town of Vienna

Contract No. 10-4

1. Rehabilitation of BIN 3310400, Coal Hill Road over Fall Brook, Town of Annsville
2. Rehabilitation of BIN 3310820, Sanger Hill Road over Oriskany Cr., Town of Marshall

2) Program/Service Objectives and Outcomes:

3) Program Design and Staffing Level:

N/A

Total Funding Requested: **\$158,100.00**

Oneida County Department Funding Recommendation: **\$158,100.00**

Account # **H-374**

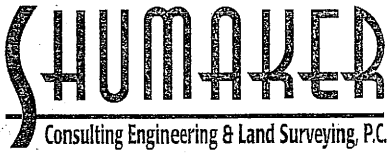
Proposed Funding Source: Federal _____ State _____ County 100%

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

Past Performance Data: **N/A**

Oneida County Department Staff Comments

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May 19, 2010

Mr. Mark E. Laramie, P.E.
Deputy Commissioner, Division of Engineering
Oneida County Department of Public Works
6000 Airport Road
Oriskany, New York 13424

**Re: Replacement of Various Bridges and Structures,
Contract 10-3 and Contract 10-4
County of Oneida, New York**

Dear Mr. Laramie:

Shumaker Consulting Engineering & Land Surveying, P.C. (SCE) is pleased to submit this proposal for consulting services for the referenced project. The following are the SCE Project Understanding, Scope of Services, Project Schedule and Compensation with Standard Terms and Conditions.

I. PROJECT UNDERSTANDING

SCE understands that the purpose of this project is to provide professional services, consisting of engineering design, environmental permitting, and construction support for the rehabilitation and/or replacement of various bridges and structures in Oneida County.

Engineering design services will consist of preliminary and final design services. Preliminary design will involve the gathering of site data, survey and mapping, subsurface investigation, hydraulic analysis, preliminary plans, preliminary cost estimates, and environmental permits. Final design will involve the preparation of detailed plans, including design computations, preparation of bid documents, and assistance to County during bidding.

Environmental permitting services will consist of a New York State Department of Environmental Conservation (NYSDEC) joint permit application package on behalf of the County for submission to NYSDEC & the United States Army Corps of Engineers (USACOE). It is assumed that no individual permits will be required.

Construction support services will consist of review and approval of shop drawings and construction material specifications, interpretation and clarification of contract plans and specifications, required field visits, and addressing unanticipated or changed field conditions during construction. Construction support services will be limited to an allowance of \$5,000 per structure as directed by Oneida County.

CONTRACT NO. 10-3

A. Replacement of BIN 2206360, Tannery Road over Canada Creek, Town of Rome

According to the latest bridge inspection and a site visit performed by SCE personnel, this single span bridge has a General recommendation of "4" which is used to shade

BINGHAMTON OFFICE

143 Court Street
Binghamton, NY 13901
607-798-8081 • Fax 798-8186

UTICA OFFICE

430 Court Street, Suite 200
Utica, NY 13502
315-724-0100 • Fax 724-3715

ALBANY OFFICE

1510 Central Avenue, Suite 330
Albany, NY 12205
518-452-5730 • Fax 452-9230

SYRACUSE OFFICE

7900 Davis Road North, Suite 200
Clay, NY 13041
315-699-4752 • Fax 699-5462

between serious deteriorations or not functioning as originally designed with minor deterioration. The water way opening has a recommendation rating of "4".

SCE proposes replacing the bridge with a curbless superstructure consisting of prestressed concrete deck units and integral concrete abutments founded on piles. This proposal is based primarily on the inspection recommendations, the span length, and the road classification.

A prestressed concrete deck unit superstructure is ideal for this bridge because it will have less beam depth and; therefore, provide a larger hydraulic opening. Low construction cost, as well as short construction time, is also a primary consideration for this type of structure. However, client specified bridge types and materials can easily be considered and evaluated.

B. Replacement of BIN 3310540, Cemetery Road over West Branch Fish Creek, Town of Camden

According to the latest bridge inspection and a site visit performed by SCE personnel, this single span bridge has a General recommendation of "5," which is functioning as originally designed with minor problems. The water way opening has a recommendation rating of "5," and the bridge is posted for 22 tons.

SCE proposes replacing the bridge with a curbless superstructure consisting of prestressed concrete deck units and soldier pile wall abutments with precast concrete lagging. This proposal is based primarily on the inspection recommendations, the span length, and the road classification.

A prestressed concrete deck unit superstructure is ideal for this bridge because it will have less beam depth and; therefore, provide a larger hydraulic opening. Low construction cost, as well as short construction time, is also a primary consideration for this type of structure. Due to the nature of the creek hydrology a soldier pile wall is a good fit. However, client specified bridge types and materials can easily be considered and evaluated.

C. Replacement of BIN 3311300, Preston Hill Road over Little River, Town of Vienna

According to the latest bridge inspection and a site visit performed by SCE personnel, this single span bridge has a General recommendation of "5," which is functioning as originally designed with minor problems. The water way opening has a recommendation rating of "4," and superstructure recommendation rating of "4"

SCE proposes replacing the superstructure with prestressed concrete deck units and resurfacing the substructure. This proposal is based primarily upon the inspection recommendations, the span length, and the road classification.

A prestressed concrete deck unit superstructure is ideal for this bridge because it will have less beam depth, and therefore provide a larger hydraulic opening. Low construction cost, as well as short construction time is also a primary consideration for this type of structure.

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CONTRACT NO. 10-4

A. Rehabilitation of BIN 3310400 Coal Hill Road over Fall Brook, Town of Annsville

According to the latest bridge inspection and a site visit performed by SCE personnel, this single span bridge has a General recommendation of "5," which is functioning as originally designed with minor problems. The water way opening has a recommendation rating of "4."

SCE proposes replacing the bridge with a curbless superstructure consisting of prestressed concrete deck units founded on concrete abutments. This proposal is based primarily on the inspection recommendations, the span length, and the road classification.

A prestressed concrete deck unit superstructure is ideal for this bridge because it will have less beam depth and; therefore, provide a larger hydraulic opening. Low construction cost, as well as short construction time, is also a primary consideration for this type of structure.

B. Rehabilitation of BIN 3310820 Sanger Hill Road over Oriskany Creek, Town of Marshall

According to the latest bridge inspection and a site visit performed by SCE personnel, this single span bridge has a General recommendation of "5," which is functioning as originally designed with minor problems. The water way opening has a recommendation rating of "4."

SCE proposes replacing the 2-span bridge with a simple span curbless superstructure consisting of prestressed concrete deck units founded on concrete abutments. This proposal is based primarily on the inspection recommendations, the span length, and the road classification.

A prestressed concrete deck unit superstructure is ideal for this bridge because it will have less beam depth and; therefore, provide a larger hydraulic opening. Low construction cost, as well as short construction time, is also a primary consideration for this type of structure.

II. SCOPE OF SERVICES

CONTRACTS NO. 10-3 & NO. 10-4

A. Implementation

1. Scoping Meeting

SCE will confer with the County to arrive at a mutual understanding of the scope of the project.

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2. Site Inspection

SCE will review existing data and visit the site for the purpose of familiarizing the project team with the site.

SCE will analyze two (2) design alternatives and submit results to the County for review and selection.

3. Design Survey

SCE will provide terrain data required for design by means of a topographic field survey. This will include the roadway, the stream, banks, embankments, and any other identifiable features within the project limits. Utilities, above & below ground, shall be located and recorded.

SCE proposes the following:

- a. Topographic Data: 100 feet each side of the bridge along the highway.
- b. Bandwidth: 60 feet (approximately 30 feet each side from centerline of existing roadway).
- c. Roadway cross-sections will be taken at 30 to 45 foot intervals.
- d. Stream cross-sections at 100 feet, 200 feet, and 300 feet each side.

GPS methods and equipment may be used to establish local control points. Horizontal and vertical project controls will be based on assumed datum.

4. Design Mapping

SCE will provide design mapping using AutoCAD platform in English Units at 1"= 20' scale (with 1.0 foot contour intervals).

5. Subsurface Investigation

SCE will develop a scope of work for the subsurface soil investigation and will solicit fee proposals from qualified drilling firms to provide soil boring and geotechnical services for this project. SCE will award the geotechnical work to the qualified low bidder.

It is assumed that two (2) soil borings, advanced to 60 feet or refusal, will be required at each bridge site (except BIN 3311300). SCE will review the soil boring logs, provided by the drilling company, and select a foundation to be used at each site.

A foundation design report will not be prepared.

B. Design Development

1. Alternative Verification

SCE will verify design alternative selected by the County.

2. Preliminary Plans & Specifications

- a. 1" = 20' plans showing (as a minimum) stationed centerlines, roadway geometrics, major drainage features, construction limits, cut and fill limits, existing highway boundaries, boring locations, hydraulic data, and general notes.
- b. Profiles at a scale of 1" = 20' horizontal and 1" = 10' vertical showing (as a minimum) the vertical datum reference, significant elevations, existing ground line, theoretical grade line, grades, vertical curve data including sight distances, critical clearances at structures, centerline stations and equalities, construction limits, and superelevation data.
- c. Typical bridge and roadway sections.
- d. Typical sections showing (as a minimum) lane and shoulder widths, ditches, gutters, curbs, railings, and side slopes.

3. Preliminary Estimate of Probable Cost

SCE will prepare an itemized preliminary estimate of construction costs and submit a copy to the County (with the preliminary plans).

SCE will update the estimate periodically to incorporate significant design changes.

4. Comment Resolution

SCE will review and incorporate comments and revisions into the design.

5. Permits and Approvals

SCE will prepare the USACE/NYSDEC Joint Permit Application package on behalf of the County for submission to the NYSDEC and USACE. It is assumed that the project will be authorized under a USACE Section 404 Nationwide Permit and a blanket Section 401 Water Quality Certification. In order to complete the permit package, SCE will perform a site visit to flag/survey the ordinary high water elevation of each stream, screen for potential wetlands and identified threatened/endangered species habitat, and take representative photographs. It is assumed that NYSDEC Freshwater Wetlands are present within the Preston Hill Road over Little River and Cemetery Road over the West Branch of Fish Creek project areas. The portions of the wetlands that exist within the project area will be delineated in accordance with the USACE 1987 Manual and the Interim Northeast Regional Supplement. A brief Wetland Delineation Report will be prepared in

accordance with USACE guidance. A NYSDEC Article 24 Freshwater Wetlands Permit is anticipated to be required for work at these two (2) locations. Based on a preliminary review of NYSDEC Wetlands Mapping for the Tannery Road over Canada Creek project area, bridge work may affect land within the 100-foot buffer of a NYSDEC-regulated wetland and; therefore, may also require coverage under an Article 24 Permit. SCE will submit a review request to the NYSDEC Natural Heritage Program for review with regard to threatened and endangered species. A project review package will also be submitted to the New York State Office of Parks Recreation and Historic Preservation to obtain a "No Effect" letter with regard to impact upon historic and archeological resources. Coordination with these agencies is necessary to obtain the applicable permits.

6. Right-of-Way (ROW)

No ROW acquisition survey and mapping services are included in this proposal. If required, ROW acquisition survey and mapping will be added as a supplemental agreement..

It is anticipated that the existing ROW(s) are a width of 3 rods. Tax maps and available records (such as existing plans) will be reviewed to confirm ROW width and placement.

The County will negotiate with property owners for the right to enter their properties during construction. It is assumed that SCE will not prepare any mapping for this task.

C. Comments, Revisions, and Final Review

1. Submittal

SCE will submit drawings and specifications for approval to concerned agencies.

2. Comment Resolution

SCE will review and incorporate comments and revisions into the design. SCE assumes one (1) comment revision period.

3. Detailed Estimate of Probable Cost

SCE will provide a detailed estimate of probable cost.

4. Information

SCE will provide the following: calculations, hydraulic analysis, boring logs, and ASCII survey coordinate file.

The plans may include, but are not limited to, the following contract sheet drawings:

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- a. Title Sheet
- b. Index and Legend
- c. General Notes
- d. Estimate of Quantities
- e. Typical Sections
- f. Maintenance Protection Traffic
- g. Survey Baseline Ties
- h. Miscellaneous Tables & Details
- i. Erosion and Sediment Control Plan
- j. Bridge Plans
- k. Bar Lists
- l. Soil Boring Logs

D. Bid Documents

1. SCE will prepare a complete package of bid-ready contract documents stamped and signed by a Professional Engineer registered with the State of New York. The package will include:
 - a. Instructions to bidders.
 - b. Bid documents.
 - c. Contract language, including applicable federal provisions and prevailing wage rates.
 - d. Special notes.
 - e. Specifications.
 - f. Plans.
 - g. A list of supplemental information available to bidders (i. e., subsurface exploration logs, record as-built plans, etc.).
 - h. Other pertinent information.
2. SCE will deliver original manuscripts and drawings to the County within ten (10) business days after final review of preliminary drawings.
3. SCE will provide two (2) CDs containing the entire bid document (plans & specifications) in Adobe Acrobat (.pdf) format.

E. Public Bidding

1. The County shall reproduce and distribute all construction documents.
2. SCE shall assist in the bidding process by addressing questions submitted by bidders and provide addendums when required.
3. SCE will analyze the bid results, tabulate the bids, and recommend the qualified low bidder to the County.

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F. Construction Phase

1. Construction Observation

If requested, Construction Observation will be performed under a separate agreement.

2. Construction Phase Services

SCE will perform required site visits during construction. Additionally, SCE will address questions related to the contract documents, perform submittal review and approval, and provide additional services as requested through a contingency fund of \$5,000 per structure. Fees for these services will be based on SCE's hourly billing rate, schedule, and direct costs.

G. Record Drawings

1. Project Files

SCE will provide the County job notes, directives, change orders, and other pertinent data to fully describe all changes to the original plans and specifications.

2. Record Drawings

SCE will revise original drawings to depict the "as-built" condition of the project and deliver to the County copies of the Record Drawings on 4 mil, double matte, polyester film. Record Drawings will also be submitted electronically in AutoCAD version 2002 or 2010 format.

CONTRACTS NO. 10-3 & NO. 10-4

A. Project Assumptions

1. This project will be designed in conformance with NYSDOT standards and the County's requirements. Other agencies (NYSDEC & USACE) requirements will be reflected in the design.
2. For the estimates of probable cost, SCE has assumed that construction will be entirely by contract.
3. SCE assumes this project will disturb less than one (1) acre of land at each site and; therefore, is not subject to a SPDES General Permit (GP-02-01) for Stormwater Discharges from Construction Activities.
4. SCE assumes there will be no permanent wetland impacts in excess of 0.10 acre and; therefore, compensatory mitigation will not be a requirement to obtain the USACE Section 404 Nationwide permit. The NYSDEC may require the County to initiate some form of mitigation for even minor,

temporary impacts such as a litter cleanup effort, or work within the adjacent 100-foot buffer. It is assumed that the County would be willing to initiate this type of mitigation effort if necessary.

