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COMMUNICATIONS FOR DISTRIBUTION
FOR
DECEMBER 20, 2023
MEETING

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

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ONEIDA-HERKIMER SOLID WASTE AUTHORITY

1600 Genesee Street, Utica, New York 13502
T 315.733.1224 | F 315.733.2305
ohswa.org

Preserving the environment through integrated recovery and disposal.

October 25, 2023

FN 20 23 - 353

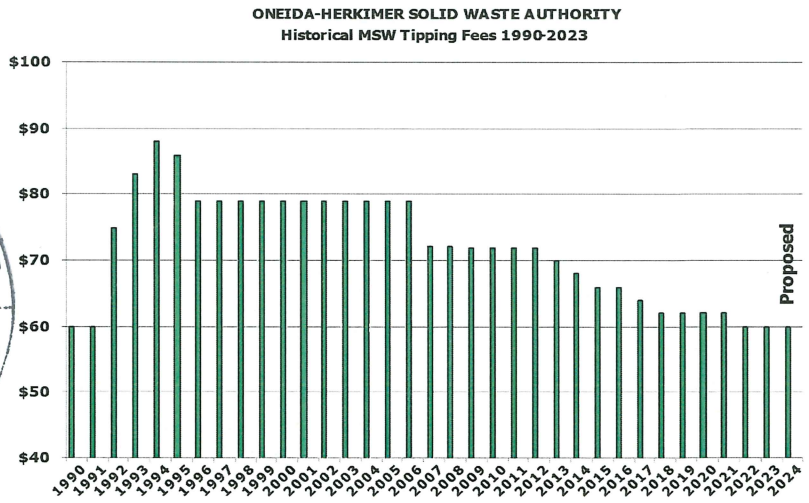
Mr. Mikale Billard
Clerk
Oneida County Board of Legislators
800 Park Ave.
Utica, NY 13501

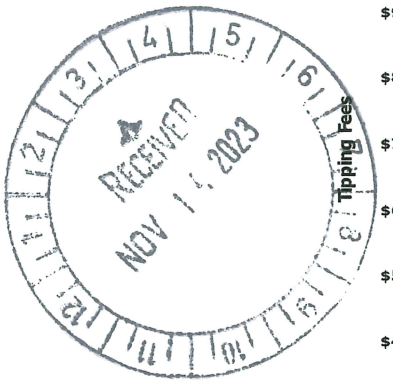
READ & FILED

Dear Mr. Billard:

I am pleased to submit the attached proposed 2024 budget for the Oneida-Herkimer Solid Waste Authority, pursuant to Article IX, Section 9.2 of the Authority Bylaws and the Public Authorities Accountability Act of 2005. Highlights of the Authority's proposed budget and rates for 2024 include:

- The Authority will maintain tipping fees for municipal solid waste (MSW), sludge, and local solid waste (LSW). All other rates will also remain the same.
- The Authority will maintain the rate for source separated organics (SSO) [food waste] of $40 per ton. The Authority's SSO processing facility became operational in second quarter 2019 and will process SSO to be diverted from the landfill and converted to electricity.
- In 2024, the Authority will continue to offer two reduced tip fee programs to assist Oneida-Herkimer Counties and its municipalities. The first program provides for reduced tip fees for disposal of debris following a disaster, such as a flood ($42.00 per ton). The second program provides for reduced tipping fees to assist Industrial Development Agencies and Developers related to Brownfield clean-up and Industrial Development Projects ($42.00 per ton). Both programs require an application and Board approval.





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GET SOCIAL WITH THE AUTHORITY:

REVENUE HIGHLIGHTS

- 2024 projected tonnage estimates based upon 8-month actual tonnage in 2023 and a review of historical data.
- Sale of recyclables revenues forecasted with 8-month data from 2023, historical review and market projections for 2024.
- The out of county recyclables processing revenue has slightly increased with the projected annual tonnage from Oswego, Lewis and Fulton Counties. Projected revenue is $892,000.
- The Authority projects six months of landfill gas revenue in anticipation of construction of the renewable natural gas operation coming online in 2025.
- Carbon credit revenue is budgeted through December 2024. Projected revenue is $800,000.
- The Authority will continue to waive the permit fee for the haulers/businesses and municipalities for 2024.

EXPENSE HIGHLIGHTS

- Health insurance expense budgeted at 12.5% increase over 2023 premiums.
- Budget reflects $465,000 of contracted direct payments made to the Town of Ava and the Town and Villages of Boonville, consistent with our Host Community Agreements.
- Fuel expense was budgeted at $4.00 per gallon as the result of industry forecasts.
- Capital projects funded through tipping fees will be $219,000 for 2024.
- Public education expenses are projected to be $75,000.
- Workers' compensation budget is based upon 5-year average of the Authority's actual claims.
- The annual contributions to the NYS Retirement System will stay consistent with 2023 costs as rates have remained relatively the same.

MUNICIPAL BUDGETS

- The Authority manages the waste and recyclables collection systems for the City of Utica and the Village of Ilion, Frankfort, Mohawk, Herkimer and Dolgeville. The Authority currently maintains a separate accounting system for each municipality.

A public hearing and an overview of the proposed 2024 budget will be held preceding the November 20, 2023 Board meeting at 4:30 PM. A vote on the proposed 2024 budget is anticipated at the December 18, 2023 meeting.

Please feel free to contact me if you have any questions.

Sincerely,

William A. Rabbia
Executive Director

WAR/jmt

ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

November 29, 2023

FN 20 23 - 354

WAYS & MEANS

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

Honorable Members:

I submit herewith for your approval the appointment of three (3) members from the Oneida County Volunteer Firemen's Association to serve on the Oneida County Fire Advisory Board:

Tom Dwyer – New York Mills Fire Department	Term Expiring December 31, 2025
Thomas Rothdiener – Oriskany Fire Department	Term Expiring December 31, 2025
Phil Dana, Jr. – Floyd Fire Department	Term Expiring December 31, 2025

I respectfully request that you approve their appointments at your earliest convenience.

Thank you.

Very truly yours,

Anthony J. Picente, Jr.
Oneida County Executive

RECEIVED
NOV 30 2023

3

Anthony J. Picente Jr.
Oneida County Executive

Amanda L. Cortese-Kolasz
Commissioner of Personnel

ONEIDA COUNTY
DEPARTMENT OF PERSONNEL

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501-2986
Phone: (315) 798-5726 ♦ **Fax:** (315) 798-6490

November 21, 2023

FN 20 23 - 355

WAYS & MEANS

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

Re: Request for Extended Sick Leave with Pay for Michael Gerardi

Dear County Executive Picente:

Attached, please find correspondence from Sheriff, Robert M. Maciol, requested extended sick leave with pay for Michael Gerardi, a Correction Officer in the Oneida County Sheriff's Office.

Mr. Gerardi began his employment with the County on May 8, 2008, and has fifteen (15) years of continuous service with the County. Pursuant to the Oneida County Personnel Rules, he may be granted up to forty (40) working days of extended sick leave with pay with the understanding that he is obligated to pay back the sick days used upon his return to work. He has also applied for the Leave Donation Program as required by the Oneida County Personnel Rules.

I recommend that this request be forwarded to the Board of Legislators for consideration at their December 20, 2023 meeting. As always, I am available to answer any questions or concerns that either you or the Board of Legislators may have regarding this matter.

Respectfully submitted,

Amanda L. Cortese-Kolasz

Amanda L. Cortese-Kolasz

cc: Comptroller
County Attorney
Budget Director

RECEIVED
NOV 27 2023

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

Anthony J. Picente, Jr.
County Executive

Date 11-22-23

Anthony J. Picente Jr.
Oneida County Executive

Amanda L. Cortese-Kolasz
Commissioner of Personnel

ONEIDA COUNTY
DEPARTMENT OF PERSONNEL

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501-2986
Phone: (315) 798-5726 ♦ **Fax:** (315) 798-6490

November 13, 2023

FN 2023-356

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

WAYS & MEANS

Re: Collective Bargaining Agreement Between the County of Oneida/Mohawk Valley Community College and United Public Service Employees Union – Blue Collar Unit

Dear County Executive Picente:

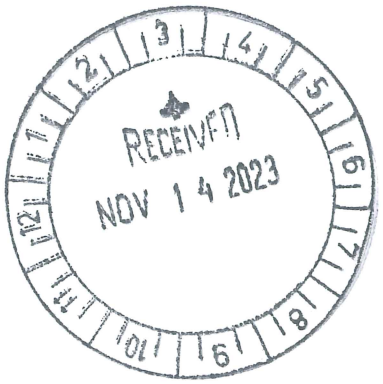
I am pleased to report that the County of Oneida/Mohawk Valley Community College and the United Public Service Employees Union – Blue Collar Unit (UPSEU) have reached a tentative agreement for a new five (5) year collective bargaining agreement that covers the period of January 1, 2024 through December 31, 2028. Negotiations for this agreement began on August 29, 2023, and concluded after five (5) sessions on October 10, 2023. UPSEU membership approved this agreement by a vote of 115-24

The highlights of this agreement are as follows:

- Salary
  - There is a new salary schedule for the entire unit that raises starting salaries to assist with recruitment, and also raises salaries at various steps to assist with retention. This new salary schedule will go into effect January 1, 2024.
  - On-Step increases in years 2025 – 2028 are 3% in addition to step movement.
  - Off-Step increases in years 2024 – 2028 are 4% each year with an additional $1,000 off-step differential.

- Longevity increases to further assist with employee retention.
  - $1,000 in longevity pay upon five years of service.
  - $200 per year after that, for up to 25 years of service.
  - Longevity payments cap at $5,000 after 25 years.

- Shift Differential increases in the majority of departments.
  - 2nd shift increasing from $.75 per hour to $2.00 per hour.
  - 3rd shift increasing from $.80 per hour to $3.00 per hour.



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- For employees working 12 hour shifts, shift differential increasing from $2.00 per hour to $4.00 per hour for 2nd shift.

- Enhanced salary provisions for promotions to incentivize promotion from within.

- $5,000 per year incentive payments for employees holding and utilizing specialized licenses for the County's benefit including:
  - CDL A license;
  - Professional Engineer License;
  - Professional Land Surveyor License; and
  - Certified Motor Vehicle Inspector License.

- Salary grade reallocations as follows:
  - Assistant Chief Wastewater Treatment Plant Operator from 36B to 37B
  - Chief Wastewater Disposal Solids Operator from 34B to 35B
  - Senior Wastewater Treatment Plant Operator from 29B to 30B
  - Wastewater Treatment Plant Operator from 27B to 28B
  - Airport Maintenance Worker from 15B to 18B
  - Airport Maintenance Supervisor from 17B to 21B
  - Superintendent of Airport Maintenance from 30B to 31B
  - Assistant Superintendent of Buildings & Grounds from 24B to 25B
  - District Supervisor from 22B to 25B
  - Heavy Equipment Mechanic Supervisor from 22B to 25B

There are some additional changes detailed in the tentative agreement, a copy of which is attached herewith.

I believe that this contract is fair to the employees and the taxpayers, while also advancing the County to position us competitively to recruit and retain employees. As such, I recommend approval of this agreement and ask that you forward this request to the Board of Legislators for consideration at their December 2023 meeting.

Last, I would like to thank both negotiating teams for their efforts in bringing this matter to conclusion. As always, I am available to answer any questions or concerns that either you or the Board of Legislators may have regarding this agreement.

Respectfully submitted,

Amanda L. Cortese-Kolasz

Enclosure

cc: Comptroller
County Attorney
Budget Director

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

Anthony J. Picente, Jr.
County Executive

Date 11-13-23

MEMORANDUM OF AGREEMENT

by and between

THE COUNTY OF ONEIDA/MOHAWK VALLEY COMMUNITY COLLEGE

and

UNITED PUBLIC SERVICE EMPLOYEES UNION (BLUE COLLAR UNIT)

WHEREAS, the Collective Bargaining agreement between the County of Oneida/Mohawk Valley Community College (the "County") and the United Public Service Employees Union (Blue Collar Unit) ("UPSEU") will expire on December 31, 2023; and

WHEREAS, the parties have reached a settlement for a successor collective bargaining agreement for the period of January 1, 2024 to December 31, 2028, and wish to commit such to writing;

NOW, THEREFORE, the parties hereto agree that the current Collective Bargaining Agreement and all terms and conditions of employment set forth therein shall remain in full force and effect except as herein modified (items to be deleted are ~~stricken~~, and new ***language is bold, underlined, and italicized***):

ARTICLE 6 – MEMBERSHIP DUES AND UNION SECURITY

6.9 The County agrees that it will allow an aggregate maximum of ~~fifteen (15) days~~*fifty-six (56) hours* per year time off with pay at the regular straight-time hourly rate to employees who are Union Stewards or UPSEU Unit Chief Steward to attend UPSEU conferences, conventions, meetings, *or* special sessions ~~or training~~ upon approval of the County Executive, provided that no more than two (2) employees are absent from a department at the same time. *The County agrees that it will allow an aggregate maximum of one hundred twelve (112) hours per year time off with pay at the regular straight-time hourly rate to employees who are Union Stewards or UPSEU Unit Chief Steward to attend UPSEU training upon approval of the County Executive, provided that no more than two (2) employees are absent from a department at the same time.* For purposes of this Section, the Union agrees to correspond with the Department Head involved and the Commissioner of Personnel thirty (30) days in advance whenever practicable and inform them of the exercise of these rights.

The Commissioner of Personnel shall have the approval, so far as record-keeping only is concerned, as to whether the UPSEU member will attend with pay or upon his or her own time such as compensatory time, vacation, personal leave, or leave without pay. Special delegates' meetings may be attended only on approval of the County Executive and not be subject to the maximum above.

ARTICLE 9 – ADMINISTRATION OF THE SALARY SCHEDULE

9.1 Salary

A. On January 1, ***2024****, the 2023 salary schedule shall be eliminated and replaced with the 2024 salary schedule attached hereto. Employees who would have been placed on Step 6 or Step 7 of the 2023 salary schedule on January 1, 2024 shall be placed on Step 1 of the 2024 salary schedule. Employees who would have been placed on Step 8 of the 2023 salary schedule on January 1, 2024 shall be placed on Step 2 of the 2024 salary schedule. Employees who would have been placed on Step 9 or Step 10 of the 2023 salary schedule on January 1, 2024 shall be placed on Step 3 of the 2024 salary schedule. Employees who would have been placed on Step 11 of the 2023 salary schedule on January 1, 2024 shall be placed on Step 4 of the 2024 salary schedule. Employees who would have been placed on Step 12 or Step 13 of the 2023 salary schedule on January 1, 2024 shall be placed on Step 5 of the 2024 salary schedule. Employees who would have been placed on Step 14 of the 2023 salary schedule on January 1, 2024 shall be placed on Step 6 of the 2024 salary schedule. Employees who would have been placed on Step 15 of the 2023 salary schedule on January 1, 2024 shall be placed on Step 7 of the 2024 salary schedule. On January 1, 2025*~~2~~, the 202~~4~~~~1~~ schedule shall be increased by ~~2.5~~*3*% to create the 202*5*~~2~~ schedule. ~~and; o~~*O*n January 1, 202*6*~~3~~, the 202*5*~~2~~ schedule shall be increased by *3*~~2.5~~% to create the 202*6*~~3~~ schedule. *On January 1, 2027, the 2026 schedule shall be increased by 3% to create the 2027 schedule. On January 1, 2028, the 2027 schedule shall be increased by 3% to create the 2028 salary schedule.*

B. Each employee shall be eligible for annual step movement on the 2022*5, 2026, 2027* and 2023*8* schedule with step movement occurring on January 1, 2022*5, January 1, 2026, January 1, 2027* and January 1, 2028~~3~~. However, new employees hired subsequent to September 30th of any calendar year will remain at *the first step*~~Step 6~~ until January 1st of the second calendar year following the calendar year in which they were hired. It is also understood that step movement shall continue on each January 1st after the expiration date of this Agreement. Notwithstanding this, upon reaching ~~Step 15~~*the last step* of the particular salary grade, there shall be no further step movement or base salary increases until such time as a successor agreement to this Agreement is negotiated.

~~C. Any employee who was "off step" in 2021, and whose base salary for 2022 taking into consideration the previously negotiated 2.75% increase to the base salary for employee's "off step," would have resulted in a base salary between Step 13 and Step 14, or equal to Step 14 on the 2022 salary schedule shall be placed at Step 14 of the 2022 salary schedule and shall progress pursuant to Article 9 of the Collective Bargaining Agreement thereafter. Any employee who was "off step" in 2021, and whose base salary for employee's "off step," would have resulted in a base salary between Step 14 and Step 15, or equal to Step 15 on the 2022 salary schedule shall be placed at Step 15 of the 2022 salary schedule and shall progress pursuant to Article 9 of the Collective Bargaining Agreement.~~

~~D.~~C. ———Upon an employee's reaching the maximum step, there shall be no further step movement during the life of this Agreement and the employee will become "off the schedule". Each employee who has been "off the schedule" shall be eligible to receive a ~~4.25~~4% increase to his/her salary effective January 1, 202*4, January 1, 2025, January 1, 2026, January 1, 2027*~~2~~ and January 1, 202~~3~~*8*. Each employee who becomes "off the schedule" during the life of this Agreement shall be eligible for any of the above salary increases that occur subsequent to said employee becoming "off the schedule". There shall be no further base salary increases until such time as a successor agreement to this Agreement is negotiated.

~~E.~~D. ~~Step 2, Step 3, Step 4 and Step 5 shall be eliminated from the salary schedule effective January 1, 2022 such that Step 6 shall be the new startingsalary on the schedule. Any employee that is at Step 2, Step 3, Step 4 or Step 5 on January 1, 2022 shall be moved to Step 6.~~

~~F. Effective January 1, 2022, there shall be two (2) additional steps added to the salary schedule, namely Step 14 and Step 15.~~

9.2 Permanent, Provisional and Contingent Permanent Promotions

When an employee is promoted on a permanent, provisional or contingent permanent basis, he/she shall be placed at the *same step in the new grade that the employee was at in the lower grade.* ~~lowest step of his/her new salary grade which provides a salary increase of at least $800. Effective January 1, 2019, when an employee is promoted on a permanent, provisional or contingent permanent basis, he/she shall be placed at the lowest step of his/her new salary grade which provides a salary increase of at least $1,200.~~

9.3 Demotion and Exercise of Seniority Displacement Rights

When an employee is demoted *(voluntarily or involuntarily)* or when an employee exercises his/her seniority to displace to a lower grade position as provided in ARTICLE 17 JOB SECURITY, that employee will move to the *same step of the lower grade that the employee was at in the higher grade.* ~~step within the lower grade closest to but in no case greater than the salary he/she is currently receiving. Effective January 1, 2019, when an employee is demoted or when an employee exercises his/her seniority to displace to a lower grade position as provided in ARTICLE 17 JOB SECURITY, that employee will move to the step within the lower grade closest to but at least $1,200 less than the salary he/she is currently receiving.~~

9.4 Layoff and Recall

When an employee is recalled from layoff in accordance with the provisions of ARTICLE 17 JOB SECURITY into the same title held at the time of the layoff, that employee shall be paid at the same step he/she was paid immediately prior to layoff. Effective January 1, 2019, when an employee is recalled from layoff in accordance with the provisions of ARTICLE 17 JOB

SECURITY into a lower grade title than that held at the time of the layoff, the employee *be placed at the same step of the lower grade that he/she was at in the higher grade at the time of the layoff.* ~~will move to the step within the lower grade closest to but at least $1,200 less than the salary he/she is currently receiving.~~

9.7 Starting Salary

New employees shall normally be paid at the *first (1st)* Step of the grade. However, when a Department Head demonstrates severe and continued recruitment difficulty for a specific job title, the County reserves the right to hire up to the third (3rd) Step on the salary schedule. Such action shall occur only when authorized in advance by the County Commissioner of Personnel. Any employee in that job title whose salary falls below the new starting salary shall have his/her salary raised to the same level as that of the new starting salary.

9.8 Retroactivity

Where applicable, an employee who is still on the active payroll as of the beginning of the payroll period immediately following ratification of this Agreement by both parties shall receive a retroactive payment based upon his/her 2024~~2~~ base salary after ratification for those hours or periods actually compensated, included overtime where appropriate, between January 1, 2024~~2~~ and said payroll period.

9.9 Longevity

~~Each employee in the defined negotiating unit shall receive $300 after the completion of five (5) years of service, an additional $400 after the completion of ten (10) years of service, an additional $500 after the completion of fifteen (15) years of service, an additional $600 after the completion of twenty (20) years of service, and an additional $700 after the completion of twenty-five (25) years of service.~~

~~Employees eligible for a longevity payment will receive the cumulative amount specified in this Agreement, to be paid on a pro-rata basis each pay period unless such sum is less than the current remuneration. The sum scheduled in this shall be used when it exceeds the amount an employee is receiving.~~

Each employee covered by this Agreement shall receive $1,000 after the completion of five (5) years of service. Thereafter, beginning with the completion of six (6) years of service and continuing until completion of twenty-five (25) years of service, each employee covered by this Agreement shall receive an additional $200 per year. Longevity payments shall be capped at $5,000 per year after completion of twenty-five (25) years of service. Longevity shall be added to base pay for all purposes and paid as part of the biweekly paycheck. In calculating years of service, the employee will earn the longevity increment upon reaching their anniversary date.

9.11 Shift Differential

Each employee who is regularly assigned to the second or third shift or who is scheduled to work the second or third shift will be compensated by receiving ~~seventy-five cents~~*two dollars*

($*2.00*~~0.75~~) extra for hours worked on the second shift and *three dollars*~~eighty cents~~ ($*3.00*~~0.80~~) for hours worked on the third shift.

Employees who are regularly assigned to the second or third shift will receive the shift differential pay for any vacation, holidays, sick leave and personal leave used.

Any employee who is not regularly assigned to a shift other than a normal, usual day work shift, but who is required to work on such a shift, shall receive the aforementioned shift differential pay only for the days/*hours* he/she actually works *on* such shift.

9.13 Unscheduled Call-Out Incentive

In recognition that certain employees of the Department of Public Works (including the Highways and Bridges Division, Building Maintenance Division, and the Oneida County Airport) and certain employees of the Wastewater Pollution Control Department and MVCC's Maintenance Division are engaged in winter snow and ice removal activities and must be responsive to unscheduled call-outs, and to ensure an acceptable level of service by such employees, the following call-out incentive response plan will be in operation:

A. In instances where an employee is called out ten (10) or more times during the season and:

Responds To:	Receives:
75% calls	~~Effective January 1, 2022~~ $500
85% calls	~~Effective January 1, 2022~~ $1,250
95% calls	~~Effective January 1, 2022~~ $2,500
100% calls	~~Effective January 1, 2022~~ $5,000

~~B. The parties acknowledge that the County is undertaking a salary study, and the parties agree that they will revisit this provision in the event there are changes to salary allocation or salary schedule changes for the affected titles.~~

~~C.~~B. Employees who respond to an unscheduled call-out for winter snow and ice removal on a day they are not regularly scheduled to work, or a Holiday designated in 13.3 of the Collective Bargaining Agreement shall be paid at two (2) times their regular rate of pay if and only if they choose to earn it as pay. Any employee who chooses to earn this compensation as compensatory time will continue to earn the same pursuant to the overtime pay and holiday provisions of the Collective Bargaining Agreement.

9.14 One-Person Plowing Bonus Pay

Each employee of the Highways and Bridges Division of the Department of Public Works who is assigned to the one-person snow plowing (OPP) program shall receive a bonus payment at a rate

of Seven Dollars ($7) per hour ~~effective January 1, 2022~~, for each hour that the employee is actually engaged in such work activity. Such work time shall be rounded off to the nearest quarter hour. The bonus amount shall be paid biweekly and included in the employee's regular biweekly paycheck. Although the OPP is presently limited to state highways, employees will also receive this bonus if the OPP is extended to local highways in the County.

9.15 Any ~~individual~~**full time employee** *who is required to and does hold a certified motor vehicle inspector license as part of his/her job specification* ~~that holds a certified motor vehicle inspector license~~ shall receive an annual bonus of $5,000 per year, to be paid on a pro-rata basis each pay period. *The County may extend this bonus payment to full time employees who hold titles that do not require a certified motor vehicle inspector license, but for whom inspection of motor vehicles is closely related to the job duties in the discretion of the County that hold a certified motor vehicle inspector license.*

9.16 Any full time employee who performs engineering duties for the County and who obtains his/her Professional Engineer License shall receive an annual bonus of $5,000 per year, to be paid on a pro-rata basis each pay period.

9.17 Any full time employee who performs land surveying duties for the County and who obtains his/her Professional Land Surveyor License shall receive an annual bonus of $5,000 per year, to be paid on a pro-rata basis each pay period.

9.18 Any full time employee that holds a New York State Commercial Driver's License (CDL) Class A and meets all of the below requirements will receive an Annual Bonus of $5,000 to be paid out in a lump sum in the first paycheck covering a December date.

a) Must maintain license from January 1 through November 30 of the current calendar year.

b) Must prove competence with combination vehicle types as described in New York State Commercial Driver's Manual section 1, figure 1.1.*

c) Must utilize CDL Class A license for assignment by the County a total of at least five (5) times between the January 1 of the previous calendar year and November 30 of the current calendar year.

d) Did not refuse any lawful assignment in the between January 1 of the previous calendar year -and November 30 of the current calendar year ~~and/or previous entire calendar year~~.

e) Competency and assignment of duties related to operating Combination vehicles and equipment requiring a Class A CDL are at the discretion of Supervisors.

9.19 Each full time employee who is "off the schedule" in 2024, 2025, 2026, 2027 and 2028 shall receive an off-step differential of $1,000, to be paid on a pro-rata basis each pay period. The off-step differential shall not be added to the base salary for purposes of calculation of the future year's base salary. The off-step differential shall be added to base pay for purposes of

determining the employee's hourly rate in each calendar year such off-step differential is received.

ARTICLE 10 – WORK HOURS

10.4 Water Pollution Control 12 Hour Shift

E. Each employee who is regularly assigned to the "2" shift or who is scheduled to work all of the hours or some of the hours of the "2" shift will be compensated by receiving ~~effective January 1, 2022, Two Dollars ($2.00)~~*four dollars ($4.00)* per hour extra, as shift differential, for hours worked on the "2" shift. Employees who are regularly assigned to the "2" shift will receive the shift differential for any vacation, holidays, sick leave and personal leave used. Any employee who is not regularly assigned to the "2" shift but who is required to work all of the hours or some of the hours of the "2" shift shall receive the aforesaid shift differential only for the hours he/she actually works on the "2" shift.

10.5 Senior Public Safety Officer *and Supervising Public Safety Officer* Twelve (12) Hour Shift

A. The parties agree that the exemption for law enforcement personnel under the Fair Labor Standards Act ("FLSA") has been implemented as to ~~Senior Public Safety Officers~~*Senior Public Safety Officers and Supervising Public Safety Officers*.

B. ~~Senior Public Safety Officers~~*Senior Public Safety Officers and Supervising Public Safety Officers* shall be assigned to twelve (12) hour shifts following a "Pitman Schedule," where shifts are rotated as follows over the course of a fourteen (14) day period: [2 days on, 3 days off], [2 days on, 2 days off], [3 days on, 2 days off]. The start and end days of said fourteen (14) day period will be set by MVCC to coincide with MVCC's payroll periods.

C. There shall be a "Shift 1" and a "Shift 2." The start and end times of said shifts shall be set in the sole discretion of the Department Head. Any modification to the start and end time of said shifts shall be made no less than two (2) weeks advance notice posted in the proper place, except in an emergency.

D. ~~Senior Public Safety Officers~~*Senior Public Safety Officers and Supervising Public Safety Officers* shall earn overtime in accordance with the FLSA. The FLSA "work period" shall be a fourteen (14) day period that coincides with MVCC's payroll periods. ~~Senior Public Safety Officers~~*Senior Public Safety Officers and Supervising Public Safety Officers* shall earn overtime after working in excess of eighty-four (84) hours in the "work period." Overtime may be earned as paid time at 1.5 times the hourly rate, or earned as compensatory time.

E. ~~Senior Public Safety Officers~~*Senior Public Safety Officers and Supervising Public Safety Officers* assigned to these twelve (12) hours shifts shall bid for assignment to Shift 1 and Shift 2 by seniority as it is defined in the Collective Bargaining Agreement. The Department Head shall have the sole discretion to determine staffing levels assigned to each shift.

1. For purposes of initial implementation of this schedule, shift bidding shall be opened up to affected ~~Senior Public Safety Officers~~*Senior Public Safety Officers and Supervising Public Safety Officers* within seven (7) days of final execution of this MOA, and shall remain open for a seven (7) day period. Thereafter, within fourteen (14) days of the close of shift bidding, the Department Head shall advise ~~Senior Public Safety Officers~~*Senior Public Safety Officers and Supervising Public Safety Officers* of the shift they are assigned to and their work schedule which shall commence at the beginning of the next payroll period.

2. Each year thereafter, shift bidding shall be open to affected ~~Senior Public Safety Officers~~*Senior Public Safety Officers and Supervising Public Safety Officers* from November 1, through November 15 of each year, and shift assignments shall be made no later than November 30 of each year, for shifts that will commence the immediately following calendar year on January 1.

3. If a shift is not filled by bid, the Department Head shall assign shifts based upon inverse seniority.

4. The Department Head retains the right to reassign ~~Senior Public Safety Officers~~*Senior Public Safety Officers and Supervising Public Safety Officers* to a particular shift for just cause based upon reasonable criteria including, but not limited to: (1) disciplinary problems; (2) training; (3) personality conflicts within shift that affect operations; (4) job performance concerns; (5) need for shifting manpower; and (6) adjustments made necessary by temporary or permanent vacancies.

5. Placement within a particular squad once shift assignment is made shall be at the sole discretion of the Department Head.

F. Shift differential for Shift 2 shall be *four*~~two~~ dollars (*$4.00*~~2.00~~) per hour. All other provisions of the Collective Bargaining Agreement regarding eligibility and applicability of shift differential shall remain applicable to ~~Senior Public Safety *Officers*~~*Senior Public Safety Officers and Supervising Public Safety Officers*.

G. If a Senior Public Safety Officer who is assigned to work Shift 2 is required to report for Jury Duty or attend a court proceeding to testify in his/her capacity as a Senior Public Safety Officer, he/she shall notify the Department Head as soon as practicable after receiving a summons or subpoena, and the Department Head shall alter the Senior Public Safety Officer's schedule to ensure that the Senior Public Safety Officer has no less than eight (8) hours off duty between the start and/or end of a work shift and appearance for Jury Duty or court testimony.

H. Whenever practicable, overtime opportunities shall be posted with ninety-six (96) hours advance notice, and ~~Senior Public Safety Officers~~*Senior Public Safety Officers and Supervising Public Safety Officers* shall be given the opportunity to volunteer for said overtime opportunities. Overtime will be assigned to volunteers according to seniority. In the event no volunteer is available to cover shift, the Department Head shall assign overtime to ~~Senior Public Safety Officers~~*Senior Public Safety Officers and Supervising Public Safety Officers* in order of inverse

seniority using a rotating list whereby once a Senior Public Safety Officer is assigned involuntary overtime, he/she shall more to the bottom of the list. Assignment of overtime shall also be subject to the following conditions:

1. No Senior Public Safety Officer shall be forced to work overtime that will result in the Senior Public Safety Officer working more than eighteen (18) consecutive hours.