5. It is assumed that an on-site Jurisdictional Determination Site Walk with the USACE will not be necessary. It is assumed that SCE will prepare and submit a Preliminary Jurisdictional Determination Form with the permit application package.
6. It is assumed that SCE will complete the Short Environmental Assessment Form for all projects requiring a NYSDEC Freshwater Wetlands Permit.
7. All work will be performed in AutoCAD file format using English Units.
8. It is assumed that the State Historic Preservation Office (SHPO) will issue a letter of "No Effect" and Phase 1 and Phase 2 Cultural Resource Surveys will not be necessary.
9. It is assumed that Endangered and Threatened Species Surveys will not be required.
10. It is assumed that the County will publish any notices required by the NYSDEC. Additionally, it is assumed that the County will submit a check to cover costs associated with the NYSDEC Article 24 Freshwater Wetlands Permit.
11. It is assumed that SCE will not be performing asbestos and lead investigations, sampling, or testing. Provisions regarding asbestos will be provided in the contract documents and will be the responsibility of the contractor.
12. It is assumed that no public hearing or information meeting will be required.
13. Bid advertisement will be prepared by the County and will be placed in any newspaper(s) and/or publication(s) by the County.
14. This project is expected to be constructed during the 2011 construction season.
15. This project is assumed to be a Class II Action under USDOT Regulations, 23 CFR 771. Classification under the New York State Environmental Quality Review Act (SEQRA) Part 617, Title 6 of the Official Compilation of Codes, Rules, and Regulations of New York State (6 NYCRR Part 617) is assumed to be Type II.
16. The County will provide SCE with the following information:
 - a. Accident records and history.
 - b. Most recent bridge inspection and condition report.
 - c. Available site studies and reports.

- d. Other relevant documents pertaining to the project.
- 17. SCE assumes tax maps and current reputed property owner information will be provided by the County.
- 18. SCE assumes the roadway boundary is a 3-rod width (49.5').
- 19. No boring survey will be provided.
- 20. No wetland survey or mapping will be required.
- 21. No Right-of-Way survey and maps will be provided.
- 22. No properties will require title searches.
- 23. No Design Report will be prepared.
- 24. It is assumed that a supplemental survey will not be required.
- 25. Additional assumptions are found above in various parts of this Scope of Services.

B. Project Schedule

Implementation	05/2010
Design Development	06/2010
Comments, Revisions, and Final Review	07/2010
Bid Documents	08/2010
Public Bidding	08/2010
Construction Phase	08/2010
Record Drawings	10/2010

C. Key Staff Workload & Firm Availability

SCE is prepared to provide the services requested or required under the proposed agreement in a timely manner. SCE believes that quality begins with the assignment of experienced, qualified people to provide the required services. Each member of the staff is responsible for the quality of the work being performed. Staff members are knowledgeable in their assigned work tasks and their efforts are coordinated and supervised by Joseph Bayer, P.E. Firm Partner, and Project Manager, Tamer Osman, P.E. will be the Project Engineer and Designer. Younes Drihmi, Engineering Technician, will provide CAD support (see enclosed resumes). Furthermore, SCE has established policies and procedures, including detailed checking and peer reviews, to

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provide quality control and assurance throughout the duration of the project. SCE also recognizes that frequent and effective communication is the key to good project coordination, schedule control, and high-quality performance.

Joseph Bayer, P.E., Project Manager Current Utilization = 20%
Tamer Osman, P.E., Project Engineer Current Utilization = 50%
Younes Drihmi, Engineering Technician Current Utilization = 50%

Shumaker Consulting Engineering & Land Surveying, P.C., is available immediately to commence initial tasks and complete the projects according to the proposed project schedule.

III. COMPENSATION AND METHOD OF PAYMENT

Compensation for engineering services covered by this Agrément shall be paid a Lump Sum Fee as defined below: (These Lump Sum Fees include a \$5,000 Contingency Fee for the Construction Fee for each individual structure):

A. CONTRACT No. 10-3

1. Replacement of BIN 2206360, Tannery Road over Canada Creek, Town of Rome.
2. Replacement of BIN 3310540, Cemetery Road over West Branch Fish Creek, Town of Camden.
3. Replacement of BIN 3311300, Preston Hill Road over Little River, Town of Vienna.
4. Total Lump Sum: Ninety-Six Thousand Nine Hundred Dollars (\$96,900.00).

B. CONTRACT No-10-4

1. Replacement of BIN 3310400 Coal Hill Road over Fall Brook, Town of Annsville.
2. Replacement of BIN 3310820 Sanger Hill Road over Oriskany Creek, Town of Marshall.
3. Total Lump Sum: Sixty-One Thousand Two Hundred Dollars (\$61,200.00).

C. Payment Schedule

SCE shall submit a bill on the basis of work completed. The following schedule of values shall apply:

1. Implementation, Design Development & Final Review: 60%
 2. Bid Documents and Public Bidding: 30%
 3. Record Drawings: 10%
 4. Construction Phase (paid on an hourly rate basis as shown in Schedule A)
- A \$5,000 contingency per individual structure is included. Contingency funds not used will be credited to the County.

Payment to SCE shall be made by the County upon receipt of SCE's invoice. Invoices presented will indicate costs in summary form. If the County identifies an item in the invoice which appears to be in error, the County may withhold the amount in question, pay the balance of the invoiced amount, and provide SCE with a statement concerning the questioned item within 60 calendar days after receipt of the invoice. The questioned item will be re-invoiced if subsequently substantiated or found to be in accordance with this Agreement. Alternately, the County may pay the full amount of the invoiced amount and provide a statement of the questioned item. If appropriate, adjustment will be made in the next subsequent invoice submitted by SCE.

If the County fails to make any payment due SCE for services and expenses, including amounts improperly withheld, within sixty (60) days from the date of SCE's invoice; the amounts due SCE shall include a charge at the lesser of the applicable maximum legal rate of interest or 1.5% per month from such sixty (60th) day. In addition, SCE may, after giving seven (7) days' written notice to the County, suspend services under this Agreement until the amounts due for services and expenses are paid in full. Should any amount due and owing SCE be referred for collection, the County agrees to pay SCE's reasonable attorneys' fees and associated collection costs.

D. Additional Services

SCE shall supply such additional services as requested by the County and agreed to by SCE in connection with the Project. Where SCE provides additional services authorized by the County's designated representative, those services shall be reimbursed to SCE at SCE's current rate schedule. An alternate method of compensation may be established by prior written agreement of both parties. Services so authorized shall subsequently be documented by a formal, written change order or amendment to this Agreement increasing compensation accordingly.

E. Insurance

SCE shall procure and maintain throughout the period of service such insurance as will protect it from claims under workman's compensation acts, claims for damages because of bodily injury, sickness or disease, or death of any of its employees or of any person other than its employees, and from claims for damages because of injury to or destruction of property including loss of use resulting there from.

The types and minimum amount of insurance are as follows:

1. Comprehensive General Liability Insurance

The minimum limits of liability for this insurance shall be as follows:

Bodily Injury Liability

<u>Each Occurrence</u>	<u>Aggregate</u>
\$1,000,000	\$1,000,000

Property Damage Liability

<u>Each Occurrence</u>	<u>Aggregate</u>
\$1,000,000	\$1,000,000

The above required Comprehensive General Liability Insurance shall name the ENGINEER as an additional insured.

2. Comprehensive Automobile Liability Insurance

The Comprehensive Automobile Liability policy shall cover owned, non-owned, and hired vehicles with minimum limits as follows:

Combined Single Limit - \$1,000,000

3. Workers' Compensation and Employers' Liability Insurance

Workers' Compensation Insurance shall be provided in accordance with the requirements of the laws of New York State and shall include an endorsement to extend coverage to any state which may be interpreted to have legal jurisdiction. Employers' Liability Insurance shall be provided with a limit of liability of not less than \$100,000 for each accident.

4. Professional Liability

SCE shall also procure and maintain professional liability insurance that will protect it from claims arising out of the performance of its services which may be caused by error, omission, or negligent act for which it is legally liable in an amount not less than \$1,000,000 per occurrence and \$1,000,000 aggregate.

Before commencing the work, SCE shall furnish the County certificate(s) of insurance showing compliance with this article. General Liability certificate(s) shall name the County as additional insured. All certificates shall provide for a 30-day notice, in writing, of cancellation.

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IV. STANDARD TERMS AND CONDITIONS

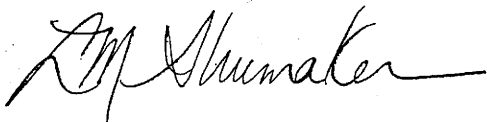
Please refer to the attached Standard Terms and Conditions.

If this proposal is satisfactory to you, please sign five (5) copies of this letter in the space provided and return one (1) to this office, which will be our authorization to proceed.

Thank you for the opportunity to submit this proposal.

Very truly yours,

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



L. M. Shumaker., P.E.
President

TO/jmp

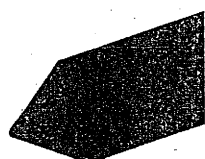
Enclosures

ACCEPTED AND APPROVED

By: _____

Title: _____

Date: _____



STANDARD TERMS AND CONDITIONS

Shumaker Consulting Engineering & Land Surveying, P.C. (SCE) shall perform the services outlined in this agreement for the stated fee arrangement.

Access To Site: Unless otherwise stated, SCE will have access to the site for activities necessary for the performance of the services. SCE will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

Dispute Resolution: Any claims or disputes made during design, construction, or post-construction between County of Oneida and SCE shall be submitted to non-binding mediation. County of Oneida and SCE agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers, and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

Billing/Payments: Invoices for SCE's services shall be submitted on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, SCE may, without waiving any claim or right against County of Oneida and without liability whatsoever to County of Oneida terminate the performance of the service. Retainers shall be credited on the final invoice.

Late Payments: Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5 percent (or the legal rate) on the term unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, County of Oneida shall pay all costs of collection, including reasonable attorney's fees.

Indemnifications: County of Oneida, shall, to the fullest extent permitted by law, indemnify and hold harmless SCE, his or her officers, directors, employees, agents, and subconsultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, to the extent arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities, or costs to the extent such are attributable to the negligence or willful misconduct of SCE and subcontractors/subconsultants.

Certifications: Guarantees and Warranties: SCE shall not be required to execute any document that would result in its certifying, guaranteeing, or warranting the existence of conditions whose existence SCE cannot ascertain.

Limitation of Liability: In recognition of the relative risks, rewards, and benefits of the project to both County of Oneida and SCE, the risks have been allocated such that County of Oneida agrees that, to the fullest extent permitted by law, SCE's total liability to County of Oneida for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes to the extent not covered by SCE's insurance shall not exceed the total compensation in this agreement. Such causes include, but are not limited, to SCE's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

Termination of Services: This agreement may be terminated by County of Oneida or SCE should the other fail to perform its obligations hereunder. In the event of termination, County of Oneida shall pay SCE for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership of Documents: All documents produced by SCE under this agreement shall remain the property of SCE and may not be used by County of Oneida, for any other endeavor without the written consent of SCE.

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

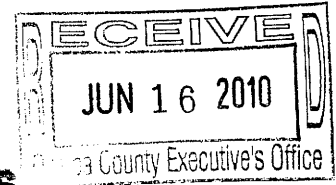
GAYLE D. JONES, PHD, MPH, CHES
DIRECTOR OF HEALTH

ADMINISTRATION

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

June 16, 2010

FN 20 10-275



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

**PUBLIC HEALTH
WAYS & MEANS**

Dear Mr. Picente:

The *Early Intervention Program* is mandated by the State in response to federal law to ensure children under 3 years of age with a diagnosed disabling condition, developmental delay or suspected developmental delay and their families receive needed and appropriate services.

The Health Department has been provided supplemental funding for local administration of the Early Intervention Program under the American Recovery and Reinvestment Act of 2009 (ARRA) for the period October 1, 2009 – September 30, 2011 in the amount of \$92,526. Of this amount we have earmarked \$26,425 to be added to our current 2010 budget.

To account for this award we are requesting the following supplemental appropriation for the 2010 fiscal year.

To: A4059.211 – Office Equipment.....	\$13,500
A4059.411 – Office Supplies.....	1,000
A4059.413 – Rent/Lease – Equipment.....	925
A4059.491 – Other Materials & Supplies.....	1,000
A4059.495 – Other Expenses.....	10,000
Total:	\$26,425

ONEIDA COUNTY HEALTH DEPARTMENT
2010 JUN 24 AM 10:57

This appropriation will be supported by revenue in A4451 – Federal Aid – Early Intervention for \$26,425.

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

Sincerely,

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

Cc: T. Keeler, Director of Budget

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

Anthony J. Picente, Jr.
County Executive

Date 6/22/10

ONEIDA COUNTY DEPARTMENT OF HEALTH

Date: 06-16-10

ONEIDA COUNTY BOARD OF LEGISLATORS

APPROPRIATION / SUMMARY

Appropriation X
Transfer
Fiscal Year 2010

1.) Appropriation or Transfer Description –

Cost Center: Pubic Health- Early Intervention / 4059

To: Office Equipment -	13,500
Office Supplies -	1,000
Rent/Lease - Equipment –	925
Other Materials & Supplies –	1,000
Other Expenses	10,000

2.)Activity or Service –

Funds will be use to support local administration of the Early intervention Program.

Allowable uses of these funds include hiring temporary staff; non-personal expenses such as equipment, hardware, software and supplies to support administration of the program and new contracts and consultant agreements that help to support the range of administration and management activities of the statewide Early Intervention Program.

3.)Client population to be served –

Children under 3 years of age with a diagnosed disabling conditions, developmental delay or suspected developmental delay and their families.

Explanation of Appropriation /Transfer –

This is supplemental funding under the American Recovery and Reinvestment Act of 2009 (ARRA) which was not anticipated when constructing our 2010 budget.

5.) Funding Source –

ARRA Funding

Oneida County Department Staff Comments:

Appropriation to be used to procure office furniture (desks, cabinets and chairs), giveaways, and translation/clerical services.

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ONEIDA COUNTY



DEPARTMENT OF FINANCE

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

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

June 17, 2010

FN 20 10 - 276

RECEIVED
ONEIDA COUNTY LEGISLATURE
2010 JUN 24 AM 11:00

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

INTERNAL AFFAIRS

WAYS & MEANS

Dear Mr. Picente:

Enclosed, please find a proposed resolution regarding the semi-annual report on Mortgage Tax Receipts.

Please submit this to the Board of Legislators for their approval on or before July 14, 2010.

Very truly yours,

Anthony Carvelli
Commissioner of Finance

AC/bad

Enclosure

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

Anthony J. Picente, Jr.
County Executive
Date 6/22/10

cc: Mikale Billard, Clerk of the Board

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NEW YORK STATE MORTGAGE TAX SEMI-ANNUAL REPORT

RECEIVED

COUNTY OF Oneida County FOR THE PERIOD OF October 2009 THROUGH

March 2010

APR 19 2010

TAX RATE: 0.9089240810 COMMISSIONER OF FINANCE

ONEIDA COUNTY

BASIC TAX DISTRIBUTED

TREASURER

ALL OTHER TAXES DISTRIBUTED

Months	BASIC TAX DISTRIBUTED					TREASURER			ALL OTHER TAXES DISTRIBUTED			
	1 Basic tax collected	2 Interest received by recording officer	3 Recording Officer's expense	4 Refunds or adjustments	5 Amount paid treasurer (Col 1 + Col 2 - Col 3 - Col 4)	6 Interest received by Treasurer	7 Treasurers expense	8 Tax districts share (Col 5 + Col 6 - Col 7)	9 Local Tax	10 Additional Tax CNY	11 Special assistance fund	12 Special additional tax SONYMA
Oct	251,713.27	9.10	17,376.16	0.00	234,346.21	0.00	0.00	234,346.21		104,302.63		102,931.29
Nov	185,523.43	52.27	17,529.69	0.00	168,046.01	0.00	0.00	168,046.01		73,907.10		71,923.88
Dec	200,507.88	7.03	17,505.80	0.00	183,009.11	0.00	0.00	183,009.11		80,590.39		78,692.14
Jan	158,958.19	6.07	17,760.93	0.00	141,203.33	0.00	0.00	141,203.33		62,396.16		56,259.32
Feb	149,499.99	4.76	17,757.83	0.00	131,746.92	0.00	0.00	131,746.92		58,487.23		52,741.24
Mar	204,475.50	9.54	17,949.11	0.00	186,535.93	991.67	0.00	187,527.60		83,011.36		70,723.84
Apr												
May												
Jun												
Jul												
Aug												
Sep												
Totals	1,150,678.26	88.77	105,879.52	0.00	1,044,887.51	991.67	0.00	1,045,879.18		462,694.87		433,271.71

James P. Albrecht Recording Officer

James Curran Treasurer

PART II

Distribution Statement
 (Columns 1 through 5) The "Taxes collected" shown in column 2 were produced by mortgages covering real property in the respective tax districts. Additions and deductions to make adjustments and correct errors are recorded in column 3 and 4, respectively. Authority for these additions and deductions is given by the orders of the Taxation Department noted on the bottom of this part.