2. If no on-duty Senior Public Safety Officer can be ordered to work the overtime without exceeding the limitation in H(a) above, a Senior Public Safety Officer from the following shift may be ordered to report early using the selection method detailed hereinabove.

ARTICLE 12 - RETIREMENT

12.3 The County further agrees to provide Section 41(j) of the New York State Retirement and Social Security Law on a noncontributory basis for all Retirement System members covered by this Agreement. Section 41(j) allows for unused sick leave credits to be applied as additional service credit upon retirement. Upon retirement, the first one hundred sixty-five (165) days of an employee's accumulated sick leave days will be applied towards Section 41(j). The employee will be paid ~~$30.00~~*60.00* per day for each accumulated sick leave day *above the first one hundred sixty-five (165) days*~~between one hundred sixty-six (166) days and two hundred (200) days.~~.

ARTICLE 17 – JOB SECURITY

17.6 Announcements for Civil Service examinations for competitive class positions in the bargaining unit shall be sent by *email* ~~interoffice mail~~ *to the Oneida County-issued email address* to each recognized Union Steward. *In the event that a Union Steward does not have an Oneida County-issued email address, said announcements shall be sent to him/her by interoffice mail.* The Union shall furnish a list of such Stewards. UPSEU shall also be furnished copies of such announcements ~~at its Utica office~~*via email*.

ARTICLE 19 – DRESS CODE

Appropriate dress for all employees of all Departments in Oneida County, as established by the Dress code Policy, shall be worn on all normal working days. Any employee who is disciplined because of inappropriate dress may appeal the action taken to a three (3) member committee, comprised of the UPSEU President, or his/her designee; the *Commissioner of Personnel* ~~Director of Labor Relations~~, or his/her designee; and the UPSEU Attorney, or his/her designee. Any costs involved will be shared by UPSEU and the County equally.

Any employee bringing an issue before this committee must do so in writing within five (5) days from the time of the disciplinary action. The committee's decision will be rendered within ten (10) days from the date it receives written notice from the aggrieved employee. The decision of this

committee shall be final and binding *and not subject to Civil Service Law § 75, nor Articles 25 and 27 of this Agreement.*

ARTICLE 21 – HEALTH INSURANCE COVERAGE

21.1 The County shall continue to make available to bargaining unit members and their eligible dependents group health and hospitalization benefits substantially equivalent to or better than those *provided by* ~~which existed under the traditional health benefit program in existence immediately prior to the execution of this Agreement subject, however, to the following changes which will be implemented as soon as practical following ratification of this Agreement by both parties:~~

~~A. The prescription drug plan benefit under the traditional health plan shall be modified to a three tier $5/$20/$35 co-payment system; and~~

~~B. The annual cash deductible under the traditional health plan will be $100 per person, subject also to a $300 maximum per covered family.~~

~~C. The individual major medical benefit under the traditional health plan will be a $100,000 annual maximum/$1,000,000 lifetime maximum level.~~

~~D. The traditional health plan will also be modified to add specified benefits, for preventive care services such as well baby care, preventive and primary care services for covered dependent children, preventive care for adults, mammography screening, cervical cancer screening, pap tests, pelvic exams and routine prostate cancer screening. These benefits are not subject to the deductibles set forth in paragraph B above.~~

~~E. The LBS traditional plan will not be available to employees hired after January 1, 2016. The County reserves the right to reopen the LBS traditional plan with notification to the UPSEU.~~

~~F. Employees may enter one of the health insurance plans during the open enrollment period as determined by the Health Insurance Office.~~

~~21.2 The County shall also offer each employee and his/her eligible dependents the option of participating in a~~*the current* single health maintenance organization (HMO) or a Point of Service plan (POS) ~~in lieu of participation in the County's traditional health and prescription drug plan.~~plan. The HMO or POS shall have a three tier $5/$20/$40 co-payment system for prescription drugs. ~~If an employee chooses HMO or POS coverage, this option will be in place of benefits currently provided by the traditional health and prescription drug plans.~~

21.~~2~~3 Premium Cost Sharing for Health Benefits (exclusive of dental)

The County shall assume one hundred percent (100%) of the gross premium cost of health benefits for unit employees hired prior to January 1, 1984 and eighty percent (80%) of the gross premium

cost of health benefits for unit employees hired on or after January 1, 1984, according to the category (individual, 2-person, family), based on the ~~type of~~ plan ~~(traditional, HMO, or POS)~~ selected by the employee.

21.~~3~~4 Premium Cost Sharing for Dental Benefits

~~The County shall also contribute up to $20 per month per covered employee for a dental program offering individual and dependent coverage.~~ The County shall contribute up to twenty-five dollars ($25.00) per month per covered employee for a dental program offering individual and dependent coverage~~, as soon as practicable~~. The employee shall bear the remaining cost of said dental benefits. ~~UPSEU~~ *The County* shall select the dental carrier ~~after consultation with the County~~ *that provides substantially equivalent or better benefits than those which exist in 2023.* Such dental carrier must be licensed or authorized to provide dental benefits in New York State. ~~No Union officer or employee shall have a financial interest in said carrier. The dental plan shall not be with or through a Union benefit fund.~~

21.~~4~~5 The County reserves the right to change or provide alternate insurance plans or carriers, HMOs, or to self-insure, as it deems appropriate for any form or portion of health, prescription drug, and/or dental insurance coverage ~~(subject to the limitation under Section 21.4 above)~~ referred to in this Article, so long as the new coverage and benefits are substantially equivalent to, or better than, the programs existing at the time of any such change. The County agrees to consult with the Union prior to any such change. However, the County will not be responsible for changes beyond its control unilaterally imposed by an insurance carrier or HMO, in benefits, co-payment provisions, or deductibles so long as the County uses its best efforts to minimize changes by insurance carriers and HMOs from one plan year to another.

The extent of coverage under the benefit plans, including any HMOs and/or self-insurance plans referred to in this Agreement, shall be governed by the terms and conditions set forth in said policies or plans. Any claim disputes concerning said insurance policies, plans or benefits thereunder shall be resolved in accordance with the terms and conditions set forth in said policies and plans and shall not be subject to the grievance procedure set forth in this Agreement.

21.~~5~~6 The County will pay in a single payment on the first payday of December of each year of the contract period, a lump-sum payment to any active employee who would qualify for coverage under the County Health Insurance Plan, providing that the employee does not join or terminate coverage for the prior eleven (11) consecutive months. The payment schedule will reflect the type of coverage which the employee has opted to waive; the payment is made only once a year and there is no additional payment if you are not covered by the plan for more than eleven (11) consecutive months. Each year in lieu waiver forms must be filed in the Health Insurance office by December 31st for the following year.

Individual	$*500*~~300~~
~~Individual & Minor Dependents~~*2 Person*	$*750*~~600~~
Family	$*1,000*~~750~~

If an employee who has opted out of the County Health Insurance Program wishes to reenter, he/she may do so during the open enrollment period as determined by the Health Insurance Office. Any employee who is covered as a dependent in the Oneida County Health Insurance Plan is not eligible for the said Lump Sum Payment.

21.67 Data provided by the insurance carriers pertaining to paid claims and rates will be made available to the Union for review, comments, or suggestions, provided that such data is not specifically exempted from disclosure by state or federal statute or if disclosed would result in an unwarranted invasion of personal privacy.

21.78 A married couple employed by the County will each retain individual health insurance plans, provided there are no dependent children, or a single family plan if there are covered dependent children.

21.98 The County will offer, at no cost to the employee, a benefit plan pursuant to Section 125 of the Internal Revenue Code to allow participating employees the option of paying the employee's share of the group health and dental premiums on a pre-tax basis in accordance with IRS regulations.

ARTICLE 22 – GRADUATE CREDIT HOURS PAY

22.1 Each employee who achieved thirty (30) graduate credit hours in a job-related field will receive *Eight*~~Four~~ Hundred Dollars ($*800*~~400~~) per annum in additional compensation. Employees achieving a sixty (60) hour job-related Master's Degree will receive ~~Five Hundred~~ *One Thousand* Dollars ($*1,000*~~500~~) per annum in additional compensation. Payments will be made on a pro-rata basis each pay period after the Commissioner of Personnel has received proper documentation and certified the change to Audit and Control.

ARTICLE 27 – DISCIPLINE AND DISCHARGE PROCEDURE

27.7 Upon written request of the employee *to the Commissioner of Personnel*, a written reprimand shall be removed from the employee's personnel file after two (2) years have passed from the date of the notice of reprimand.

ARTICLE 28 – REVIEW OF REALLOCATION ~~AND RECLASSIFICATION~~

28.1 The County agrees to review requests made by UPSEU for reallocation ~~and reclassification~~ of titles within the defined unit, including Mohawk Valley Community College.

The parties agree to meet and discuss the requests.

ARTICLE 29 – MISCELLANEOUS

29.1 Emergency Closing

When there is an emergency closing of County facilities, as determined solely by the County Executive (or where applicable the President of MVCC), due to inclement weather conditions, affected employees may be released from duty with no loss of pay or benefits. Those employees who are not released from duty as determined solely by the County Executive (or where applicable the President of MVCC), or his/her designee, shall receive compensatory time off for such time worked. *When such an emergency closing also happens on one of the holidays designated in section 13.3, any employee who was required to work on the holiday, and subsequently required to remain on duty during the emergency closure shall receive the benefit of both this section and section 13.3.*

29.6 Seasonal Duties

The County agrees to pay a one-time lump sum payment, the first payday following the close of the snow season (April 15th) to those employees in the Department of Public Works, Division of Highways and Bridges, who have been designated by the Commissioner of Public Works as Snow Inspectors for the foregoing season.

This payment will be in the amount of Twenty-Five Hundred Dollars ($2,500.00) per season ~~effective January 1, 2022~~, and will be pro-rated based upon the number of work days the individual employee was assigned to Snow Inspector duties.

~~The parties acknowledge that the County is undertaking a salary study, and the parties agree that they will revisit this provision in the event there are changes to salary allocation or salary schedule changes for the affected titles.~~

~~29.8 Overtime/Water Pollution Control~~

~~The County will sit with UPSEU and the Commissioner of Water Pollution Control regarding overtime provisions at the facility.~~

*[*Renumber remainder of sections of the article]*

ARTICLE 32 – CONTINUATION

32.1 This Agreement shall become effective upon ratification and signing by the appropriate parties, and shall terminate at the close of business on December 31, 202*8*~~3~~.

32.2 The County and UPSEU recognize the desirability of commencing negotiations by January 1, 202*8*~~3~~, should either party desire to modify this Agreement, so that the negotiated Agreement's terms and conditions can hopefully be available for the 202*9*4 County budgetary process. If neither party expresses a desire to modify this Agreement by written notice delivered to the other party not later than September 1, 202*8*~~3~~, this Agreement shall be automatically continued for the 202*9*4 budgetary year at the same terms and conditions of the 202*8* budgetary year.

In addition to the modifications to language in the Collective Bargaining Agreement detailed hereinabove, the parties have agreed to the following additional changes:

1. ***Salary Grades shall be reallocated as follows:***
   Assistant Chief Wastewater Treatment Plant Operator from 36B to 37B

   Chief Wastewater Disposal Solids Operator from 34B to 35B

   Senior Wastewater Treatment Plant Operator from 29B to 30B

   Wastewater Treatment Plant Operator from 27B to 28B

   Airport Maintenance Worker from 15B to 18B

   Airport Maintenance Supervisor from 17B to 21B

   Superintendent of Airport Maintenance from 30B to 31B

   Assistant Superintendent of Buildings & Grounds from 24B to 25B

   District Supervisor from 22B to 25B

   Heavy Equipment Mechanic Supervisor from 22B to 25B

2. ***Upon ratification of this Memorandum of Agreement, the memorandum of agreement between UPSEU and the County providing for COVID-19 Paid Emergency Leave shall terminate in its entirety.***

This Memorandum of Agreement is subject to the approval of the Oneida County Board of Legislators, the Mohawk Valley Community College Board of Trustees and ratification of the membership of UPSEU.

Each respective negotiating committee agrees to recommend this Memorandum of Agreement for approval and ratification.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

FOR THE COUNTY:

Amanda L. Cortese-Kolasz
Commissioner of Personnel

Crystal Marceau
Executive Director of Human Resources
MVCC

Thomas B. Keeler
Budget Director

Matthew S. Baisley
Commissioner of Public Works

Alfred Barbato
Purchasing Director

FOR THE UNION:

Gary M. H ickey
]Executive Vice President/Regional Director

Tim Cottrell
Labor Relations Representative

Mike Wakefield
Chief Shop Steward

Jarett Carpenter

Steven Jeffers

Frederick Wehrenberg

Robert Miller

2024 UPSEU BLUE COLLAR - "B" SCALE (PROPOSED)

GRADE NEW	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
8B	30898	31839	34122	35411	38141	39534	40978
9B	31636	32601	34944	36265	39066	40495	41976
10B	32486	33479	35888	37246	40126	41594	43117
11B	33379	34400	36880	38278	41243	42755	44323
12B	34369	35422	37981	39423	42481	44042	45659
13B	35367	36452	39089	40576	43728	45335	47001
14B	36492	37615	40342	41877	45138	46801	48525
15B	37624	38785	41601	43188	46553	48270	50049
16B	38841	40041	42952	44592	48073	49849	51689
17B	40166	41409	44425	46124	49729	51567	53473
18B	41484	42770	45890	47647	51378	53279	55252
19B	42887	44216	47447	49268	53130	55099	57142
20B	44395	45774	49122	51010	55015	57057	59174
21B	45902	47330	50797	52752	56898	59013	61207
22B	47595	49081	52681	54711	59016	61212	63489
23B	49286	50825	54560	56665	61129	63405	65765
24B	51068	52666	56542	58726	63358	65720	68171
25B	52953	54612	58635	60905	65716	68170	70715
26B	55017	56744	60930	63290	68296	70848	73495
27B	57068	58861	63209	65658	70859	73511	76260
28B	58726	60571	65051	67577	72931	75661	78494
29B	60639	62547	67178	69787	75324	78146	81073
30B	62558	64529	69310	72005	77722	80635	83660
31B	64560	66596	71535	74317	80225	83235	86360
32B	66698	68803	73911	76791	82898	86011	89242
33B	68908	71085	76368	79345	85661	88879	92218
34B	71197	73446	78910	81988	88521	91851	95307
35B	73622	75952	81605	84792	91553	95001	98579
36B	76179	78593	84450	87749	94752	98322	102028
37B	78780	81278	87338	90754	98003	101698	105532
38B	81653	84244	90534	94076	101595	105426	109402
39B	84526	87210	93725	97396	105184	109154	113275
40B	87626	90410	97171	100979	109061	113183	117460
41B	90869	93759	100772	104727	113116	117393	121832
42B	94331	97334	104622	108729	117443	121887	126498
43B	97864	100981	108548	112813	121860	126471	131256
44B	101625	104863	112727	117158	126560	131354	136330
45B	105525	108892	117062	121667	131438	136418	141588
46B	109655	113155	121653	126442	136600	141779	147154
47B	114001	117643	126484	131465	142034	147421	153013
48B	118569	122360	131561	136747	147745	153353	159172
49B	123358	127304	136881	142280	153732	159572	165633
50B	128369	132479	142452	148071	159997	166076	172386

Anthony J. Picente Jr.
Oneida County Executive

Amanda L. Cortese-Kolasz
Commissioner of Personnel

ONEIDA COUNTY
DEPARTMENT OF PERSONNEL

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501-2986
Phone: (315) 798-5726 ♦ **Fax:** (315) 798-6490

FN 20 23-357

November 21, 2023

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

WAYS & MEANS

Re: Collective Bargaining Agreement Between the County of Oneida/Mohawk Valley Community College and United Public Service Employees Union – White Collar Unit

Dear County Executive Picente:

I am pleased to report that the County of Oneida/Mohawk Valley Community College and the United Public Service Employees Union – White Collar Unit (UPSEU) have reached a tentative agreement for a new five (5) year collective bargaining agreement that covers the period of January 1, 2024 through December 31, 2028. Negotiations for this agreement began on October 24, 2023 and concluded after three (3) sessions on November 9, 2023.

The highlights of the agreement are as follows:

- Salary
  - There is a new salary schedule for the entire unit that raises starting salaries to assist with recruitment, and also raises salaries at various steps to assist with retention. This new salary schedule will go into effect January 1, 2024. The new salary schedule, coupled with some grade reallocations detailed below ensure that Oneida County will keep pace ahead of New York State minimum wage increases in the coming years.
  - On-Step increases in years 2025 – 2028 are 3% in addition to step movement.
  - Off-Step increases in years 2024 – 2028 are 4% each year with an additional $1,000 off-step differential.

- Longevity increases to further assist with employee retention.
  - $1,000 in longevity pay upon five years of service.
  - $200 per year after that, for up to 25 years of service.
  - Longevity payments cap at $5,000 after 25 years.

- Enhanced salary provisions for promotions to incentivize promotion from within.

- Reallocation of salary grades for titles as follows:

Title	*Current Grade*	*New Grade*
Administrative Assistant	19	21
Account Clerk	11	13
Accounting Supervisor	21	23
Assistant Motor Vehicle Bureau Supervisor	18	20
Clerk	10	12
College Services Associate	21	22
Community Services Worker	13	14
Customer Relations Supervisor	23	25
Data Processing Clerk	17	18
Data Processor I	11	13
Data Processor II	13	15
Delinquent Tax Clerk	17	18
Disbursement Officer	21	23
Family Services Specialist	28	29
Mail & Supply Clerk	14	15
Mail Clerk	10	12
Map Room Clerk	14	15
Motor Vehicle Representative	14	16
Office Specialist I	10	12
Office Specialist II	11	13
Outreach Worker (& Spanish Speaking)	16	17
Paralegal Assistant	25	27
Paralegal Assistant II	28	30
Phlebotomist – Outreach Worker	16	17
Principal Account Clerk	19	21
Principal Clerk	19	21
Principal Office Specialist	15	17
Printing Helper	13	15
Probation Officer 1	27	28
Probation Supervisor 1	29	31
Secretary to Director of Real Property Tax Services	11	13
Senior Account Clerk	14	16
Senior Administrative Assistant	21	23
Senior Clerk	12	14
Senior Family Services Specialist	29	30
Senior Motor Vehicle Representative	15	18
Senior Office Specialist I	12	14
Senior Office Specialist II	13	15
Senior Probation Officer	28	29

Tax Clerk	15	17
Telephone Operator II	12	14

- The addition of a post-accident drug and alcohol testing program for any bargaining unit member involved in a motor vehicle accident or equipment accident while operating a County vehicle/equipment or a personal vehicle/equipment for County purposes.

There are some additional changes detailed in the tentative agreement, a copy of which is attached herewith.

I believe that this contract is fair to the employees and taxpayers, while also advancing the County to position us competitively to recruit and retain employees. As such, I recommend approval of this agreement and ask that you forward this request to the Board of Legislators for consideration at their December 2023 meeting.

Last, I would like to thank both negotiating teams for their efforts in bringing this matter to conclusion. As always, I am available to answer any questions or concerns that either you or the Board of Legislators may have regarding this agreement.

Respectfully submitted,

Amanda L. Cortese-Kolasz

Enclosure

cc: Comptroller
County Attorney
Budget Director

RECEIVED
NOV 27 2023

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

Anthony J. Picente, Jr.
County Executive

Date 11-22-23

25

MEMORANDUM OF AGREEMENT

by and between

THE COUNTY OF ONEIDA/MOHAWK VALLEY COMMUNITY COLLEGE

and

UNITED PUBLIC SERVICE EMPLOYEES UNION (WHITE COLLAR UNIT)

WHEREAS, the Collective Bargaining Agreement between the County of Oneida/Mohawk Valley Community College (the "County") and the United Public Service Employees Union (White Collar Unit) ("UPSEU") will expire on December 31, 2023; and

WHEREAS, the parties have reached a settlement for a successor collective bargaining agreement for the period of January 1, 2024 to December 31, 2028, and wish to commit such to writing;

NOW, THEREFORE, the parties hereto agree that the current Collective Bargaining Agreement and all terms and conditions of employment set forth therein shall remain in full force and effect except as herein modified (items to be deleted are ~~stricken~~, and new ***language is bold, underlined, and italicized***):

ARTICLE 5 – LABOR/MANAGEMENT MEETINGS

Meetings between representatives of the County and no more than three (3) representatives of UPSEU, including any outside representatives, on employment related matters and methods of improving the relationship between the parties will be arranged upon reasonable request of either party. Arrangements for such meetings shall be made in advance and shall be held at reasonable hours as mutually agreed upon by the parties. Such meetings shall be held quarterly (January, April, July, October). Employees acting on behalf of UPSEU shall suffer no loss of time or pay should such meetings fall within their regular work hours.

~~*The parties agree to defer MVCC health insurance options to the labor/management committee.*~~

ARTICLE 6 – MEMBERSHIP DUES AND UNION SECURITY

6.9 The County agrees that it will allow an aggregate maximum of ~~twenty-five (25) days~~**eighty-four *(84) hours*** per year time off with pay at the regular straight-time hourly rate to employees who are Union Stewards or UPSEU Unit Chief Steward to attend UPSEU conferences, conventions, meetings, ***or*** special sessions ~~or training~~ upon approval of the County Executive,

provided that no more than two (2) employees are absent from a department at the same time. *The County agrees that it will allow an aggregate maximum of one hundred sixty-one (161) hours per year time off with pay at the regular straight-time hourly rate to employees who are Union Stewards or UPSEU Unit Chief Steward to attend UPSEU training upon approval of the County Executive, provided that no more than two (2) employees are absent from a department at the same time.* For purposes of this Section, the Union agrees to correspond with the Department Head involved and the Commissioner of Personnel thirty (30) days in advance whenever practicable and inform them of the exercise of these rights.

The Commissioner of Personnel shall have the approval, so far as record-keeping only is concerned, as to whether the UPSEU member will attend with pay or upon his or her own time such as compensatory time, vacation, personal leave, or leave without pay. Special delegates' meetings may be attended only on approval of the County Executive and not be subject to the maximum above.

ARTICLE 9 – ADMINISTRATION OF THE SALARY SCHEDULE

9.1 Salary

A. *On January 1, 2024, the 2023 salary schedule shall be eliminated and replaced with the 2024 salary schedule attached hereto. Employees who would have been placed on Step 4 or 5 of the 2023 salary schedule on January 1, 2024 shall be placed on Step 1 of the 2024 salary schedule. Employees who would have been placed on Step 6 of the 2023 salary schedule on January 1, 2024 shall be placed on Step 2 of the 2024 salary schedule. Employees who would have been placed on Step 7 or Step 8 of the 2023 salary schedule on January 1, 2024 shall be placed on Step 3 of the 2024 salary schedule. Employees who would have been placed on Step 9 of the 2023 salary schedule on January 1, 2024 shall be placed on Step 4 of the 2024 salary schedule. Employees who would have been placed on Step 10 or Step 11 of the 2023 salary schedule on January 1, 2024 shall be placed on Step 5 of the 2024 salary schedule. Employees who would have been placed on Step 12 of the 2023 salary schedule on January 1, 2024 shall be placed on Step 6 of the 2024 salary schedule. Employees who would have been placed on Step 13 of the 2023 salary schedule on January 1, 2024 shall be placed on Step 7 of the 2024 salary schedule. On January 1, 2025, the 2024 schedule shall be increased by 3% to create the 2022 schedule. -On January 1, 2026, the 2025 schedule shall be increased by 3% to create the 2026 schedule. On January 1, 2027, the 2026 schedule shall be increased by 3% to create the 2027 schedule. On January 1, 2028, the 2027 schedule shall be increased by 3% to create the 2028 salary schedule.*

~~On January 1, 2022, the 2021 schedule shall be increased by 2.5% to create the 2022 schedule and; on January 1, 2023, the 2022 schedule shall be increased by 2.5% to create the 2023 schedule.~~

B. Each employee shall be eligible for annual step movement on the ~~2022 and 2023~~***2025, 2026, 2027 and 2028 schedule*** with step movement occurring on January 1, 202~~2 and January 1, 2023~~***5, January 1, 2026 January 1, 2027 and January 1, 2028***. However, new employees hired subsequent to September 30th of any calendar year will remain at ~~Step 2~~***the first step*** until January 1st of the second calendar year following the calendar year in which they were hired. It is also understood that step movement shall continue on each January 1st after the expiration date of this Agreement. Notwithstanding this, upon reaching ~~Step 13~~***the last step*** of the particular salary grade, there shall be no further step movement or base salary increases until such time as a successor agreement to this Agreement is negotiated.

C. Upon an employee's reaching the maximum step, there shall be no further step movement during the life of this Agreement and the employee will become "off the schedule". Each employee who has been "off the schedule" shall be eligible to receive a 4.~~25~~% increase to his/her salary effective January 1, 202~~2 and January 1, 2023~~***4, January 1, 2025, January 1, 2026, January 1, 2027 and January 1, 2028***. Each employee who becomes "off the schedule" during the life of this Agreement shall be eligible for any of the above salary increases that occur subsequent to said employee becoming "off the schedule". There shall be no further base salary increases until such time as a successor agreement to this Agreement is negotiated.

~~D. Each employee who is at the top step of the 2021 salary schedule on December 31, 2021 shall be taken "off the schedule" at that time, and shall be granted a 4.75% base salary increase effective January 1, 2022 and an additional 4.75% salary increase effective January 1, 2023.~~

~~Each employee who is at the top step of the 2022 salary schedule on December 31, 2022 shall be taken "off the schedule" at that time, and shall be granted a 4.75% base salary increase effective January 1, 2023.~~

~~E. Step 2 and Step 3 shall be eliminated from the salary schedule effective January 1, 2022; such as that Step 4 shall be the new starting salary on the schedule. Any employee that is at Step 2 or Step 3 on January 1, 2022 shall be moved to Step 4.~~

~~F. Each employee with the title of Intake Processing Specialist, Social Welfare Examiner, Senior Social Welfare Examiner, Principal Social Welfare Examiner, Head Social Welfare Examiner, Chief Social Welfare Examiner, or Assistant Director of Income Maintenance shall receive incentive pay of $3,500 per year, and the same shall be added onto the base salary. The parties acknowledge that the County is undertaking a salary study, and the parties agree that they will revisit this provision in the event there are changes to salary allocation or salary schedule changes for the affected titles.~~

~~G. Each employee with the title of Caseworker Assistant, Caseworker, Senior Caseworker, Case Supervisor – Grade B, Case Supervisor – Grade A, Assistant Director of Services or Welfare Management Systems Coordinator shall receive incentive pay of $4,000 per year, and the same shall be added onto the base salary. The parties acknowledge that the County is undertaking a salary study, and the parties agree that they will revisit this provision in the event there are changes to salary allocation or salary schedule changes for the affected titles.~~

~~H. Each employee with title of Office Continuing Care Program Nurse, Nurse Coordinator, or Licensed Practical Nurse shall receive incentive pay of $4,000 per year and the same shall be added onto the base salary. The parties acknowledge that the County is undertaking a salary study, and the parties agree that they will revisit this provision in the event there are changes to salary allocation or salary schedule changes for the affected titles.~~

9.2 Permanent, Provisional and Contingent Permanent Promotions

When an employee is promoted on a permanent, provisional or contingent permanent basis, he/she shall be placed at the ***same step in the new grade that the employee was at in the lower grade***.~~lowest step of his/her new salary grade which provides a salary increase of at least $800. Effective January 1, 2019, when an employee is promoted on a permanent, provisional or contingent permanent basis, he/she shall be placed at the lowest step of his/her new salary grade which provides a salary increase of at least $1,200.~~

9.3 Demotion and Exercise of Seniority Displacement Rights

When an employee is demoted ***(voluntarily or involuntarily)*** or when an employee exercises his/her seniority to displace to a lower grade position as provided in ARTICLE 17 JOB SECURITY, that employee will move to the ***same step of the lower grade that the employee was at in the higher grade***.~~step within the lower grade closest to but in no case greater than the salary he/she is currently receiving. Effective January 1, 2019, when an employee is demoted or when an employee exercises his/her seniority to displace to a lower grade position as provided in ARTICLE 17 JOB SECURITY, that employee will move to the step within the lower grade closest to but at least $1,200 less than the salary he/she is currently receiving.~~

9.4 Layoff and Recall

When and employee is recalled from layoff in accordance with the provisions of ARTICLE 17 JOB SECURITY into the same title held at the time of the layoff, that employee shall be paid at the same step he/she was paid immediately prior to layoff. Effective January 1, 2019, when an employee is recalled from layoff in accordance with the provisions of ARTICLE 17 JOB SECURITY into a lower grade title than that held at the time of the layoff, the employee will ***be placed at the same step of the lower grade that he/she was at in the higher grade at the time of the layoff.***~~move to the step within the lower grade closest to but at least $1,200 less than the salary he/she is currently receiving.~~

9.8 Retroactivity

Where applicable, an employee who is still on the active payroll as of the beginning of the payroll period immediately following ratification of this Agreement by both parties shall receive a retroactive payment based upon his/her 2024~~2~~ base salary after ratification for those hours or periods actually compensated, included overtime where appropriate, between January 1, 2024~~2~~ and said payroll period.

9.10 Longevity

Each employee covered by this Agreement shall receive $1,000 after the completion of five (5) years of service. Thereafter, beginning with the completion of six (6) years of service and continuing until completion of twenty-five (25) years of service, each employee covered by this Agreement shall receive an additional $200 per year. Longevity payments shall be capped at $5,000 per year after completion of twenty-five (25) years of service. Longevity shall be added to base pay for all purposes and paid as part of the biweekly paycheck. In calculating years of service, the employee will earn the longevity increment upon reaching their anniversary date.
~~Each employee in the defined negotiating unit shall receive $500 after the completion of five (5) years of service, an additional $500 after the completion of ten (10) years of service ($1,000), an additional $500 after the completion of fifteen (15) years of service ($1,500), an additional $500 after the completion of twenty (20) years of service ($2,000), and an additional $500 after the completion of twenty-five (25) years of service ($2,500).~~

~~Employees eligible for a longevity payment will receive the cumulative amount specified in this Agreement, to be paid on a pro-rata basis each pay period, unless such sum is less than the current remuneration. The sum scheduled in this Agreement shall be used when it exceeds the amount an employee is receiving.~~

~~9.12 Shift Differential~~

~~Each employee who is regularly assigned to the second or third shift or who is scheduled to work the second or third shift will be compensated by receiving seventy-five cents ($0.75) effective January 1, 2021 extra for hours worked on the second shift and eighty cents ($0.80) effective January 1, 2021 for hours worked on the third shift.~~

~~Employees who are regularly assigned to the second or third shift will receive the shift differential pay for any vacation, holidays, sick leave and personal leave used.~~

~~Any employee who is not regularly assigned to a shift other than a normal, usual day work shift, but who is required to work such a shift, shall receive the aforementioned shift differential pay only for the days he/she actually works such shift.~~

9.15 Each employee who is "off the schedule" in 2024, 2025, 2026, 2027 and 2028 shall receive an off-step differential of $1,000, to be paid on a pro-rata basis each pay period. The off-step differential shall not be added to the base salary for purposes of calculation of the future year's base salary. The off-step differential shall be added to base pay for purposes of determining the employee's hourly rate in each calendar year such off-step differential is received.

ARTICLE 12 – RETIREMENT

12.3 The County further agrees to provide Section 41(j) of the New York State Retirement and Social Security Law on a noncontributory basis for all Retirement System members covered by this Agreement. Section 41(j) allows for unused sick leave credits to be applied as additional

service credit upon retirement. Upon retirement, the first one hundred sixty-five (165) days of an employee's accumulated sick leave days will be applied towards Section 41(j). The employee will be paid ~~$30.00~~*60.00* per day for each accumulated sick leave day between ~~one hundred sixty-six (166) days and two hundred (200) days.~~*above the first one hundred sixty-five (165) days.*

ARTICLE 13 – LEAVE OF ABSENCE WITH PAY

13.3 Holidays

The County agrees that each employee shall receive the following paid holidays:

New Year's Day
Martin Luther King Day
President's Day
Thanksgiving Day
Memorial Day
June 19th (Juneteenth) ~~effective January 1,~~ 2023
Good Friday
Labor Day
Columbus Day ~~effective January 1, 2023~~
Veteran's Day
Day after Thanksgiving
Christmas Day
Independence Day
*Floating Holidays (1~~2~~) ~~will be reduced from 2 to 1 effective January 1, 2023~~

*Floating holidays may be taken at a time mutually agreeable to the County and employee. The floating holiday shall not be unduly denied. However, the Department Head/designee shall have the right to limit the number of employees using a floating holiday according to work requirements. Floating holidays shall not accumulate from year to year but rather must be used within the year they are earned.

Floating holidays shall be credited on January 1 of the year, or at the time of hire, for use during the balance of the calendar year.

When a holiday falls on Sunday, the Monday following shall be observed as the holiday. When the holiday falls on Saturday, the preceding Friday shall be observed as the holiday. Personnel who are required to work on any of the above holidays, shall receive a day off with pay, mutually agreeable to the Department Head and the employee. Personnel who are required to work on any of the above holidays shall have the option of receiving a day's pay instead of an alternate day off. Employees required to work Thanksgiving Day, New Year's Day, or Christmas Day will be paid at time and one-half (1½) their regular rate of pay. Selection of those employees designated to work on any of the above holidays shall be at the discretion of the Department Head.

13.5 Bereavement Leave

Each employee shall be allowed up to three (3) working days with pay because of death in the employees' immediate family. Immediate family is defined as spouse, *legally-registered domestic partner,* parent, grandparent, spouse's parent and/or grandparent, child, brother, sister, grandchild, legal guardian, brother and sister-in-law, foster parent or a relative who is an actual member of the employees' household. *Step-parent(s), step-grandparent(s), step-sibling(s) and step-children*

who are legal step relatives at the time of death shall be included in the above definitions Immediate Family.

ARTICLE 17 – JOB SECURITY

17.6 Announcements for Civil Service examinations for competitive class positions in the bargaining unit shall be sent by ~~interoffice mail~~ *email* to *the Oneida County-issued to* each recognized Union Steward. The Union shall furnish a list of such stewards. UPSEU shall also be furnished copies of such announcements ~~at its Utica office~~*via email*.

ARTICLE 18 – DRESS CODE

Appropriate dress for all employees of all Departments in Oneida County, as established by the Dress Code Policy, shall be worn on all normal working days. Any employee who is disciplined because of inappropriate dress may appeal the action taken to a three (3) member committee, comprised of the UPSEU President, or his/her designee; the ~~Director of Labor Relations~~*Commissioner of Personnel*, or his/her designee; and the UPSEU Attorney, or his/her designee. Any costs involved will be shared by UPSEU and the County equally.

Any employee bringing an issue before this committee must do so in writing within five (5) days from the time of the disciplinary action. The committee's decision will be rendered within ten (10) days from the date it receives written notice from the aggrieved employee.

The decision of this committee shall be final and binding *and not subject to Civil Service Law § 75, nor Articles 25 and 27 of this Agreement.*

ARTICLE 20 – HEALTH INSURANCE COVERAGE

20.1 The County shall continue to make available to bargaining unit members and their eligible dependents group health and hospitalization benefits substantially equivalent to or better than those *provided by* ~~which existed under the traditional health benefit program in existence immediately prior to the execution of this Agreement subject, however, to the following changes which will be implemented as soon as practical following ratification of this Agreement by both parties:~~

~~A. The prescription drug plan benefit under the traditional health plan shall be modified to a three tier $5/$20/$35 co-payment system; and~~

~~B. The annual cash deductible under the traditional health plan will be $100 per person, subject also to a $300 maximum per covered family.~~

~~C. The individual major medical benefit under the traditional health plan will be a $100,000 annual maximum/$1,000,000 lifetime maximum level.~~

~~D. The traditional health plan will also be modified to add specified benefits, for preventive care services such as well baby care, preventive and primary care services for covered dependent children, preventive care for adults, mammography screening, cervical cancer screening, pap tests, pelvic exams and routine prostate cancer screening. These benefits are not subject to the deductibles set forth in paragraph B above.~~

~~E. The LBS traditional plan will not be available to employees hired after January 1, 2016. The County reserves the right to reopen the LBS traditional plan with notification to the UPSEU.~~

~~F. Employees may enter one of the health insurance plans during the open enrollment period as determined by the Health Insurance Office.~~

~~20.2 The County shall also offer each employee and his/her eligible dependents the option of participating in a~~***the current*** single health maintenance organization (HMO) or a Point of Service plan (POS) ~~in lieu of participation in the County's traditional health and prescription drug plan.~~***plan.*** The HMO or POS shall have a three tier $5/$20/$40 co-payment system for prescription drugs. ~~If an employee chooses HMO or POS coverage, this option will be in place of benefits currently provided by the traditional health and prescription drug plans.~~

20.~~2~~3 Premium Cost Sharing for Health Benefits (exclusive of dental)

The County shall assume one hundred percent (100%) of the gross premium cost of health benefits for unit employees hired prior to January 1, 1984 and eighty percent (80%) of the gross premium cost of health benefits for unit employees hired on or after January 1, 1984, according to the category (individual, 2-person, family), based on the ~~type of~~ plan ~~(traditional, HMO, or POS)~~ selected by the employee.

20.~~3~~4 Premium Cost Sharing for Dental Benefits

~~The County shall also contribute up to $20 per month per covered employee for a dental program offering individual and dependent coverage.~~ The County shall contribute up to twenty-five dollars ($25.00) per month per covered employee for a dental program offering individual and dependent coverage~~, as soon as practicable~~. The employee shall bear the remaining cost of said dental benefits. ~~UPSEU~~ ***The County*** shall select the dental carrier ~~after consultation with the County.~~***that provides substantially equivalent or better benefits than those which exist in 2023.*** Such dental carrier must be licensed or authorized to provide dental benefits in New York State. ~~No Union officer or employee shall have a financial interest in said carrier. The dental plan shall not be with or through a Union benefit fund.~~

20.~~4~~5 The County reserves the right to change or provide alternate insurance plans or carriers, HMOs, or to self-insure, as it deems appropriate for any form or portion of health, prescription drug, and/or dental insurance coverage ~~(subject to the limitation under Section 21.4 above)~~ referred to in this Article, so long as the new coverage and benefits are substantially equivalent to, or better than, the programs existing at the time of any such change. The County agrees to consult with the Union prior to any such change. However, the County will not be responsible for changes beyond its control unilaterally imposed by an insurance carrier or HMO, in benefits, co-payment provisions, or deductibles so long as the County uses its best efforts to minimize changes by insurance carriers and HMOs from one plan year to another.

The extent of coverage under the benefit plans, including any HMOs and/or self-insurance plans referred to in this Agreement, shall be governed by the terms and conditions set forth in said policies or plans. Any claim disputes concerning said insurance policies, plans or benefits thereunder shall be resolved in accordance with the terms and conditions set forth in said policies and plans and shall not be subject to the grievance procedure set forth in this Agreement.

20.~~5~~6 The County will pay in a single payment on the first payday of December of each year of the contract period, a lump-sum payment to any active employee who would qualify for coverage under the County Health Insurance Plan, providing that the employee does not join or terminate coverage for the prior eleven (11) consecutive months. The payment schedule will reflect the type of coverage which the employee has opted to waive; the payment is made only once a year and there is no additional payment if you are not covered by the plan for more than eleven (11) consecutive months. Each year in lieu waiver forms must be filed in the Health Insurance office by December 31st for the following year.

Individual	$~~300~~*500*
~~Individual & Minor Dependents~~*2 Person*	$*750*~~600~~
Family	$*1,000*~~750~~

If an employee who has opted out of the County Health Insurance Program wishes to reenter, he/she may do so during the open enrollment period as determined by the Health Insurance Office. Any employee who is covered as a dependent in the Oneida County Health Insurance Plan is not eligible for the said Lump Sum Payment.

20.~~6~~7 Data provided by the insurance carriers pertaining to paid claims and rates will be made available to the Union for review, comments, or suggestions, provided that such data is not specifically exempted from disclosure by state or federal statute or if disclosed would result in an unwarranted invasion of personal privacy.

20.~~7~~8 A married couple employed by the County will each retain individual health insurance plans, provided there are no dependent children, or a single family plan if there are covered dependent children.

20.~~9~~8 The County will offer, at no cost to the employee, a benefit plan pursuant to Section 125 of the Internal Revenue Code to allow participating employees the option of paying the employee's share of the group health and dental premiums on a pre-tax basis in accordance with IRS regulations.

ARTICLE 21 – GRADUATE CREDIT HOURS PAY

21.1 Each employee who achieved thirty (30) graduate credit hours in a job-related field will receive *Eight*~~Four~~ Hundred Dollars ($*800*~~400~~) per annum in additional compensation. Employees achieving a sixty (60) hour job-related Master's Degree will receive ~~Five Hundred~~ *One Thousand* Dollars ($*1,000*~~500~~) per annum in additional compensation. Payments will be made on a pro-rata basis each pay period after the Commissioner of Personnel has received proper documentation and certified the change to Audit and Control.

21.2 The Graduate Degree compensation will not be payable to any employee whose job description requires a Graduate Degree in order to qualify for initial employment in that title.

ARTICLE 26 – DISCIPLINE AND DISCHARGE PROCEDURE

26.7 Upon *written* request of the employee *to the Commissioner of Personnel*, a written reprimand shall be removed from the employee's personnel file after two (2) years have passed from the date of the notice of reprimand.

ARTICLE 27 – REVIEW OF REALLOCATION ~~AND RECLASSIFICATION~~

27.1 The County agrees to review requests made by UPSEU for reallocation ~~and reclassification~~ of titles within the defined unit, including Mohawk Valley Community College.

The parties agree to meet and discuss the requests.

ARTICLE 28 – MISCELLANEOUS

28.1 Emergency Closing

When there is an emergency closing of County facilities, as determined solely by the County Executive (or where applicable the President of MVCC), due to inclement weather conditions, affected employees may be released from duty with no loss of pay or benefits. Those employees who are not released from duty as determined solely by the County Executive (or where applicable the President of MVCC), or his/her designee, shall receive compensatory time off for such time worked. *When such an emergency closing also happens on one of the holidays designated in section 13.3, any employee who was required to work on the holiday, and*

subsequently required to remain on duty during the emergency closure shall receive the benefit of both this section and section 13.3.

Add new provision*

28.10 Drug Testing Policy

All bargaining unit members involved in motor vehicle accidents while driving County/MVCC vehicles or personal vehicles for County/MVCC business causing property damage to County/MVCC property or Private property, or if a summons or traffic ticket is issued will be subject to testing in accordance with the post-accident procedures set forth as follows. Also all bargaining unit members involved in accidents while using, driving or operating County/MVCC equipment causing property damage to County/MVCC property or Private property will be subject to testing in accordance with the post-accident procedures set forth as follows.

1) *Employees shall undergo a blood alcohol test.*
2) *Employees shall undergo a urine chemical analysis to detect prohibited usage of illegal drugs.*
3) *An employee will be deemed to have refused to submit to a drug or alcohol test if he/she fails to appear for any drug or alcohol test, fails to remain at the testing site after directed to do so, fails to provide an adequate sample, or fails in any way to cooperate in the testing process.*
4) *The urine sample shall first be tested using the initial drug screening procedures. An initial positive result will not be considered conclusive; rather, it will be classified as "confirmation pending" until the final confirmation test results are obtained.*
   a) *A standard 4-panel drug screening test for illegal drug use shall be used to check for the use of amphetamines, cocaine, opiates, and phencyclidine. Personnel utilized for conducting the testing will be certified as qualified to collect urine samples or adequately trained in collection procedures. Concentrations of a drug at or above the following levels shall be considered a positive test result when using the initial drug screening test:*

	Initial Test Level (ng/ml)
Cocaine Metabolite	*50*
Opiate Metabolite	*300*
Phencyclidine	*25*
Amphetamines	*1000*

   b) *Concentration of a drug at or above the following levels shall be considered a positive test result when performing a confirmatory GC/MS test on a urine specimen that tested positive using a technologically different initial screening method:*

	Confirmatory Test Level (ng/ml)
Cocaine Metabolite	*150(2)*
Opiates	

Morphine	*2000*
Codeine	*2000*
Phencyclidine	*25*
Amphetamines	
Amphetamine	*5000*
***(2) Benzoylecgonine*	

c) An employee having negative drug test results shall receive a letter stating that no illegal drugs were found. If the employee requests such, a copy of the letter will be placed in the employee's personnel file.

i) All records pertaining to required drug tests shall remain confidential, and shall not be provided to other employers or agencies without the written permission of the person whose records are sought.

ii) Any employee who breaches the confidentiality of testing information shall be subject to discipline up to and including discharge.

iii) Drug test results and records shall be stored and retained in compliance with state law, or for an indefinite period in a secured area where there is no applicable state law.

d) Any bargaining unit employee who tests positive for the use of alcohol, or for the use of illegal drugs and fails to produce a valid medical prescription for the same with forty-eight (48) hours of notification of a positive result and/or fails to comply with the foregoing procedures and rules shall be required to: (1) undergo an evaluation by the County's substance abuse professional (SAP); (2) begin, comply with, and complete a treatment process as recommended by the County's SAP; (3) enter into a return-to-work agreement to include a follow-up testing protocol recommended by the County's SAP; and (4) be cleared to return to duty by the County's SAP.

e) Nothing herein shall be construed to limit the County's ability to also pursue disciplinary action against an employee for a positive drug or alcohol screen result.

ARTICLE 31 – CONTINUATION

31.1 This Agreement shall become effective upon ratification and signing by the appropriate parties, and shall terminate at the close of business on December 31, 2028~~3~~.

31.2 The County and UPSEU recognize the desirability of commencing negotiations by January 1, 2028~~3~~, should either party desire to modify this Agreement, so that the negotiated Agreement's

terms and conditions can hopefully be available for the 2029~~3~~4 County budgetary process. If neither party expresses a desire to modify this Agreement by written notice delivered to the other party not later than September 1, 2028~~3~~, this Agreement shall be automatically continued for the 2029~~3~~4 budgetary year at the same terms and conditions of the 2023~~3~~8 budgetary year.

In addition to the modifications to language in the Collective Bargaining Agreement detailed hereinabove, the parties have agreed to the following additional changes:

1. ***Salary Grades shall be reallocated as follows:***

Title	*Current Grade*	*New Grade*
Administrative Assistant	*19*	*21*
Account Clerk	*11*	*13*
Accounting Supervisor	*21*	*23*
Assistant Motor Vehicle Bureau Supervisor	*18*	*20*
Clerk	*10*	*12*
College Services Associate	*21*	*22*
Community Services Worker	*13*	*14*
Customer Relations Supervisor	*23*	*25*
Data Processing Clerk	*17*	*18*
Data Processor I	*11*	*13*
Data Processor II	*13*	*15*
Delinquent Tax Clerk	*17*	*18*
Disbursement Officer	*21*	*23*
Family Services Specialist	*28*	*29*
Mail & Supply Clerk	*14*	*15*
Mail Clerk	*10*	*12*
Map Room Clerk	*14*	*15*
Motor Vehicle Representative	*14*	*16*
Office Specialist I	*10*	*12*
Office Specialist II	*11*	*13*
Outreach Worker (& Spanish Speaking)	*16*	*17*
Paralegal Assistant	*25*	*27*
Paralegal Assistant II	*28*	*30*
Phlebotomist – Outreach Worker	*16*	*17*
Principal Account Clerk	*19*	*21*
Principal Clerk	*19*	*21*
Principal Office Specialist	*15*	*17*
Printing Helper	*13*	*15*
Probation Officer 1	*27*	*28*
Probation Supervisor 1	*29*	*31*
Secretary to Director of Real Property Tax Services	*11*	*13*
Senior Account Clerk	*14*	*16*
Senior Administrative Assistant	*21*	*23*
Senior Clerk	*12*	*14*
Senior Family Services Specialist	*29*	*30*
Senior Motor Vehicle Representative	*15*	*18*
Senior Office Specialist I	*12*	*14*
Senior Office Specialist II	*13*	*15*

Senior Probation Officer	***28***	***29***
Tax Clerk	***15***	***17***
Telephone Operator II	***12***	***14***

2. ***Upon ratification of this Memorandum of Agreement, the memorandum of agreement between UPSEU and the County providing for COVID-19 Paid Emergency Leave shall terminate in its entirety.***

This Memorandum of Agreement is subject to the approval of the Oneida County Board of Legislators, the Mohawk Valley Community College Board of Trustees and ratification of the membership of UPSEU.

Each respective negotiating committee agrees to recommend this Memorandum of Agreement for approval and ratification.

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FOR THE COUNTY:

Amanda L. Cortese-Kolasz
Commissioner of Personnel
Director

Crystal Marceau
Executive Director of Human Resources
MVCC

Thomas B. Keeler
Budget Director

Alfred Barbato
Purchasing Director

FOR THE UNION:

Gary M. Hickey
Executive Vice President/Regional

Tim Cottrell
Labor Relations Representative

John Pollack
Labor Relations Representative

Beverly Greco
Chief Steward

Kimberly Risher

Betty Ryan-Goldych

Jewel Stafford

Tricia Smith

Trevor Ford

Marissa Montana-Guzman

2024 UPSEU WHITE COLLAR - "W" SCALE - PROPOSED

	5	6	7&8	9	10&11	12	13
GRADE NEW	**STEP 1**	**STEP 2**	**STEP 3**	**STEP 4**	**STEP 5**	**STEP 6**	**STEP 7**
8W	25900	26741	28506	29504	31912	33188	34516
9W	26594	27458	29274	30297	32770	34080	35443
10W	27396	28286	30154	31208	33757	35107	36511
11W	28235	29154	31080	32166	34792	36186	37631
12W	29172	30117	32109	33232	35944	37381	38875
13W	30111	31089	33144	34304	37102	38587	40129
14W	31174	32186	34312	35514	38411	39948	41546
15W	32241	33288	35487	36730	39726	41316	42970
16W	33387	34473	36748	38036	41140	42785	44496
17W	34635	35763	38124	39460	42678	44385	46161
18W	35879	37044	39491	40873	44209	45979	47816
19W	37200	38408	40946	42378	45836	47672	49578
20W	38621	39875	42511	43999	47588	49492	51471
21W	40042	41342	44074	45617	49339	51313	53365
22W	41639	42991	45832	47434	51307	53360	55493
23W	43231	44636	47586	49251	53271	55401	57616
24W	44913	46372	49436	51166	55342	57555	59858
25W	46690	48208	51392	53192	57530	59832	62225
26W	48637	50218	53535	55407	59928	62326	64818
27W	50569	52211	55662	57609	62310	64802	67395
28W	52131	53825	57381	59389	64236	66805	69477
29W	53935	55688	59366	61444	66458	69116	71881
30W	55743	57555	61357	63504	68686	71435	74292
31W	57630	59503	63434	65654	71012	73852	76805
32W	59648	61584	65653	67951	73496	76435	79493
33W	61730	63736	67946	70324	76063	79106	82271
34W	63887	65962	70321	72781	78720	81869	85144
35W	66173	68322	72837	75385	81537	84799	88190
36W	68585	70814	75491	78133	84509	87891	91405
37W	71037	73343	78189	80925	87529	91031	94671
38W	73745	76141	81171	84012	90867	94502	98282
39W	76452	78939	84152	87096	94203	97971	101892
40W	79375	81955	87369	90424	97804	101716	105786
41W	82430	85110	90731	93909	101569	105632	109859
42W	85696	88479	94324	97626	105593	109815	114208
43W	89026	91919	97992	101421	109695	114085	118649
44W	92568	95578	101892	105457	114063	118625	123370
45W	96248	99376	105940	109649	118596	123339	128272
46W	100140	103395	110226	114084	123391	128329	133460
47W	104238	107626	114735	118749	128438	133577	138921
48W	108544	112072	119474	123656	133747	139097	144660
49W	113059	116732	124442	128798	139308	144881	150677
50W	117781	121609	129643	134180	145129	150935	156972

PROPOSED

ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

November 21, 2023

FN 20 23-354

WAYS & MEANS

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

Re: Adoption of New H, M and P Scales and Extension of Salary Related Benefits included in the Memorandum of Agreement between Oneida County and the United Public Service Employees Union (White Collar Unit) to H, M and P Scales

Dear Honorable Members:

A tentative agreement has been reached and a Memorandum of Agreement executed between the County and the United Public Service Employees Union -White Collar Unit ("UPSEU"). That agreement adopts a new salary schedule and provides various salary related benefits. In light of the contract settlement, I am requesting that you pass a resolution that adopts new salary "H," "M" and "P" salary schedules, copies of which are enclosed herewith, and extend the salary administration related benefits included in the UPSEU White Collar tentative agreement to those employees who hold "H", "M" and "P" titles, excepting those benefits specified for "H," "M," and "P" title that are explicitly different in the Oneida County Personnel Rules. I ask that this action be considered at your December 20, 2023 meeting.

Very truly yours,

Anthony J. Picente, Jr.

Enclosures

RECEIVED
NOV 27 2023

43

2024 APPOINTED - "H" SCALE - (Proposed)

	5	6	8	9	11	12	13
GRADE	**STEP 1**	**STEP 2**	**STEP 3**	**STEP 4**	**STEP 5**	**STEP 6**	**STEP 7**
8H	25578	26411	28154	29140	31517	32779	34089
9H	26266	27121	28911	29923	32365	33658	35005
10H	27057	27937	29781	30824	33340	34673	36059
11H	27887	28794	30696	31771	34364	35738	37168
12H	28811	29746	31712	32821	35500	36920	38396
13H	29740	30706	32735	33880	36645	38111	39635
14H	30789	31790	33889	35075	37938	39455	41033
15H	31842	32877	35049	36276	39236	40805	42437
16H	32974	34047	36296	37567	40631	42258	43947
17H	34210	35320	37653	38971	42151	43838	45590
18H	35435	36588	39004	40369	43663	45409	47227
19H	36740	37934	40440	41856	45273	47082	48966
20H	38145	39385	41985	43455	47001	48882	50836
21H	39546	40832	43529	45052	48729	50677	52706
22H	41125	42460	45265	46849	50673	52700	54809
23H	42699	44086	46998	48644	52613	54717	56905
24H	44358	45800	48826	50534	54658	56845	59118
25H	46113	47612	50758	52534	56821	59093	61457
26H	48036	49597	52873	54724	59189	61557	64019
27H	49945	51568	54973	56898	61540	64003	66563
28H	51488	53160	56672	58656	63443	65980	68619
29H	53270	55000	58634	60685	65637	68263	70992
30H	55055	56845	60600	62721	67839	70552	73375
31H	56918	58769	62651	64843	70134	72940	75859
32H	58910	60825	64842	67112	72589	75492	78511
33H	60967	62950	67108	69456	75124	78128	81255
34H	63098	65147	69452	71882	77747	80858	84091
35H	65356	67479	71937	74455	80530	83752	87102
36H	67738	69940	74560	77169	83466	86804	90277
37H	70157	72437	77223	79927	86449	89907	93502
38H	72833	75201	80168	82974	89746	93335	97068
39H	75509	77962	83112	86021	93042	96763	100632
40H	78394	80943	86289	89310	96596	100460	104480
41H	81414	84060	89611	92748	100317	104330	108502
42H	84637	87387	93160	96420	104289	108461	112798
43H	87927	90783	96781	100168	108341	112676	117183
44H	91427	94399	100632	104156	112655	117161	121847
45H	95059	98150	104633	108293	117131	121817	126688
46H	98904	102118	108863	112675	121868	126743	131812
47H	102949	106296	113318	117282	126853	131927	137205
48H	107203	110687	117999	122129	132095	137380	142873
49H	111662	115291	122908	127208	137589	143092	148816
50H	116327	120108	128042	132524	143337	149071	155034

Proposed 2024 Scale

2024 MANAGEMENT - "M" SCALE - (Proposed)

	5	6	8	9	11	12	13
GRADE	**STEP 1**	**STEP 2**	**STEP 3**	**STEP 4**	**STEP 5**	**STEP 6**	**STEP 7**
8M	25898	26741	28507	29503	31912	33188	34515
9M	26594	27459	29271	30297	32770	34080	35444
10M	27395	28286	30155	31210	33757	35107	36510
11M	28236	29153	31080	32166	34793	36184	37633
12M	29171	30118	32108	33232	35945	37381	38875
13M	30111	31090	33144	34303	37102	38588	40130
14M	31174	32186	34313	35515	38411	39947	41546
15M	32240	33288	35486	36730	39726	41315	42968
16M	33388	34474	36751	38036	41141	42784	44496
17M	34634	35762	38124	39460	42678	44385	46161
18M	35879	37044	39492	40873	44209	45977	47817
19M	37200	38408	40945	42379	45838	47672	49577
20M	38620	39876	42511	43999	47588	49491	51471
21M	40040	41342	44074	45615	49339	51312	53365
22M	41639	42992	45832	47437	51306	53359	55494
23M	43233	44636	47586	49252	53271	55401	57617
24M	44914	46372	49436	51166	55342	57555	59858
25M	46691	48208	51393	53191	57530	59831	62226
26M	48635	50217	53535	55407	59929	62326	64818
27M	50569	52212	55661	57610	62310	64803	67396
28M	52131	53826	57381	59389	64236	66805	69478
29M	53936	55689	59367	61444	66458	69115	71880
30M	55743	57555	61356	63505	68686	71434	74290
31M	57630	59503	63435	65655	71012	73852	76805
32M	59645	61585	65652	67950	73496	76437	79493
33M	61729	63737	67946	70324	76063	79105	82271
34M	63886	65962	70319	72781	78720	81868	85143
35M	66173	68323	72835	75386	81537	84798	88190
36M	68584	70813	75492	78132	84510	87892	91406
37M	71036	73344	78190	80925	87529	91030	94671
38M	73744	76141	81170	84013	90867	94502	98281
39M	76453	78937	84151	87097	94205	97972	101891
40M	79375	81954	87367	90425	97804	101716	105785
41M	82431	85110	90732	93907	101571	105634	109859
42M	85694	88479	94325	97626	105591	109815	114207
43M	89026	91919	97991	101421	109697	114085	118648
44M	92570	95578	101891	105458	114063	118626	123371
45M	96249	99376	105940	109648	118595	123339	128272
46M	100140	103394	110225	114082	123390	128326	133460
47M	104237	107625	114734	118750	128440	133577	138920
48M	108544	112072	119474	123657	133746	139096	144660
49M	113056	116732	124442	128798	139307	144881	150676
50M	117780	121609	129643	134180	145129	150935	156972

Proposed 2024 Scale

2024 PROFESSIONAL - "P" SCALE - (Proposed)

	5	6	8	9	11	12	13
GRADE	**STEP 1**	**STEP 2**	**STEP 3**	**STEP 4**	**STEP 5**	**STEP 6**	**STEP 7**
14P	32457	33468	35591	36788	39682	41268	42920
15P	33524	34569	36763	38002	40993	42635	44339
16P	34611	35694	37964	39245	42337	44030	45792
17P	35733	36851	39197	40521	43717	45466	47284
18P	36853	38006	40429	41796	45097	46902	48777
19P	38041	39235	41736	43151	46562	48422	50361
20P	39319	40555	43144	44608	48136	50063	52064
21P	40594	41868	44544	46057	49708	51693	53761
22P	42029	43352	46125	47695	51476	53535	55676
23P	43461	44829	47701	49324	53239	55368	57583
24P	44972	46390	49365	51045	55101	57305	59595
25P	46567	48037	51120	52864	57068	59350	61724
26P	47686	49193	52355	54138	58448	60783	63216
27P	50051	51634	54958	56833	61362	63816	66368
28P	51459	53088	56506	58437	63096	65620	68245
29P	53078	54759	58287	60280	65089	67693	70401
30P	54705	56438	60078	62134	67093	69777	72569
31P	56400	58188	61943	64065	69182	71949	74826
32P	58210	60058	63936	66127	71411	74269	77240
33P	60083	61991	65998	68259	73720	76670	79736
34P	62016	63986	68126	70463	76102	79145	82310
35P	64074	66114	70390	72807	78639	81785	85057
36P	66237	68347	72772	75272	81304	84556	87939
37P	68443	70623	75201	77786	84022	87383	90878
38P	70876	73136	77880	80558	87021	90502	94122
39P	73309	75648	80556	83327	90017	93619	97363
40P	75471	77881	82936	85791	92682	96391	100245
41P	78699	81212	86487	89469	96660	100526	104546
42P	81612	84221	89697	92788	100250	104260	108430
43P	84607	87314	92994	96200	103939	108097	112421
44P	87789	90599	96495	99826	107862	112177	116663
45P	91095	94010	100132	103589	111934	116409	121065
46P	94593	97624	103985	107576	116245	120895	125730

Proposed 2024 Scale

Anthony J. Picente Jr.
Oneida County Executive

Amanda L. Cortese-Kolasz
Commissioner of Personnel

ONEIDA COUNTY
DEPARTMENT OF PERSONNEL

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501-2986
Phone: (315) 798-5726 ♦ **Fax:** (315) 798-6490

FN 20 23359

November 21, 2023

WAYS & MEANS

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

Re: Salary Reallocations To Implement Collective Bargaining Agreements, Budget Changes and Necessary Associated Changes

Dear County Executive Picente:

The collective bargaining agreements between Oneida County and the United Public Service Employees Union and the 2024 adopted budget include various salary reallocations. In order to implement these changes, and other necessary changes associated with them, I am requesting that the Board of Legislators pass a resolution adopting the following salary reallocations:

Title	*Current Grade*	*New Grade*
Administrative Assistant	19W	21W
Account Clerk	11W	13 W
Accounting Supervisor	21W	23W
Airport Maintenance Worker	15B	18B
Airport Maintenance Supervisor	17B	21B
Assistant Chief Wastewater Treatment Plant Operator	36B	37B
Assistant Motor Vehicle Bureau Supervisor	18W	20W
Assistant Personnel Technician	18M	20M
Assistant Superintendent of Buildings and Grounds	24B	25B
Assistant to the County Executive	28M	30M
Clerk	10W	12W
Clerk – Board of Legislators	38M	40M
Chief Wastewater Disposal Solids Operator	34B	35B
College Services Associate	21W	22W
Commissioner of Personnel	45M	49M
Community Services Coordinator	38M	40M
Community Services Worker	13W	14W

H6

Customer Relations Supervisor	23W	25W
Data Processing Clerk	17W	18W
Data Processor I	11W	13W
Data Processor II	13W	15W
Delinquent Tax Clerk	17W	18W
Deputy Clerk to Board of Legislators	31M	33M
Deputy Commissioner of Personnel	38M	42M
Director of Civil Service Administration	34M	36M
Director of Workers Compensation	34M	36M
Disbursement Officer	21W	23W
District Supervisor	22B	25B
Family Services Specialist	28W	29W
Heavy Equipment Mechanic Supervisor	22B	25B
HVAC Building Superintendent	24B	25B
Legislative Analyst	25M	28M
Mail & Supply Clerk	14W	15W
Mail Clerk	10W	12W
Map Room Clerk	14W	15W
Motor Vehicle Representative	14W	16W
Office Specialist I	10W	12W
Office Specialist II	11W	13W
Outreach Worker (& Spanish Speaking)	16W	17W
Paralegal Assistant	25W	27W
Paralegal Assistant II	28W	30W
Personnel Technician I	21M	25M
Personnel Technician II	25M	29M
Personnel Technician III	29M	33M
Phlebotomist – Outreach Worker	16W	17W
Principal Account Clerk	19W	21W
Principal Clerk	19W	21W
Principal Office Specialist	15W	17W
Printing Helper	13W	15W
Probation Officer 1	27W	28W
Probation Supervisor 1	29W	31W
Secretary to Director of Real Property Tax Services	11W	13W
Senior Account Clerk	14W	16W
Senior Administrative Assistant	21W	23W
Senior Clerk	12W	14W
Senior Family Services Specialist	29W	30W
Senior Motor Vehicle Representative	15W	18W
Senior Office Specialist I	12W	14W
Senior Office Specialist II	13W	15W
Senior Probation Officer	28W	29W
Senior Wastewater Treatment Plant Operator	29B	30B
Superintendent of Airport Maintenance	30B	31B

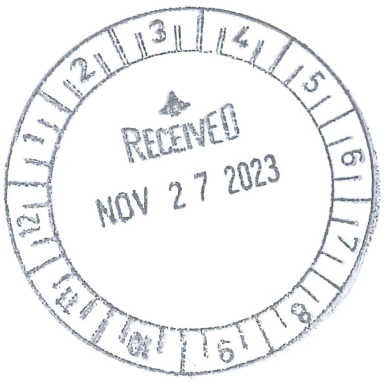
Tax Clerk	15W	17W
Telephone Operator II	12W	14W
Wastewater Treatment Plant Maintenance Superintendent	36B	37B
Wastewater Treatment Plant Operator	27B	28B

If you concur, please forward this letter to the Board of Legislators and ask that they reallocate the titles as listed above. As always, I am available to answer any questions or concerns that either you or the Board of Legislators may have regarding this agreement.