Credit Statement
 (Column 6) This column is the net amount due to each tax district for which the Board of Supervisors shall issue its warrant or warrants.

MUNICIPALITY	2 Taxes Collected	3 *Additions	4 *Deductions	5 Taxes Adj. Corr	6 Amount Due Tax District
ANNSVILLE	4,507.50	0.00	0.00	4,507.50	4,096.98
AUGUSTA	13,011.04	0.00	0.00	13,011.04	11,826.05
AVA	1,504.00	0.00	0.00	1,504.00	1,367.02
BOONVILLE	15,887.00	0.00	0.00	15,887.00	14,440.08
BRIDGEWATER	7,732.69	0.00	0.00	7,732.69	7,028.43
CAMDEN	38,281.56	0.00	0.00	38,281.56	34,795.03
DEERFIELD	37,980.00	0.00	0.00	37,980.00	34,520.94
FLORENCE	3,115.50	0.00	0.00	3,115.50	2,831.75
FLOYD	15,108.65	0.00	0.00	15,108.65	13,732.62
FORESTPORT	17,733.50	0.00	0.00	17,733.50	16,118.41
KIRKLAND	70,035.00	0.00	0.00	70,035.00	63,656.50
LEE	35,141.50	0.00	0.00	35,141.50	31,940.96
MARCY	55,788.85	0.00	0.00	55,788.85	50,707.83
MARSHALL	13,367.00	0.00	0.00	13,367.00	12,149.59
NEW HARTFORD	181,215.74	0.00	0.00	181,215.74	164,711.35
PARIS	30,617.50	0.00	0.00	30,617.50	27,828.98
REMSEN	12,100.50	0.00	0.00	12,100.50	10,998.44
ROME	119,121.78	0.00	0.00	119,121.78	108,272.65
SANGERFIELD	15,541.00	0.00	0.00	15,541.00	14,125.59
STUBEN	5,681.50	0.00	0.00	5,681.50	5,164.05
TRENTON	31,864.50	0.00	0.00	31,864.50	28,962.41
UTICA	145,527.34	0.00	0.00	145,527.34	132,273.30
VERNON	57,894.43	0.00	0.00	57,894.43	52,621.64
VERONA	24,944.50	0.00	0.00	24,944.50	22,672.66
VIENNA	33,245.00	0.00	0.00	33,245.00	30,217.18
WESTERN	20,381.00	0.00	0.00	20,381.00	18,524.78
WESTMORELAND	39,408.00	0.00	0.00	39,408.00	35,818.88
WHITESTOWN	103,941.68	0.00	0.00	103,941.68	94,475.10
Total Tax Districts	28	0.00	0.00	1,150,678.26	1,045,879.18

*See refund, adjustment and special adjustment orders of Commissioner of Taxation and Finance, case numbers

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

MEMORANDUM

TO: Sandra DePerno, County Clerk

FR: Jim Cusack, Deputy Commissioner - Treasury

A handwritten signature in black ink, appearing to read 'Jim Cusack', written over the 'FR:' line.

RE: Mortgage Tax Interest

DT: April 19, 2010

Interest earned for the period October 1, 2009 through March 31, 2010 totals **\$991.67**.
Please incorporate this amount into our semi-annual report.
Thank you.

Cc: A. Carvelli, Commissioner of Finance



New York State Department of
TAXATION and FINANCE
Audit Division
Transaction Desk Audit Bureau
Real Estate Transfer Tax / Mortgage Tax Section
W.A. Harriman Campus, Albany, New York 12227

April 23, 2010

RECEIVED

APR 27 2010

ONEIDA COUNTY
COMMISSIONER OF FINANCE

Ms. Sandra J. DePerno
Oneida County Clerk
800 Park Avenue
Utica, NY 13501

Re: Semi-Annual Report / October 2009 through March 2010

Dear Ms. DePerno:

Your joint Semi-Annual Report has been approved. The report may be submitted to your County Legislative Body for their action, pursuant to Section 261 of the Tax Law.

Sincerely yours,

Joseph Mayer
Excise Tax Technician 2
Telephone (518) 457-0387

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ONEIDA COUNTY

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE



DEPARTMENT OF FINANCE

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

FN 20 10 - 277

June 15, 2010

INTERNAL AFFAIRS

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

WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
2010 JUN 24 AM 11:02

Dear Mr. Picente:

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

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

<u>NUMBER</u>		<u>AMOUNT</u>
12	REFUNDS	\$ 3,081.38
9	CORRECTIONS	\$ 6,718.00

Sincerely,

Anthony Carvelli
Commissioner of Finance

AC:kp
Enclosure

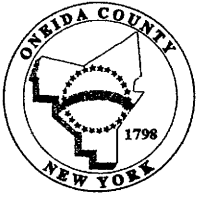
Reviewed and approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive

Date 6/22/10

DATE: 6-11-10		ERRONEOUS ASSESSMENTS				TAX UNPAID	AMOUNT CANCEL	TAX PAID	AMOUNT REFUND	CORRECT	AMOUNT TO "0"
MUNICIPALITY	YEAR	NAME	TAX MAP NUMBERS	TAX UNPAID	AMOUNT CANCEL	TAX PAID	AMOUNT REFUND	CORRECT	AMOUNT TO "0"		
Utica	2010	Allen E. Czuprynski	1600 319.061-3-23 TF			\$ 419.35	\$ 52.38	\$ 366.97	\$ -		
Augusta	2009	Elva Crane	2289 371.000-1-8 PE			\$ 1,280.20	\$ 564.11	\$ 716.09	\$ -		
Augusta	2010	Elva Crane	2289 371.000-1-8 PE			\$ 1,276.88	\$ 563.88	\$ 713.00	\$ -		
Kirkland	2010	Allen Roblin	4089 315.015-1-9 SC			\$ 2,110.02	\$ 335.02	\$ 1,775.00	\$ -		
Kirkland	2010	Rosane Lombardi	4089 315.015-1-10 MF			\$ 1,653.87	\$ 335.02	\$ 1,318.85	\$ -		
Kirkland	2009	Jennifer Dawes	4089 327.006-1-15 QX			\$ 1,817.33	\$ 166.40	\$ 1,650.93	\$ -		
Kirkland	2010	Jennifer Dawes	4089 327.006-1-15 QX			\$ 1,989.78	\$ 335.02	\$ 1,654.76	\$ -		
Kirkland	2010	Anthony Bronga	4089 347.000-2-9 RP			\$ 1,403.48	\$ 37.39	\$ 1,366.09	\$ -		
Kirkland	2009	Kyle Gilliam	4089 355.000-2-30.1 NO			\$ 1,577.84	\$ 71.56	\$ 1,506.28	\$ -		
Kirkland	2010	Kyle Gilliam	4089 355.000-2-30.1 NO			\$ 1,585.65	\$ 71.01	\$ 1,514.64	\$ -		
Marshall	2010	Daryl C. & Carol Shaw	4689 365.000-1-20.4 QA			\$ 2,030.15	\$ 20.00	\$ 2,010.15	\$ -		
Vienna	2009 & 10	Shane Champagne	6489 217.000-1-73 RC			\$ 2,814.92	\$ 529.59	\$ 2,285.33	\$ -		
Lee	2008	John T. Wilhelmesen, II	4200 170.002-2-34.1 ML	\$ 2,882.84	\$ 542.42			\$ 2,340.42	\$ -		
Lee	2009	John T. Wilhelmesen, II	4200 170.002-2-34.1 ML	\$ 2,486.24	\$ 2,125.34			\$ 360.90	\$ -		
Lee	2010	John T. Wilhelmesen, II	4200 170.002-2-34.1 ML	\$ 1,632.71	\$ 1,353.14			\$ 279.57	\$ -		
Lee	2010	Evergreen Association	4200 171.003-1-44 MM	\$ 228.46	\$ 228.46			\$ -	\$ -		
New Hartford	2008	Upper Mohawk Regional Water Board	4889 349.008-2-3 SV	\$ 80.42	\$ 80.42			\$ -	\$ -		
New Hartford	2009	Upper Mohawk Regional Water Board	4889 349.008-2-3 SV	\$ 54.56	\$ 54.56			\$ -	\$ -		
New Hartford	2010	Upper Mohawk Regional Water Board	4889 349.008-2-3 SV	\$ 21.88	\$ 21.88			\$ -	\$ -		
Remsen	2010	William & Pennie Jones	5289 141.000-1-27.1 PO	\$ 4,210.76	\$ 1,209.42			\$ 3,001.34	\$ -		
Vienna	2010	Robert Miller	6401 236.016-3-19.1 TM	\$ 1,267.58	\$ 1,102.36			\$ 165.22	\$ -		
					\$6,718.00		\$ 3,081.38				
				TOTAL:							

147



COUNTY OF ONEIDA
OFFICE OF THE COUNTY EXECUTIVE

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

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

June 9, 2010

Board of Legislators
Oneida County Office Building
800 Park Avenue, 10th Floor
Utica, New York 13501

FN 20 10 - 278

INTERNAL AFFAIRS

Re: City of Utica / County of Oneida
InterMunicipal Agreement for
Disposition of Tax Sale Properties

WAYS & MEANS

ONEIDA COUNTY LEGISLATURE
2010 JUN 24 AM 10:48

Honorable Members:

As you may know, the County of Oneida has been involved in negotiations with the City of Utica for many years in the hopes of establishing an Agreement for the mutual disposition of properties acquired by either taxing jurisdiction for non-payment of taxes.

At the present time, the City and County initiate separate tax foreclosure proceedings to enforce each entity's respective tax liens. This process ultimately results in a Tax Deed to the foreclosing entity and, in many instances, both the City and County end up acquiring an interest in such parcels. Because a potential buyer at a County auction may be required to negotiate a separate agreement to purchase the City of Utica's interest (or may have to redeem the City taxes to prevent foreclosure of the City's lien), it is extremely difficult to market these properties for resale to prospective third parties.

After many years of negotiation, an Agreement has finally been reached with the City of Utica which resolves the problem resulting from dual tax foreclosure. This Agreement is nearly identical to the Rome Agreement with only slight modification. The differences between the two agreements are not substantive in nature, but rather, account for the variation in the way the City of Utica forecloses and ultimately sells the property to a third party.

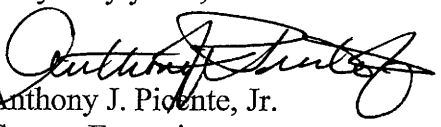
It is my opinion that the proposed Inter Municipal Agreement will benefit both municipalities by eliminating the complex title issues that result from dual tax foreclosure, thereby enhancing the marketability of the parcels for resale.

The proposed Agreement was approved by the City of Utica Common Council at its regularly scheduled meeting held on June 2, 2010, and I would respectfully ask that you

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do the same. I will be available to answer any questions concerning the Agreement that you may have.

Very truly yours,


Anthony J. Picente, Jr.
County Executive

AJP/kdp

Encl;



CITY OF UTICA

LAW Department

1 Kennedy Plaza, Utica, New York 13502
(315)792-0171 fax: (315)792-0175

LINDA SULLIVAN FATATA, ESQ.
CORPORATION COUNSEL

DAVID R. ROEFARO
MAYOR

June 7, 2010

Oneida County Department of Law
Oneida County Office Building
800 Park Ave
Utica, New York 13502

Att: Kurt D. Parry, Assistant County Attorney

Re: City/County Municipal Agreement for Tax Liens

Dear Kurt:

Enclosed is a certified copy of Resolution No 2 of June 2, 2010 whereby the City of Utica Common Council approved the proposed City-County Agreement.

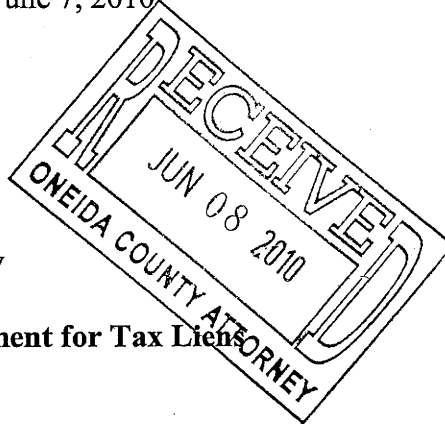
I understand that the next step is presentment to the Oneida County Board of Legislators for corresponding approval on behalf of the County. Please keep me advised as the status of this so that, once adopted by the County Board we can arrange for signature and implementation of the Agreement.

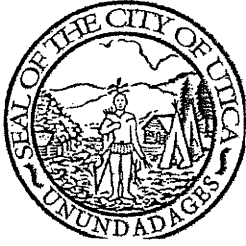
Once again, thank you for all of your cooperation in bringing this very long process to a successful conclusion.

Very truly yours,

Charles N. Brown, Esq.
First Assistant Corporation Counsel

CNB/mg





CITY OF UTICA

LAW Department
1 Kennedy Plaza, Utica, New York 13502
(315)792-0171 fax: (315)792-0175

LINDA SULLIVAN FATATA
CORPORATION COUNSEL

DAVID R. ROEFARO
MAYOR

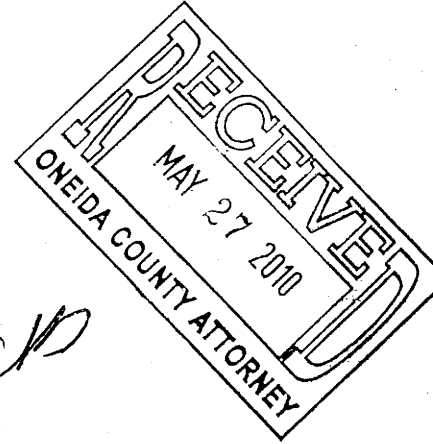
MEMORANDUM

TO: Joan Brenon, City Clerk
William Morehouse, Common Council President and
Members of the Common Council

FROM: Charles N. Brown, First Assistant Corporation Counsel

DATE: May 26, 2010

RE: City-County Tax Agreement



After more than 20 years of off and on negotiations, the City of Utica and the County of Oneida have reached agreement on the disposition on their respective tax liens upon foreclosure and sale.