Respectfully submitted,

Amanda L. Cortese-Kolasz

cc: Comptroller
County Attorney
Budget Director



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

Anthony J. Picente, Jr.
County Executive

Date 11-22-23

48

Anthony J. Picente Jr.
Oneida County Executive

Amanda L. Cortese-Kolasz
Commissioner of Personnel

ONEIDA COUNTY
DEPARTMENT OF PERSONNEL

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501-2986
Phone: (315) 798-5726 ♦ Fax: (315) 798-6490

FN 20 23-360

PUBLIC SAFETY

WAYS & MEANS

October 31, 2023

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

Re: Addition of Senior Assistant District Attorney to the Oneida County Classification Plan

Dear County Executive Picente:

I have enclosed a job specification for the title Senior Assistant District Attorney that outlines the responsibilities and duties for the position. Also enclosed for your review and consideration is correspondence from District Attorney, Scott D. McNamara, requesting addition of this title to the Oneida County Classification Plan.

District Attorney McNamara has identified the need for this position to ensure that there is compliance with all facets of discovery.

District Attorney McNamara has requested that the salary for the title Senior Assistant District Attorney be set at Grade 48M, Step 4, starting at $100,399.

If you concur, please forward this letter to the Board of Legislators and ask that set the salary for the title Senior Assistant District Attorney at Grade 48M, Step 4, starting at $100,399. As always, I am available to address any questions or concerns either you or the Board may have regarding this matter.

Respectfully submitted,

Amanda L. Cortese-Kolasz

Enclosures

cc: Scott D. McNamara, District Attorney
County Attorney
Budget

RECEIVED
NOV 14 2023

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

Anthony J. Picente, Jr.
County Executive

Date 11-2-23

49

ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY
Scott D. McNamara
DISTRICT ATTORNEY

Todd C. Carville
Chief Assistant District Attorney

Grant J. Garramone
Executive Administrative Assistant

Laurie Lisi
William J. Barry III
Paul S. Kelly
Travis J. Yoxall
Maria Murad Blais
Rebecca G. Kelleher
Kimberly R. Sudakow
Sara D. Lupi
Jennifer M. Scholl
Angelo J. Partipelo III

Michael A. LaBella
Amanda M. Tucciarone
Nicholas T. Fletcher
Rachel B. McNamara
Andrew K. Rahme
Dawn C. Lupi
Thomas B. Luka
Kathleen Arcuri
Robert Rose

October 30, 2023

Oneida County Personnel Department
ATTN: Amanda Cortese-Kolasz
800 Park Avenue
Utica, New York 13501

RE: Change of Title / Pay
Assistant District Attorney I to Senior Assistant District Attorney

Dear Amanda:

I am writing to seek approval to take one of my open Assistant District Attorney I positions (Position 39) and change the title of that position to that of Senior Assistant District Attorney. I am seeking to reclassify the position at Grade 48M, step 11 with a salary of $127,987.00.

This re-titled position will become a supervisory position in the District Attorney's Office and the incumbent will supervise the planning and execution of trials occurring in the Courts of Oneida County.

The incumbent will work with our assistant district attorneys, paralegals, victim witness coordinators and senior confidential investigators to ensure that there is compliance with all facets of discovery and will provide training to assistant district attorneys relative to trial practice. The incumbent will also work with other federal, state and local law enforcement to ensure discovery compliance.

A successful candidate for this position must be admitted to practice in the State of New York and must have been a prosecutor in New York State for at least ten (10) years.

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

Thank you.

Sincerely,

Scott D, McNamara, Esq.
District Attorney

235 Elizabeth Street, Utica, NY 13501 Phone: (315) 798-5766 Fax: (315) 798-5582

Jurisdictional Class: Pending Jurisdictional Classification
EEO Category: Professional
Adopted: XX/XX/2023

SENIOR ASSISTANT DISTRICT ATTORNEY

DISTINGUISHING FEATURES OF THE CLASS: This is a professional legal and supervisory position in the Office of the Oneida County District Attorney. The incumbent provides counsel to the District Attorney, and coordinates with the Chief Assistant District Attorney and Executive Administrative Assistant District Attorney relative to the planning and execution of trials conducted by Assistant District Attorneys in the Courts of Oneida County. The incumbent operates under the general direction and serves at the pleasure of the District Attorney with wide leeway allowed for the exercise of independent judgment in carrying out the details of the work. The incumbent supervises the planning and execution of criminal trials and provides direct supervision to Assistant District Attorneys, investigators and support personnel with regard to all aspects of discovery compliance. The incumbent performs additional duties at the discretion of the District Attorney and performs related work as required.

MINIMUM QUALIFICATIONS:

Admission to the Bar of New York State with current good standing **AND** ten (10) years of experience as a prosecutor in New York State.

SPECIAL REQUIREMENT: Must be a legal resident of Oneida County, Herkimer County, Lewis County, Madison County, Oswego County or Otsego County per Local Law "B" of 1991.

Adopted: XX/XX/2023

ONEIDA COUNTY
DEPARTMENT OF PROBATION
Boehlert Center at Union Station
321 Main Street, 2nd Floor, Utica, New York 13501
Utica ~ Phone: (315) 798-5914 Fax: (315) 624-3684

300 West Dominick Street, Rome, New York 13440
Rome ~ Phone: (315) 356-2900 Fax: (315) 337-5025

E-mail: probation@ocgov.net · Web Site: www.ocgov.net

Anthony J. Picente, Jr.
County Executive

Holly Bolton
Director

November 29, 2023

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

FN 20 23 -361
PUBLIC SAFETY
[redacted] & HUMAN SERVICES
WAYS & MEANS

Re: JAG Grant (FY 2022)

Dear County Executive Picente:

Attached is an agreement offered by the City of Utica to provide the Probation Department with a $5,600.00 portion of the Utica Police Department's (UPD) 2022 Byrne Justice Assistance Grant (JAG) Program Award. This money will reimburse salaries and fringe benefits of probation officers who work overtime in connection with the joint UPD/Probation Department Juvenile Ride-Along Program.

For several years, we have collaboratively participated in the Ride-Along Program supported by funds from this grant. Under this program, UPD officers and probation officers visit youth sentenced to "domicile restriction," as an alternative to costly and disruptive detention. By conducting evening home visits, we are able to meet with parents and significant others. This program is an integral strategy of our Juvenile Alternative to Detention and Juvenile Delinquency Prevention Plan. Per the agreement, the County agrees to spend the funds no later than September 30, 2025.

Assuming this agreement meets with your approval, please forward it to the Board of Legislators for its consideration. Thank you for your attention to this matter and if you have any questions, please do not hesitate to contact me.

Very truly yours,

Holly Bolton
Probation Director

RECEIVED
NOV 30 2023

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

Anthony J. Picente, Jr.
County Executive

Date 11-29-23

53

Oneida Co. Department: Probation

Competing Proposal	_____
Only Respondent	_____
Sole Source RFP	_____
Other	___X____

ONEIDA COUNTY BOARD OF LEGISLATORS
CONTRACT SUMMARY

Name and Address of Vendor: City of Utica
1 Kennedy Plaza
Utica, New York 13501

Title of Activity or Service: City of Utica Allocating a Portion of its Justice Assistance Grant (JAG) Program Award to the County

Proposed Dates of Operation: October 1, 2021 – September 30, 2025

Client Population/Number to be Served: 250 Juvenile and Adult Offenders

Summary Statements

1) **Narrative Description of Proposed Services:** Money will reimburse salaries and fringe benefits for probation officers working overtime while participating in the joint Utica Police Department (UPD) & Probation Department Juvenile Ride-Along Program.

2) **Objectives/Outcomes:** UPD officers and County probation officers ride together to visit and monitor juveniles enrolled in the domicile restriction program as an alternative to detention.

3) **Program Design and Staffing:** Domicile staff performing overtime function.

Total Funding Requested: $5,600.00 **Account #** A2379 (Revenue)

Oneida County Dept. Funding Recommendation: N/A

Proposed Funding Sources (Federal $/ State $/County $): The City of Utica is allocating a portion of its NYS JAG Grant Funds to the County.

Cost Per Client Served: NA

Past Performance Data: 95% completion of the program by juveniles placed on Domicile Restriction.

O.C. Department Staff Comments: This is a highly successful and cost-effective way to keep juveniles in their homes as opposed to detention. We strongly support this agreement.

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ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

November 17, 2023

FN 2023-362

PUBLIC SAFETY

WAYS & MEANS

Gerald Fiorini, Chairman
Board of Legislators
800 Park Avenue
Utica, NY 13501

Dear Chairman:

The Board of Legislators passed a grant agreement between Oneida County Department of Emergency Services and the State of New York through its Division of Homeland Security and Emergency Services and its Statewide Interoperable Communications Grant Program for $1,411,546.00. This grant was to aid the improving emergency response and improving the infrastructure. Unfortunately, when resolution #20 was passed on January 11, 2023, there was no corresponding legislation to set up the capital project to enable the county to spend the funds.

I, therefore, request the establishment of a capital project to enable the expending the grants funds for their designated purposes.

A.) Establishment of **Capital Project H-EMG - 100 – 30972 - Emergency Services – 2021-2022 SICG**

B.) Funding for the capital Project H-EMG - 100 is as follows:

H – EMG – 100 – 3397 – State Aid - Capital – Public Safety...$ 1,411,546.00

Thank you for your kind attention to this request.

Very truly yours,

Anthony J. Picente, Jr.
County Executive

CC: Comptroller
County Attorney
Budget
Emergency Services

RECEIVED
NOV 27 2023

INTRODUCTORY
NO. 020

F.N. 2023-019

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. 020

INTRODUCED BY: Messrs. Flisnik, Idzi, Julian, Leone Mme. McNiel, Reale
2ND BY: Mr. Joseph

RE: APPROVAL OF GRANT AGREEMENT BETWEEN ONEIDA COUNTY, THROUGH ITS DEPARTMENT OF EMERGENCY SERVICES, AND THE STATE OF NEW YORK, THROUGH ITS DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES

WHEREAS, This Board is in receipt of correspondence from Edward T. Stevens, Director of Emergency Services, requesting the approval of a Grant Agreement between the County of Oneida ("County"), through its Department of Emergency Services, and the State of New York State ("State"), through its Division of Homeland Security and Emergency Services, through the Statewide Interoperable Communications Grant Program, pursuant to which the State will award the County $1,411,546.00, to aid public safety organizations in enhancing emergency response, improving capability, improving governance structures, improving operating procedures, providing infrastructure development, and addressing guidance from the United States Department of Homeland Security's Office of Emergency Communications, and

WHEREAS, In accordance with Oneida County Charter Section 2202, said Grant Agreement must be approved by the Oneida County Board of Legislators, now, therefore, be it hereby

RESOLVED, That the Oneida County Board of Legislators hereby approves of, and authorizes Oneida County Executive, Anthony J. Picente, Jr., to electronically execute, the Grant Agreement between the County and the State, and any and all documents related thereto, in the amount of $1,411,546.00, for a term commencing January 1, 2022 and ending December 31, 2024.

APPROVED: Public Safety Committee (January 10, 2023)
Ways and Means Committee (January 11, 2023)

DATED: January 11, 2023

Adopted by the following vote:
AYES 22 NAYS 0 ABSENT 1 (Mme. Ervin)

Office of the Sheriff

County of Oneida

Undersheriff Joseph Lisi
Chief Deputy Jonathan Owens

Chief Deputy Derrick O'Meara
Chief Deputy Mark Kinderman

Sheriff Robert M. Maciol

November 29. 2023

FN 20 23 - 363

PUBLIC SAFETY

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

WAYS & MEANS

Dear County Executive Picente:

The Sheriff's Office has been awarded funds from the Bureau of Justice Services for its participation in the State Criminal Alien Assistance Program (SCAAP). The County has a contract with Justice Benefits, Inc. to prepare the application for inmates meeting certain criteria that must be retrieved from our inmate database and submitted to the Bureau of Justice Assistance. Use of these SCAAP funds is limited and must be earmarked for a specific purpose.

The grant award is $43,026. This revenue will be deferred to 2024. Justice Services Inc. is entitled to a commission of the award. The grant funds will be used for security cameras for the jail visitation and for the parking lot for increased coverage and security. The remaining amount of the grant ($15,230) will be expensed and a supplemental appropriation will be submitted at a later date. There will be no cost to the County.

I respectfully request that this matter be acted on at the Board of Legislator's January 2024 board meeting.

The 2024 Supplemental Appropriation request is as follows:

Increase:	3110 3110.195-000	Fees/Service	$ 9,466
	3110 3051.290-000	Other Equipment	$ 18,330

This supplemental appropriation will be fully supported by revenue currently held in:

Increase:	3110 3110.4389-140	Federal Aid-Alien Assistance	$ 27,796

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

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

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

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

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Office of the Sheriff

County of Oneida

Undersheriff Joseph Lisi
Chief Deputy Jonathan Owens

Chief Deputy Derrick O'Meara
Chief Deputy Mark Kinderman

Sheriff Robert M. Maciol

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

Sincerely,

Robert M. Maciol,
Oneida County Sheriff

Cc: Tom Keeler, Budget Director
Mark Kinderman, Chief Deputy
Sheryl Brown, Deputy Comptroller

RECEIVED
NOV 30 2023

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

Anthony J. Picente, Jr.
County Executive

Date 11-30-23

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

Law Enforcement Division
6065 Judd Road Oriskany, NY 13424
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Fax (315) 798-6495

Office of the Sheriff

County of Oneida

Undersheriff Joseph Lisi
Chief Deputy Jonathan Owens

Chief Deputy Mark Kinderman
Chief Deputy Derrick O'Meara

Sheriff Robert M. Maciol

November 29, 2023

FN 20 23 364

The Honorable Anthony J. Picente, Jr.
Oneida County Executive
Oneida County Office Building
800ParkAvenue
Utica, NewYork13501

PUBLIC SAFETY

WAYS & MEANS

Dear County Executive Picente:

The Sheriff's Office has been approved fora Payment Award in the amount of $30,818.00 from the Department of Justice, Office of Justice Programs. This Award is pursuant to the "State Criminal Alien Assistance Program" (SCAAP) and covers costs related to the incarceration of "undocumented criminal aliens" at the Correctional Facility. The Award termisJuly1, 2021 through December 31, 2024. There are no County dollars in connection with this Award.

If you find this Payment Award acceptable, please forward it to the Board of Legislators for its approval. Once approved, please sign both on paper and bye-signature. I would like to thank you for your time and diligent attention to this matter in advance. If you have any questions, require clarification or seek additional information from me in order to help you make a decision regarding my request, please do not hesitate to contact me at any point intime.

Sincerely,

Robert M. Maciol
Sheriff

RECEIVED
NOV 30 2023

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

Anthony J. Picente, Jr.
County Executive

Date 11-29-23

ACCREDITED AGENCY

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

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

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

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

Oneida Co. Department: Sheriff

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor: United States Department of Justice
Office of Justice Programs
Bureau of Justice Assistance
950 Pennsylvania Avenue, NW
Washington, DC 20530

Title of Activity or Service: State Criminal Alien Assistance Program (SCAAP) Payment Award

Proposed Dates of Operation: 7/1/2021 – 12/31/2024

Client Population/Number to be Served: Award funds are used for "correctional purposes" relative to "undocumented criminal aliens" who are incarcerated at the Correctional Facility

Summary Statements

1. **Narrative Description of Proposed Services:** SCAAP funds are used in connection with "undocumented criminal aliens" who are detained within the Correctional Facility.
2. **Program/Service Objectives and Outcomes:** Fund costs associated with the incarceration of "undocumented criminal aliens" at the Correctional Facility.
3. **Program Design and Staffing:** N/A

Total Funding Requested: $30,818.00 **Account** #3110-3110.43894-140

Oneida County Dept. Funding Recommendation: $30,818.00

Proposed Funding Sources (Federal $/State $/County $): Federal Payment Award

Cost Per Client Served: N/A

Past Performance Data: The County has received SCAAP funds in previous years for use in the Correctional Facility.

O.C. Department Staff Comments: N/A

Office of the Sheriff

County of Oneida

Undersheriff Joseph Lisi
Chief Deputy Jonathan Owens

Chief Deputy Mark Kinderman
Chief Deputy Derrick O'Meara

Sheriff Robert M. Maciol

October24, 2023

FN 2023 - 365

PUBLIC SAFETY

WAYS & MEANS

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

Dear County Executive Picente:

Please find for your review an agreement with Trenton City Cleaners, LLC to provide dry cleaning and laundry services for the Sheriff's Office, all divisions. The County issued an invitation to bid for these services (Bid Ref. No. 2256), and Trenton City Cleaners, LLC was the sole bidder to respond.

The agreement will be for an initial term of one year, with up to three renewal terms of one year each. The Sheriff's Office requests authority to hire Trenton City Cleaners, LLC for all four years (the initial term and The three renewal terms). The price to the County would be as follows, to be paid from County funds:

Initial Term	$ 74,990.72
First Renewal Term	$ 77,240.44
Second Renewal Term	$ 79,557.65
Third Renewal Term	$ 81,944.38
TOTAL	$ 313,733.19

If you find the enclosed contract acceptable, I request that you forward the same to the Board of Legislators For its review and consideration.

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

Sincerely,

Robert M. Maciol

RECEIVED
NOV 30 2023
ACCREDITED AGENCY

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

Anthony J. Picente, Jr.
County Executive

Date 11-29-23

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

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

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

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

Oneida Co. Department: Sheriff's Office

Competing Proposal ____
Only Respondent _X_____
Sole Source RFP _____
Other _____

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor: Trenton City Cleaners, LLC
414 Trenton Road #1641
Utica, New York 13502

Title of Activity or Service: Dry Cleaning and Laundry Services

Proposed Dates of Operation: Initial Term – One Year (starting on execution)
First Renewal Term – Second Year
Second Renewal Term – Third Year
Third Renewal Term – Fourth Year

Client Population/Number to be Served: N/A

Summary Statements

1) **Narrative Description of Proposed Services**. Pursuant to this agreement, Trenton City Cleaners LLC will perform dry cleaning and laundry services for the Sheriff's Office, all divisions. The company will pickup garments on a weekly basis from three designated locations, transport the garments to its facility, clean the garments, and then drop-off the garments at its next weekly visit.

2) **Program/Service Objectives and Outcomes**. To provide the Sheriff's Office with clean garments on a weekly basis.

3) **Program Design and Staffing**. The Contractor shall provide all services required under the Agreement, however, designated County employees will be required to prepare inventory sheets of garments for pickup.

Total Funding Requested: $313,733.19 **Account #** _____.

Oneida County Dept. Funding Recommendation: $313,733.19

Proposed Funding Sources (Federal $/State $/County $): County: $313,733.19

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments:

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ONEIDA COUNTY DEPARTMENT OF LAW

Oneida County Office Building
800 Park Avenue ♦ Utica, New York 13501-2975
(315) 798-5910 ♦ fax: (315) 798-5603
www.ocgov.net

ANTHONY J. PICENTE, JR.
COUNTY EXECUTIVE

PETER M. RAYHILL
COUNTY ATTORNEY

November 28, 2023 FN 2023 366.1

ECONOMIC DEVELOPMENT & TOURISM
WAYS & MEANS
WAYS & MEANS

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

Dear County Executive Picente:

Please find enclosed, for your review and consideration, an agreement between Oneida County and Mohawk Valley EDGE. The term of this agreement is January 1, 2024 through December 31, 2024. The purpose of this agreement is to help fund EDGE's mission, which includes publicizing the advantages of Oneida County and the region by advancing, fostering and promoting general economic and industrial development within Oneida County and the region, as well as to provide support, expertise and other initiatives that showcase the advantages of Oneida County and the Mohawk Valley as a desirable area for businesses to locate and expand. The total value of the agreement is four hundred forty-nine thousand eight hundred and seventy-four dollars and zero cents ($449,874.00) over the course of the 2024 calendar year.

If the enclosed meets with your approval, I respectfully request that you forward it to the Board of Legislators for approval at its next meeting. Should you have any questions or concerns, or should you require any additional information, please do not hesitate to contact me.

Sincerely,

Andrew Dean, Esq.
Assistant County Attorney

Enclosures

RECEIVED
NOV 28 2023

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

Anthony J. Picente, Jr.
County Executive

Date 11-28-23

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Oneida Co. Department: County Attorney

Competing Proposal	_____
Only Respondent	_____
Sole Source RFP	_____
Other	X

ONEIDA COUNTY BOARD
OF LEGISLATORS

Name & Address of Vendor: Economic Development Growth Enterprises Corporation
584 Phoenix Drive
Rome, New York 13441

Title of Activity or Service: Annual Appropriation - Staff Services

Proposed Dates of Operation: January 1, 2024 – December 31, 2024

Client Population/Number to be Served: Oneida County

Summary Statements

1) **Narrative Description of Proposed Services:** Funding provided to carry out initiatives to improve the region's economy.

2) **Program/Service Objectives and Outcomes:** To attract new investment and growth, as well as assisting Oneida County business with new opportunities.

3) **Program Design and Staffing: N/A**

Total Funding Requested: $449,874.00 **Account # A6432.495 & A6436.495**

Oneida County Dept. Funding Recommendation: $449,874.00

Proposed Funding Sources (Federal $/ State $/County $): 100% County

Cost Per Client Served: N/A

Past Performance Data: **N/A**

O.C. Department Staff Comments: Included with the 2024 budget. The contract is also subject to approval by the Board of Legislators.

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ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

November 28, 2023

FN 20 23 366.2
ECONOMIC DEVELOPMENT & TOURISM
WAYS & MEANS

Gerald Fiorini, Chairman
Oneida County
800 Park Avenue
Utica, NY 13501

Dear Board Chairman,

As you are aware, EDGE has been working to construct a building to be used as additional flex space on the 17 – acre site that EDGE owns at the Marcy Nanocenter. This additional flex space will be used to support supply chain needs for Wolfspeed's Mohawk Valley FAB, Semikron Danfoss's power module factory located at Quad C, and for other semiconductor and advanced electronics manufacturing operations that may co-locate on the balance of the developable acreage at the Marcy Nanocenter.

Edge has requested a total of $2 million to help finance this $12.5 million project. EDGE's investment along with an anticipated $992 million additional investment by Wolfspeed in the Marcy Nanocenter make the County's investment small in comparison but will provide huge benefits for Oneida County.

I therefore request your Board's approval for the following **2023** Supplemental Appropriation:

TO:

A-8020-6432.495-000 – Planning / EDGE.....$1,000,000.00

This Supplemental Appropriation will be fully funded by:

A-599 Fund Balance..... $1,000,000.00

Thank you for kind attention to this request.

Very truly yours,

Anthony J. Picente, Jr.
County Executive

CC: Comptroller
County Attorney

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NOV 30 2023

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MOHAWK VALLEY EDGE

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

August 28, 2023

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

RE: Oneida County Economic Development Grant for Mohawk Valley EDGE Marcy Nanocenter Flex Space Development

Dear Tony:

This is a follow-up to my August 9 meeting with you and the leadership from the Oneida County Board of Legislators concerning EDGE's development plans to build a 60,000 square foot flex space building on a 17-acre site that EDGE owns situate at the Marcy Nanocenter (the "Flex Space Site").

As I mentioned at the meeting, the Town of Marcy and Marcy Planning Board have provided final site development approval for up to 150,000 square feet of building fabric on the Flex Space Site- to support supply chain needs for Wolfspeed's Mohawk Valley FAB, Semikron Danfoss's power module factory located at the QUAD C facility on SUNY Poly's Marcy campus, and for other semiconductor and advanced electronics manufacturing operations that may co-locate on the balance of the developable acreage at the Marcy Nanocenter.

EDGE is proceeding with development plans to construct, own and lease the above-described 60,000 SF flex space facility (the "Phase I Facility") on the Flex Space Site (capable of being doubled in size in the future). It is anticipated that EDGE would lease approximately 45,000 SF of space in the Phase I Facility to Semikron Danfoss to support its test/assembly, manufacturing, office and logistics needs. Semikron Danfoss has a need for such specialized space for its test and assembly back-end operations, and for office and general warehousing space, to support the continued growth of its power module factory at the QUAD C facility.

Semikron Danfoss is establishing 8 production lines within QUAD C for its industrial and automotive business. Semikron Danfoss is looking at the Phase I space Facility as a place to locate test and assembly operations in addition to general administrative office space and general warehousing and logistics support. A lease of 45,000 sq. ft. of space in the Phase I Facility would

support the creation of 40 to 50 jobs by Semikron Danfoss. Those jobs would be in addition to the 275 jobs that Semikron Danfoss currently has at the QUAD C facility.

1. EDGE is working with VIP Structures to construct the Phase I Facility on a fast-track, design-build basis. VIP Structures is looking to undertake the site civil package this fall before conducting a competitive procurement process with respect to the footings and foundations package and the steel structural package for the building. Separate bid packages for mechanical, electric, plumbing, fire protection and other tenant specific requirements also will be handled by VIP Structures under its design-build agreement with EDGE (also utilizing a competitive procurement process).

2. The entire Phase I Facility will be air conditioned and will have tight humidity requirements, particularly in the test and assembly area. The total project budget earmarked for the 60,000 SF Phase 1 Facility is estimated at $12.5 million of which EDGE intends to secure bank financing totaling $8.5± million. Per the August 9 meeting with the Board leadership, EDGE is requesting $2.0 million in County funding split between 2023 and 2024 ($1.0 million in each year) to offset a portion of the cost of the project. County support for this project would enable EDGE to secure the balance of the funding for the project and help ensure that the Phase I Facility can be substantially completed by December 31, 2024 (which is the date on which Semikron Danfoss would need to take occupancy).

Wolfspeed has advised EDGE that it intends to invest another $992 million to fit out the balance of the cleanroom shell at its Mohawk Valley FAB and furnish and equip the facility to support the growing customer demand for its Silicon Carbide semiconductor devices. Wolfspeed plans to make this additional investment over the next two to five years. Based on the foregoing, EDGE is confident that additional leasing opportunities will arise with other supply chain firms that would follow Wolfspeed as it fits out and tools the balance of its Mohawk Valley FAB. EDGE anticipates that these leasing opportunities will generate additional jobs in Oneida County.

Please do not hesitate to contact me should you have additional questions or require additional information concerning this request.

Sincerely,

ECONOMIC DEVELOPMENT GROWTH ENTERPRISES CORPORATION

By: Steven J. DiMeo
Steven J. DiMeo
President

ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

FN 20 23-362

November 13, 2023

ECONOMIC DEVELOPMENT
[redacted]SM

WAYS & MEANS

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

Re: Approval of Grant Sub-Recipient Agreement With Mohawk Valley Edge

Dear Chairman Fiorini,

A local company, 131 Genesee Street, LLC, is the owner of the "Boston Place" building and is undertaking a $3.3 million project to replace the building's façade and roof and to upgrade its mechanical systems, elevators, and restrooms. Once complete, the project will provide significant economic development benefits to the County, improving the aesthetic character of Utica and providing the community with thousands of square feet of additional office space.

The County has applied for—and been awarded—$1 million in grant funding toward the project from the Restore New York Communities Initiative. I now seek the Board of Legislators' approval to partner with the Economic Development Growth Enterprises Corporation ("Mohawk Valley EDGE") to administer the grant funding and to oversee the development of the project.

Enclosed is a Grant Sub-Recipient Agreement with Mohawk Valley Edge to allow it to administer the grant funds and oversee the project. The Agreement is in the amount of $1 million—all of which is State grant funds—and is for a term commencing upon execution and ending upon project closeout, anticipated to occur within two years.

I respectfully ask that the Board approve the agreement and allow my office to execute it, and any other related agreements that might arise.

Thank you for your kind attention to this request.

Very truly yours,

Anthony J. Picente, Jr.
County Executive

CC: Comptroller
County Attorney
Budget

RECEIVED
NOV 30 2023

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Oneida Co. Department: County Executive

Competing Proposal	_____
Only Respondent	_____
Sole Source RFP	_____
Other	X

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor: Economic Development Growth Enterprises Corporation
584 Phoenix Drive
Rome, New York 13441

Title of Activity or Service: Grant Administration

Proposed Dates of Operation: From execution through grant closeout, estimated to be 24 months.

Client Population/Number to be Served:

Summary Statements

1) **Narrative Description of Proposed Services:** 131 Genesee Street, LLC, the owner of the "Boston Place" building, is undertaking a $3.3 million project to replace the building's façade and roof and to upgrade its mechanical systems, elevators, and restrooms. The County has applied for—and been awarded—$1 million in grant funding toward the project from the Restore New York Communities Initiative. Pursuant to this agreement, the Economic Development Growth Enterprises Corporation will administer the grant funding and oversee the development of the project.

2) **Program/Service Objectives and Outcomes:** To provide economic development benefits to the County, improve the aesthetic character of Utica and provide the community with thousands of square feet of additional office space.

3) **Program Design and Staffing:** N/A

Total Funding Requested: $1,000,000.00 **Account #** _____.

Oneida County Dept. Funding Recommendation: $1,000,000.00

Mandated/Not Mandated: Not Mandated

Proposed Funding Sources (Federal $/ State $/County $): State: $1,000,000.00

Cost Per Client Served: N/A

O.C. Department Staff Comments: None.

ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

FN 20 23 - 368

ECONOMIC DEVELOPMENT & TOURISM

WAYS & MEANS

November 28, 2023

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

Re: Grant Funding Agreement With the City of Rome

Dear Chairman Fiorini,

Pursuant to the historic settlement agreement between the Oneida Nation, the County of Oneida, and others, the County has received a share of the gaming revenues of the Oneida Nation. The County has devoted this revenue to the laudable purposes of property tax stabilization and promoting education, infrastructure, public safety, the arts, and economic development.

The City of Rome has applied to the County for Oneida Nation settlement funding in order to improve the Rome City Hall façade and to support the continued development of the Air City Lofts at the Griffiss Business and Technology Park, a vibrant center for private and public enterprise in Rome.

By the enclosed Grant Funding Agreement, the County would support the City of Rome by providing $200,000.00 toward the façade project and $150,000.00 toward its continued efforts to develop the Air City Lofts, for a total grant of $350,000.00.

I respectfully ask that the Board approve this Grant Funding Agreement and allow my office to execute the same.

Thank you for your kind attention to this request.

Very truly yours,

Anthony J. Picente, Jr.
County Executive

CC: Comptroller
County Attorney
Budget

RECEIVED
NOV 28 2023

10

Oneida Co. Department: Budget

Competing Proposal	
Only Respondent	
Sole Source RFP	
Other	X

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor: The City of Rome
198 N Washington Street
Rome, New York 13440

Title of Activity or Service: Grant Funding for tax stabilization, infrastructure, and economic development projects, including improvements to the Rome City Hall façade and the continued development of the Air City Lofts at Griffiss Business and Technology Park

Proposed Dates of Operation: Two Years, Beginning Upon Execution

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

Summary Statements

1) **Narrative Description of Proposed Services:** The City of Rome has applied to the County for Oneida Nation settlement funding in order to make improvements to the Rome City Hall façade and to support the continued development of the Griffiss Business and Technology Park, and in particular, the continued development of the Air City Lofts, a project which will house and serve the County's increasingly sophisticated workforce and generate commerce and tourism. Both projects serve the County's stated purposes for the use of the settlement funding, which include tax stabilization, improving infrastructure, and economic development.

2) **Program/Service Objectives and Outcomes:** The objective of this grant agreement will be to support the Rome City Hall façade project ($200,000.00) and the continued development of the Air City Lofts at the Griffiss Business and Technology Park ($150,000.00).

3) **Program Design and Staffing:** N/A

Total Funding Requested: $350,000.00 **Account #:**

Oneida County Dept. Funding Recommendation: $350,000.00

Proposed Funding Sources (Federal $/State $/County $): County: $350,000.00 (Oneida Nation settlement funds)

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: None

ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

FN 20 23 - 369

ECONOMIC DEVELOPMENT & TOURISM

WAYS & MEANS

November 28, 2023

Gerald Fiorini, Chairman
Oneida County
800 Park Avenue
Utica, NY 13501

Dear Board Chairman,

Pursuant to the historic settlement agreement between the Oneida Nation, the County of Oneida and others, the County has received a share of the gaming revenues of the Oneida Nation. The County has devoted this revenue to the laudable purposes of property tax stabilization and promoting education, infrastructure, public safety, the arts, and economic development.

The City of Rome applied to use some of the funding to support the City's façade program with $200,000 and $150,000 toward the Air City Lofts for a total of $350,000. With the Boards approval of the grant funding agreement, it is necessary to put the funding in place.

I therefore request your Board's approval for the following **2023** Supplemental Appropriation:

TO:

A-8020-6414.495-000 – Planning / OC Reginal Assistance.....$350,000.00

This Supplemental Appropriation will be fully funded by:

A-599 Fund Balance.....$350,000.00

Thank you for kind attention to this request.

Very truly yours,

Anthony J. Picente, Jr.
County Executive

CC: Comptroller
County Attorney

RECEIVED
NOV 28 2023

13

ONEIDA COUNTY
DEPARTMENT OF PLANNING
Boehlert Center at Union Station
321 Main St., Utica NY 13501
Phone: (315) 798-5710 Fax: (315) 798-5852

ANTHONY J. PICENTE, JR.
County Executive

JAMES J. GENOVESE II
Commissioner

FN 20 23-370

October 23, 2023

ECONOMIC DEVELOPMENT & TOURISM

WAYS & MEANS

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

Re: Agreement between the Herkimer-Oneida Counties Comprehensive Planning Program and Herkimer County to Provide Professional Human Services Planning

Dear County Executive Picente:

The Herkimer-Oneida Comprehensive Planning Program ("HOCCPP") was established by the counties of Oneida and Herkimer to provide for joint planning efforts and professional services. HOCCPP is housed within the Oneida County Department of Planning.

This agreement seeks to formalize an existing informal agreement to provide professional planning services. Since at least 2003, and likely prior, HOCCPP has provided professional human service planners to assist the Herkimer County Department of Social Services in delivering the programs and projects required. These staff worked dually for the Oneida County Department of Planning. This agreement has been amicable and favorable to both parties, as Herkimer County has continuously provided an adequate fee for the services.

In keeping with the level of staff service provided and the historic costs of this service. Herkimer County has agreed to an annual contract cost starting at $30,000, with a 3% inflation factor applied annually for the 5-year contract. This cost will include staff time and expenses. The total amount of revenue to be received under the contract is $159,274.00.

I respectfully request that you review this contract. If it meets with your approval, I ask that you forward it to the Board of Legislators for its review and approval. Should you have any questions, Dana Crisino, Deputy Commissioner, and I would be pleased to discuss this matter with you at your convenience.

Sincerely,

James J. Genovese II
Commissioner of Planning

CC:
Comptroller
County Attorney
Budget

RECEIVED
NOV 30 2023

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

Anthony J. Picente, Jr.
County Executive

Date 11-29-23

14

Department Planning

Competing Proposal_____
Only Respondent_____
Sole Source
RFP__X___
Other_____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Herkimer County
109 Mary Street
Herkimer, New York

Title of Activity or Service: Comprehensive planning for human services to meet the requirements of Herkimer County.

Proposed Dates of Operations: January 1, 2024 – December 31, 2028

Client Population/Number to be Served: Herkimer County

SUMMARY STATEMENTS

1) **Narrative Description of Proposed Services**: This agreement formalizes an agreement between the Herkimer-Oneida Counties Comprehensive Planning Program ("HOCCPP") and Herkimer County, whereby HOCCPO provides planning staff abd services to the Herkimer County Department of Social Services. Herkimer County will pay Oneida County (on behalf of HOCCPP) $159,274.00 over five years.

2) **Program/Service Objectives and Outcomes:** HOCCPP will provide professional human service planning to Herkimer County for the purposes of supporting the Herkimer County Department of Social Services in its delivery of programs, projects, and initiatives for the betterment of the community.

3) **Program Design and Staffing Level**: The Commissioner of Planning serves as the Director of HOCCPP. The Planning Department Staff works as staff to HOCCPP and will be utilized, as needed.

Total Funding Requested: Account: #K82218221.4902-000 (Revenue)
#K82218221.495-000 (Expense)

Oneida County Funding Recommendation:

Proposed Funding Source (Federal $/State $/County $):
Federal: $0
State: $0
Herkimer County to pay over 5 years: $159,274.00

Cost Per Client Served: N/A

Past Performance Served: N/A

O.C. Department Staff Comments:

15

Anthony J. Picente Jr.
Oneida County Executive

Amanda L. Cortese-Kolasz
Commissioner of Personnel

ONEIDA COUNTY
DEPARTMENT OF PERSONNEL

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501-2986
Phone: (315) 798-5726 ♦ **Fax:** (315) 798-6490

November 21, 2023

FN 2023-371

GOVERNMENT OPERATIONS

WAYS & MEANS

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

Re: Waiver of Civil Service Testing Fees for the Period January 1, 2024 through December 31, 2024

Dear County Executive Picente:

A recent amendment to New York State Civil Service Law allows a Personnel Officer to waive civil service examination fees for all examinations held between July 1, 2023 and December 31, 2025, subject to approval by the governing body. At this time, I am recommending that Oneida County Civil Service waive examination testing fees for examinations given from January 1, 2024 through December 31, 2024. During this time frame, my office will monitor whether a waiver of the examination fees has a positive impact on the number of applicants taking and completing civil service examinations. If this endeavor proves to be successful, additional authority to waive testing fees for calendar year 2025 may be sought.

The 2024 budget proposal for the Personnel Department that has now been adopted included an elimination of revenue from civil service testing fees with the goal of enacting this waiver.

If you concur, please forward this letter to the Board of Legislators and ask that they pass a resolution waiving examination testing fees for all of Oneida County Civil Service for examinations given from January 1, 2024 through December 31, 2024, and authorize a refund of any fee already paid by an applicant for an examination that will be given during that time period. As always, I am available to answer any questions or concerns that either you or the Board of Legislators may have regarding this matter.

Respectfully submitted,

Amanda L. Cortese-Kolasz

Amanda L. Cortese-Kolasz

cc: Comptroller
County Attorney
Budget Director

RECEIVED
NOV 27 2023

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

Anthony J. Picente, Jr.
County Executive

Date 11-22-23

16

Anthony J. Picente Jr.
Oneida County Executive

Amanda L. Cortese-Kolasz
Commissioner of Personnel

ONEIDA COUNTY
DEPARTMENT OF PERSONNEL

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501-2986
Phone: (315) 798-5726 ♦ **Fax:** (315) 798-6490

November 21, 2023

FN 20 23 - 372

GOVERNMENT OPERATIONS

WAYS & MEANS

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

Re: Waiver of Civil Service Testing Fees for the Period January 1, 2024 through December 31, 2024

Dear County Executive Picente:

The new collective bargaining agreement between Oneida County and the United Public Service Employees Union – Blue Collar Unit (UPSEU) includes bonus payment provisions for employees who hold a New York State Certified Motor Vehicle Inspector License, Professional Engineer License and/or Professional Land Surveyor License and performs such duties for the County. Those provisions are more fully detailed in Sections 9.15, 9.16 and 9.17 of the new collective bargaining agreement. Commissioner of Public Works, Matthew Baisley, has requested that these provisions be extended to employees on the "M" scale who meet the criteria in the collective bargaining agreement. I recommend that this request be granted, and that these benefits be extended to employees on the "M" scale with the exception of employees holding a Deputy Commissioner position.

If you concur, please forward this letter to the Board of Legislators and ask that they pass a resolution extended the provisions of Sections 9.15, 9.16 and 9.17 of the collective bargaining agreement between the County and UPSEU – Blue Collar Unit to employees on the "M" scale who meet the criteria with the exception of employees holding a Deputy Commissioner position. As always, I am available to answer any questions or concerns that either you or the Board of Legislators may have regarding this matter.

Respectfully submitted,

Amanda L. Cortese-Kolasz

Amanda L. Cortese-Kolasz

cc: Comptroller
County Attorney
Budget Director

RECEIVED
NOV 27 2023

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

Anthony J. Picente, Jr.
County Executive

Date 11-22-23

11

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

ANTHONY R. CARVELLI
COMMISSIONER

ONEIDA COUNTY
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 23-323

GOVERNMENT OPERATIONS

WAYS & MEANS

November 29, 2023

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

Dear County Executive 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 full approval at their meeting in December 2023.

Thank you.

Very truly yours,

Anthony Carvelli
Commissioner of Finance

RECEIVED
NOV 30 2023

AC/ty

Enclosure

Cc: Mike Billard, Clerk of the Board

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

Anthony J. Picente, Jr.
County Executive

Date 11-30-23

18

MORTGAGE TAX RECEIPTS AND DISTRIBUTION

FOR THE PERIOD ENDING SEPTEMBER 2023

WHEREAS: The Oneida County Clerk and the Commissioner of Finance Have prepared and submitted to the Board of County Legislators their joint Semi-annual report on the Mortgage Tax Receipts, and:

WHEREAS: This report shows the credit statement to the sum of **$1,642,503.21** to be distributed to the various towns, cities and villages pursuant to Section 261 of the Tax Law, now therefore, be it hereby

RESOLVED: That the Oneida County Commissioner of Finance be, and hereby is authorized and directed to remit payments in the amount shown in said semi-annual report on the Mortgage Tax Receipts.

APPROVED:

NEW YORK STATE MORTGAGE TAX SEMI-ANNUAL REPORT

COUNTY OF **Oneida** FOR THE PERIOD OF April 2023 THROUGH September 2023

CASH STATEMENT FOR TAXES COLLECTED PURSUANT TO ARTICLE 11

TAX RATE:0.9202323795

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												
Nov												
Dec												
Jan												
Feb												
Mar												
Apr	325,775.87	4.63	25,206.59	0.00	300,573.91	0.00	0.00	300,573.91	0.00	144,285.37	0.00	127,788.10
May	242,255.51	6.76	26,715.41	0.00	215,546.86	0.00	0.00	215,546.86	0.00	100,198.11	0.00	71,717.65
Jun	213,104.00	6.32	27,522.39	0.00	185,587.93	0.00	0.00	185,587.93	0.00	85,281.56	0.00	52,957.99
Jul	340,020.86	9.80	25,587.46	0.00	314,443.20	0.00	0.00	314,443.20	0.00	155,146.83	0.00	120,563.67
Aug	349,080.00	4.39	24,606.10	0.00	324,478.29	0.00	0.00	324,478.29	0.00	190,815.99	0.00	117,981.50
Sep	314,642.50	7.92	25,994.81	0.00	288,655.61	13,217.41	0.00	301,873.02	0.00	136,534.65	0.00	108,075.04
Totals	1,784,878.74	39.82	155,632.76	0.00	1,629,285.80	13,217.41	0.00	1,642,503.21	0.00	812,262.51	0.00	599,083.95

RECEIVED
NOV 29 2023
ONEIDA COUNTY
COMMISSIONER OF FINANCE

Mary Finegan Recording Officer

Treasurer

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

PART II

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	5,449.98	0.00	0.00	5,449.98	5,015.25
AUGUSTA	5,892.00	0.00	0.00	5,892.00	5,422.01
AVA	4,278.00	0.00	0.00	4,278.00	3,936.75
BOONVILLE	18,224.41	0.00	0.00	18,224.41	16,770.69
BRIDGEWATER	4,330.50	0.00	0.00	4,330.50	3,985.07
CAMDEN	27,358.55	0.00	0.00	27,358.55	25,176.22
DEERFIELD	42,878.00	0.00	0.00	42,878.00	39,457.72
FLORENCE	8,371.00	0.00	0.00	8,371.00	7,703.27
FLOYD	23,656.48	0.00	0.00	23,656.48	21,769.46
FORESTPORT	32,682.84	0.00	0.00	32,682.84	30,075.81
KIRKLAND	76,795.39	0.00	0.00	76,795.39	70,669.60
LEE	50,937.50	0.00	0.00	50,937.50	46,874.34
MARCY	55,050.09	0.00	0.00	55,050.09	50,658.88
MARSHALL	31,679.83	0.00	0.00	31,679.83	29,152.81
NEW HARTFORD	250,979.06	0.00	0.00	250,979.06	230,959.06
PARIS	33,434.29	0.00	0.00	33,434.29	30,767.32
REMSEN	11,501.02	0.00	0.00	11,501.02	10,583.61
ROME	220,798.13	0.00	0.00	220,798.13	203,185.59
SANGERFIELD	11,353.50	0.00	0.00	11,353.50	10,447.86
STEUBEN	31,380.68	0.00	0.00	31,380.68	28,877.52
TRENTON	40,196.02	0.00	0.00	40,196.02	36,989.68
UTICA	321,431.10	0.00	0.00	321,431.10	295,791.31
VERNON	173,569.09	0.00	0.00	173,569.09	159,723.90
VERONA	35,960.37	0.00	0.00	35,960.37	33,091.90
VIENNA	44,858.82	0.00	0.00	44,858.82	41,280.54
WESTERN	19,475.28	0.00	0.00	19,475.28	17,921.78
WESTMORELAND	50,575.25	0.00	0.00	50,575.25	46,540.98
WHITESTOWN	151,781.56	0.00	0.00	151,781.56	139,674.31
Total Tax Districts: 28	**1,784,878.74**	**0.00**	**0.00**	**1,784,878.74**	**1,642,503.21**

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

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

ANTHONY R. CARVELLI
COMMISSIONER

ONEIDA COUNTY
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 23 - 374

October 18, 2023

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

GOVERNMENT OPERATIONS

WAYS & MEANS

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.

We would respectfully request that you please forward said petitions to the Oneida County Board of Legislators for full board consideration on November 8th.

NUMBER		AMOUNT
0	REFUND	$ 0
2	CORRECTIONS	$ 1,098.60

Sincerely,

Anthony Carvelli
Commissioner of Finance

AC:kp
Enclosure

RECEIVED
NOV 14 2023

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

Anthony J. Picente, Jr.
County Executive

Date 11-3-23

87

		ERROREOUS ASSESSMENTS							
MUNICIPALITY	YEAR	NAME	TAX MAP NUMBERS	TAX UNPAID	AMOUNT CANCEL	TAX PAID	AMOUNT REFUND	CORRECT	AMOUNT TO "0"
Lee	2023	Gann, Robert	4200 169.000-2-54.1 PS	$ 1,370.73	$ 725.94			$ 644.79	$ -
Vienna	2007 & 2010	Oneida Co. Board of Leg.	6489 200.000-1-55 OL	$ 372.66	$ 372.66			$ -	$ -
					$ 1,098.60		$ -		

ONEIDA COUNTY
DEPARTMENT OF PLANNING
Boehlert Center at Union Station
321 Main St., Utica NY 13501
Phone: (315) 798-5710 Fax: (315) 798-5852

ANTHONY J. PICENTE, JR.
County Executive
James J. Genovese II
Commissioner

October 23, 2023

FN 2023-375

GOVERNMENT OPERATIONS

WAYS & MEANS

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

Re: Professional Services Agreement With LiRo GIS, Inc.

Dear County Executive Picente:

Please find for your review a Professional Services Agreement with LiRo GIS, Inc. ("LiRo"). The County currently maintains its tax parcel maps in the "ArcMap" software format, which is sunsetting soon and which will be replaced with the "ArcGIS Pro" software format. Pursuant to this agreement, LiRo would migrate the County's tax parcels to the new format. Additionally, LiRo would resolve an existing backlog in tax parcel maintenance (such as "splits" and "merges") and perform tax parcel maintenance going forward.

The Department of Planning selected LiRo after issuing a request for proposals ("RFP"). Five firms responded to the RFP, and the Department selected LiRo's as the best. The County has worked with LiRo for many years and is satisfied with its previous work.

The agreement will be for an initial term of one year, with up to four renewal terms of one year each. The Department requests authority to hire LiRo for all five years (the initial term and the four renewal periods). The price to the County would be as follows, to be paid from County funds:

Initial Term	$61,941.00
First Renewal Term	$63,800.00
Second Renewal Term	$65,714.00
Third Renewal Term	$67,685.00
Fourth Renewal Term	$69,715.00
TOTAL	$328,855.00

The Board of Acquisition & Contract has accepted LiRo's proposal. If it is acceptable to you, I respectfully ask that you forward the same to the Board of Legislators for its consideration. Please feel free to call me if any additional information is required, and thank you for your continued support.

Sincerely,

James J. Genovese, II
Commissioner
Oneida County Department of Planning

RECEIVED
NOV 30 2023

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

Anthony J. Picente, Jr.
County Executive

Date 11-28-23

84

Department Planning

Competing Proposal_____
Only Respondent_____
Sole Source
RFP__X___
Other_____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: LiRo GIS, Inc.
Three Aerial Way
Syosset, New York

Title of Activity or Service: Professional Services

Proposed Dates of Operations: January 1, 2024 – December 31, 2024 (initial term)
January 1, 2025 – December 31, 2025 (first renewal)
January 1, 2026 – December 31, 2026 (second renewal)
January 1, 2027 – December 31, 2027 (third renewal)
January 1, 2028 – December 31, 2028 (fourth renewal)

Client Population/Number to be Served: Oneida County

SUMMARY STATEMENTS

1) **Narrative Description of Proposed Services**: The County currently maintains its tax parcel maps in the "ArcMap" software format, which is sunsetting soon and will replaced with the "ArcGIS Pro" software format. Pursuant to this agreement, LiRo GIS, Inc. ("LiRo") will migrate the County's tax parcels to the new format. Additionally, LiRo will resolve an existing backlog in tax parcel maintenance (such as "splits" and "merges") and perform tax parcel maintenance going forward.

2) **Program/Service Objectives and Outcomes:** To migrate the County's tax parcel maps to the new software format, to resolve a backlog in parcel maintenance requests, and to provide for continuous parcel maintenance on an ongoing basis.

3) **Program Design and Staffing Level**: N/A

Total Funding Requested: $328,855.00 **Account #:**

Oneida County Funding Recommendation: $328,855.00

Proposed Funding Source (Federal $/State $/County $):
County: $328,855.00

Cost Per Client Served: N/A

Past Performance Served: N/A

O.C. Department Staff Comments:

MINUTES
ONEIDA COUNTY BOARD OF ACQUISITION AND CONTRACT

DATE: November 1, 2023; 11:00 a.m.

LOCATION: Via-Teleconference

Roll Call:

County Executive: Present
Chairman of the Board: Present
Commissioner of Public Works: Present

Report of Officials:

Motion to accept all items on the November 1, 2023, Board of Acquisition and Contract Agenda: Mr. Baisley

Second By: Mr. Fiorini

1. Approval of a Change Order No.11, (Contract #167008) in the amount of $17,545.00, including an $83.00 credit for unused allowance balance, to Edgebrook Construction for work related to the MVCC Academic Classrooms Renovations, replacing the existing lobby door operator and actuators and the installation of a new countertop. The original contract amount is $998,240.00 and the new proposed contract amount to date is $1,129,269.00.
   Upon recommendation of Nicholas DiGennaro, P.E., CFM.
   H-MVC-072/ H2254201

   Ayes: 3 Nays: 0

2. Approval of Change Order #6- Final to J.W. Danforth Company (Contract #185047). Change order #6 establishes the following: Change in Contract Amount (Final): an $11,496.90 decrease in the Contract Amount, which reflects the unexpended funds of Contract C-6B HVAC Construction. This will reduce the contract amount from $7,753,908.65 to a final amount of $7,742,411.75. Final payment and release retainage is requested as all work for project is complete.
   Upon recommendation of Karl Schrantz, P.E.
   HG-570

   Ayes: 3 Nays: 0

3. Award Bid Reference #2255 for Electrical Supplies. On September 23, 2023, sealed bids were opened, and the following awards are recommended. An award to Cooper Friedman Electric Supply Co. Inc.-Cranbury, NJ is recommended. Pricing is to include all shipping and delivery charges. The term of this agreement begins on the date of award to December 31, 2024, with (4) one-year renewal options if mutually agreeable to both parties.
   Upon recommendation of Patrick Cassidy and Al Barbato.

   Ayes: 3 Nays: 0

4. Approval of Change Order No.16, (Contract #128702) in the amount of $85,652.00 to Murnane Building Contractors, Inc. for concrete topping at the COB parking lot entrance and areaway steel as part of the COB Plaza Deck Reconstruction Project. The original contract amount was $1,942,000.00 and the new proposed contract amount to date is $3,400,764.67.
   Upon recommendation of Nicholas DiGennaro, P.E., CFM.
   H-GEN-011/ H2050601

   Ayes: 2 Nays: 1

5. Acceptance of a Proposal in an amount not to exceed $328,855.00 from LiRO GIS, Inc. (Contract #185127) to migrate Oneida County's tax parcel map to their new ArcGIS Pro software format, resolve backlog in parcel maintenance requests, and provide continuous parcel maintenance in the future. The initial term begins on January 1, 2024 and ends on December 31, 2024 and there will be up to four (4) renewal terms at one year each.
   Upon recommendation of James Genovese and Al Barbato.

   Ayes: 3 Nays: 0

6. Acceptance of a Proposal from Delta Engineers, Architects, and Land Surveyors, D.P.C in the amount of $3,850.00 for the Oneida County Public Parking Facility Boundary Survey. Delta Engineers will provide survey services for the development of a revised boundary map related to the project. With acceptance of this proposal, it brings the total amount for the survey services related to the project to an amount of $8,425.00.
   Upon recommendation of Nicholas DiGennaro, P.E., CFM and Al Barbato.
   H-DPW-043/H2356199

   Ayes: 3 Nays: 0

7. Approval of an Agreement for professional consulting services between Troy & Banks, Inc (Contract #184993) and Oneida County. Troy & Banks, Inc. will conduct an audit or survey of Oneida County's telecommunications service accounts for the purpose of securing refunds, credits and reductions from overcharges or billing errors. The contract term begins upon execution and continues for a period of 12 months ending December 31, 2024. The cost of this contract is 100% funded by refunds, credits and cost reductions from the audit or survey at a rate of 20% of any monies earned. If Oneida County does not receive any refunds, credits or reductions in billing there will be no fee paid.
   Upon recommendation of Joseph Timpano and Al Barbato.

   Ayes: 3 Nays: 0

8. Approval of an Agreement for professional consulting services between Troy & Banks, Inc (Contract #184992) and Oneida County. Troy & Banks, Inc. will conduct an audit or survey of Oneida County's utility service accounts for the purpose of securing refunds, credits and reductions from overcharges or billing errors. The contract term begins upon execution and continues for a period of 12 months ending December 31, 2024. The cost of this contract is 100% funded by refunds, credits and cost reductions from the audit or survey at a rate of 20% of any monies earned. If Oneida County does not receive any refunds, credits or reductions in billing there will be no fee paid. Upon recommendation of Joseph Timpano and Al Barbato.

Ayes: 3 Nays: 0

9. Award Bid Reference No. 2231, COB 7th Floor Reconstruction-Asbestos Abatement. On October 25, 2023 sealed bids were opened and the following awards are recommended to the lowest bidders.

GENERAL CONSTRUCTION: .....CONTRACT NO. H2353802
Richard E. Alexander Co., Inc. ..... in the amount of $1,216,480.00 for the Base Bid.
..... and $264,000.00 for Alternate 1.
..... total contract award in the amount of $1,480,480.00.

PLUMBING CONSTRUCTION: .....CONTRACT NO. H2353804
H.J. Brandeles Corporation ..... in the amount of $160,000.00 for the Base Bid.

MECHANICAL CONSTRUCTION: ..... CONTRACT NO. H2353805
H.J. Brandeles Corporation ..... in the amount of $960,000.00 for the Base Bid.

ELECTRICAL CONSTRUCTION: ..... CONTRACT NO. H2353806
Northern Pioneer Contractors, Incorporated ..... in the amount of $948,000.00 for the Base Bid.
Upon recommendation of Nicholas DiGennaro, P.E., CFM and Al Barbato.
H-GEN-004

Ayes: 3 Nays: 0

10. Approval of an Agreement for professional and consulting services between Oneida County Department of Mental Health (OCDMH) and David Stang, PsyD (Contract #183960) for consultations to determine whether an individual charged with a crime lacks the capacity to understand proceedings or to assist in his/her defense. The term of the agreement begins on January 1, 2024 and ends on December 31, 2025. The cost is not to exceed $49,000.00 for the term of which 100% is State Aid Funding.
Upon recommendation of Ashlee Thompson.

Ayes: 3 Nays: 0

11. Approval of an agreement between Oneida County and Vertiv Corporation for $24,254.26 to provide a 24/7 service agreement and necessary upgrades for Liebert power backup units. Oneida County owns and operates Liebert power backup units that are valued at more than $100,000.00. These units serve/protect all computer and telecommunication equipment at multiple Oneida County locations, including both the County Office Building B1 telephone and server room, the Former Federal Reserve Building, and the Emergency Services call center. Oneida County must renew an annual service agreement for maintenance and repair of the Liebert units. This equipment is proprietary and must be serviced directly by the manufacturer or their designated representative. Vertiv has been deemed a Sole Source by the purchasing department. The proposed service term will begin on February 1, 2024, and end January 31, 2025.
    Upon recommendation of Patrick Cassidy and Al Barbato.
    A1620.4951

    Ayes: 3 Nays: 0

12. Approval of an Agreement for professional and consulting services between Oneida County Department of Mental Health (OCDMH) and Katherine Warden, PhD (Contract #183963) for consultations to determine whether an individual charged with a crime lacks the capacity to understand proceedings or to assist in his/her defense. Contract term is from January 1, 2024, until December 31, 2025. The cost is not to exceed $49,000 for the term of which 100% is State Aid Funding.
    Upon recommendation of Ashlee Thompson.

    Ayes: 3 Nays: 0

13. Approval of a correction to 10-18-2023 minutes, item number 1 scope of work is to provide construction and inspection services.

Motion to Adjourn: Mr. Baisley Second By: Mr. Fiorini

Submitted by: Matthew S. Baisley

Matthew S. Baisley, Secretary
Board of Acquisition and Contract

ONEIDA COUNTY
DEPARTMENT OF PUBLIC WORKS
George E. Carle Complex
5999 Judd Road, Oriskany, NY 13424
Phone: (315) 793-6200 Fax: (315) 768-6299

ANTHONY J. PICENTE, JR.
County Executive

MATTHEW S. BAISLEY
Commissioner

November 29, 2023

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

FN 20 23-374

PUBLIC WORKS

WAYS & MEANS

Re: New York State Department of Transportation
2023 Transportation Alternatives Program (TAP)

Dear County Executive Picente,

This letter is requesting that the Oneida County Board of Legislators pass a resolution allowing Oneida County to apply to the New York State Department of Transportation (NYSDOT), for a 2023 Transportation Alternatives Program (TAP) grant of up to $3,000,000 to extend the Philip A. Rayhill Memorial Recreational Trail within the Town of Whitestown, along various County roads. The grant awards projects between a minimum of $500,000.00 and a maximum of $5,000,000.00.

The 2023 TAP grant provides municipalities with financial assistance through reimbursement for the planning, management, design, and construction of on-road and off-road facilities for pedestrians, bicyclists, and non-motorized transportation users.

Oneida County intends to extend the Philip A. Rayhill Memorial Recreational Trail within the Town of Whitestown, along various County roads. The current trail and other Town-managed sidewalks are regularly used by many residents from around the County. The extension of this trail will provide safe connections to points of interest within the Town of Whitestown (e.g., Deputy Kurt B. Wyman Memorial Park, Whitestown Community Center & Ice Rink, Accelerate Sports Complex, Hart's Hill Elementary School, etc.).

The grant provides up to 80% of costs, requiring that 20% of funding come from the project sponsor. This match funding will be supplied by Oneida County. This department is reviewing other funding sources to help cover the cost of the 20% local share. The Town of Whitestown has expressed interest in this project and may also approve some funding to use towards the local share.

If you agree that Oneida County should apply for the grant, I respectfully ask that you forward the enclosed resolution to the Oneida County Board of Legislators for its consideration. The deadline to submit the application is January 9, 2024, so it is essential that the Board of Legislators take action on this matter at its December 20, 2023, meeting. Please feel free to call me if any additional information is required. Thank you for your continued support.

Sincerely,

Matthew S. Baisley

Matthew S. Baisley
Commissioner

RECEIVED
NOV 30 2023

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

Anthony J. Picente, Jr.
County Executive

Date 11-29-23

90

INTRODUCTORY NO.

F.N. 2023-___

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO.

INTRODUCED BY: _____, _____
2ND BY: Mr.