Currently, and for some time now, the City and the County proceed separately to enforce their tax liens. The foreclosure process ultimately results in a tax deed to the foreclosing entity. Since the City and the County Tax Liens are equal under the law, each entity takes its tax deed subject to the other's tax lien. This makes it extremely difficult to sell the property to recoup some of the tax loss, especially for the first entity to foreclose. In the past, the City and the County have cooperated on an ad hoc basis with individual properties, especially vacant lots, but the best solution is to have a blanket Agreement that covers all such properties and which provides prospective buyers with assurances that, which ever entity they buy from, they acquire the property free of all municipal tax liens. This makes the property more marketable and it also eliminates the "penalty" suffered by the entity that forecloses first.

After much negotiation, the City and the County have reached an agreement to do so. Briefly, the Agreement provides that since the City usually forecloses first, it has a period of time in which it can sell the property free of the County Tax lien. The City will keep the first \$500.00 of the proceeds and then the balance is divided 2/3rds to the City and 1/3rd to the County. If the City does not sell the property before it becomes eligible for County foreclosure, (usually 4 to 5 years after the delinquency) the County may proceed to sell the property, free of the City Tax Lien and the proceeds are divided 50% each. Of course, the City always has the option of simply buying out the County Tax Lien in appropriate circumstances.

Because it is an inter-municipal agreement, it must be approved by both the Utica Common Council and the Oneida County Board of Legislators. Attached is a proposed Resolution for your consideration approving the Agreement, with a copy of the Agreement attached. I have reserved caucus time before your June 2nd meeting to answer any questions you may have, or you can contact me directly.

CNB/mg

cc: David R. Roefaro, Mayor
Michael Cerminaro, Comptroller
Anthony Arcuri, Budget Director
Linda Sullivan Fatata, Corporation Counsel
Ronald Mac Master, Principal Accountant
Kurt Parry, Assistant Oneida County Attorney ✓

Sponsored by: Councilmembers Arcuri, Giruzzi

**RESOLUTION APPROVING INTER-MUNICIPAL
AGREEMENT REGARDING
DISPOSITION OF TAX LIENS**

WHEREAS, the City of Utica and County of Oneida currently act separately in the levy and collection of their respective real property taxes, and

WHEREAS, these separate proceedings have resulted in problems in the sale of tax acquired properties, and

WHEREAS, the parties have reached a agreement to resolve these issues, a copy of which is attached hereto.

RESOLVED, the Common Council of the City of Utica hereby authorizes and approves acceptance of the proposed Inter-Municipal Agreement for disposition of Tax liens in substantially the same form as attached hereto.

FURTHER RESOLVED, that he Mayor is authorized to execute this agreement and any other documents necessary to effectuate the intent of this Resolution.

STATE OF NEW YORK, CITY OF UTICA }
CITY CLERK'S OFFICE } ss.

I hereby certify that I have compared the foregoing copy of a resolution of the Common Council with the record of proceedings of the Common Council of said City of Utica, duly made and on file in this office, and that the same is a correct transcript therefrom and of the whole of said resolution.

IN TESTIMONY WHEREOF, I have hereunto affixed the Corporate Seal of said City, and subscribed my name, this 4th

day of June, 2010

Joanna Brennan
City Clerk.

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INTERMUNICIPAL AGREEMENT

This agreement made this _____ day of _____, 2010, by and between the County of Oneida, a municipal corporation with offices at 800 Park Avenue, Utica, New York 13501, hereinafter referred to as "County" and the City of Utica, a municipal corporation with offices at Utica City Hall, 1 Kennedy Plaza, Utica, New York 13502, hereinafter referred to as "City".

WITNESSETH

WHEREAS, the County and City wish to find a more efficient and effective way to restore tax delinquent properties to their respective tax rolls; and

WHEREAS, the County and City further wish to coordinate their respective tax sales to provide the greatest opportunity to collect unpaid taxes;

NOW, THEREFORE, in consideration of the mutual promises made herein, the parties hereto agree as follows:

1. The City shall conduct an on site inspection of each property listed on their tax rolls which has at least two (2) years of unpaid taxes due and owing to the City. The County shall, subject to coordination with the City, follow the same inspection process outlined herein with regard to properties that are two (2) years delinquent in County property taxes.
2. The City or the County shall make a determination with regard to such property as to whether (a) the property is vacant or abandoned property which may require codes enforcement, or (b) the property may be eligible for Urban Renewal marketing and redevelopment by a prospective good faith buyer.
3. The parties agree that, if the property requires codes enforcement under the City's Building codes standards or the Oneida County Sanitary Code, the City shall proceed to obtain such enforcement through the appropriate City agency or shall notify the Oneida County Department of Health if City enforcement is unduly difficult or proves ineffective.
4. The City further agrees that it shall then submit a list of all such properties it deems eligible and/or subject to foreclosure under Article 11, and desirable for marketing for urban or neighborhood redevelopment purposes to the Oneida County Commissioner of Finance, which list shall include the following information:
 - a. County tax map number;

- b. City key number;
 - c. Location of property;
 - d. Current owner-name, address;
 - e. Amount of City/School taxes owed by year;
 - f. Type/Condition of property;
e.g. residential/vacant
 - g. Prospective date property becomes eligible for administrative taking by the City for unpaid taxes;
 - h. Current land assessment and current total assessment;
 - i. Current photograph of property;
5. The County Finance Commissioner shall then, within a reasonable period of time, prepare and forward a report to the County Executive, the Board of Legislators, the County Attorney and City Comptroller/Treasurer of the current County tax status of each listed property, along with the Commissioner's declaration of a listed property's eligibility for future assignment of the County's tax lien interest to the City for the specific purpose of redeveloping the City's business and residential communities. Property that is unimproved or of negligible market value, in the opinion of the Commissioner, shall be declared pre-qualified unless the Commissioner exempts such property for reasons set forth in the report. Such reasons shall be reviewable by the Board of Legislators who thereafter may declare such exempt or improved properties pre-qualified by a vote of their membership.
6. In the event that the City does not list a property as described above, or move timely under the terms of Article 11, or the Commissioner or the Board of Legislators does not pre-qualify a property, the County or the City shall then be able to sell the property on the first eligible public auction date thereafter. Legal notice of Sale in the newspaper shall be deemed notice to the other party of intention to sell such property. If the City wishes to avoid a County Tax Sale of the property, the City must take title, and advise the County in writing of its commitment to pay all past due taxes as provided herein. The City will pay all past due taxes in addition to any taxes which may be generated during such time as the City's ownership of the property exempts the property from the payment of County taxes. Fifty percent of the County taxes due must be paid by the City to the County immediately, and the remainder of taxes must be made to the County prior to the City transfer of title to a third party or within two (2) years of the City taking title, whichever comes first.
7. The parties agree that, when any pre-qualified property becomes eligible for foreclosure under applicable law, the City will foreclose, take title, and submit a copy of the recorded tax deed to the County Finance Commissioner along with any rehabilitation agreement or the terms of a prospective bid with any third party, identifying the bidder and the terms and length of any rehabilitation agreement between the 3rd party and the City. The Commissioner of Finance shall then temporarily assign the County's tax lien on such pre-qualified properties with the understanding that the County's share of the proceeds of any sale or transfer to a 3rd party shall be one-third of the net proceeds after deduction for those expenses set forth in paragraph 17.

8. Upon receipt by the City of this agreement, the City agrees to conduct its sale of listed properties by public advertisement in accordance with its published rules and standards regarding such sales. The City further agrees that any decision to sell a listed property shall be made in an open public meeting of its Council and the Board of Estimate and Contract with full disclosure as to the terms of such sale and the parties involved.
9. The County will provide the necessary assignment of tax lien interest upon request by the City to complete the transaction. It is understood by the parties herein that the County cannot and will not provide assignment, waiver or any assurances regarding its delinquent County taxes to private individuals and all documents and transactions are to be with the City only and prior to the City transferring its title to any third party.
10. The parties further agree and acknowledge that any agreement to assign the County's tax interest shall expire upon notification by the County, at the County's option, at such time as the delinquent tax property becomes eligible for County tax enforcement. Such eligibility date to be set forth on the report of listed property's tax status prepared by the County Commissioner of Finance pursuant to paragraph 5 above.
11. The City shall have only that period of time before such notification by the County to seek prospective buyers for the listed properties, negotiate, and agree upon any rehabilitation or redevelopment plans for such listed properties and submit the negotiated terms to the County Commissioner of Finance for review by the Commissioner and by the Board of Legislators, where applicable.
12. In the event that such rehabilitation or redevelopment plans provide for the City to hold the property in exempt status for a period not to exceed two (2) years, the City hereby agrees to guarantee the payment of all County taxes which would have accrued during such exempt time period regardless of whether the property is thereafter conveyed in accordance with such plan.
13. The County agrees that any negotiation of sale price as set forth in paragraph 11 above may be adjusted for certain non-cash considerations of sale, including but not limited to the projected cost of the plans by a prospective buyer to rehabilitate or redevelop a listed property.
14. The City shall forward the County's share of such gross or adjusted proceeds to the Oneida County Commissioner of Finance within ten (10) days of the date of sale of the listed property by the City or as otherwise agreed by the parties in writing. A copy of the Common Council's approval of the sale price, a copy of the City's quit claim deed filed with the Oneida County's Clerk and the prorated payment calculation shall accompany each payment of the County's share of the proceeds.
15. In the event that the time period set forth in paragraph 11 above expires, the County, in accordance with its tax enforcement procedures may list and accept bids on such property for public auction unless otherwise agreed to by the parties in writing.

16. The City further agrees that, at such time as the County Board of Legislators sells any listed property, the City shall be bound by the terms of such sale by the County, the City shall assign its tax lien interest in the property to the County, and the City otherwise agrees to accept a 50% share of the net proceeds of such County tax sale in full satisfaction of any tax lien interest the City may then have in the listed property.
17. The parties agree that whichever party shall sell the property by tax foreclosure, that municipality may adjust the gross proceeds of such sale up to \$500.00 to pay for any costs associated with the advertisement and sale of the property but, in no case, more than the gross proceeds of the sale.
18. In the event that the tax sale procedures provided for herein shall not be completed or complied with by the City, the assignment of the County's tax lien interest shall be withdrawn and the County's rights and obligations with regard to that listed property shall be deemed fully restored with no further recourse by the City.
19. The City and County agree that either party may exempt from this agreement to coordinate tax sales and share proceeds of those properties which are the subject of bankruptcy or properties which may pose any environmental or inherently dangerous structural problems or concerns.
20. The City acknowledges that upon approval of this agreement by the Oneida County Board of Legislators and the City Common Council, Board of Legislators Resolution 333 of 1997, and Resolution 303 of 1999 shall be rescinded to no longer apply to properties subject to the procedures in the City.
21. The City agrees that no later than 30 days after the execution of this agreement by the parties hereto, the City shall promulgate a tax sale procedure for listing, marketing and selling listed properties, which procedure shall conform to the provisions set forth herein. Until such time as the City shall provide the County with a copy of same, the procedures herein shall not go forward.
22. Each party hereto agrees to indemnify and hold harmless the other with regard to any and all claims for personal injury, death or property damage resulting from the negligence of either party in their performance under the terms of this agreement.
23. Either party hereto may terminate this agreement upon ninety (90) days notice in writing to the other party at the addresses indicated herein.
24. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties.
25. The parties agree that this agreement shall be incorporated into any judgment of foreclosure granted to enforce the City's tax liens under Article 11 of the Real Property

Tax Law and that this Agreement shall govern the disposition of tax liens on properties so acquired, as well as those currently in the City inventory as of the effective date of this Agreement. If the City seeks, and is granted, special State legislation for selling Tax Certificates in any year and/or sells Tax Certificates in any year henceforth, it is understood by the parties herein that the County cannot and will not provide assignment, waiver or any assurances regarding future delinquent County taxes to private entities or concerns, that certificate sale does not satisfy or extinguish any future or prior County tax liens that may exist, and all documents and transactions, including any certificate sales by the City shall acknowledge same. Certificate sale by the City will not encumber, preclude, or supersede any process contained within this Intermunicipal Agreement.

26. Neither party shall do anything beyond the terms contained with this Intermunicipal Agreement that will have the effect of encumbering the restoration of properties to the taxable portion of the rolls, nor injure or destroy the other party's right to receive fare and adequate compensation under this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the day and year first above written.

Witness

County of Oneida

By: _____
Anthony J. Picente, Jr.
County Executive

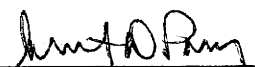
Witness

City of Utica

By: _____
David R. Roefaro
Mayor

Approved as to form by:

Approved as to form by:



Linda M. H. Dillon, Esq.
Oneida County Attorney
KURT D. PARRY, ESQ.
ASST. CO. ATTY.

Linda Fatata, Esq.
Utica Corporation Counsel



COUNTY OF ONEIDA
OFFICE OF THE COUNTY EXECUTIVE

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

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

FN 20 10-279

June 25, 2010

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

COURTS, LAWS & RULES

WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
2010 JUN 25 AM 11:57

Dear Honorable Members of the Board:

In the past month New York State has adopted and is offering an early retirement to eligible employees. New York State is offering two different retirement options:

- 1.) Part A: Provides eligible employees with one additional month of service credit for each year of service credit as of the date of retirement. The maximum amount of additional service credit provided under Part A is three years.
- 2.) Part B: Allows Tier 2, 3, 4 members who are at least age 55 and have 25 or more years of service to retire without a benefit reduction.

In an effort to start cutting costs I am asking your Board to adopt the two New York State Retirement options to go in effect this year. Their adoption will allow Oneida County to save at a minimum 50% of the salary base over the next two years.

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

Sincerely,

Anthony J. Picente, Jr.

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Adopted by the following roll call vote:
AYES ___ NAYS ___ ABSENT ___

Part B

**INTRODUCTORY
NO.**

F.N.

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO.

**INTRODUCED BY:
2ND BY:**

**RE: A LOCAL LAW ELECTING THE RETIREMENT INCENTIVE
PROGRAM AS AUTHORIZED BY CHAPTER 105, LAWS OF 2010 FOR THE
ELIGIBLE EMPLOYEES OF ONEIDA COUNTY**

**BE IT ENACTED by the Board of County Legislators of the County of Oneida,
State of New York, as follows:**

1. The County of Oneida hereby elects to provide all of its eligible employees with a retirement incentive program authorized by Chapter 105, Laws of 2010.
2. The commencement date of the retirement incentive program shall be October 1, 2010.
3. The open period during which eligible employees may retire and receive additional retirement benefits shall be 90 days in length and shall end on December 29, 2010.
4. The actuarial present value of the additional retirement benefits payable pursuant to the provisions of this local law shall be paid as one lump sum, or in five annual installments. The amount of the annual payment shall be determined by the Actuary of the New York State and Local Employees' Retirement System, and shall be paid by the County of Oneida for each employee who receives the retirement benefits payable under this local law.
5. This local law shall take effect immediately in accordance with Section 20, 21 and 27 of the Municipal Home Rule Law.

APPROVED: Courts, Laws and Rules ()
Ways & Means Committee ()

DATED:

Adopted by the following roll call vote:
AYES ___ NAYS ___ ABSENT ___

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

for

MEMORIALIZING PETITION

F.N. 2010-280

SPONSOR(S): Michael J. Hennessy, Michael J. Clancy, Patrick H. Brennan

RE: PETITION REQUESTING THE STATE ASSEMBLY SPONSOR AND PASS AND GOVERNOR PATTERSON APPROVE LEGISLATION THAT WOULD AMEND THE STATE CONSTITUTION TO EXPAND GAMING PRIVILEGES AT FOUR UPSTATE HARNESS TRACKS THAT ALREADY HAVE RACINOS INCLUDING VERNON DOWNS

WHEREAS, Senate Bill S8119 relates to gaming in New York State and the application of certain proceeds from such gaming to the community in the locality or region in which such gaming occurs, and

WHEREAS, Senate Bill S8119 allows full casino gaming at facilities that meet specific criteria, and

WHEREAS, Vernon Downs is one of the privately owned and operated racinos that would be eligible for a full casino, and

WHEREAS, This legislation would expand gaming attractions offered at Vernon Downs which in turn would create jobs and otherwise stimulate state and local economy, and

WHEREAS, The time has come for the State to authorize the construction and operation of casinos by other-than-tribal entrepreneurs, and

WHEREAS, Such action requires an amendment to the state constitution which prohibits gambling of any kind unless specifically permitted by that document, and

WHEREAS, Under the state constitution, full casino gaming requires approval by two consecutively elected state legislatures,

WHERE AS, Senate Bill S8119A was passed by the New York State Senate on June 29, 2010, and NOW THERE BE IT

RESOLVED, That the undersigned members of the Oneida County Board of Legislators wish to go on record to applaud the Senate's passage of Senate Bill S8119A which would amend Section 9, Article 1 of the State Constitution in relation to gaming and the application of certain gaming funds in New York State to community development in the locality or region in which such gaming occurs, and BE IT FURTHER

RESOLVED, That the undersigned members of this Board of Legislators urge the sponsorship and passage of this legislation by the New York State Assembly and the same be approved by Governor David Patterson before the end of the current legislative session, and BE IT FURTHER

RESOLVED, That the Clerk of the Board shall transmit copies of this memorializing petition to New York State Assembly Representatives RoAnn M. Destito (D-116), David R. Townsend (R-115), and William Magee (D-111), New York State Senators Joseph Griffo (R-47) and David Valesky (D-49),

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Governor David Paterson, New York State Assembly Speaker Sheldon Silver and New York State Majority Leader Pedro Espada, and Senator Eric Adams, Chairman of the New York State Senate Committee on Racing, Gaming and Wagering.

LEGISLATORS SUPPORTING PETITION

LEGISLATORS OPPOSING PETITION

11/6

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 29 members of the Oneida County Board of Legislators.

Dated: June _____, 2010

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

for

MEMORIALIZING PETITION

READ & FILED

F.N. 2010-281

SPONSOR(S): FREDERICK V. SADALLAH, WILLIAM GOODMAN AND EMIL PAPARELLA

RE: PETITION SUPPORTING ONEIDA COUNTY VETERAN ID CARD PROGRAM

WHERE AS, The County of Oneida Board of Legislators is in support of the Veteran ID Card Program which will be administered by the Oneida County Clerk's office, and

WHEREAS, The County Clerk's office is the only official repository for the filing by the veteran of the DD214 (military discharge paperwork). The filing of the DD214 assures the veteran their record is preserved forever. Filing is also a prerequisite to obtain tax benefits and peddlers permits, and

WHEREAS, This incentive-based program encourages the veterans to file their discharge paperwork. This program also provides a way for local veterans groups to seek out new veterans in the area, and

WHEREAS, Upon filing the DD214 with the County Clerk's office, the veteran will be issued a Veteran ID Card, and

WHEREAS, Said Veteran ID Program will allow veterans who reside in Oneida County to receive a discount at various local merchants, and

WHEREAS, Not only will the Veteran ID Program benefit the veterans of Oneida County, it may also promote local business in Oneida County, and

WHEREAS, The Oneida County Board of Legislators believes that this Veteran ID Card Program is a way to show our support and appreciation for the service of the veterans of Oneida County, and

WHEREAS, Similar programs have been instituted by seven (7) other counties in the State of New York, NOW THERE BE IT

RESOLVED, That the undersigned members of the Oneida County Board of Legislators wish to go on record in support of the Oneida County Veteran ID Card Program.

LEGISLATORS SUPPORTING PETITION

LEGISLATORS OPPOSING PETITION

168

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 29 members of the Oneida County Board of Legislators.

Dated: June _____, 2010

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

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

ADMINISTRATION

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

FN 20 10 - 282

June 21, 2010

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

PUBLIC HEALTH

WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
2010 JUN 30 PM 1:19

Dear Mr. Picente:

Re: Childhood Lead Poisoning
Prevention Program C-021147

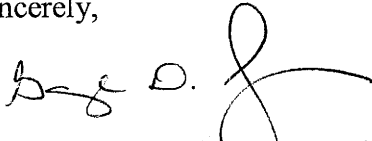
Attached are three (3) copies of a grant between Oneida County through its Health Department and the New York State Department of Health – Childhood Lead Poisoning Prevention Program.

The Lead Program offers services to include environmental home visits, case management, referrals to other services, community outreach, technical and referral services for the medical community and lead screening clinics for children lacking a primary care provider and/or third party reimbursement. The goal of the Health Department is to effectively administer a Lead Poisoning Prevention Program. The major objective of this program is to identify exposure patterns and high-risk populations and communities in Oneida County for strategic planning for lead poisoning prevention, based on the Local Health Department Community Health Assessment, and analysis of local data. The term of this grant shall become effective on April 1, 2010 and remain in effect through September 30, 2010. Reimbursement to Oneida County is in the amount of \$73,044; 100% grant funded.

If this meets with your approval, please forward to the Board of Legislators.

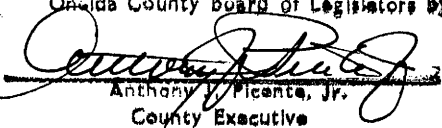
Feel free to contact me should you require additional information.

Sincerely,



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

attachments
ry

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

Anthony J. Picente, Jr.
County Executive
Date 6-30-10

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Environmental Health

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

VENDOR CONTACT PERSON: Donna Hoinski, Health Program Administrator

SUMMARY STATEMENTS: The Lead Program offers services to include environmental home visits, case management, referrals to other services, community outreach, technical and referral services for the medical community and lead screening clinics for children lacking a primary care provider and/or third party reimbursement. Several goals of this grant are to effectively administer a Lead Poisoning Prevention Program, increase knowledge and awareness of the public, health care providers, local policymakers regarding the problem of lead poisoning, test all children and pregnant women for lead poisoning with requirements outlined in NYS Public Health Law, follow up of children with elevated blood lead levels and primary prevention to identify lead hazards before children become lead poisoned.

PREVIOUS CONTRACT YEAR: April 1, 2009 through March 31, 2010
TOTAL: \$146,087

THIS CONTRACT YEAR: April 1, 2010 through September 30, 2010
TOTAL: \$73,044

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

FUNDING SOURCE: A3415
Less Revenues -0-
State Funds \$73,044
County Dollars – Previous Contract \$ -0-
County Dollars – This Contract \$ -0-

SIGNATURE: Gayle D. Jones, Ph.D., MPH, CHES
DATE: June 16, 2010

Contract Number: C-021147 Contractor: Oneida County Health Department

Amendment Number X-6

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through NYS Department of Health, having its principal office at Albany, New York, (hereinafter referred to as the STATE), and Oneida County Health Department (hereinafter referred to as the CONTRACTOR), for amendment of this contract.

This amendment makes the following changes to the contract (check all that apply):

- Modifies the contract period at no additional cost
- Modifies the contract period at additional cost
- Modifies the budget or payment terms
- Modifies the work plan or deliverables
- Replaces appendix(es) C with the attached appendix(es) C-1.
- Adds the attached appendix(es) B-6, D-5 and G.
- Other: (describe) _____

This amendment is X is not ___ a contract renewal as allowed for in the existing contract.

All other provisions of said AGREEMENT shall remain in full force and effect.

Prior to this amendment, the contract value and period were:

\$608,820.00 From 01/01/06 to 03/31/10
(Value before amendment) (Initial start date)

This amendment provides the following addition (complete only items being modified):

\$73,044.00 From 04/01/10 to 09/30/10

This will result in new contract terms of:

\$681,864.00 From 01/01/06 to 09/30/10
(All years thus far combined) (Initial start date) (Amendment end date)

Signature Page for:

Contract Number: C-021147 Contractor: Oneida County Health Department

Amendment Number: X-6

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

CONTRACTOR SIGNATURE:

By: _____ Date: _____

(signature)

Printed Name: Anthony J. Picente, Jr.

Title: Oneida County Executive

Approved as to Form Only
Assistant County Attorney

By: _____
Brian M. Miga
Assistant County Attorney

STATE OF NEW YORK)
) SS:
County of _____)

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

(Signature and office of the individual taking acknowledgement)

STATE AGENCY SIGNATURE

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

By: _____ Date: _____

(signature)

Printed Name: Barbara S. Devore

Title: Deputy Director, Center for Community Health

ATTORNEY GENERAL'S SIGNATURE

By: _____ Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____ Date: _____

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Appendix B-6

Table A

**LEAD POISONING PREVENTION PROGRAM
 OPERATING BUDGET AND FUNDING REQUEST**
 Contract Period: April 1, 2010 - September 30, 2010

	Total Expense	Amount Requested from NYS	3rd Party	Other Source	Specify Other Source
Total Personal Services	\$108,853.00	\$66,905.00	\$0.00	\$41,948.00	In kind
Total Non Personal Services	\$12,525.00	\$6,310.00	\$0.00	\$6,215.00	In kind
GRAND TOTAL	\$121,378.00	\$73,215.00	\$0.00	\$48,163.00	

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APPENDIX C-1

PAYMENT AND REPORTING SCHEDULE

I. Payment and Reporting Terms and Conditions

A. The STATE may, at its discretion, make an advance payment to the CONTRACTOR, during the initial or any subsequent PERIOD, in an amount to be determined by the STATE but not to exceed 25% percent of the maximum amount indicated in the budget as set forth in the most recently approved Appendix B. If this payment is to be made, it will be due thirty calendar days, excluding legal holidays, after the later of either:

- υ the first day of the contract term specified in the Initial Contract Period identified on the face page of the AGREEMENT or if renewed, in the PERIOD identified in the Appendix X, OR
- υ if this contract is wholly or partially supported by Federal funds, availability of the federal funds;

provided, however, that a STATE has not determined otherwise in a written notification to the CONTRACTOR suspending a Written Directive associated with this AGREEMENT, and that a proper voucher for such advance has been received in the STATE's designated payment office. If no advance payment is to be made, the initial payment under this AGREEMENT shall be due thirty calendar days, excluding legal holidays, after the later of either:

- υ the end of the first quarterly period of this AGREEMENT; or
- υ if this contract is wholly or partially supported by federal funds, availability of the federal funds:

provided, however, that the proper voucher for this payment has been received in the STATE's designated payment office.

B. No payment under this AGREEMENT, other than advances as authorized herein, will be made by the STATE to the CONTRACTOR unless proof of performance of required services or accomplishments is provided. If the CONTRACTOR fails to perform the services required under this AGREEMENT the STATE shall, in addition to any remedies available by law or equity, recoup payments made but not earned, by set-off against any other public funds owed to CONTRACTOR.

C. Any optional advance payment(s) shall be applied by the STATE to future payments due to the CONTRACTOR for services provided during initial or subsequent PERIODS. Should funds for subsequent PERIODS not be appropriated or budgeted by the STATE for the purpose herein specified, the STATE shall, in accordance with Section 41 of the State Finance Law,

have no liability under this AGREEMENT to the CONTRACTOR, and this AGREEMENT shall be considered terminated and cancelled.

- D. The CONTRACTOR will be entitled to receive payments for work, projects, and services rendered as detailed and described in the program workplan, Appendix D. All payments shall be in conformance with the rules and regulations of the Office of the State Comptroller. The CONTRACTOR shall provide complete and accurate billing vouchers to the Agency's designated payment office in order to receive payment. Billing vouchers submitted to the Agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for vouchers submitted by the CONTRACTOR shall be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us or by telephone at 518-474-6019. The CONTRACTOR acknowledges that it will not receive payment on any vouchers submitted under this contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

In addition to the Electronic Payment Authorization Form, a Substitute Form W-9, must be on file with the Office of the State Comptroller, Bureau of Accounting Operations. Additional information and procedures for enrollment can be found at <http://www.osc.state.ny.us/epay>.

Completed W-9 forms should be submitted to the following address:

NYS Office of the State Comptroller
Bureau of Accounting Operations
Warrant & Payment Control Unit
110 State Street, 9th Floor
Albany, NY 12236

- E. The CONTRACTOR will provide the STATE with the reports of progress or other specific work products pursuant to this AGREEMENT as described in this Appendix below. In addition, a final report must be submitted by the CONTRACTOR no later than 45 days after the end of this AGREEMENT. All required reports or other work products developed under this AGREEMENT must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the STATE in order for the CONTRACTOR to be eligible for payment.

- F. The CONTRACTOR shall submit to the STATE quarterly voucher claims and reports of expenditures on such forms and in such detail as the STATE shall require. The CONTRACTOR shall submit vouchers to the State's designated payment office located in the Division of Family Health Fiscal Unit, Room 878 Corning Tower, ESP, Albany NY 12237.

All vouchers submitted by the CONTRACTOR pursuant to this AGREEMENT shall be submitted to the STATE no later than 45 days after the end date of the period for which reimbursement is being claimed. In no event shall the amount received by the CONTRACTOR exceed the budget amount approved by the STATE, and, if actual expenditures by the CONTRACTOR are less than such sum, the amount payable by the STATE to the CONTRACTOR shall not exceed the amount of actual expenditures. All contract advances in excess of actual expenditures will be recouped by the STATE prior to the end of the applicable budget period.

- G. If the CONTRACTOR is eligible for an annual cost of living adjustment (COLA), enacted in New York State Law, that is associated with this grant AGREEMENT, payment of such COLA, or a portion thereof, may be applied toward payment of amounts payable under Appendix B of this AGREEMENT or may be made separate from payments under this AGREEMENT, at the discretion of the STATE.

Before payment of a COLA can be made, the STATE shall notify the CONTRACTOR, in writing, of eligibility for any COLA. If payment is to be made separate from payments under this AGREEMENT, the CONTRACTOR shall be required to submit a written certification attesting that all COLA funding will be used to promote the recruitment and retention of staff or respond to other critical non-personal service costs during the State fiscal year for which the cost of living adjustment was allocated, or provide any other such certification as may be required in the enacted legislation authorizing the COLA.

II. Progress and Final Reports

A. FINANCIAL RECORDS

The Contractor will maintain financial records, as required by the State, in such a manner as to allow the identification of expenditure and revenue data associated with the services provided as part of the Project.

B. STATISTICAL/QUALITATIVE REPORT

The Contractor will submit, on a quarterly basis by E-Mail, not later than **45** days from the end of the quarter, the following information:

- Program narrative report that describes progress in

achieving work plan objectives with quantifiable measures for activities, and any accomplishments or barriers to effective program operation during the quarter.

Contractors are expected to use **LeadWeb** or another DOH **approved local system** to manage and track lead testing and follow-up data and activities. All programs must submit a program narrative report.

Failure to submit required reports within 45 days from the end of the quarter will result in withholding payment of vouchers.

C. EXPENDITURE REPORT

The Contractor will submit, on a quarterly basis, not later than 45 days after the end date for which reimbursement is being claimed, a detailed expenditure report, by object of expense. This report will accompany the voucher submitted for such period.