RE: AUTHORIZATION FOR ONEIDA COUNTY TO APPLY TO THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION, 2023 TRANSPORTATION ALTERNATIVES PROGRAM FOR A GRANT OF UP TO $3,000,000.00 TO EXTEND THE PHILIP A. RAYHILL MEMORIAL RECREATIONAL TRAIL WITHIN THE TOWN OF WHITESTOWN, ALONG VARIOUS COUNTY ROADS

WHEREAS, The New York State Department of Transportation (NYSDOT) has issued a notice of funding opportunity for the 2023 Transportation Alternatives Program Grant Program (TAP), and the County of Oneida wishes to apply for the grant funding for the construction of the extension of the Philip A. Rayhill Memorial Recreational Trail within the Town of Whitestown, along various County roads to increase and promote on-road and off-road facilities for pedestrians, bicyclists, and non-motorized transportation users, and

WHEREAS, In order to access the funding, Oneida County must submit a grant application and be awarded grant funds by the NYSDOT, and Oneida County seeks a grant totaling up to $3,000,000.00, and

WHEREAS, The TAP grant will provide Oneida County with financial assistance for the planning, management, design, and construction of on-road and off-road facilities for pedestrians, bicyclists, and non-motorized transportation users, with the goal of providing such users a network of safe corridors to reach local points of interest, and

WHEREAS, The TAP grant provides up to 80% of funding and requires that 20% of funding come from the project sponsor, and Oneida County will provide such local share, now, therefore, be it hereby

RESOLVED, That Oneida County Executive Anthony J. Picente, Jr. is authorized to sign applications to the NYSDOT for the TAP grant in an amount totaling up to $3,000,000.00, with 20% of qualifying project funding to be provided by the County or other non-federal sources, and is further authorized to act in connection with the applications to provide such additional information and execute such additional documents as may be required to request and implement said funds, and it is further

RESOLVED, That the County Executive is hereby authorized to execute all documents and certifications required as part of the submission of the applications and to execute such documents as may be required in order to implement the program and enter into agreements as are necessary to accept the award and distribute the funds.

APPROVED: Ways & Means Committee

DATED:

Adopted by the following vote:
AYES___NAYS___

Oneida County Department: Public Works

Competing Proposal ____ **Only Respondent** _____ **Sole Source RFP** ____ **Other** X

ONEIDA COUNTY BOARD OF LEGISLATORS

Name of Proposing Organization:	New York State Department of Transportation 207 Genesee Street Utica, NY 13501
Title of Activity of Service:	2023 Transportation Alternatives Program (TAP) Philip A. Rayhill Memorial Recreational Trail Extension
Proposed Dates of Operation:	Notice of Funding Opportunity - September 29, 2023 Application Deadline - January 9, 2024
Client Population/Number to be Served:	N/A

Summary Statements

1) Narrative Description of Proposed Services:

The 2023 TAP grant provides municipalities with financial assistance through reimbursement for the planning, management, design, and construction of on-road and off-road facilities for pedestrians, bicyclists, and non-motorized transportation users.

Oneida County intends to extend the Philip A. Rayhill Memorial Recreational Trail within the Town of Whitestown, along various County roads. The current trail and other Town-managed sidewalks are regularly used by many residents from around the County. The extension of this trail will provide safe connections to points of interest within the Town of Whitestown (e.g., Deputy Kurt B. Wyman Memorial Park, Whitestown Community Center & Ice Rink, Accelerate Sports Complex, Hart's Hill Elementary School, etc.).

Oneida County is seeking a grant of up to $3,000,000.00 to complete the project. The grant provides up to 80% of costs, requiring that 20% of funding come from the project sponsor. This match funding will be supplied by Oneida County. The Department will seek other funding sources to help cover this match cost.

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

3) Program Design and Staffing: N/A

4) Funding

Account #:	H-DPW-045
Total Funding Requested:	$3,000,000.00
Oneida County Dept. Funding Recommendation:	$3,000,000.00

Proposed Funding Sources	
Federal:	$0.00
State:	$2,400,000.00
County:	$600,000.00
Other:	0.00

Past Performance Data: N/A

O.C. Department Staff Comments: None

Anthony J. Picente Jr.
Oneida County Executive

Amanda L. Cortese-Kolasz
Commissioner of Personnel

ONEIDA COUNTY
DEPARTMENT OF PERSONNEL

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501-2986
Phone: (315) 798-5726 ♦ Fax: (315) 798-6490

October 18, 2023

FN 20 23-377
PUBLIC WORKS
WAYS & MEANS

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

Re: Creation of Various Titles in the Department of Water Quality and Water Pollution Control

Dear County Executive Picente:

Attached for your review and approval is correspondence from Commissioner of Water Quality and Water Pollution Control, Karl E. Schrantz, requesting addition of various titles as detailed therein and below to the Oneida County Classification Plan. Also attached are the job specifications for each of the titles that outline the responsibilities and duties for the positions.

Commissioner Schrantz has identified the need for these titles as upgrades and improvements have been completed at the County's wastewater facilities. Addition of these titles to the Oneida County Classification Plan will provide versatility for Commissioner Schrantz to recruit and retain diverse talent and skill to in operation of the facilities. These titles will also provide some promotion opportunities that do not currently exist.

I recommend that the salary for the title Wastewater Treatment Plant Maintenance Foreman be set at Grade 26B, Step 6, starting at $51,050; the salary for the title Senior Engineer (Wastewater) be set at Grade 38B, Step 6, starting at $75,736; the salary for the title Engineer (Wastewater) be set at Grade 32B, Step 6, starting at $61,876; the salary for the title Senior Engineering Technician (Wastewater) be set at Grade 33B, Step 6, starting at $63,924; the salary for the title Engineering Technician (Wastewater) be set at Grade 27B, Step 6, starting at $52,949; the salary for the title Sewer Maintenance and Equipment Worker be set at Grade 19B, Step 6, starting at $39,808.

If you concur, please forward this request to the Board of Legislators and ask that they set the salary for the title Wastewater Treatment Plant Maintenance Foreman be set at Grade 26B, Step 6, starting at $51,050; the salary for the title Senior Engineer (Wastewater) be set at Grade 38B, Step 6, starting at $75,736; the salary for the title Engineer (Wastewater) be set at Grade32B, Step 6, starting at $61,876; the salary for the title Senior Engineering Technician (Wastewater)

be set at Grade 33B, Step 6, starting at $63,924; the salary for the title Engineering Technician (Wastewater) be set at Grade 27B, Step 6, starting at $52,949; the salary for the title Sewer Maintenance and Equipment Worker be set at Grade 19B, Step 6, starting at $39,808. at their December meeting. As always, I am available to address any questions or concerns either you or the Board may have regarding this matter.

Respectfully submitted,

Amanda L. Cortese-Kolasz

Enclosures

cc: Karl E. Schrantz, Commissioner of Public Works
County Attorney

RECEIVED
NOV 14 2023

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

Anthony J. Picente, Jr.
County Executive

Date 11-3-23

ONEIDA COUNTY DEPARTMENT OF
WATER QUALITY & WATER POLLUTION CONTROL
51 Leland Ave, PO Box 442, Utica, NY 13503-0442
(315) 798-5656 wpc@ocgov.net FAX 724-9812

Anthony J. Picente, Jr.
County Executive

Karl E. Schrantz, P.E.
Commissioner

September 26, 2023

Amanda Cortese-Kolasz
Commissioner of Personnel
Oneida County Department of Personnel
800 Park Avenue
Utica, NY 13501

RE: Request for Additional Titles to be Added to the Classification Plan

Dear Commissioner Cortese-Kolasz:

The upgrades and improvements completed at the Oneida County wastewater facilities have identified the need for six (6) new position classifications:

Wastewater Treatment Plant Maintenance Foreman: This is a proposed new mid-level supervisory title to assist with the planning, assigning, supervising, and participation in the work of the Department's maintenance crews. This will be a working foreman position reporting directly to the Wastewater Maintenance Superintendent. The recommended salary for this proposed title is Grade 26B. I am not requesting the establishment of a budgeted position for this title at this time, but I would like to have the title established in the promotional series.

Senior Engineer (Wastewater): This is a proposed new senior level title that will provide technical engineering and administrative support pertaining to the Oneida County Sewer District wastewater treatment and conveyance systems. A candidate for this title is expected to have upwards of 6-8 years of relevant experience in engineering, environmental science, and/or construction management with emphasis on wastewater collection and treatment with two years of supervisory experience. The individual in the title will report directly to the Commissioner of Water Quality and Water Pollution Control. The recommended salary for this proposed title is Grade 38B. I am not requesting the establishment of a budgeted position for this title at this time, but I would like to have the title established in the promotional series.

Engineer (Wastewater): This is a proposed new entry level title that will provide technical engineering support to the Oneida County Sewer District wastewater treatment and conveyance systems. A candidate is expected to have 1-3 years of combined relevant educational internship and work experience involving design and construction projects with emphasis on wastewater collection and treatment. The individual in this title will perform work under the direction of the Senior Engineer or designee. The recommended salary for this proposed title is Grade 32B. I am not requesting the establishment of a budgeted position for this title at this time, but I would like to have the title established in the promotional series.

Senior Engineering Technician (Wastewater): This is a proposed new senior level technical title that will perform subprofessional assignments including supervising engineering support services, field work, use of surveying instruments, preparation of engineering drawings and sketches, and other related work pertaining to wastewater treatment and conveyance systems. The individual in this title will work under the direction of the Senior Engineer or designee. A candidate will have five (5) or more years of progressive experience with emphasis on public works, utility, and/or water/wastewater systems. The recommended salary for this proposed title is Grade 33B. I am not requesting the establishment of a budgeted position for this title at this time, but I would like to have the title established in the promotional series.

Engineering Technician (Wastewater): This is a proposed new entry level technical title that will perform general engineering support, field work, and other related technical support duties pertaining to the Oneida County Sewer District wastewater treatment and conveyance systems. The individual in this title will perform work under the direction of the Senior Engineer or designee. The recommended salary for this proposed title is Grade 27B. I am not requesting the establishment of a budgeted position for this title at this time, but I would like to have the title

established in the promotional series.

Sewer Maintenance and Equipment Worker: This is a proposed new entry level title that will perform a variety of preventative maintenance and repair activities pertaining to the Water Pollution Control Plant, pumping stations, and Interceptor Sewers. The individual in this title will perform work under the direction of the Sewer Maintenance and Equipment Supervisor or designee. The recommended salary for this proposed title is Grade 19B. I am not requesting the establishment of a budgeted position for this title at this time, but I would like to have the title established in the promotional series.

Should these proposed titles be adopted, they will be available within the Oneida County Job Specification library as the need arises.

Please feel free to contact me if you have any questions.

Sincerely,

Karl E. Schrantz

Karl E. Schrantz, PE
Commissioner

Enclosures: Proposed job specifications
- Engineering Technician (Wastewater)
- Senior Engineering Technician (Wastewater)
- Engineer (Wastewater)
- Senior Engineer (Wastewater)
- Wastewater Treatment Plant Maintenance Foreman

Jurisdictional Class: Competitive
EEO Category: Professionals
Adopted: XX/XX/2023

WASTEWATER TREATMENT PLANT MAINTENANCE FOREMAN

DISTINGUISHING FEATURES OF THE CLASS: This is a supervisory position involving responsibility for planning, assigning, supervising, and participating in the work of crews of subordinate employees engaged in wastewater treatment plant mechanical maintenance and repair work inclusive of process piping and related appurtenance. Employees in this class schedule and assign staff, plan, and lay out work, provide instructions, track maintenance crews' activities using a computer maintenance management system, and inspect work. Direct supervision is exercised over subordinate employees. Employees of this class report to the Wastewater Treatment Plant Maintenance Superintendent, or designee. The nature of the work may require employees in the class to operate motor vehicles and power-driven equipment. The incumbent does related work as required.

TYPICAL WORK ACTIVITIES: (Illustrative Only)

Supervises and plans the work for subordinate maintenance crews;
Repairs, maintains, and installs wastewater treatment plant mechanical equipment, process piping, and related appurtenances by using a variety of tools and equipment;
Determines material and labor requirements and may requisition needed materials and supplies;
Prepares, as needed, diagrams or technical directions concerning work to be performed;
Assigns staff to projects and provides instructions or plans and interprets same when needed;
Inspects work in progress and upon completion to ensure quality and efficiency of work;
Fulfills reporting requirements relating to schedules, project status, assigned staff, and materials used to use a computerized maintenance management program;
Provides on the job training to subordinate employees;
May evaluate work performance of subordinate employees.

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS: Good knowledge of safety practices, methods, materials, tools, and equipment used in installation, maintenance, and repair activities in wastewater treatment plant and related processing equipment maintenance; Good knowledge of practices, techniques, and mechanical theory associated with wastewater treatment plant mechanical maintenance; Good knowledge of use and repair of pneumatic equipment; Skill in the use of a variety of hand and powered tools and mechanized equipment; Ability to supervise others in a manner conducive to full performance and high morale; Ability to plan and lay out mechanical maintenance work; Ability to read and interpret plans, diagrams, and specifications; Ability to respond to after-hours emergency repairs at the various department facilities; Ability to instruct subordinate maintenance personnel using demonstration and lecture methods; Ability to determine labor and material requirements for maintenance and repair or replacement of mechanical equipment including submittal of budget items with justifications as required; Ability to communicate effectively both orally and in writing; Ability to perform moderate to heavy labor; Ability to use personal computer with an alpha-numeric keyboard.

Continued...

MINIMUM QUALIFICATIONS: Graduation from high school or procession of a high school equivalency diploma **AND** six (6) years of work experience as a facility mechanic in an industrial or municipal setting or equivalent, with a focus on plumbing, steam fitting, and/or water or wastewater equipment maintenance which must have included laying out of work and diagnosis of malfunctions.

SPECIAL REQUIREMENT: Possession of a valid New York State driver's license at time of appointment. License must remain valid throughout appointment.

NOTES:

1. Graduation with an Associate degree from a regionally accredited college or university or one accredited by the New York State Board of Regents to grant degrees, or its equivalent in technical or apprentice training, in mechanical technology or engineering or technical curriculum which relates to mechanical system maintenance, may substitute for a maximum of two (2) years of work experience.
2. Degree(s) must have been awarded by a college or university accredited by a regional, national, or specialized agency recognized as an accrediting agency by the U.S. Department of Education/U.S. Secretary of Education. If the degree was awarded by an educational institution outside the United States and its territories, the candidate must provide independent verification of equivalency. A list of acceptable companies who provide this service can be found on the Internet at http://www.cs.ny.gov/jobseeker/degrees.cfm. Candidates will be required to pay the evaluation fee.

Adopted: XX/XX/2023

Jurisdictional Class: Competitive
EEO Category: Professionals
Adopted: XX/XX/2023

SENIOR ENGINEER (WASTEWATER)

DISTINGUISHING FEATURES OF THE CLASS: Responsible for technical engineering and administrative duties pertaining to the Oneida County Sewer District wastewater treatment and conveyance systems. The Work is performed under the direction of the Commissioner of Water Quality and Water Pollution Control or designee. Supervision is exercised over subordinate employees. Direct supervision may be exercised over various staff temporarily assigned to assist with engineering design and inspections. The incumbent performs related work as required.

TYPICAL WORK ACTIVITIES: (Illustrative Only)

Assists in the department's Capital Improvement Plan (CIP) development and implementation;
Assists with the management of technical, administrative and financial aspects of assigned wastewater infrastructure projects;
Manages consultants, engineers, architects, and contractors involving wastewater planning, design, and construction projects;
Performs complex engineering calculations and prepares detailed design drawings in support of sanitary sewer conveyance system and wastewater treatment plant improvements projects;
Negotiates with local, state and federal regulatory authorities and establishes protocols in compliance with regulatory requirements, including modification of regulatory permits;
Performs the review of commercial and residential development proposals with respect to impacts on the County-owned wastewater infrastructure;
Research and preparation of funding applications;
Leads the development and management of standards and specifications, procedures, and protocols concerning technical/engineering/operational items concerning Oneida County Sewer District operations and regulations;
Reviews the conveyance and wastewater treatment systems for operational efficiency and prepares recommendations as required;
Performs field investigations and inspections as necessary;
Develops specifications for procurement of goods and services including preparation of bid documents, negotiations with bidders and recommendation of bid awards;
Utilizes the department's Geographic Information System (GIS);
Utilizes the departments Computerized Maintenance Management Systems (CMMS) for the sewer collection system and the facility assets;
Manages utility infrastructure mark-outs in support of NYS Code Rule 753 – Protection of Underground Facilities (UDig-NY);
Maintains technical materials and assists with technical research and guidelines on current issues;
Responds to emergencies during and after normal work hours;
Proficiency in AutoCAD and GIS is desired.

Continued...

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS: Thorough knowledge of engineering relating to the design, operation and maintenance of sanitary sewer collection system and wastewater treatment plant physical, biological and chemical processes; Thorough knowledge of methods, equipment and terminology used in wastewater collection and treatment; Thorough knowledge of construction specifications, plans, codes, rules and regulations; Ability to supervise, direct and inspect work on projects; Ability to make involved engineering computations, prepare engineering records and technical reports; Ability to manage multiple projects; Mechanical aptitude; Strong organizational, interpersonal and management skills; Ability to meet deadlines and lead effectively under pressure in emergencies; Good judgment; Reliability; Proficiency utilizing computer hardware and software systems associated with conveyance and wastewater treatment.

MINIMUM QUALIFICATIONS: Either:

(A) Possession of Bachelor of Science degree in Civil, Mechanical, Sanitary, or Environmental Engineering, Environmental Science, Construction Management, or closely related field **AND** six (6) years of relevant work experience involving planning, design, and construction projects with emphasis on wastewater collection and treatment including two (2) years of supervisory experience; **OR**

(B) Possession of Associate degree in Civil, Mechanical, Sanitary, or Environmental Engineering Technology, Environmental Science, Construction Management, or closely related field **AND** eight (8) years of relevant work experience involving design, and construction projects with emphasis on wastewater collection and treatment including two (2) years of supervisory experience.

SPECIAL REQUIREMENT: Possession of a valid New York State driver's license at time of appointment. License must remain valid throughout appointment.

NOTES:

1. Degree(s) must have been awarded by a college or university accredited by a regional, national, or specialized agency recognized as an accrediting agency by the U.S. Department of Education/U.S. Secretary of Education. If the degree was awarded by an educational institution outside the United States and its territories, the candidate must provide independent verification of equivalency. A list of acceptable companies who provide this service can be found on the Internet at http://www.cs.ny.gov/jobseeker/degrees.cfm. Candidates will be required to pay the evaluation fee.
2. Verifiable part-time experience will be pro-rated toward meeting full-time experience requirements.
3. Though not required, preference will be given to applicants who also hold one or more of the following: Registered as a Professional Engineer in New York State and/or possession of New York State Grade 3A Wastewater Treatment Plant Operator certification.

Adopted: XX/XX/2023

Jurisdictional Class: Competitive
EEO Category: Professionals
Adopted: XX/XX/2023

ENGINEER (WASTEWATER)

DISTINGUISHING FEATURES OF THE CLASS: Responsible for technical engineering duties for the engineering aspects pertaining to the Oneida County Sewer District wastewater treatment and conveyance systems. Work is generally performed under the direction of the Senior Engineer or designee. The incumbent performs related work as required.

TYPICAL WORK ACTIVITIES: (Illustrative Only)

Assists with the department's Capital Improvement Plan (CIP) development and implementation;
Assists with the management of consultants, engineers, architects, and contractors involving wastewater planning, design, and construction projects;
Performs engineering calculations and prepares design sketches in support of sanitary sewer conveyance system and wastewater treatment plant improvements projects;
Provides technical support to senior staff regarding regulatory compliance and permitting items;
Assists with the review of commercial and residential development proposals with respect to impacts on the County-owned wastewater infrastructure;
Assists senior staff with the research and preparation of funding applications;
Assists in the development of standards and specifications, procedures, and protocols concerning technical/engineering/operational items that impact the department;
Assists in the reviews the conveyance and wastewater treatment systems for operational efficiency and preparation of recommendations as required;
Develops specifications for procurement of goods and services including preparation of bid documents, negotiations with bidders and recommendation of bid awards;
Utilizes the department's Geographic Information System (GIS);
Utilizes the departments Computerized Maintenance Management Systems (CMMS) for the sewer collection system and the facility assets;
Performs field investigations and inspections;
Assists with maintaining the spare parts inventory;
Assists with utility infrastructure mark-outs in support of NYS Code Rule 753 – Protection of Underground Facilities (UDig-NY);
Maintains technical materials and assists with technical research and guidelines on current issues;
Proficiency in AutoCAD is desired.

Continued...

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS: Conceptual knowledge of engineering relating to the design, operation and maintenance of sanitary sewer collection system and wastewater treatment plants; Knowledge of methods, equipment and terminology used in wastewater collection and treatment; Ability to interpret construction drawings and specifications; Ability to perform rudimentary engineering computations, prepare engineering records and technical reports; Ability to manage multiple projects; Strong organizational, interpersonal and management skills; Ability to meet deadlines and lead effectively under pressure in emergencies; Good judgment; Good verbal and written communication skills; Reliability; Proficiency utilizing computer hardware and software systems.

MINIMUM QUALIFICATIONS: Either:

(A) Possession of Bachelor of Science degree in Civil, Mechanical, Sanitary, or Environmental Engineering, Environmental Science, Construction Management, or closely related field **AND** a combination of one (1) year of relevant educational internship(s) and/or work experience involving design and construction projects with a preferred emphasis on wastewater collection and treatment; **OR**

(B) Possession of Associate's degree in Civil, Mechanical, Sanitary, or Environmental Engineering Technology, Environmental Science, Construction Management, or closely related field **AND** three (3) years of relevant work experience involving design and construction projects with emphasis on wastewater collection and treatment.

SPECIAL REQUIREMENT: Possession of a valid New York State driver's license at time of appointment. License must remain valid throughout appointment.

NOTE: Degree(s) must have been awarded by a college or university accredited by a regional, national, or specialized agency recognized as an accrediting agency by the U.S. Department of Education/U.S. Secretary of Education. If the degree was awarded by an educational institution outside the United States and its territories, the candidate must provide independent verification of equivalency. A list of acceptable companies who provide this service can be found on the Internet at http://www.cs.ny.gov/jobseeker/degrees.cfm. Candidates will be required to pay the evaluation fee.

Adopted: XX/XX/2023

Jurisdictional Class: Competitive
EEO Category: Technicians
Adopted: XX/XX/2023

SENIOR ENGINEERING TECHNICIAN (WASTEWATER)

DISTINGUISHING FEATURES OF THE CLASS: Responsible for more complex subprofessional assignments including supervising engineering support services, field work, and other related technical duties pertaining to the Oneida County Sewer District wastewater treatment and conveyance systems. Assignments are received orally or in writing and are general in nature. Supervision may be exercised over subordinate staff or staff temporarily assigned to assist with engineering support services. Work is generally performed under the direction of the Senior Engineer or designee. The incumbent performs related work as required.

TYPICAL WORK ACTIVITIES: (Illustrative Only)
Assists engineering and technical staff as needed;
Prepares engineering drawings;
Supervises field work;
Takes notes and measurements;
Makes sketches as required;
Makes and checks engineering drawings on minor projects;
Assists engineering and/or technical staff by inspecting portions of construction projects;
Utilizes the department's Geographic Information System (GIS);
Utilizes the departments Computerized Maintenance Management Systems (CMMS) for the sewer collection system and the facility assets;
Performs field investigations and inspections;
Assists with utility infrastructure mark-outs in support of NYS Code Rule 753 – Protection of Underground Facilities (UDig-NY)
Proficiency in AutoCad.

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS: Thorough knowledge of mathematics and its applications and the ability to perform surveying and engineering computations; Thorough knowledge of the principles, practices, and instruments used in the preparation of engineering drawings; Thorough knowledge of construction specifications and their application to public works construction; Skilled in the use of engineering instruments and equipment; Strong aptitude in performing complex technical computations and estimates; Sufficient physical stamina to work outdoors occasionally under adverse weather conditions; Physical condition commensurate with the demands of the work; Good judgment; Good verbal and written communication skills; Reliability; Proficiency utilizing computer hardware and software systems.

MINIMUM QUALIFICATIONS: Possession of Associate Degree in engineering science, engineering or architectural technology, or surveying technology **AND** five (5) years progressive experience as an engineering technician with emphasis on public works, utility, and/or water/wastewater.

Continued...

SPECIAL REQUIREMENT: Possession of a valid New York State driver's license at time of appointment. License must remain valid throughout appointment.

NOTE: Degree(s) must have been awarded by a college or university accredited by a regional, national, or specialized agency recognized as an accrediting agency by the U.S. Department of Education/U.S. Secretary of Education. If the degree was awarded by an educational institution outside the United States and its territories, the candidate must provide independent verification of equivalency. A list of acceptable companies who provide this service can be found on the Internet at http://www.cs.ny.gov/jobseeker/degrees.cfm. Candidates will be required to pay the evaluation fee.

Adopted: XX/XX/2023

Jurisdictional Class: Competitive
EEO Category: Technicians
Adopted: XX/XX/2023

ENGINEERING TECHNICIAN (WASTEWATER)

DISTINGUISHING FEATURES OF THE CLASS: Responsible for subprofessional assignments including general engineering support, field work, and other related technical duties pertaining to the Oneida County Sewer District wastewater treatment and conveyance systems. Work is generally performed under the direction of the Senior Engineer or designee. The incumbent performs related work as required.

TYPICAL WORK ACTIVITIES: (Illustrative Only)
Assists engineering and technical staff as needed;
Prepares engineering drawings;
Performs field work including measurements, taking notes, and making sketches;
Assists engineering and/or technical staff by inspecting portions of construction projects;
Utilizes the department's Geographic Information System (GIS);
Utilizes the departments Computerized Maintenance Management Systems (CMMS) for the sewer collection system and the facility assets;
Performs field investigations and inspections;
Assists with utility infrastructure mark-outs in support of NYS Code Rule 753 – Protection of Underground Facilities (UDig-NY);
Proficiency in AutoCAD.

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS: Good knowledge of mathematics and its applications and the ability to perform rudimentary technical computations and estimates; Knowledge of the principles, practices, and instruments used in the preparation of engineering drawings; Ability to interpret construction drawings and specifications; Skill in the use of engineering instruments and equipment; Sufficient physical stamina to work outdoors occasionally under adverse weather conditions; Physical condition commensurate with the demands of the work; Good judgment; Good verbal and written communication skills; Reliability; Proficiency utilizing computer hardware and software systems.

MINIMUM QUALIFICATIONS: Either:

(A) Possession of Associate Degree in engineering science, engineering or architectural technology, or surveying technology; **OR**

(B) Graduation from high school or vocational school (i.e.: BOCES) or possession of a high school equivalency diploma with certificate of completion of course work in AutoCAD **AND** three (3) years relevant experience.

SPECIAL REQUIREMENT: Possession of a valid New York State driver's license at time of appointment. License must remain valid throughout appointment.

Continued...

NOTE: Degree(s) must have been awarded by a college or university accredited by a regional, national, or specialized agency recognized as an accrediting agency by the U.S. Department of Education/U.S. Secretary of Education. If the degree was awarded by an educational institution outside the United States and its territories, the candidate must provide independent verification of equivalency. A list of acceptable companies who provide this service can be found on the Internet at http://www.cs.ny.gov/jobseeker/degrees.cfm. Candidates will be required to pay the evaluation fee.

Adopted: XX/XX/2023

Jurisdictional Class: Competitive
EEO Category: Service/Maintenance
Adopted:

SEWER MAINTENANCE AND EQUIPMENT WORKER

DISTINGUISHING FEATURES OF THE CLASS: This is manual work involving the performance of a variety of preventative maintenance and repair activities pertaining to a municipal sanitary sewage collection system and sewage treatment plant. May be required to assist with making minor repairs to equipment and ordinary servicing. Requires skill in the operation of light-duty equipment. The work is performed under the direct supervision of a higher level supervisor, with leeway allowed for the exercise of independent judgment in carrying out the technical details of the job. Supervision over the work of others is not a responsibility of employees in this class. The incumbent works under the general supervision of the Sewer Maintenance and Equipment Supervisor or designee. The incumbent performs related work as required.

TYPICAL WORK ACTIVITIES: (Illustrative Only)
Operates heavy mechanical equipment including backhoes, skid steers, and wheel loaders, ;
Ability to utilized a pickup truck to haul a utility trailer.
Mows lawns and plows snow as the season demands;
May perform minor custodial duties;
Responds at all times to emergency repair calls;
Raises or lowers manholes and resets frames/covers as required;
Cleans, repairs, and maintains storm and sanitary sewers;
Builds and repairs manholes and catch basins;
Assists with the removal of obstructions from sewers with sewer rods or flush truck;
Opens laterals in emergencies;
Participates in excavation and back-fill activities in connection with above work;
Assists operations and maintenance departments as required and when directed;
May operate a truck in connection with above work;
Operate off-road Utility Terrain Vehicles, chain saws, pole saws, and related equipment to maintain sanitary sewer rights-of-way;

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS: Good knowledge of the common practices, principles, terminology and safety precautions used in the maintenance and extension of a municipal sewage collection system; good knowledge of the use of tools and equipment required in the construction and repair of for maintaining a municipal sewage system; ability to perform heavy manual labor for extended periods, occasionally under adverse weather conditions; willingness to report for emergencies; ability to operate a variety of motor equipment; ability to understand and carry out oral and written instructions; dependability.

MINIMUM QUALIFICATIONS: Graduation from a high school or possession of a high school equivalency diploma; **AND** One (1) year of experience in the performance of heavy manual labor and utilization of tools and operation of mechanical and automotive equipment in the performance of that work.

continued...

SPECIAL REQUIREMENT:

1. Possession of a valid New York State driver's license at the time of appointment. License must remain valid throughout appointment.

NOTE: Verifiable part-time experience as described above will be pro-rated toward meeting full-time experience requirements.

Adopted:

Anthony J. Picente Jr.
Oneida County Executive

Amanda L. Cortese-Kolasz
Commissioner of Personnel

ONEIDA COUNTY
DEPARTMENT OF PERSONNEL

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501-2986
Phone: (315) 798-5726 ♦ Fax: (315) 798-6490

October 18, 2023

FN 20 23-378

PUBLIC WORKS

WAYS & MEANS

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

Re: Creation of Title Fleet Maintenance Supervisor

Dear County Executive Picente:

Attached for your review and approval is correspondence from Commissioner of Public Works, Matthew S. Baisley, requesting addition of the title Fleet Maintenance Supervisor to the Oneida County Classification Plan. Also attached is the job specification for the title that outlines the responsibilities and duties for the position.

Commissioner Baisley has expressed a need for this title as the Department's current fleet maintenance leadership structure reports to the Highway Maintenance Supervisor due to the Department originally only maintaining the Department's used vehicles and equipment. The Department's Fleet maintenance now manages all vehicles and equipment used by the Department, as well as those used by the Department of Family and Community Services, the Department of Emergency Services, the Office of the Sherriff, the Office of the District Attorney and others. This position will report directly to the Deputy Commissioner of Public Works – Highways, Bridges and Structures, and will be responsible for all facets related to management of County vehicles and equipment, including budgeting, planning, replacement procurement and maintenance activities.

I recommend that the salary for the title Fleet Maintenance Supervisor be set at Grade 38M, Step 4, starting at $68,243. I am not requesting that any additional positions be created at this time. The Department plans to reclassify an existing position to this title once it is added to the Classification Plan.

If you concur, please forward this request to the Board of Legislators and ask that they set the salary for the title Fleet Maintenance Supervisor at Grade 38M, Step 4, starting at $68,243 at their

December meeting. As always, I am available to address any questions or concerns either you or the Board may have regarding this matter.