D. EVALUATION OF PROGRAM ACTIVITIES

All programs will be evaluated annually on the performance of objectives outlined in Appendix D to validate meeting each objective measure and the impact of these activities. Future funding allocations will be determined by achievement of performance objectives.

CHILDHOOD LEAD POISONING PREVENTION PROGRAM
LOCAL HEALTH DEPARTMENT LEAD POISONING PREVENTION WORK PLAN

APPENDIX D-5
4/1/10 – 9/30/10
GENERAL CONTRACTOR INFORMATION

Contractor: Oneida County Health Department
Contract No.: C-021147

INSTRUCTIONS: The work plan includes all program requirements consistent with the state lead elimination plan, Public Health Law and Administrative Rules and Regulations. The work plan should include quantifiable measures for local health department activities, with regard to surveillance, screening, case management, and primary prevention. Program will be expected to report how activities were evaluated to validate meeting each objective measure and the impact of these activities at the end of the contract year. Please complete the attached Work Plan (Appendix D).

DIRECTIONS FOR COMPLETING THE WORK PLAN:

- Fill in General Contractor's Information.
- Review each of the stated objectives (1-9) and complete all information as indicated for the new project period. The *Activities* should reflect how the stated objective will be achieved and the targeted date for completion. Each LHD should propose activities that it will accomplish during the grant year based on the unique needs of their community. The LHD activities should reflect meaningful progress toward achieving each stated goal and objective, consistent with the needs of the county. LHDs should use the quarterly narrative reports to identify if targets were met, and how those activities were evaluated to validate outcome measures and impact.
- All activities should be written in a specific, measurable, attainable, realistic, and time specific (SMART) format.
- The Personnel Responsible column should indicate staff responsible to ensure completion of each objective.
- Work plan must be completed in its entirety, and the format **cannot** be modified or changed. **Minimum Required Activities (MRA) cannot be deleted. Under each objective listing MRA, place a (✓) within each box indicating that the MRA will be met.**
- If planned activities shift based on unanticipated circumstances, quarterly reports should indicate changes and/or modifications.

CHILDHOOD LEAD POISONING PREVENTION PROGRAM
LOCAL HEALTH DEPARTMENT LEAD POISONING PREVENTION WORK PLAN
APPENDIX D-5
4/1/10 – 9/30/10

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GENERAL CONTRACTOR INFORMATION

Contractor: Oneida County Health Department
Contract No.: C-021147

Corporate Name and Address: Oneida County Health Department
185 Genesee St. 5th Fl.
Utica, NY 13501

Federal Employer ID#: 156-000-460

Charities Registration#, if applicable: N/A

COORDINATOR of LPPP (person responsible for managing the lead program):

Name: Kathleen Paciello
Title: Program Coordinator
Address: 185 Genesee St. 5th Fl.
Utica, NY 13501
E-mail address: kpaciello@ocgov.net
Phone: (315) 798-5996
Fax: (315) 266-6138

ENVIRONMENTAL HEALTH (person responsible for managing the environmental health component):

Name: Eric Jackson
Title: Senior Sanitarian
Address: 185 Genesee St. 5th Fl.
Utica, NY 13501
E-mail address: ejackson@ocgov.net
Phone: (315) 798-5412
Fax: (315) 798-6486

**CHILDHOOD LEAD POISONING PREVENTION PROGRAM
LOCAL HEALTH DEPARTMENT LEAD POISONING PREVENTION WORK PLAN**

**APPENDIX D-5
4/1/10 – 9/30/10**

GENERAL CONTRACTOR INFORMATION

Contractor: Oneida County Health Department
Contract No.: C-021147

OUTREACH EDUCATION CONTACT (person responsible for the educational component of the program):

Name: Jacob Ksiadz
Title: Outreach Worker
Address: 185 Genesee St.
Utica, NY 13501
E-mail address: jksiadz@ocgov.net
Phone: (315) 798-5250
Fax: (315) 798-6486

Name: James Rudnitski
Title: Family Education Specialist
Address: 185 Genesee St.
Utica, NY 13501
E-mail address: jrudnits@ocgov.net
Phone: (315) 798-5841
Fax: (315) 798-6441

LEADWEB CONTACT (person responsible for LeadWeb prescreen and matching activities):

Name: Judy Evans
Title: Data Manager
Address: 185 Genesee St.
Utica, NY 13501
E-mail address: jevans@ocgov.net
Phone: (315) 798-5842
Fax: (315) 798-6441

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CHILDHOOD LEAD POISONING PREVENTION PROGRAM
LOCAL HEALTH DEPARTMENT LEAD POISONING PREVENTION WORK PLAN

APPENDIX D-5

4/1/10 – 9/30/10

GENERAL CONTRACTOR INFORMATION

Contractor: Oneida County Health Department
Contract No.: C-021147

FISCAL CONTACT (person responsible for managing the fiscal component of the program):

Name: Thomas Engle
Title: Fiscal Services Administrator
Address: 185 Genesee St.
Utica, NY 13501
E-mail address: tengle@ocgov.net
Phone: (315) 798-5080
Fax: (315) 266-6138

PROGRAM DIRECTOR CONTACT (person responsible for CLPP Program oversight):

Name: Susan Batson
Title: Supervising Sanitarian
Address: 185 Genesee St.
Utica, NY 13501
E-mail address: sbatson@ocgov.net
Phone: (315) 798-5968
Fax: (315) 798-6486

SUMMARY STATEMENT: Grant funds will be used to **support enhanced** local efforts to reduce the prevalence of elevated blood lead levels in children through the implementation of a comprehensive lead poisoning prevention program which includes: public and professional outreach and education; collaboration with local health care providers for screening, diagnostic evaluation, medical management, education and environmental interventions.

**CHILDHOOD LEAD POISONING PREVENTION PROGRAM
LOCAL HEALTH DEPARTMENT LEAD POISONING PREVENTION WORK PLAN**

**APPENDIX D-5
4/1/10 – 9/30/10
Goals, Objectives, and Activities**

Contractor: Oneida County Health Department
Contract No.: C-021147

Goal 1: Program Administration Local Health Departments (LHD) will effectively administer a Lead Poisoning Prevention Program (LPPP).		
Objectives	Activities	Personnel Responsible
<p>OBJECTIVE 1: Develop an organizational chart, listing ALL LHD personnel performing lead-related grant activities and include both grant-funded and in-kind staff.</p>	<p><input checked="" type="checkbox"/> Minimum Required Activities:</p> <p><input checked="" type="checkbox"/> A current organizational chart is attached that reflects position, name and funding source(s) of all personnel, including any vacant positions. Within the chart indicate all personnel who perform lead-related activities. Please indicate formal or informal lines of communication between nursing and environmental staff (include district office staff, if applicable).</p> <p>➤ An updated Organizational Chart is attached. Organizational Chart is reviewed at least annually and is updated on an ongoing basis.</p>	<p>Kathleen Paciello/Program Coordinator</p>
<p>OBJECTIVE 2: Maintain and update the Lead Poisoning Prevention Program nursing and environmental policy and procedure manuals. The manuals must be based on the NYS Public Health Law, NYS Administrative Rules and Regulations, case</p>	<p><input checked="" type="checkbox"/> Minimum Required Activities:</p> <p><input checked="" type="checkbox"/> Maintain and update the Lead Poisoning Prevention Program nursing and environmental policy and procedure manuals.</p> <p>➤ The Policy and Procedure Manual is continuously updated. This manual was reviewed and approved during a state audit in 2009. A signed/dated statement of review is maintained in the front cover of the manual.</p> <p><input checked="" type="checkbox"/> Manuals are centrally located and available for use by local health department staff and for review by state staff during the site visit review process or upon request from central or regional office NYSDOH staff.</p>	<p>Kathleen Paciello/Program Coordinator</p>

All activities must be specific, measurable, attainable, realistic, and time specific (SMART).

**CHILDHOOD LEAD POISONING PREVENTION PROGRAM
LOCAL HEALTH DEPARTMENT LEAD POISONING PREVENTION WORK PLAN**

**APPENDIX D-5
4/1/10 – 9/30/10
Goals, Objectives, and Activities**

Contractor: Oneida County Health Department
Contract No.: C-021147

<p>management guidelines and the Environmental Health Manual.</p>		
<p>Objectives OBJECTIVE 3: Identify exposure patterns and high-risk populations and communities in your county for strategic planning for lead poisoning prevention, based on the LHD Community Health Assessment, and analysis of local data.</p>	<p>Activities Minimum Required Activities:</p> <p><input checked="" type="checkbox"/> Attach a list of the high-risk populations and/or communities that you have identified in your county, including a brief description of how they were identified.</p> <p>List and briefly describe any additional planned activities to identify target high-risk populations and/or communities within your county.</p> <ul style="list-style-type: none"> > GIS developed data, CHA, Refugee Health and HN data will be reviewed on an ongoing basis to determine which population groups are at risk for lead poisoning by confirming GIS data with CHA data (ongoing). > Previously developed data acquired by utilizing GIS, map census data on age of housing stock, and poverty for entire county areas continue to be used. This data identifies the cities and townships most at risk for lead poisoning. Cloropleth (color shading) maps developed previously continue to be used to indicate areas within the county where pre-1978 housing exists (ongoing). Maps and tables are available for Lead/HN staff use. > Table of age of housing stock data previously developed continues to be used to show each township and city in Oneida County indicating total number and percentage of pre-1950's and pre-1978 housing. This table is made available to physicians, contractors, local news media and lead/HN staff (ongoing). > GIS and data from 2000 Census, HUD and Historical Data on area's lead poisonings continue to be used. This data includes age of housing stock, low income and very low income, addresses of children with past lead poisonings, and geocode addresses with past incidence of lead poisoning. GIS composite maps previously developed continue to be used to identify high risk census tracts/blocks in the city of Utica's 13501 & 13502 zip codes (ongoing). Tables are available for mailings, presentations and staff use. > GIS composite map image previously developed including data in previous item and with HN program area overlaid continues to be used to identify high risk areas (ongoing). Data is available for mailings, presentations and staff use. 	<p>Personnel Responsible</p> <p>Kathleen Pacello / Program Coordinator, Catherine Bullwinkle / CQIC</p> <p>Catherine Bullwinkle / CQIC</p> <p>Catherine Bullwinkle / CQIC</p> <p>Catherine Bullwinkle / CQIC</p> <p>Catherine Bullwinkle / CQIC</p>
<p>All activities must be specific, measurable, attainable, realistic, and time specific (SMART).</p>		

**CHILDHOOD LEAD POISONING PREVENTION PROGRAM
LOCAL HEALTH DEPARTMENT LEAD POISONING PREVENTION WORK PLAN
APPENDIX D-5**

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4/1/10 – 9/30/10

Goals, Objectives, and Activities

Contractor: Oneida County Health Department
Contract No.: C-021147

➤ GIS data previously queried to identify top census tracts/blocks for low and very low income children living in pre-1950s housing units at risk for lead poisoning in the City of Utica's 13501 & 13502 zip codes continues to be used to target high risk areas for the purposes of targeting Primary Prevention activities (ongoing). Maps are available for use by Lead and HN staff.

**Catherine
Bullwinkle/CQIC**

➤ Addresses associated with multiple incidences of lead poisonings will be reviewed for evidence of Notice & Demand Issuance since 1996 and review for violation of Federal Disclosure Rules (ongoing). Data is analyzed for number of children lead poisoned at each address and date of last N & D.

**Catherine
Bullwinkle/CQIC**

➤ LPP offers services to families residing in the high-risk designated areas of Utica who have children with BLLs 10-14. Services include home visual inspection, dust wipe sampling, issuance of Notice & Information, free use of HEPA vacuum and free clearance examinations. Additionally, property owners who have a child in their unit in this range will be offered free RRP training, a \$195.00 value (funded through LPP Grant).

**Rosetta St.
Peter/LPP Home
Visitation Worker**

REFUGEE POPULATIONS AT RISK

➤ New Refugee lists with date and results of first lead test received during initial Refugee Health Assessment are received monthly by the state and are reviewed by Program Coordinator and Data Manager.

**Judy Evans/Data
Manager, Kathleen**

➤ For refugees lacking a second lead test, Data Manager will put name of client, county of origin, and need for second lead test in a table without results of previous lead test and send to Medical Coordinator of the Mohawk Valley Refugee Resettlement Center and Hobart St. Clinic. Medical Coordinators mail back any information available to them in relation to second tests and sends a list of last known medical provider and/or client's address and phone number (at least quarterly). File is maintained with information related to tables sent with date sent and received.

➤ Data Manager will send reminder letters to medical providers notifying them that a second lead test is needed if it does not show on HIN and/or information has not been received from MVRRC Medical Coordinator. If medical provider indicates any specific refugee is no longer a client, Data Manager will seek assistance from MVRRC Coordinator. Program Coordinator will assist Data Manager in obtaining information upon Data Manager request. Letters will be sent to clients to remind them of retest if no other contact information can be found (ongoing). Copies are maintained of all letters mailed to providers and/or refugees.

WIC CLIENTS

➤ WIC clients are requested to complete lead hazard surveys which contain lead screening questions at each appointment. All surveys are forwarded to CLPPP and reviewed by Data Manager. Referrals are made to EI if developmental delays are noted and parent agrees to such referral. An Excel list is maintained by Data Manager

All activities must be specific, measurable, attainable, realistic, and time specific (SMART).