Respectfully submitted,

Amanda L. Cortese-Kolasz

Enclosure

cc: Matthew S. Baisley, Commissioner of Public Works
County Attorney

RECEIVED
NOV 14 2023

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

Anthony J. Picente, Jr.
County Executive

Date 11-3-23

110

ONEIDA COUNTY
DEPARTMENT OF PUBLIC WORKS
George E. Carle Complex
5999 Judd Road, Oriskany, NY 13424
Phone: (315) 793-6213 Fax: (315) 768-6299

ANTHONY J. PICENTE, JR.
County Executive

MATTHEW S. BAISLEY
Commissioner

September 13, 2023

Amanda Cortese-Kolasz
Commissioner
Oneida County Department of Personnel
800 Park Avenue
Utica, New York 13501

Dear Commissioner Cortese-Kolasz,

After reviewing the Department of Public Works personnel, I am respectfully requesting your consideration for the creation of the title "Fleet Maintenance Supervisor" Department of Public Works (DPW), Division of Highways, Bridges, and Structures. The DPW fleet maintenance leadership structure currently reports to the Highway Maintenance Supervisor due to DPW originally only maintaining DPW used vehicles and equipment. The DPW Fleet maintenance now manages all vehicles and equipment used by DPW, the Department of Family and Community Services, the Department of Emergency Services, the Office of the Sherriff, the Office of the District Attorney and others.

This position will be reporting to the Deputy Commissioner of DPW (Highways, Bridges, and Structures) and will be responsible for all facets related to management of DPW maintained vehicles and equipment, including budgeting, planning, replacement (procurement) and maintenance activities.

I am grateful for the opportunity to work with you to assess other strategies that will enable me to build a strong administrative team. Upgrading these positions is part of that overall plan. I am available to discuss this request at your convenience. I would be most appreciative if you would consider my request.

Sincerely,

Matthew S. Baisley
Commissioner

Civil Division: Oneida County Government
Jurisdictional Class: Competitive
EEO Category: Technicians
Revised: Requested

FLEET MAINTENANCE SUPERVISOR

DISTINGUISHING FEATURES OF THE CLASS: The work involves responsibility for directing the maintenance and replacement activities of all County DPW maintained fleet, vehicles and equipment and providing technical direction and field supervision to all maintenance activities. A major responsibility is for the coordination of maintenance activities in widely separated geographic areas, and act as a liaison for County departments. Supervision is exercised over a large number of employees through subordinate supervisors, and work is reviewed through observation or through oral and written reports. The work is performed under the general supervision of the Deputy Commissioner of Highways and Bridges. The incumbent performs related work as required.

TYPICAL WORK ACTIVITIES: (Illustrative Only)

Coordinates and supervises the activities of County DPW automotive and heavy equipment mechanics and the use of materials and equipment in the maintenance of the County's vehicles and equipment;

Determines and schedules maintenance needs for various highway equipment and vehicles;

Coordinates the use and distribution of vehicles and equipment between the various County Highway garages and other departments;

Oversees payroll and time banks for all mechanics and garage employees;

Oversees and participates in long range planning of vehicle and equipment purchases;

Oversees and coordinates specialized heavy equipment purchases;

Administers garage safety programs;

Reports to and confers with the Deputy Commissioner of Highways and Bridges regarding all;

- Heavy Equipment and vehicle inspections,
- Scrap metal and resource recovery operations,
- DPW items for sale by Oneida County on E-bay and Auctions International,
- Large tool purchases and new technology related to maintenance of the County fleet.

Operates various types of road construction and maintenance equipment as needed.

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS: Thorough knowledge of modern road equipment maintenance methods and procedures; thorough knowledge of equipment, materials, tools, terminology and safety precautions used in equipment maintenance, snow removal, and ice control; ability to read and understand schematics, warrantees, bid documents, and related road equipment paperwork; ability to solve operating problems as they occur in the field; ability to plan, organize and supervise the work of others; ability to secure the cooperation of others; ability to understand and carry out complex oral and written directions; ability to prepare and maintain activity costs and progress records and reports.

continued...

MINIMUM QUALIFICATIONS: Either:

(A) Graduation from a regionally accredited or New York State registered two-year college with an associate degree in automotive repair or automotive technology or a closely related field, **AND** Four (4) years of experience as a skilled automotive mechanic, which shall have involved repair and maintenance of heavy automotive equipment; two years of which shall have been in a supervisory capacity; **OR**

(B) Graduation from high school or possession of a high school equivalency diploma **AND** six (6) years of experience as a skilled automotive mechanic, which shall have involved repair and maintenance of heavy automotive equipment; two years of which shall have been in a supervisory capacity.

SPECIAL REQUIREMENT: Possession of a valid Class B or greater, CDL, with airbrake endorsement at time of appointment and duration of appointment; AND possession of a valid NYS Heavy Motor Vehicle Inspection License at time of appointment and duration of appointment.

Adopted: XX/XX/XXXX
Revised:

ONEIDA COUNTY
DEPARTMENT OF PUBLIC WORKS
George E. Carle Complex
5999 Judd Road, Oriskany, NY 13424
Phone: (315) 793-6200 Fax: (315) 768-6299

ANTHONY J. PICENTE JR.
County Executive

MATTHEW S. BAISLEY
Commissioner

October 27, 2023

FN 20 23-379

PUBLIC WORKS

WAYS & MEANS

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

Dear County Executive Picente,

A grant agreement was completed between Oneida County and New York State Empire State Development to support the construction of the new public parking garage in downtown Utica. Oneida County was awarded a grant in the amount of $10,000,000 towards the parking garage project.

The original grant disbursement agreement has been amended to modify the total eligible project cost required for disbursement by removing the $21 million scope of work for site infrastructure performed by Mohawk Valley Health System (MVHS). While the overall total budget is being reduced, the scope remains the same and all the work is being performed by MVHS but will not be audited/reviewed by ESD.

Please consider the enclosed grant agreement amendment for the aforementioned project. If it meets with your satisfaction, please forward to the Board of Legislators for consideration and approval at their next meeting

Thank you for your continued support.

Sincerely,

Matthew S. Baisley

Matthew S. Baisley
Commissioner

Enclosures

RECEIVED
NOV 14 2023

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

Anthony J. Picente, Jr.
County Executive

Date 11-3-23

Oneida Co. Department: Public Works

Competing Proposal	
Only Respondent	
Sole Source RFP	
Other	X

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor: Empire State Development
633 Third Avenue
New York, NY 10017

Title of Activity or Service: Grant Agreement

Proposed Dates of Operation: May 19, 2022 – December 31, 2032

Client Population/Number to be Served: Oneida County Residents

Mandated or non-mandated: Non-Mandated

Summary Statements

1) **Narrative Description of Proposed Services:** The agreement concerns an amendment to a grant disbursement agreement (GDA) from Empire State Development (ESD) for the hospital garage project. Under the original GDA, ESD agreed to give the County $10,000,000 toward the project but would hold the final 10% of the grant until it received evidence that $71,000,000 had been spent on the project.

   This amendment would reduce that threshold from $71,000,000 to $50,000,000. This reflects the fact that $21,000,000 of the scope of work for the project will be for infrastructure work performed by Mohawk Valley Health System. The total grant remains the same, all that is changing is that the County needs to document significantly less spending in order to receive final payment.

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

3) **Program Design and Staffing: N/A**

Total Funding Requested: $10,000,000.00 **Account # H-566**

Oneida County Dept. Funding Recommendation: $10,000,000.00

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

Cost Per Client Served: N/A

Past Performance Data: None

O.C. Department Staff Comments: None

ONEIDA COUNTY DEPARTMENT OF LAW

Oneida County Office Building
800 Park Avenue ♦ Utica, New York 13501-2975
(315) 798-5910 ♦ fax: (315) 798-5603
www.ocgov.net

ANTHONY J. PICENTE, JR.
COUNTY EXECUTIVE

PETER M. RAYHILL
COUNTY ATTORNEY

November 30, 2023

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

FN 20 23 380
PUBLIC WORKS
WAYS & MEANS

Dear Mr. Picente,

In 2018, the County leased property at 121 Second Street in Oriskany to the Cornell Cooperative Extension Association of Oneida County. The lease was originally for a term of five years—to end in 2022—but the parties extended it for an additional five-year term, from 2023 through 2027.

The County, in partnership with Cornell Cooperative Extension, is engaged in a project to expand the facilities at the property and upgrade its mechanical and electrical systems, in part to accommodate recent growth of Cornell Cooperative Extension and its programs (the "Expansion Project").

On November 29, 2023, Cornell Cooperative Extension wrote the County stating that it intends to apply for a grant from the Dormitory Association of the State of New York ("DASNY") to help offset up to $500,000.00 of the Expansion Project costs (a copy of the letter is enclosed). However, to qualify for the grant, Cornell Cooperative Extension must demonstrate that it will have a leasehold interest in the property for five years from the date of its grant submission to DASNY—January 1, 2024. Consequently, Cornell Cooperative Extension seeks to extend the lease for a new five-year term, commencing January 1, 2024 through December 31, 2028.

Enclosed, please find an agreement extending the term of the lease for five years from January 1, 2024 through December 31, 2028. Cornell Cooperative Extension will pay annual rent to the County in the amount of $92,052.00, for total rent to the County in the amount of $460,260.00.

If this agreement meets with your approval, I respectfully ask that you forward it to the Board of Legislators for its consideration. Please do not hesitate to contact me for any reason.

Very truly yours,

Peter M. Rayhill

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

Anthony J. Picente, Jr.
County Executive

Date 11-30-23

RECEIVED
NOV 30 2023

Cornell University
Cooperative Extension
Oneida County

121 Second Street
Oriskany, NY 13424-3924
t. 315.736.3394
f. 315.736.2580
www.cce.cornell.edu/oneida

November 29, 2023

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

Re: Cornell Cooperative Extension Oneida County Building Lease

Dear County Executive Picente,

On behalf of Cornell Cooperative Extension of Oneida County (CCE), I would like to thank you for your continued and unwavering support of our organization. CCE works in concert with community partners and Oneida County government to deliver education and technology to enrich the lives, land, and economy of Oneida County citizens.

I would also like to thank you for investing $6.5 million in the 2024 Oneida County budget to expand CCE's facility footprint. Over the last several years, we have tripled the organizational budget, going from a budget of a little more than $3 million to a 2024 budget of over $9 million. Likewise, CCE's staff has increased from approximately 30 employees to over 70 employees. With the increased staffing levels, we have outgrown the existing facility and are looking forward to the upcoming building expansion project.

Through the building expansion project, Oneida County is making a significant investment in the future of Cornell Cooperative Extension, agriculture, economic development and, honestly, the entire community. I have identified a grant through the Dormitory Authority of the State of New York (DASNY) that we would like to apply for to potentially help offset up to $500,000.00 of the cost of the building expansion. CCE is eligible to apply for the grant because we are a direct service nonprofit organization. However, the RFA does require that the applicant have a five-year lease at the time of submission to qualify. "If the project will be undertaken on leased property, the Applicant will need to provide the lease. The lease must extend at least five (5) years from the date the application has been submitted." (DASNY, Nonprofit Infrastructure Capital Investment Program RFA, page 7.) Therefore, I am requesting that the CCE lease be extended to a five-year term with the term date beginning January 1, 2024, and ending December 31, 2029. The grant application submission period is December 1, 2023-January 7, 2024. With the application we will need to submit the executed lease agreement. I would like to submit the application as soon as possible and am therefore requesting that CCE's building lease be updated to a five-year term as soon as possible.

I am so grateful for your support and all that it has allowed CCE to accomplish in the community. Thank you for your consideration of this request. Please let me know if you have any questions.

Sincerely,

Mary Beth McEwen, MBA, PHR
Executive Director
Cornell Cooperative Extension
Oneida County

BUILDING Strong and Vibrant New York Communities

Cornell Cooperative Extension in Oneida County provides equal program and employment opportunities.

Oneida Co. Department: Public Works – Buildings & Grounds

Competing Proposal ____
Only Respondent ____
Sole Source RFP ____
Other X

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor: Cornell Cooperative Extension Association of Oneida County
121 Second Street
Oriskany, NY 13424

Title of Activity or Service: Lease Agreement – Extension of Term

Proposed Dates of Operation: January 1, 2024 – December 31, 2028

Client Population/Number to be Served: N/A

Summary Statements

1) **Narrative Description of Proposed Services:** The County leases property at 121 Second Street in Oriskany to the Cornell Cooperative Extension Association of Oneida County. The County and Cornell Cooperative Extension are engaged in a project to expand the facilities at the property and upgrade its mechanical and electrical systems, in part to accommodate recent growth of Cornell Cooperative Extension and its programs.

   Cornell Cooperative Extension intends to apply for a grant from the Dormitory Association of the State of New York to help offset the costs of the expansion project. However, to qualify for the grant Cornell Cooperative Extension must demonstrate that it will have a leasehold interest in the property for five years from the date of its grant submission to DASNY—January 1, 2024.

   This agreement will extend the term of the lease to Cornell Cooperative Extension for five years, from January 1, 2024 through December 31, 2028. Cornell Cooperative Extension will pay annual rent to the County in the amount of $92,052.00, for total rent to the County in the amount of $460,260.00.

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

3) **Program Design and Staffing:** N/A

Total Funding Requested: $460,260.00 (Revenue) **Account #:** A2412

Oneida County Dept. Funding Recommendation: $460,260.00 (Revenue)

Proposed Funding Sources (Federal $/ State $/County $): $460,260.00 (Revenue)

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: None

ONEIDA COUNTY
DEPARTMENT OF PUBLIC WORKS
George E. Carle Complex
5999 Judd Road, Oriskany, NY 13424
Phone: (315) 793-6200 Fax: (315) 768-6299

ANTHONY J. PICENTE, JR.
County Executive

MATTHEW S. BAISLEY
Commissioner

November 28, 2023

FN 20 23 -381
PUBLIC WORKS
WAYS & MEANS

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

Dear County Executive Picente,

Enclosed is a contract for the Dormitory Authority of the State of New York (DASNY), a public benefit corporation, to provide interior design services, at no cost to the County or MVCC, for the proposed renovations to Room #102 of Payne Hall on Mohawk Valley Community College's Utica campus. DASNY will also procure such fixtures, furnishings, and equipment for the proposed project.

DASNY's proposes to provide the following, noting that all contracts shall be awarded, held, and administered by DASNY:

1.	Furniture	$ 148,000.00
2.	Audio/Visual & other Technology	$ 21,000.00
3.	DASNY Fee	$ 0.00
	Total Proposed Fee:	$ 169,000.00

On September 6, 2023, the Board of Acquisition & Contract approved a Professional Service Agreement (PSA) between the Dormitory Authority of the State of New York (DASNY) and Oneida County to provide the professional design services, as well as procuring fixtures, furnishings, and equipment for the aforementioned project in the amount of $169,000.00.

If acceptable, please forward the enclosed agreement to the Oneida County Board of Legislators for consideration.

Thank you for your continued support.

Sincerely,

Matthew S. Baisley

Matthew S. Baisley
Commissioner

Enclosures

RECEIVED
NOV 28 2023

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

Anthony J. Picente, Jr.
County Executive

Date 11-28-23

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Oneida County Department: Public Works

Competing Proposal _____ Only Respondent _____ Sole Source RFP _____ Other X

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor:	Dormitory Authority of the State of New York 515 Broadway Albany, NY 12207
Title of Activity of Service:	Project Services Agreement (PSA) Payne Hall Room 102 Renovations MVCC Utica Campus
Proposed Dates of Operation:	Start on Execution – 12/31/2025
Client Population/Number to be Served:	N/A

Summary Statements

1) Narrative Description of Proposed Services:

The enclosed Project Services Agreement is for professional interior design services of the renovation of Payne Hall, Room 102 located at the MVCC Utica, NY campus. This agreement allows the Dormitory Authority of the State of New York (DASNY) to provide the services and to procure fixtures, furnishings, and equipment in the budgeted amount of $169,000.00.

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

3) Program Design and Staffing: N/A

4) Funding

Account #:	H-MVC-111
Total Funding Requested:	$169,000.00
Oneida County Dept. Funding Recommendation:	$169,000.00

Proposed Funding Sources		
	Federal:	$0.00
	State:	$84,500.00
	County:	$84.500.00

Mandated / Not Mandated: Not Mandated

Past Performance Data: N/A

O.C. Department Staff Comments: None

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AGENDA
ONEIDA COUNTY BOARD OF ACQUISITION AND CONTRACT

DATE: September 6, 2023; 11:00 a.m.

LOCATION:

Roll Call:

County Executive: 9-6-23
Chairman of the Board:
Commissioner of Public Works:

Report of Officials:

Motion to accept all items on the September 6, 2023, Board of Acquisition and Contract Agenda:

Second By:

Ayes:
Nays:

1. Award Bid Reference No.2219 for MVCC Wilcox Hall Exterior and Repair & Insulation (Contract #H2355201). An award to the lowest responsible General Construction Base Bid from Beebe Construction Services, Inc. in the amount of $376,500.00 is recommended. An Award for Alternate 1 is also recommended in the amount of $17,116.00 with a total contract award of $393,616.00.
   Upon recommendation of Nicholas DiGennaro, P.E., CFM and Al Barbato.
   H-MVC-094

2. Approval of an Agreement between Oneida County and Kathleen Bishop, Ph.D. (Contract #171618) for the provision of consulting services for the clients of the Office for the Aging and Continuing Care ("OFA"). The agreement commences on January 1, 2022 and ends on December 31, 2025. The total cost of this Agreement is $45,000.00, 90% ($40,500.00) of which comes from federal funding and the remaining 10% ($4,500.00) County-funded.
   Upon recommendation of Michael Romano and Al Barbato.
   A6772.495

3. Approval of a Settlement between Theodore L. Fox and Oneida County. On January 30, 2023, an Oneida County Department of Public Works employee was operating a snowplow on State route 49 when it reversed to spread salt it collided with the claimant's vehicle. Both parties agree that recommended payment in the amount of $7,500.00 will settle the property damage claim.
   Upon recommendation of Adjuster Gus Boucher and County Attorney Peter Rayhill.

4. Award Bid Reference No.2242 for the Multi Roof Repair Project. Oneida County solicited bids from qualified contractors for the removal and replacement of the roofs for Buildings #100, 101, and Bay #6. An award to the lowest responsible bidder, J & B Installations, in the amount of $299,000.00 is recommended.
   Upon recommendation of Edward Arcuri and Al Barbato.
   H-AIR-103.

5. Award Bid Reference No.2175 for Sauquoit Creek Interceptor Sewer Repairs. An award to the lowest responsible bidder, Mohawk Valley Materials, Inc in the amount of $501,866.31 is recommended. 75% of which will be funded by reimbursement through FEMA Grant and the remaining 25% County funds.
   Upon recommendation of Karl Schrantz and AL Barbato
   HG-WPC-115

6. Approval of a Professional Service Agreement between the Dormitory Authority of the State of New York (DASNY) and Oneida County. DASNY will provide interior design services for the proposed renovations to Room #102 of Payne Hall. DASNY will also procure fixtures, furnishings, and equipment for the project. The cost of the agreement is $169,000.00.
   Upon recommendation of Nicholas DiGennaro, P.E., CFM and Al Barbato.
   H-MVC-111/ H2357699

7. Acceptance of a Proposal for Supplemental #1 from Barton & Logudice for additional engineering design services related to the Consolidated County Road Project-Phase 5. B & L will develop a plan and profile for a closed stormwater sewer drainage system along East Main Street (CR83), Town of Verona. The scope will include the retention and supervision of a vacuum excavating subcontractor to perform five test holes at various locations along with evaluation of drainage design for conflicts with utilities and prepare additional estimates to redesign storm drainage or coordinate the relocation of utilities. The total cost is $6,100.00 which will be requested with an RFP.
   Upon recommendation of Nicholas DiGennaro, P.E., CFM and Al Barbato.
   H-DPW-076

8. Acceptance of a Proposal from Beebe Construction Services, in the amount of $7,600.00 to replace an interior door located at the Rome Courthouse. Beebe will be replacing an aluminum door unit with an oak door that will include a metal frame as part of Comprehensive Building Improvements. Oneida County solicited proposals from qualified vendors and an award to Beebe Construction Services is recommended.
   Upon recommendation of Patrick Cassidy and Al Barbato.
   H-DPW-071

9. Award Bid Reference No. 2248 for Plumbing Supplies. An award to the sole bidder, Best Plumbing Specialties Inc., at a rate of 20% off current catalog list price is recommended.
   Upon recommendation of Patrick Cassidy.
   A1620.491

10. Approval to rescind the award of Bid Reference No. 2236-Detention Pond Fencing-SUNYIT Parkway made to the sole bidder Rommel Fence, LLC. The Board of Acquisition and Contracts awarded the sole bidder Rommel Fence, LLC for the Gross Sum Bid amount of $157,512.50 on August 2, 2023. The property owner, MVEDGE will prepare the pond embankments and install the fencing.
    Upon recommendation of Nicholas DiGennaro, P.E., CFM and Al Barbato.
    H-DPW-080

11. Acceptance of a Proposal from Brightly Software Inc. (formerly Dude Solutions) in the amount of $12,970.50 for a Computerized Maintenance Management Software System for the Department of Public Works. Public Works will be expanding their Work Order Management module and implementing a Capital Predictor module to improve capital asset management and planning. Brightly Software Inc. has been designated a Sole Source by the purchasing director. Funding will be provided from H-609 in the amount of $10,815.90 and D5110.4951 in the amount of $2,154.60.
    Upon recommendation of Matthew Baisley and Al Barbato.

Motion to Adjourn: Second By:

Submitted by:

Matthew S. Baisley, Secretary
Board of Acquisition and Contract

ONEIDA COUNTY
DEPARTMENT OF PUBLIC WORKS
George E. Carle Complex
5999 Judd Road, Oriskany, NY 13424
Phone: (315) 793-6200 Fax: (315) 768-6299

ANTHONY J. PICENTE, JR.
County Executive

MATTHEW S. BAISLEY
Commissioner

November 28, 2023

FN 20 23-382

PUBLIC WORKS

WAYS & MEANS

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

Dear County Executive Picente,

Enclosed is a contract for the Dormitory Authority of the State of New York (DASNY), a public benefit corporation, to manage the planning, design, and construction of the proposed renovations to Room #102 of Payne Hall on Mohawk Valley Community College's Utica campus. DASNY also provides a multitude of related services ranging from financial services, code compliance, permitting, energy consulting, and others.

DASNY's proposes to provide the following, noting that all contracts shall be awarded, held, and administered by DASNY:

1.	Planning and Design Phase	$ 27,925.00
2.	Construction / Closeout	$ 169,500.00
3.	DASNY Fee	$ 12,000.00
	Total Proposed Fee:	$ 209,425.00

On June 21, 2023, the Board of Acquisition & Contract accepted a proposal from the DASNY for a Project Management Agreement (PMA) to manage the planning, design, and construction of proposed renovations to Room #102 of Payne Hall on MVCC's Utica Campus in the amount of $209,425.00.

If acceptable, please forward the enclosed agreement to the Oneida County Board of Legislators for consideration.

Thank you for your continued support.

Sincerely,

Matthew S. Baisley

Matthew S. Baisley
Commissioner

Enclosures

RECEIVED
NOV 28 2023

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

Anthony J. Picente, Jr.
County Executive

Date 11-28-23

124

Oneida County Department: Public Works

Competing Proposal _____ Only Respondent _____ Sole Source RFP _____ Other X

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor:	Dormitory Authority of the State of New York 515 Broadway Albany, NY 12207
Title of Activity of Service:	Project Management Agreement (PMA) Payne Hall Room 102 Renovations MVCC Utica Campus
Proposed Dates of Operation:	Start on Execution – 12/31/2025
Client Population/Number to be Served:	N/A

Summary Statements

1) Narrative Description of Proposed Services:

The enclosed Project Management Agreement is for professional consulting and management services for the renovation of Payne Hall, Room 102, located at the MVCC Utica campus. This agreement allows for the Dormitory Authority of the State of New York (DASNY) to manage the planning, design, and construction of the proposed renovations to Room 102. The amount of $209,425.00 covers the cost of planning, design, construction, and closeout phases, as well as a consulting fee for DASNY.

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

3) Program Design and Staffing: N/A

4) Funding

Account #:	H-MVC-111
Total Funding Requested:	$209,425.00
Oneida County Dept. Funding Recommendation:	$209,425.00

Proposed Funding Sources		
	Federal:	$0.00
	State:	$104,712.50
	County:	$104,712.50

Mandated / Not Mandated: Not Mandated

Past Performance Data: N/A

O.C. Department Staff Comments: None

MINUTES
ONEIDA COUNTY BOARD OF ACQUISITION AND CONTRACT

DATE: June 22, 2023; 11:00 a.m.

LOCATION: Via Teleconference

Roll Call:

County Executive: Present
Chairman of the Board: Present
Commissioner of Public Works: Present

Report of Officials: Present

Motion to accept all items on the June 22, 2023, Board of Acquisition and Contract Agenda: Mr. Baisley
Second By: Mr. Picente

Ayes: 3
Nays: 0

1. Approval of Change Order No. 14, (Contract #128702) in the amount of $15,164.00 to Murnane Building Contractors, Inc. for the removal of 4 trees along the Park Avenue entrance and joint blocking as part of the COB Plaza Deck Reconstruction Project. The original contract amount was $1,942,000.00 and the new proposed contract amount to date is $3,273,568.67. Upon recommendation of Nicholas DiGennaro, P.E., CFM.
H-DPW-106/ H2050601

2. Approval for DASNY to manage the planning, design, and construction of proposed renovations to Room #102 of Payne Hall on MVCC's Utica Campus. Due to the services offerings of DASNY, both MVCC and Oneida County wish to use this project as a pilot project to utilize and test some of the services provided by DASNY, thereby providing a basis for consideration on future projects. DASNY proposes to provide the following:

Planning and Design Phase	$ 27,925.00
Construction/Closeout	$ 169,500.00
DASNY Fee	$ 12,000.00
Total Proposed Fee	**$ 209,425.00**

Upon recommendation of Nicholas DiGennaro, P.E., CFM. and Al Barbato.
H-MVC-111/H2357199

3. Approval of a Change Order No.3, in the amount of $45,000 to D.H. Smith Company, Inc. (Contract #H2253302) to compensate for the addition of Item 553.02 – Cofferdams for the Structure C2-7 site. The original contract amount is $2,196,550.69 and the new proposed contract amount to date is $2,423,019.11. Upon recommendation of Nicholas DiGennaro, P.E., CFM.
H-DPW-077/H2253302

4. Approval of a Change Order No.2, in the amount of $6,833.48 to D.H. Smith Company, Inc. (Contract #H2248901) Change Order No. 2 deletes items not utilized, adds new items and adjusts unit prices of

several items due to price escalation from project start delay. The original contract amount was $957,139.45 and the new proposed contract amount to date is $963,972.93. Upon recommendation of Nicholas DiGennaro, P.E., CFM.
H-DPW-077/H2253302

5. Award Bid Reference No. 2178, Parking Garage Repairs. On May 10, 2023, sealed bids were opened, and the following awards are recommended to the lowest bidders:

GENERAL CONSTRUCTION: ..... CONTRACT NO. H2250601
National Building & Restoration Corporation.....in the amount of $3,813,000.00 for the Base Bid.

MECHANICAL CONSTRUCTION: .....CONTRACT NO. H2250602
H.J. Brandeles Corporation.....in the amount of $316,000.00 for the Base Bid.

PLUMBING CONSTRUCTION: .....CONTRACT NO. H2250603
H.J. Brandeles Corporation.....in the amount of $570,000.00 for the Base Bid.

ELECTRICAL CONSTRUCTION: .....CONTRACT NO. H2250604
Oneida Electrical Contractors, Incorporated.....in the amount of $226,800.00 for the Base Bid.

Upon recommendation of Nicholas DiGennaro, P.E., CFM and Al Barbato.
H-GEN-011

6. Acceptance of a proposal from Barton & Loguidice in the amount of $9,950.00 to provide engineering design services for analysis of existing culverts and subsequent development of drainage improvement plans at the intersection of Grace Road and Cosby Manor Road CR 29 in the Town of Deerfield. Upon recommendation of Nicholas DiGennaro, P.E., CFM and Al Barbato.
H-DPW-077/PO

7. Approval of an Agreement for an amendment and the second of two contractually permissible one-year extensions (1/1/23 to 12/31/23) to an original agreement between Oneida County and James Monahan (Contract #173615). Mr. Monahan serves as a liaison between the Department of Emergency Services and EMS agencies, fire services agencies, medical services agencies, the Department of Health, and the County Haz-Mat Team. The Original agreement capped maximum compensation at $7,500, which was subsequently amended to $10,650. Due to the unanticipated volume of work the proposed amendment further increases his compensation cap to $15,000 while his original hourly rate remains at $75.00. Upon recommendation of Ed Stevens and Al Barbato.
Account A3020.49646

8. Approval of an Agreement for an amendment and the second of two contractually permissible one-year extensions (1/1/23 to 12/31/23) to an original agreement between Oneida County and Anthony Scalise (Contract #171478). Mr. Scalise serves as a liaison between the Department of Emergency Services and EMS agencies, fire services agencies, medical services agencies, the Department of Health, and the County Haz-Mat Team. The Original agreement capped maximum compensation at $7,500. Due to the unanticipated volume of work during the first extension Mr. Scalise provided

services exceeding the compensation cap. This proposed amendment increases his compensation cap to $8,500 at his original hourly rate of $60.00. Upon recommendation of Daniel Appler and Al Barbato.
Account A3020.49646

9. Approval of a Change Order No. 2, to Postler & Jaeckle Corporation. (Contract #140821) for an increase to the contract and quoted rates at the maximum allowable rate of 3%. Total 3rd year cost for the base bid plus forty (40) hours additional services would be $ 107,745.00, broken down as follows:

		BID PRICE	LABOR	PRICE + 40 HOURS
2021-22	Total 1st year cost	$ 97,200.00	$ 109.00	$ 101,560.00
2022-23	Total 2nd year w/ 3% increase	$ 10,116.00	$ 112.27	$ 104,606.80
2023-24	Total 3rd year w/ 3% increase	$ 103,119.48	$ 115.64	$ 107,745.00

All other terms and conditions established by the original contract would remain the same. Upon recommendation of Patrick Cassidy.
Account A1620.493

10. Acceptance of a proposal from Global Montello Group to enter into an agreement for motor vehicle fuel credit card services. Global Montello Group was the sole response to the Request for Proposal. The Scope of Work includes:
    - Access to an adequate number of local refueling stations under this agreement to meet the County's motor vehicle fuel requirements.
    - Each County Vehicle will be issued a credit card for the purposes of refueling vehicles only.
    - Each card will be assigned to one vehicle and will require a six-digit pin from the operator.
    - The County shall not incur any cost for initial and replacement cards.

    Upon recommendation of Christopher Burtch and Al Barbato.
    A1620.456/M5130.456

11. Acceptance of an amended and extended contract with Hi-Lite Airfield Services (Contract 179064). Contract originally awarded to Axtell on April 7, 2021 (Contract 136493) and was assigned to Hi-Lite on December 19, 2022. The original agreement allowed for an extenstion running from May 1, 2023 to April 30, 2025. This will enact the extension as well as amend the original contract to substitue Hi-Lite Airfield Services for Axtell's, Inc. Cost is not to exceed Aviation budgeted amount of $246,000 over 2 years. All other terms of the original contract will remain the same. Upon recommendation of Edward A. Arcuri and Al Barbato.