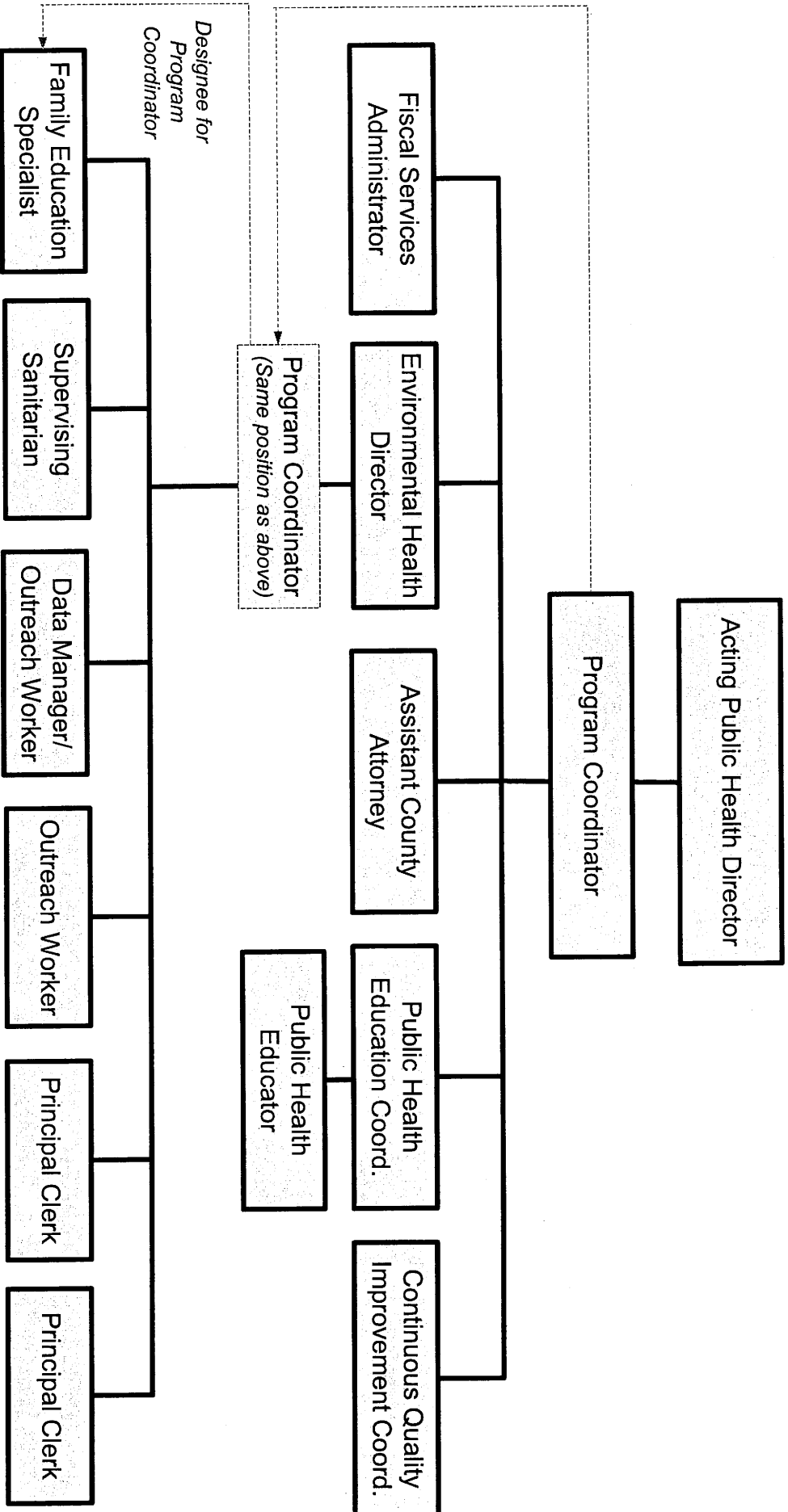
C-021147 ONEIDA COUNTYCLPPP
LIST AND DESCRIPTION OF SUPPORTING AGENCIES AND PROGRAMS
2010

- Safe Housing coalition of Central New York – Holds monthly meetings. Previously prepared and printed “Are your Children in Danger” brochures that continue to be distributed to CLPPP clients.
- United Way of Greater Utica – Hosts and participates in Safe Housing Coalition meetings.
- Excellus Blue Cross/Blue Shield – Provided funding used to purchase HEPA vacs to be loaned out to CLPPP clients and any community member upon request.
- Mid-York Library System – Displays and provides guidance and information to community members upon requests. Provides CLPPP with surveys in regard to the usefulness of materials and information provided.
- Neighborhood Center – Provides space for meetings and presentations at their Keller building at no cost to OCHD.
- Oneida County Health Coalition – Hosts quarterly meetings in which health information, including lead poisoning is shared among members to be disseminated to the public.
- Mid-York Child Care Coordinating Council – Hosts presentations in relation to lead poisoning issues. Information is provided to day care providers.
- Mohawk Valley Center for Refugee Resettlement – Cooperates with requests to assist CLPPP staff in obtaining addresses, contact, and HCP information for refugees placed in Oneida County.
- St. Elizabeth Hospital Community Design Team – Invites CLPPP/OCHD staff to meetings quarterly to provide updates related to lead activities. Works with CLPPP staff to organize and host Grand Rounds with Dr. Weinberger from RLRC.
- Mid-York Perinatal Center – Hosts Community Baby Showers in which CLPPP staff are invited to provide expectant parents with lead poisoning prevention information in the form of presentations and handouts.
- Family Nurturing Center – Healthy Families Program – Hosts lead poisoning presentations provided by CLPPP staff.
- Oneida County: Oneida County Executive’s Office – Supports CLPPP program in the annual State of the County Address. Supports lead prevention activities and participates in media events upon request.
- Oneida County Information Technology Department – Provides county website access. Works with PH Educator and CQIC to develop new lead education sections. Works with CLPPP staff and CQIC to develop databases and secure, shared computer space.
- DSS/CPS, Foster Care, Homefinding, Case Management Units- Hosts sessions in which CLPPP/LPP staff provide lead poisoning prevention and program details to staff.
- Oneida County Planning Department – Provides assistance with GIS mapping or other items to support lead prevention initiatives.
- MAMI Interpreters – Hosts lead poisoning prevention presentations for graduates from the program as provided by CLPPP staff.

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- Mohawk Valley Community Action – Includes CLPPP staff in Advisory Board Meetings. This provides an opportunity for CLPPP staff to present lead poisoning prevention information to staff from numerous community agencies. In addition, MVCAA hosts annual health fairs (began in 2009). These health fairs provide an opportunity for children enrolled in the Headstart program to receive free physical exams including BMI screening, immunizations, vision screening and dental exams. In addition, children's BLL were reviewed in LeadWeb. Children in need of BLLs received testing on site. Snacks and a lead poisoning prevention puppet show were provided with LPP funds.
- Utica College hosts presentations for Psychology/Child Life students. This provides an opportunity to educate students in lead poisoning prevention and the effects and treatment of lead poisoning.

ONEIDA COUNTY CLPPP ORGANIZATIONAL CHART 2010



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Appendix G
NOTICES

All notices permitted or required hereunder shall be in writing and shall be transmitted either:

- (a) via certified or registered United States mail, return receipt requested;
- (b) by facsimile transmission;
- (c) by personal delivery;
- (d) by expedited delivery service; or
- (e) by e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time to time designate:

State of New York Department of Health

Name: Donna Hoinski
Title: Health Program Administrator I
Address: Division of Family Health, Fiscal Unit
New York State Department of Health
Empire State Plaza
Corning Tower, Room 878
Albany, NY 12237-0657

Telephone Number: (518) 474-4569
Facsimile Number: (518) 473-3391
E-Mail Address: DMH01@health.state.ny.us

Oneida County Health Department

Name: Ms. Susan Batson
Title: Supervising Sanitarian
Address: 185 Genesee Street, 4th Floor
Utica, NY 13501

Telephone Number: (315) 798-5968
Facsimile Number: (315) 798-6486
E-Mail Address: sbatson@ocgov.net

Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this AGREEMENT by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representative for the purposes of receiving notices under this AGREEMENT. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems, and/or for dispute resolution.

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Oneida County Department of Public Works

ANTHONY J. PICENTE JR.
County Executive

DENIS S. DAVIS
Commissioner

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

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

June 15, 2010

FN 20 10 - 283

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

PUBLIC WORKS

WAYS & MEANS

Dear County Executive Picente,

A minimum of eight (8) bridge and structure reconstruction projects will begin and be completed in the summer of 2010. Since 2000, Oneida has contracted for Construction Inspection services for County funded bridge rehabilitation / replacement projects. The primary objective is to insure compliance with construction plans and specifications. As a result, quality and completion times have noticeably improved.

Proposals were solicited and received from Consultants interested in providing Construction Inspection services. Payment for this type of service is typically made on a time and materials basis. Therefore, proposals were based on hourly rates and contracts would be structured with hourly rates and not-to-exceed fees.

A large number of projects are likely to be under construction concurrently. Therefore, to provide adequate coverage by a Chief Inspector it was recommended that the work load be divided between two consultants. Therefore, on April 28, 2010 the Oneida County Board of Acquisition and Contract accepted proposals from Lochner Engineering and C&S Engineers as follows.

Acceptance of the proposal from Lochner Engineering to provide construction inspections services for Bridge/Structure rehabilitation Group 1.

Total Estimated Not-To-Exceed Fee: \$73,909.00

Bridge/Structure Group 1:

1. Structure C3-92, Walker Road / Br. Realls Creek (Deerfield)
Slipline existing 10 ft. diameter x 115 ft. long CMP
2. BIN 3310960, Butternut Road / Six Mile Creek (Rome)
Replace existing 24 ft span I-beam Bridge.
3. BIN 3310510, Mapledale Road / Tionadara Creek (Bridgewater)
Rehabilitation of existing two cell box culvert (2 – 10ft. spans).

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ONEIDA COUNTY CLERK SAUNDERS

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Acceptance of the proposal from C&S Engineers to provide construction inspections services for Bridge/Structure rehabilitation Group 2.

Total Estimated Not-To-Exceed Fee: \$60,429.50

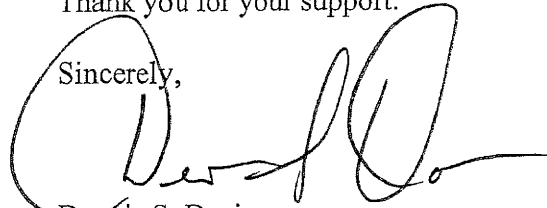
Bridge/Structure Group 2:

1. C7A-32, Valley Road / Phillips Brook (Whitestown)
Replace existing 8ft span x 4ft rise composite structure.
2. BIN 3311290, Higginsville Road / Fish Creek (Vienna)
Replace expansion joints and headers (5 joints on bridge to be replaced).
3. BIN 3310830, Shanley Road / Big Creek (Marshall)
Repair spalled concrete and corroded reinforcing bars on existing three sided arch structure.
4. BIN 3310800, River Road / Nine Mile Creek (Marcy)
Seal transverse cracks in reinforced concrete deck.
5. BIN 3310950, Wright Settlement Road / Mohawk River (Rome)
Replace expansion joint seal (one location).

Enclosed is a contract with C&S Engineers for \$60,429.50 to provide Construction Inspection services for Bridge/Structure Group 1. If acceptable, please forward to the Oneida County Board of Legislators for consideration. In order to provide services for the 2010 construction season, I respectfully request consideration by the full Board no later than **July 14, 2010**.

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 6-30-10

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Oneida County Department: Public Works

Competing Proposal X
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators Contract Summary

Name of Proposing Organization: **C&S Engineers, Inc.**
499 Col. Eileen Collins Blvd.
Syracuse, NY 13212

Title of Activity or Service: **Construction Inspection Services**

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

Summary Statements:

1) Narrative Description of Proposed Services:

Construction inspection services for county funded bridge replacement / rehabilitation projects.

2) Program/Service Objectives and Outcomes:

The primary objective is to insure compliance with construction contract documents and obtain an acceptable level of quality.

3) Program Design and Staffing Level:

N/A

Total Funding Requested: **\$60,429.50**

Oneida County Department Funding Recommendation: **\$60,429.50** Account # **H-374**

Proposed Funding Source: Federal _____ State _____ County **100%**

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

Past Performance Data: **N/A**

Oneida County Department Staff Comments

CONSULTING SERVICES AGREEMENT

This agreement ("Agreement"), with an effective date of June _____, 2010, is by and between Oneida County ("CLIENT") and C&S Engineers, Inc. ("CONSULTANT").

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1 SCOPE OF SERVICES

1.1 The services to be performed by CONSULTANT for CLIENT under this Agreement are set out in Attachment A ("Services"), incorporated herein by reference. The Services are to be performed in support of the project identified in Attachment A ("Project").

2 COMPENSATION

2.1 CLIENT shall pay CONSULTANT, as compensation for the Services ("Compensation"), based on CONSULTANT' Billing Rate schedule ("Rate Schedule"), Attachment B, incorporated herein by reference.

3 INVOICING AND PAYMENT

3.1 CONSULTANT shall submit its standard monthly invoice describing the Services performed and expenses incurred during the preceding month. CLIENT shall make payment of all undisputed portions of such invoice and provide written justification for the withholding of any disputed portions to CONSULTANT within 30 calendar days after receipt of CONSULTANT's monthly invoice.

3.2 CLIENT agrees that timely payment is a material term of this Agreement, and failure to make timely payment as agreed constitutes a material breach hereof. Payment of all Compensation due CONSULTANT pursuant to this Agreement shall be a condition precedent to CLIENT's use or reliance upon any of CONSULTANT's professional services or work products furnished under this Agreement.

3.3 In the event payment for the Services has not been made within 60 calendar days from the date of the invoice, CONSULTANT may, after giving 7 calendar days written notice and without penalty or liability of any nature, and without waiving any claim against CLIENT, suspend all or any part of the Services. In order to defray carrying charges resulting from delayed payments, simple interest at the rate of 1.5% per month (18% per annum), not to exceed the maximum rate allowed by law, shall be added to the unpaid balance of each invoice. The interest period shall commence 30 calendar days after the date of the invoice. Payments shall first be credited to interest and then to principal.

4 PERIOD OF PERFORMANCE

4.1 This Agreement shall have an effective date as set forth above and shall remain in effect until December 31, 2010, unless terminated earlier pursuant to this Agreement.

5 CLIENT'S RESPONSIBILITIES

5.1 CLIENT shall designate in writing a person to act as CLIENT's representative with respect to this Agreement. Such person will have complete authority to transmit instructions, receive information and interpret and define CLIENT's policies and decisions.

5.2 CLIENT shall furnish to CONSULTANT all applicable information and technical data in CLIENT's possession or control which CLIENT may lawfully release, including but not limited to, maps, surveys, drawings, soils or geotechnical reports, and any other information relating to the Services and requested by CONSULTANT. CLIENT shall also disclose to CONSULTANT hazards at the project site ("Site") which pose a significant threat to human health or the environment. CONSULTANT shall be entitled to reasonably rely upon the information provided by CLIENT, CLIENT's representatives, or from generally accepted sources without independent verification except to the extent such verification is expressly included in the scope of Services.

5.3 CLIENT shall examine all studies, reports, sketches, drawings, specifications, and other documents presented by CONSULTANT, seek legal advice, the advice of an insurance counselor, or other consultant(s), as CLIENT deems appropriate for such examination. If any document requires CLIENT to approve, comment, or to provide any decision or direction, such approval, comment, decision or direction shall be provided within a reasonable time within the context of the schedule for the Services ("Project Schedule").

5.4 CLIENT shall arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to properly perform the Services.

5.5 CLIENT shall obtain, where applicable, the following:

5.5.1 All published advertisements for bids;

5.5.2 All necessary land, easements, and rights-of-way;

5.5.3 All items and services not specifically covered by the terms and conditions of this Agreement.

5.6 CLIENT shall pay for any costs associated with the above items.

6 CONSULTANT'S RESPONSIBILITIES

6.1 CONSULTANT shall designate a project manager for the performance of the Services.

6.2 CONSULTANT shall perform the Services as an independent contractor and not as CLIENT's agent or employee. CONSULTANT shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees and agents.

6.3 The standard of care applicable to CONSULTANT's Services will be the degree of skill and diligence normally employed by professional consultants performing the same or similar services at the time and location said Services are performed. CONSULTANT will re-perform any Services not meeting this standard without additional compensation.

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6.4 CONSULTANT may, during the course of its Services, prepare opinions of the cost of construction. CLIENT acknowledges, however, that CONSULTANT has no control over costs of labor, materials, competitive bidding environments and procedures, unknown field conditions, financial and/or market conditions or other factors affecting the cost of the construction and the operation of the facilities, the design of which is contemplated by this Agreement, all of which are and will unavoidably remain in a state of change. CLIENT therefore acknowledges that CONSULTANT cannot and does not make any warranty, promise, or representation, either express or implied, that proposals, bids, project construction costs, or cost of operation or maintenance will not vary substantially from its cost estimates.

6.5 When CONSULTANT provides on-site monitoring personnel during construction as part of its Services, the on-site monitoring personnel will notify CLIENT of any observed defects in the Work; will otherwise make reasonable efforts to guard CLIENT against defects and deficiencies in the work of the contractor(s) and will help to determine if the provisions of the contract documents are being fulfilled. The providing of on-site monitoring personnel will not, however, cause CONSULTANT to be responsible for those duties and responsibilities which belong to the construction contractor, and which include, but are not limited to, full responsibility for the means, methods, techniques, sequences and progress of construction, and the health and safety precautions incidental thereto, and for performing the construction in accordance with the contract documents.

6.6 In addition to or in lieu of on-site personnel, CONSULTANT's off-site staff may periodically visit the Project site as part of its Services. Such periodic visits and any observations made by CONSULTANT during such periodic visits shall not make CONSULTANT responsible for, nor relieve the construction contractor of the sole responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s), and for all safety precautions incidental thereto.

6.7 All samples, sample residues, and byproducts from the sample testing process relating to the Services shall be disposed of by CONSULTANT in accordance with applicable Law. If included in the Scope of Services, CONSULTANT shall also dispose of all non-hazardous waste generated in the performance of the Services.

6.8 CONSULTANT shall not arrange or otherwise be responsible for the disposal of any regulated waste, including but not limited to toxic, radioactive or hazardous substances, wastes or materials ("Hazardous Wastes") associated with the Services, either directly or indirectly through its subcontractors or others. CONSULTANT, at CLIENT's request, may assist the CLIENT in identifying or evaluating disposal alternatives for the off-site treatment, storage or disposal of Hazardous Wastes, but neither CONSULTANT nor others for whom CONSULTANT bears responsibility related to the Services shall make any independent determination relating to the selection of a treatment, storage or disposal facility or sign any hazardous waste manifest.

7 CHANGE ORDERS

7.1 CLIENT or CONSULTANT may, from time to time, request modifications or changes in the scope of Services. To the extent that the scope of the Services to be performed by CONSULTANT has been affected, CONSULTANT's Compensation and Project Schedule shall be equitably adjusted. All changes shall be set forth in a written Change Order in the form of Attachment C, incorporated herein by reference, and executed by both parties.

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8 FORCE MAJEURE

8.1 Neither party shall be responsible for a delay in its performance under this Agreement, other than a delay in payment for Services already performed, if such delay is caused by extraordinary weather conditions or other natural catastrophes war, riots, strikes, lockouts or other industrial disturbances, acts of any governmental agencies or other events beyond the reasonable control of the claiming party. CONSULTANT shall be entitled to an equitable adjustment to the Compensation and the Project Schedule as a result of any such delay.

9 CONFIDENTIALITY

9.1 CONSULTANT shall treat as confidential and proprietary all information and data delivered to it by CLIENT. Confidential information shall not be disclosed to any third party, other than CONSULTANT's subcontractors or subconsultants, during or subsequent to the term of this Agreement. Nothing contained herein shall preclude CONSULTANT from disclosing information or data: (i) in the public domain without breach of this Agreement; (ii) developed independently by CONSULTANT; (iii) received by CONSULTANT on a non-confidential basis from others who had a right to disclose such Confidential Information; or (iv) where disclosure or submission to any governmental authority is required by applicable statutes, ordinances, codes, regulations, consent decrees, orders, judgements, rules, and all other requirements of any and all governmental or judicial entities that have jurisdiction over the Subcontracted Services ("Law"), but only after actual prior written notice has been received by the CLIENT and CLIENT has had a reasonable opportunity to protect disclosure of such Confidential Information.

10 RIGHTS IN DATA

10.1 All work products provided by CONSULTANT to CLIENT shall be deemed to be work-for-hire and shall belong to CLIENT ("Work Product"). Methodologies and other instruments of service used to prepare the Work Product shall remain the property of CONSULTANT. Any modification or reuse of the Work Product without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to CONSULTANT or to CONSULTANT's subcontractors and subconsultants.

11 INSURANCE

11.1 CONSULTANT will maintain the following coverages while performing Services, subject to the terms and conditions of the policies.

<u>TYPE</u>	<u>AMOUNT</u>
Workers Compensation	Statutory
Employers' Liability	\$1,000,000 policy limit
Commercial General Liability	\$1,000,000
Automobile Liability	\$1,000,000
Professional Liability	\$1,000,000
Contractors Pollution Liability	\$1,000,000

12 INDEMNITY

12.1 CONSULTANT agrees to indemnify CLIENT, its officers, directors and employees, from loss or damage for bodily injury or property damage, ("Claims"), to the extent caused by the negligence or willful misconduct of CONSULTANT in the performance of the Services. This obligation to indemnify CLIENT shall not impose any obligation on CONSULTANT that exceeds the Limitation of Liability provisions set forth below.

12.2 IN NO EVENT SHALL CONSULTANT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOST PROFITS OR INTERRUPTION OF BUSINESS) ARISING OUT OF OR RELATED TO THE SERVICES PROVIDED UNDER THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13 LIMITATION OF LIABILITY (Not Used)

14 PREEXISTING CONDITIONS

14.1 CLIENT hereby understands and agrees that CONSULTANT has not created nor contributed to the creation or existence of any Hazardous Substances at or related to the Project site or in connection with or related to this Agreement. The compensation to be paid CONSULTANT for the Services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such Hazardous Substances. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold CONSULTANT, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including but not limited to attorney's fees and court costs, arising out of, or resulting from the threatened or actual release of Hazardous Substances ("Release"), except to the extent that such Release is caused by the negligence or willful misconduct of CONSULTANT. Nothing contained within this Agreement shall be construed or interpreted as requiring CONSULTANT to assume the status of a generator, arranger, transporter or as a storage, treatment or disposal facility as those terms appear within applicable Law.

15 SOFTWARE

15.1 CONSULTANT, as part of the Services, may furnish, recommend, or identify to CLIENT certain third party software. As CONSULTANT is not the author, manufacture, or developer of such software, CONSULTANT does not give any warranty, express or implied of third party software, and shall not be liable for any defects in such software but will pass the manufacturer's warranty to the CLIENT.

15.2 CONSULTANT warrants that as to Software developed under this Agreement that: (i) the Software will perform substantially in accordance with written materials provided with the software for a period of 90 days from the date that it is received by CLIENT; and (ii) the media on which the Software is distributed shall be free from defects in materials and workmanship for a period of 90 days from the date that it is received by the CLIENT. CONSULTANT's entire liability and CLIENT'S exclusive remedy under this limited warranty will be, at s option, either (i) the return of the price paid for the Software or (ii) repair or replacement of the Software or the media that is returned to CONSULTANT. This limited warranty is void if the failure of the Software or media is due to accident, abuse, misapplication or unauthorized modification. Any replacement Software or media will be warranted for the remainder of the original warranty period or 30 days, whichever is longer.

15.3 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CONSULTANT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SOFTWARE AND) THE ACCOMPANYING WRITTEN MATERIALS. CONSULTANT DOES NOT WARRANT THAT THE SOFTWARE WILL MEET CLIENT'S REQUIREMENTS, THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT THE SOFTWARE WILL OPERATE IN COMBINATION WITH ANY OTHER SOFTWARE THAT CLIENT SELECTS FOR ITS USE, OR THAT DEFECTS OR ERRORS IN THE SOFTWARE WILL BE CORRECTED. CONSULTANT FURTHER DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF USE OF THE SOFTWARE OR ACCOMPANYING WRITTEN MATERIALS WITH RESPECT TO THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CONSULTANT SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS LIMITED WARRANTY. SOME STATES' JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO THE CLIENT UNDER SUCH CIRCUMSTANCES.

16 SUSPENSION

16.1 CLIENT may, at any time and without cause, suspend the Services of CONSULTANT, or any portion thereof for a period of not more than 90 days by notice in writing to CONSULTANT. CONSULTANT shall resume the Services on receipt from CLIENT of a written notice of resumption of the Services. If such suspension causes an increase in CONSULTANT's cost or a delay in the performance of the Services, then an equitable adjustment shall be made to the Compensation and Project Schedule, as appropriate. In the event that the period of suspension exceeds 90 days, the contract time and compensation are subject to renegotiation.

17 TERMINATION

17.1 CLIENT may terminate all or part of this Agreement for CLIENT' s convenience by providing 10 days written notice to CONSULTANT. In such event, CONSULTANT will be entitled to Compensation for the Services performed up to the effective date of termination plus compensation for reasonable termination expenses. CONSULTANT will not be entitled to compensation for profit on Services not performed.

18 DISPUTES RESOLUTION - ARBITRATION (Not Used)

19 NOTICE

19.1 Any notice or communication required or permitted by this Agreement shall be deemed sufficiently given if in writing and when delivered personally or 48 hours after deposit with the a receipted commercial courier service or the U.S. Postal Service as registered or certified mail, postage prepaid, and addressed as follows:

CLIENT

County of Oneida

800 Park Avenue

Utica, NY 13501

Attn: _____

CONSULTANT

C&S Engineers, Inc.

499 Col. Eileen Collins Blvd.

Syracuse, NY 13212

Attn: James F. Morrissey, P.E.

or to such other address as the party to whom notice is to be given has furnished to the other party(ies) in the manner provided above.

20 SURVIVAL OF CONTRACT TERMINATION

20.1 The Articles relating to Indemnification and Limitation of Liability shall survive termination the completion of the Services, payment in full of the Compensation and termination of this Agreement.

21 MISCELLANEOUS

21.1 Governing Law. The validity, construction and performance of this Agreement and all disputes between the parties arising out of this Agreement or as to any matters related to but not covered by this Agreement shall be governed by the laws, without regard to the laws as to choice or conflict of laws, of the State where the Project is located.

21.2 Assignment. Neither this Agreement nor any rights under this Agreement may be assigned by any party without the prior written consent of the other party(ies).

21.3 Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

21.4 Parties in Interest. Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the parties any right or remedy under or by reason of this Agreement.

21.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

21.6 Amendment and Waiver. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement, including any investigation by or on behalf of any party, shall be deemed to constitute a waiver by that party of its or any other party's compliance with any provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

21.7 Venue, Jurisdiction and Process. The parties agree that any arbitration proceeding arising out of this Agreement or for the interpretation, performance or breach of this Agreement, shall be instituted in the County where the Project is located, and each party irrevocably submits to the jurisdiction of such proceeding and waives any and all objections to jurisdiction or venue that it may have under the laws of that state or otherwise in such proceeding.

21.8 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.

21.9 Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between CONSULTANT and CLIENT. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

21.10 Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties, pertaining to that subject matter.

CLIENT

CONSULTANT

Signature

Signature

Name (Printed or Typed)

James F. Morrissey, P.E.
Name (Printed or Typed)

Date

Date

ATTACHMENT A

ONEIDA COUNTY GROUP 10-2 PROJECTS

CONSTRUCTION INSPECTION SCOPE OF WORK & PROJECT DESCRIPTION

The Consultant will provide construction inspection services for County Funded Bridge Replacement / Rehabilitation projects to be built in 2010. The Consultant shall provide a billing rate schedule for all personnel to be utilized, including office support staff. Overtime multipliers for applicable personnel are to be included. Hourly billing rates for field personnel shall include all materials and equipment necessary to effectively carry out the duties of an inspector. Inspectors will bill for actual time on site and office review time only. Due to the nature of County bridge projects a field office is not typically provided. The consultant's rate shall take into account the use of a private or consultant supplied vehicle as a field office. Document printing, copying, photo logs and mailings shall be billed as reimbursable expenses with no markup.

Full time construction inspection services will not be required. The Consultant will be required to provide "as needed" or part time inspection services, dependent upon the scope of the project. Oneida County may also require a single inspector to cover multiple project sites.

The general scope of services for all Oneida County construction projects shall be as outlined below. Individual projects may require deviation from these basic services. Oneida County will discuss project specific requirements with the inspector prior to construction.

1. In accordance with this contract, the inspector will:
 - a. Keep a diary and digital photo log of all events pertinent to the progression of the project.
 - b. Verify that materials utilized are as specified in the contract documents.
 - c. Assure the project is built to the lines, grades and in accordance with the approved plans and specifications.
 - d. Document quantities in a manner sufficient to recommend payment for work completed.
 - e. Review and make recommendation of Contractor's requests for payment.
 - f. Keep County Liaison informed of progression of work.
2. Following bid opening and award of a project, Oneida County will forward bid results, plans and specifications to the inspector.
3. Oneida County will arrange for and conduct a preconstruction meeting. Oneida County will compile and distribute meeting minutes to all attendees. Contractor will provide project schedule, intended start date and a schedule of values to all attendees.
4. The project designer will review and approve all shop drawings. Upon approval, copies will be made available to the inspector.

5. The inspector will keep a project specific diary. The diary will describe the progress of work, size of work force, equipment being used, weather conditions, and any specific problems encountered. Diaries will be forwarded to the County weekly, regardless of quantity of work performed. Digital photos will document progression of work and upon project completion, photos will be assembled on CD-ROM and a copy will be provided to the County.
6. The Contractor will be responsible for notifying the materials testing firm of their intended work schedule and services required. All applicable concrete pours will be tested in accordance with accepted practices and procedures. Minor placement of backfill items may be exempt from testing based on visual inspection and acceptance. The inspector will observe testing procedures, review test results and recommend acceptance or rejection of materials tested.
7. The inspector will take measurements, obtain a copy of delivery tickets, and record all pertinent information necessary to verify and recommend contractors payment requests.
8. The inspector will monitor construction activities and inform the County of the projects progression. The inspector will make recommendations to the County for any minor changes requested by the Contractor. The inspector will confer with the project designer regarding any proposed structural modifications. Any proposed changes must have prior approval of the County before being implemented.
9. The inspector will maintain a set of record drawings during construction. Upon project completion the inspector will forward marked up drawings to the County. The County will forward marked up drawings to the project designer to generate record plans.
10. The inspector will develop a punch list upon substantial completion of the project. The inspector will coordinate a meeting between the Contractor and the County to review the punch list.
11. The inspector will review Contractor requests for payment and forward recommendation to the County for processing. All requests for payment will be processed within two weeks after receipt, provided all information supplied is accurate and thorough.
12. The inspector will invoice the County monthly for services rendered. Personnel billing rates, and reimbursable expenses shall be submitted and shall be marked "Exhibit B".

Attachment B

2010 BILLING RATE SCHEDULE

<u>Personnel</u>	<u>Hourly Rate*</u>	<u>Overtime Category</u>
Project Manager	\$110.00	A
Chief Construction Inspector	\$ 67.50	B
Construction Inspector	\$ 48.00	C
Administrative Assistant	\$ 36.00	C

Overtime Policy

- A indicates no compensation for overtime
- B indicates straight time for overtime
- C indicates rate times 1.5 for overtime

Reimbursable Expense Rates

External reprographic services and priority mailings will be billed with no markup. There will be no charge for regular mailings, faxes, and copying done from our office.

Maximum Contract Value

The fee amount paid to the Consultant shall not exceed \$60,429.50.

* Rates shown are for the 2010 calendar year. Billing rates will be escalated 3% for work performed during 2011.

Attachment C

Contract No. _____

Change Order No. _____

Effective Date _____

CHANGE ORDER

In accordance with Article 7 of the Consulting Services Agreement (Hourly Rate) (Env) dated _____, 2010 ("Agreement") between Oneida County ("CLIENT") and C&S Engineers, Inc. ("CONSULTANT"), this Change Order modifies the Agreement as follows:

1. Change in Services:

2. Change in time of Performance (attach schedule if appropriate):

3. Change in CONSULTANT's Compensation:

All other terms and conditions remain unchanged.

CLIENT

Signature

Name (Printed or Typed)

Date

CONSULTANT

Signature

Name (Printed or Typed)

Date