Motion to Adjourn: Mr. Fiorini Second By: Mr. Baisley

Submitted by

Matthew S. Baisley, Secretary
Board of Acquisition and Contract

ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

November 28, 2023

FN 2023 - 383

PUBLIC WORKS

WAYS & MEANS

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

Dear Board Chairman:

The Board of Legislators approved to amend the Capital Project –H – GEN – 011 Oneida County Garage and approved a funding source. This Board Letter is to establish the movement of the funds from the General Fund to the Capital Fund and assure contracts can be awarded to complete the Oneida County Garage rehab project.

I therefore request your Board's approval to of the following supplemental appropriation for 2023:

TO:

A9900 9901.105 Transfer to the Capital Account.....$ 2,000,000

This supplemental appropriation is fully supported by:

A599 Assigned Unappropriated Fund Balance.....$ 2,000,000

Thank you for kind attention to this request.

Very truly yours,

Anthony J. Picente, Jr.
County Executive

CC: Comptroller
County Attorney
DPW Comm

ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

November 28, 2023

FN 20 23 384

PUBLIC WORKS

WAYS & MEANS

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

Dear Chairman:

On June 14, 2023, the Board of Legislators approved Resolution 197 and Resolution 200 which both delt with Capital Project H – GEN – 011 Oneida County Garage. The original bid was accepted from a contractor, who has since been declared ineligible to do municipal contracts due to past infractions. As a result, it was decided to go to the next lowest bidder. This will increase the expected cost of the project, but fortunately the contractor has agreed to hold his pricing at the original bid amount even though cost have gone up. The Commissioner of Department of Public Works would like to award this contract as soon as possible.

It is therefore necessary to increase the capital project budget in order to award contracts and keep this project moving forward.

I therefore request your Board's approval to amend **Capital Project H-GEN – 011 – 199722 – Capital Outlay – OC Garage:**

	Current	**Change**	**Proposed**
Bonding 011-5710	$ 8,082,400.00	$ 0.00	$ 8,082,400.00
Trans From G.Fund 011-5031-000	$ 3,667,000.00	$ 2,000,000.00	$ 5,667,000.00

Thank you for kind attention to this request.

Very truly yours,

Anthony J. Picente, Jr.
County Executive

CC: Comptroller
County Attorney
Commissioner DPW

ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

FN 2023 - 385

HEALTH & HUMAN SERVICES

HEALTH & I

WAYS & MEANS

November 14, 2023

Gerald Fiorini, Chairman
Oneida County
800 Park Avenue
Utica, NY 13501

Dear Board Chairman,

The Department of Family and Community Services is requesting a supplemental appropriation to two accounts to offset shortages. The accounts that have shortfalls provide daycare and homeless services. New York State has changed regulations that enhances daycare eligibility causing a shortage to this account. The Safety Net Account has a shortage due to the HOMES program. This is a 100% funded housing program to support those with shelter insecurity however, the program was not in existence when the 2023 Budget was prepared.

In addition, the shelter expenses have risen dramatically in the past year creating a deficit. The Department wishes to utilize funding from various other accounts. Fortunately, there appears to be a surplus in other accounts which will cover the estimated shortfall.

I therefore request your Board's approval for the following **2023** Supplemental Appropriation:

TO:

A-6010-6141.495-000 – Safety Net Other Expenses	$ 3,200,000.00
A-6010-6055.495-000 – Day Care Activities Other Expenses	$ 2,900,000.00
Total	$ 6,100,000.00

These Supplemental Appropriations will be fully funded by:

FROM:

A-6010-6070.495-625 – Purchase of Services other Expenses Preventive	$ 1,760,000.00
A-6010-6010.495-600 – Admin– Other Expenses General Contract Expenses	$ 1,440,000.00
A-6010-6109.495-000 – Family Assistance TANF Other Expenses	$ 2,900,000.00
Total	$ 6,100,000.00

RECEIVED
NOV 28 2023

Thank you for kind attention to this request.
Very truly yours,

Anthony J. Picente, Jr.
County Executive

Anthony J. Picente Jr.
County Executive

Colleen Fahy-Box
Commissioner

ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES

Contract Administration, 4th Floor
County Office Building, 800 Park Avenue, Utica, NY 13501
Phone (315) 798-5073 Fax (315) 793-6044

November 13, 2023

FN 20 23 - 386

HEALTH & HUMAN SERVICES

WAYS & MEANS

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

Re: Agreement with GTL, Inc. d/b/a Link to Life

Dear Mr. Picente:

I am submitting a Second Renewal of an Agreement between GTL, Inc. d/b/a Link to Life and Oneida County for your review.

This Second Renewal continues the provision of Personal Emergency Response Systems (PERS), which supplement in-home services by eligible clients of the Expanded In-Home Services for the Elderly Program (EISEP). The cost of this Agreement is $126,000.00, which consists of 75% State ($94,500.00) and 25% County ($31,500.00) funding. This agreement commences on April 1, 2022 and terminates on March 31, 2023.

If this Second Renewal meets with your approval, please forward to the Board of Legislators for further consideration.

Sincerely,

Colleen Fahy-Box

Colleen Fahy-Box
Commissioner

CFB/mk

Attachment

RECEIVED
NOV 15 2023

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

Anthony J. Picente, Jr.
County Executive

Date 11-15-23

138

40502

Oneida Co. Department Family and Community Services

Competing Proposal_____
Only Respondent_____
Sole Source RFP_____
Other ___X____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organizations: **GTL, Inc. d/b/a Link to Life**
27475 Meadowbrook Road
Novi, Michigan 48377

Title of Activity or Services: Personal Emergency Response Service (PERS)

Proposed Dates of Operations: April 1, 2022 through March 31, 2023

Client Population/Number to be Served: Approximately 300 clients

SUMMARY STATEMENTS:

1). Narrative Description of Proposed Services
To provide, for rental, Personal Emergency Response Systems (PERS) which allow senior citizens the ability to stay safe and independent in their own home.

2). Program/Service Objectives and Outcomes
PERS are to be used as ancillary to in-home services by eligible clients of the Expanded In-Home Services for the Elderly Program (EISEP).

3). Program Design and Staffing Level - N/A

Total Funding Requested: $126,000.00

Oneida County Dept. Funding Recommendation: Account # A6774.495.99

Proposed Funding Source (Federal $ /State $ / County $): $126,000
Federal: 0% ($0) State: 75% ($94,500.00) County: 25% ($31,500.00)

Cost Per Client Served:
$14.00 Rental per month for Landline Device
$23.00 Rental per month for Cellular Device
$5.00 Additional fee per Spouse
$6.00 Additional fee for Fall Detection Device
$0.00 Installation Fee

Past Performance Served: GTL, Inc. has been providing PERS to the Office for the Aging and Continuing Care since 2019.

O.C. Department Staff Comments: The Department is satisfied with this provider's performance in providing PERS services used by the Office for the Aging and Continuing Care.

Anthony J. Picente Jr.
County Executive

Colleen Fahy-Box
Commissionner

ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES

County Office Building 800 Park Avenue Utica, NY 13501
Phone: (315) 798-5738 Fax: (315) 798-5218

November 1, 2023

FN 2023 - 387

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

I am submitting the attached Fourth Renewal Agreement between Oneida County, through its Department of Family and Community Services' Office for the Aging, and the Senior Citizens Council of Rome, New York, Inc., d/b/a Copper City Community Connection, for your review and approval.

The Fourth Renewal is for the provision of Social Model Adult Day Services. This service allows the Contractor to continue to provide community-based long-term care services to the frail and elderly in order to assist older consumers to delay or divert nursing home placement. The total amount of this Renewal Agreement is $97,500.00, which is 75% state funds ($73,125.00) and 25% county funds ($24,375.00). This Renewal commences January 1, 2023 and terminates December 31, 2023.

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

Sincerely,

Colleen Fahy-Box

Colleen Fahy-Box
Commissioner

CFB/mk
Attachment

RECEIVED
NOV 14 2023

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

Anthony J. Picente, Jr.
County Executive

Date 11-2-23

134

Oneida Co. Department: Office for the Aging

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other x

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor: **Senior Citizens Council of Rome, New York, Inc.**
305 East Locust Street
Rome, New York 13440

Title of Activity or Service: Social Adult Day Care Services

Proposed Dates of Operation: January 1, 2023 through December 31, 2023

Client Population/Number to be Served: Frail elderly age 60+ with functional impairment

Summary Statements

1) **Narrative Description of Proposed Services**

Social Adult Day Care Services is a structured five hour; five day a week adult day services program that serves frail elderly individuals in a supervised group setting. The program is in compliance with the New York State Regulations for Social Adult Day Care Services. Eligible participants must be age 60 or older and functionally impaired, meaning that they need the assistance of another person in at least one of the following activities of daily living: toileting, mobility, transferring, eating, or needing supervision due to cognitive and/or psycho-social impairment. Services include a noon meal and transportation to and from the program

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

- To provide 5-hour per weekday adult day services programming
- To provide noon meal and transportation
- To provide socialization, supervision and monitoring, personal care, nutrition, appropriate activities-maintenance and enhancement of daily living skills, caregiver assistance and transportation.
- To provide intergenerational programming to ensure a mutually beneficial social opportunity for program participants and area youth

3) **Program Design and Staffing**

Each adult day service provider will serve OFA authorized participants with a structured 5-hour program that meets the NY State regulations. Each site will have a coordinator and sufficient staff, both paid and volunteer, to supervise participants in a safe environment, and the staff will provide appropriate activities and therapies that will enhance the participant's general wellbeing.

Total Funding Requested: $97,500.00 **Account #:** A6772.495.116

Oneida County Dept. Funding Recommendation: $97,500.00

Proposed Funding Sources (Federal $/ State $/County $):
Federal: 0% ($0) State: $ 73,125.00 (75%) County: $ 24,375.00 (25%)

Cost Per Client Served: $75.00 per client per five-hour day

Past Performance Data: The Senior Citizens Council of Rome, New York, Inc. has provided social adult day services since 1992.

O.C. Department Staff Comments: Now known as Copper City Community Connection, formerly the Ava Dorfman Senior Citizens Civic Center

Anthony J. Picente Jr.
County Executive

Colleen Fahy-Box
Commissionner

ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES
County Office Building 800 Park Avenue Utica, NY 13501
Phone: (315) 798-5738 Fax: (315) 798-5218

November 28, 2023

FN 20 23 - 388

HEALTH & HUMAN SERVICES

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

WAYS & MEANS

Dear Mr. Picente:

Oneida County is in receipt of an Amendment to a grant from the New York State Office of Children and Family Services, which will be used to fund a mobile unit provided through the Oneida County Child Advocacy Center (CAC). This Amendment increases the grant from $300,000.00 to $400,000.00, with a contract term of April 1, 2021 through September 30, 2025, extending it from a previous end date of September 30, 2023.

The purpose of this grant is for a Mobile Child Advocacy Center/Unit to provide services to children and families who reside a significant distance from the CAC building. The mobile unit is a child-friendly space for child victims and non-offending family members to receive services. It includes a waiting area for families and a child-friendly interview room, as well as recording equipment and an observation room for a multi-disciplinary team (MDT).

The mobile unit will allow for team members to choose a centrally located safe space to meet the family and child within their own community.

I am available at any time to further discuss this grant should you have any questions. I am respectfully requesting that this matter be forwarded to the Board of Legislators for acceptance of the grant funds.

Sincerely,

Colleen Fahy-Box
Commissioner

CFB/mk

Attachment

RECEIVED
NOV 30 2023

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

Anthony J. Picente, Jr.
County Executive

Date 11-30-23

136

#35403

Oneida Co. Department Family & Community Services

Competing Proposal _____
Only Respondent_____
Sole Source RFP_____
Other ___X___

Oneida County Board of Legislators
Contract Summary

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

Title of Activity or Services: Oneida County Child Advocacy Center Grant

Proposed Dates of Operations: April 1, 2021 through September 30, 2025

Client Population/Number to be Served:

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

The purpose of this grant is to create a Mobile Child Advocacy Center/Unit to provide services to children and families who reside a significant distance from the CAC building. The mobile unit will be a child friendly space for child victims and non-offending family members to receive services. The unit will have a waiting area for families, a child-friendly interview room, and observation room for Multi-Disciplinary Team (MDT) members and bathroom facilities. It will be equipped with recording and observation equipment as well.

The mobile unit will allow for team members to choose a centrally located safe space to meet the family and child right in their own community.

2). Program/Service Objectives and Outcomes

The mobile unit will allow for team members to choose a centrally located safe space to meet the family and child right in their own community.

3). Program Design and Staffing Level -

Total Grant Amount: $400,000.00

Oneida County Dept. Funding Recommendation: A2703 - 100% funds through the New York State Office of Children and Family Services

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

Federal	0%
State	100%
County	0%

Cost Per Client Served:

Past performance Served:

O.C. Department Staff Comments:

Anthony J. Picente, Jr.
County Executive

Colleen Fahy-Box
Commissioner

ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES
COUNTY OFFICE BUILDING ~ 800 PARK AVENUE ~ UTICA, NY 13501
PHONE: 315-798-5260 ~ FAX: 315-793-6044

November 29, 2023

FN 2023-389
HEALTH & HUMAN SERVICES
WAYS & MEANS

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

Re: Agreement with the City of Utica Police Department (Contract #174370)

Dear Mr. Picente:

Attached pleased find a proposed two-year agreement between Oneida County and the City of Utica. Per the agreement, the Utica Police Department will provide one of its officers to serve as a full-time Law Enforcement Coordinator at the Child Advocacy Center (CAC). The officer will facilitate and assist a multi-disciplinary team (MDT) — which includes, among others, personnel from local law enforcement agencies, the District Attorney's Office, and Child Protective Services — in the investigation of child abuse cases. The CAC was established in 1990 to provide this multi-disciplinary approach.

This Agreement commences January 1, 2023 and continues through December 31, 2024. The County will pay the City at the officer's pay rate and fringe benefits, consistent with the relevant collective bargaining agreement. The 2023 cost shall not exceed $139,851.41, while the 2024 cost shall not exceed $144,046.94, i.e., a two-year total of $283,898.36, with the NYS Office of Children and Family Services funding $141,949.18.

If the above meets with your approval, I request that this matter be forwarded to the Board of Legislators for further action. Thank you for your consideration.

Sincerely,

Colleen Fahy-Box
Commissioner

CFB/vlc
Attachment

RECEIVED
NOV 30 2023

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

Anthony J. Picente, Jr.
County Executive

Date 11-30-23

Oneida Co. Department: **Family and Community Services**

Competing Proposal	_____
Only Respondent	_____
Sole Source RFP	_____
Other	X

ONEIDA COUNTY BOARD OF LEGISLATORS
CONTRACT SUMMARY

Name & Address of Vendor: City of Utica
1 Kennedy Plaza
Utica, New York 13501

Title of Activity or Service: Law Enforcement Coordinator for Child Advocacy Center

Proposed Dates of Operation: January 1, 2023 through December 31, 2024

Client Population/Number to be Served: Child abuse victims

Summary Statements:

1) **Narrative Description of Proposed Services**
The City of Utica, through its Police Department (Utica PD), will assign one police officer as the Law Enforcement Coordinator (LEC) dedicated to the Child Advocacy Center (CAC) to assist in the criminal investigation of Multi-Disciplinary Team (MDT) child abuse cases.

2) **Program/Service Objectives and Outcomes:**
The LEC will act as a liaison between the Department, Utica PD, CAC, District Attorney, and various law enforcement agencies in matters relating to MDT cases to provide a coordinated approach in the investigation process. This will decrease the number of interviews with the child and reduce the level of trauma to the child and secondary victims.

3) **Program Design and Staffing**
Utica PD provides one full-time LEC who will work with a MDT consisting of one full-time LEC provided by the Rome Police, two part-time LEC's provided by the Oneida County Sheriff's Office, and one Child Advocacy Administrator from the Sheriff's Office.

Total Funding Requested: $283,898.36 **Account #:** A6011.49537

Oneida County Dept. Funding Recommendation: $141,949.18

Proposed Funding Sources (Federal $/ State $/County $):
Federal: 0% ($0) State: 50% ($141,949.18) County: 50% ($141,949.18)

Cost Per Client Served:

Past Performance Data: The Department has been contracted with the City of Utica Police Department as part of the Child Advocacy Center since 1990 and is satisfied with the services provided.

O.C. Department Staff Comments: This is a mandated service.

Anthony J. Picente, Jr.
County Executive

Colleen Fahy-Box
Commissioner

ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES
COUNTY OFFICE BUILDING ~ 800 PARK AVENUE ~ UTICA, NY 13501
PHONE: 315-798-5260 ~ FAX: 315-793-6044

FN 20 23 348

November 29, 2023

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Re: Agreement with the Neighborhood Center, Inc.

Dear Mr. Picente:

I am submitting a Purchase of Services Agreement between the Neighborhood Center, Inc. and the Department of Family and Community Services for Day Care registration, certification and training, inspection, and recruitment services.

The Department has contracted with the Neighborhood Center for these services since 1992.

The term for this Purchase of Services Agreement is January 1, 2023, through December 31, 2023. The cost of $230,297.00 is fully funded through a New York State Office of Children and Family Services grant. There is no local cost.

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

Sincerely,

Colleen Fahy-Box
Commissioner

RECEIVED
NOV 30 2023

CFB/vlc
Enc.

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

Anthony J. Picente, Jr.
County Executive

Date 11-30-23

14502

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other ___X_____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Neighborhood Center
624 Elizabeth Street
Utica, New York 13501

Title of Activity or Services: Day Care Registration/Inspection
Proposed Dates of Operations: January 1, 2023 – December 31, 2023

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

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

The Neighborhood Center provides recommendations for the registration/and renewal for those individuals satisfactorily completing a Family Day Care (FDC) initial/renewal application. The program will provide technical assistance to potential and current providers regarding application and regulations; regularly scheduled orientations throughout Oneida County; and inspections or investigations on registered homes on a random basis, or in response to a complaint or a request by provider, or for failure to meet training requirements. The Contract includes performance standards for initial registrations, renewal registration, complaint investigations, safety assessments, inspections, on-site registration, and case and management review.

2). Program/Service Objectives and Outcomes

This service proposes to increase the number of Registered FDC & School Age Day Care homes throughout Oneida County and to ensure through the inspection process that they meet the standard set by the NYS Regulations.

3). Program Design and Staffing Level

One (1)	Program Director
Three (3)	Caseworkers
One (1)	Program Assistant

Total Funding Requested: $ 230,297.00

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

Mandated or Non-mandated: Mandated for New York State to provide this service through local

districts, utilizing a state-approved vendor.

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

Federal	**0 %**	**$ 0.00**
State	**100 %**	**$ 230,297.00**
County	**0 %**	**$ 0.00**

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

Past performance Served: The Department has contracted with this provider since June 1, 1992. In 2007, the County instituted performance measures that the Contractor must meet to receive full reimbursement. The cost of the contract in 2022 was $ 230,297.00.

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

Anthony J. Picente, Jr.
County Executive

Colleen Fahy-Box
Commissioner

ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES
Contract Administration, 4th Floor
COUNTY OFFICE BUILDING ~ 800 PARK AVENUE ~ UTICA, NY 13501
PHONE: 315-798-5733 ~ FAX: 315-798-5218

November 29, 2023

FN 20 23 - 391

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

I am submitting the following Purchase of Services Agreement with the House of the Good Shepherd for Non-Secure Detention (NSD) Services, six (6) reserved beds for Oneida County youth, and two (2) NSD Liaisons.

House of the Good Shepherd has provided NSD services for the Department since 1990. This co-ed facility provides a local temporary placement for Oneida County youth placed by Family Court.

The NSD Liaisons will be appearing in court to help ensure that the least restrictive and most cost-effective interventions are provided to youth entering the Oneida County juvenile justice system.

The term of this Agreement commences January 1, 2023, and terminates December 31, 2025. The cost for the reserved beds and the NSD Liaisons will not exceed $4,383,316.00 for the term of this Agreement. However, in the event the Department requires additional beds, there will be an additional "Excess Utilization Fee". The County will be billed at a daily rate in accordance with the agreed upon annual reserved bed rates per additional bed per day for each calendar day in which the County's needs exceed the reserved beds.

If this Agreement meets with your approval, I respectfully request that this matter be forwarded to the Board of Legislators for further consideration.

Sincerely,

Colleen Fahy-Box

Colleen Fahy-Box
Commissioner

CFB/vlc
attachment

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NOV 30 2023

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

Anthony J. Picente, Jr.
County Executive

Date 11-30-23

12902

Oneida Co. Department Family and Community Services

Competing Proposal _____
Only Respondent _____
Sole Source X
Other

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: House of the Good Shepherd
1550 Champlin Avenue
Utica, New York 13502

Title of Activity or Services: Non-Secure Detention services and (2) Non-Secure Detention Family Court Liaisons

Proposed Dates of Operations: January 1, 2023, through December 31, 2025

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

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services
The Contractor's Non-Secure Detention Program operates a co-ed facility in Utica, New York. Six of those beds will be reserved for Oneida County youth in need of Non-Secure Detention (NSD) Services. The Contractor will provide two Non-Secure Detention Family Court Liaisons to appear in Family Court. The Liaisons' goal is to ensure that youth entering the Oneida County juvenile justice system are provided the least restrictive and most cost-effective intervention.

2). Program/Service Objectives and Outcomes
Include: local, temporary placement of youth who are placed by Family Court remand, PINS warrant, JD warrant, or are placed by a Peace Officer; and NSD Family Court Liaisons who will assist in making referrals for community-based services for youth, locating placements and ensuring that youth receive needed services and supports.

3). Program Design and Staffing Level
A co-ed non-secure facility with 24-hour supervision and care; two NSD Family Court Liaisons

Total Funding Requested: $4,383,316.00 **Account #:** A6123.495

Oneida County Dept. Funding Recommendation: $4,383,316.00

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

Proposed Funding Source (Federal $ /State $ / County $): Estimated depending on utilization, total amount of service may increase if more than four beds are used.

State	49 %	$2,147,824.84
County	51 %	$2,235,491.16

Cost Per Client Served: N/A

Past performance Served: The County has contracted with this provider for this service since 1990.

O.C. Department Staff Comments: The Department increased the number of reserved beds from four to six to ensure availability for Oneida County youth.

Anthony J. Picente, Jr.
County Executive

Colleen Fahy-Box
Commissioner

ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES
COUNTY OFFICE BUILDING ~ 800 PARK AVENUE ~ UTICA, NY 13501
PHONE: 315-798-5260 ~ FAX: 315-793-6044

November 29, 2023

FN 20 23-392

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

I am submitting the following Amendment to the Purchase of Services Agreement between Oneida County Department of Family and Community Services and the City of Rome through its Police Department for review and approval by the Board of Legislators.

Pursuant to a newly negotiated collective bargaining agreement, this Amendment increases the Purchase of Services Agreement in the amount of $5,039.00 and is scheduled to become effective January 1, 2023 through December 31, 2024. The total cost is $283,236.15, of which the Rome Police Department contributes $56,649.15 and the Department of Family and Community Services contributes $226,587.00, with a local share of $113,293.50.

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

Sincerely,

Colleen Fahy-Box
Commissioner

CFB/vlc
Attachment

RECEIVED
NOV 30 2023

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

Anthony J. Picente, Jr.
County Executive

Date 11-30-23

Oneida Co. Department: Family and Community Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

ONEIDA COUNTY BOARD OF LEGISLATORS
CONTRACT SUMMARY

Name & Address of Vendor: City of Rome
198 North Washington Street
Rome, New York 13440

Title of Activity or Service: Law Enforcement Coordinator for Child Advocacy Center

Proposed Dates of Operation: January 1, 2023 through December 31, 2024
(Amendment to Original Agreement)

Client Population/Number to be Served: Child abuse victims

Summary Statements:

1) **Narrative Description of Proposed Services:** The City of Rome, through its Police Department, assigns one police officer to serve as the Law Enforcement Coordinator (LEC) on a multidisciplinary team (MDT) at the Child Advocacy Center.
2) **Program/Service Objectives and Outcomes:** The LEC acts as a liaison between the Department, Rome PD, CAC, District Attorney, and other MDT personnel.
3) **Program Design and Staffing:** Rome PD provides one full-time LEC who works on a MDT consisting of one full-time LEC provided by the Utica Police, two part-time LEC's provided by the Oneida County Sheriff's Office, and one Child Advocacy Administrator from the Sheriff's Office.

Total Funding Requested: $226,587.00 **Account #** A6011.49537

Oneida County Dept. Funding Recommendation: $226,587.00 00 (originally: $221,548.00)

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

Federal: 0% ($0)	State: 50% ($113,293.50) [originally: $110,774.00]	County: 50% ($113,293.50) [originally: $110,774.00]

Past Performance Data: The Department has contracted with the City of Rome in connection with the Child Advocacy Center since 1990. The City of Rome has taken on 20% of the total cost since 2008.

O.C. Department Staff Comments: This Amendment reflects 80% of increased salaries set forth in a newly negotiated/applicable collective bargaining agreement. The total increase in cost to the County over the two-year contract term is $5,039.00, i.e., $221,584.00 (original total) to $226,587.00 (amended total). The NYS Office of Children and Family Services will fund $113,293.00, which is one half of the amended total.

ONEIDA COUNTY HEALTH DEPARTMENT

ANTHONY J. PICENTE, JR
ONEIDA COUNTY EXECUTIVE

DANIEL W. GILMORE, PH.D., MPH
DIRECTOR OF HEALTH

"PROMOTING & PROTECTING THE HEALTH OF ONEIDA COUNTY"

OCGOV.NET/HEALTH

November 29, 2023

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

FN 20 23 - 393

HEALTH & HUMAN SERVICES
WAYS & MEANS

Re: Patagonia Health, Inc.

Dear Mr. Picente,

Attached please find a proposed agreement between Oneida County, through its Health Department (OCHD) and Patagonia Health, Inc. for electronic health record and practice management services for the Health Clinic.

Patagonia Health, Inc. has developed a HIPAA compliant, cloud-based subscription service which will enable medical professionals at the OCHD Health Clinic to maintain patient electronic medical records and practice management systems within Patagonia Health, Inc.'s software on its secure network and using its database repository. Patagonia Health, Inc. was selected based on the proposal it submitted in response to an RFP issued by OCHD. Current electronic health record provider eClinicalWorks, LLC did not submit a response to the RFP.

The term of this agreement commences on the Service Effective Date and continues for a five year term. The total amount of this agreement shall not exceed $204,425.80 which consists of 45% Federal ($91,991.61), 20% State ($40,885.16), and 35% County ($71,549.03) funding.

If this agreement meets with your approval, I respectfully request the matter be forwarded to the Board of Legislators for further action. Thank you for your consideration.

Sincerely,

Daniel W. Gilmore, PhD, MPH
Director of Health

RECEIVED
NOV 30 2023

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

Anthony J. Picente, Jr.
County Executive

Date 11-29-23

Attachments

ADMINISTRATION
ADIRONDACK BANK BLDG., 5TH FL.,
185 GENESEE ST. UTICA, NY 13501
TEL: (315) 798-6400 • FAX: (315) 266-6138

SPECIAL CHILDREN SERVICES
ADIRONDACK BANK BLDG., 5TH FL.,
185 GENESEE ST. UTICA, NY 13501
TEL: (315)798-5249 •FAX: (315) 731-3491

ENVIRONMENTAL HEALTH
ADIRONDACK BANK BLDG., 4TH FL.,
185 GENESEE ST. UTICA, NY 13501
TEL: (315) 798-5064 • FAX: (315) 798-6486

CLINICAL SERVICES
406 ELIZABETH ST. UTICA, NY 13501
TEL: (315) 798-5748 • FAX: (315) 798-1057

Oneida Co. Department: PUBLIC HEALTH

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other ___X___

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor: Patagonia Health, Inc.
15100 Weston Parkway, Suite 204
Cray, North Carolina 27513

Title of Activity or Service: HIPPA compliant cloud based electronic health record and practice management systems for OC Health Clinic

Proposed Dates of Operation: Service Effective Date through a five year term

Client Population/Number to be Served: Oneida County residents who are served by OC Health Clinic

Summary Statements

1) **Narrative Description of this Agreement:**
Patagonia Health will provide a HIPAA compliant cloud based electronic health record and practice management system for the Oneida County Health Clinic. Systems will utilize Vendor's software on Vendor's secure network and use Vendor's database repository.

2) **Program/Service Objectives and Outcomes:** To provide a HIPAA compliant EHR and practice management system for the OC Health Clinic.

3) **Program Design and Staffing:** (N/A)

Total Funding Requested: $204,425.80 **Account #** A4010 4012.495

Oneida County Dept. Funding Recommendation: $204,425.80

Proposed Funding Sources (Federal $/ State $/County $):
Federal: 45% ($91,991.61) State: 20% ($40,885.16) County: 35% ($71,549.03)

Cost Per Client Served: (N/A)
Past Performance Data: (N/A)
O.C. Department Staff Comments: (N/A)

ONEIDA COUNTY HEALTH DEPARTMENT

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

DANIEL W. GILMORE, PH.D., MPH
DIRECTOR OF HEALTH

"PROMOTING & PROTECTING THE HEALTH OF ONEIDA COUNTY"

OCGOV.NET/HEALTH

November 29, 2023

FN 20 23 394

FN 20
HEALTH & HUMAN SERVICES

WAYS & MEANS

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

Re: Amendment with Onondaga County

Dear Mr. Picente,

Attached please find a proposed Amendment to an Agreement between Oneida County, through its Health Department, and Onondaga County for the provision of medical examiner services.

The purpose of this Amendment is three-fold. First, it expands the Forensic Investigator program and increases staffing from one to three full-time investigators to meet increased need. Second, this Amendment contributes funds towards the purchase of a Liquid Chromatography/Mass Spectrometer ("LC-MS/MS"), which will enhance the forensic toxicology and drug overdose surveillance program by expanding toxicology testing capabilities and providing the Overdose Response Team with more detailed information regarding drug use trends in Oneida County. Finally, this Amendment will extend the current Agreement for five years with the extension ending December 31, 2028.

Oneida County Health Department received $100,000.00 from the Bureau of Justice Assistance which covers 100% of Oneida County's contribution toward the LC-MS/MS. The remaining cost of this Amendment and the five year extension of the Agreement will not exceed $6,625,000.00. The total cost of this Amendment will not exceed $6,725,000.00.

If this Amendment meets with your approval, I respectfully request the matter be forwarded to the Board of Legislators for further action. Thank you for your consideration.

Sincerely,

Daniel W. Gilmore, PhD, MPH
Director of Health

Attachments

RECEIVED
NOV 30 2023

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

Anthony J. Picente, Jr.
County Executive

Date 11-29-23

ADMINISTRATION
ADIRONDACK BANK BLDG., 5TH FL.,
185 GENESEE ST. UTICA, NY 13501
TEL: (315) 798-6400 • FAX: (315) 266-6138

SPECIAL CHILDREN SERVICES
ADIRONDACK BANK BLDG., 5TH FL.,
185 GENESEE ST. UTICA, NY 13501
TEL: (315)798-5249 • FAX: (315) 731-3491

ENVIRONMENTAL HEALTH
ADIRONDACK BANK BLDG., 4TH FL.,
185 GENESEE ST. UTICA, NY 13501
TEL: (315) 798-5064 • FAX: (315) 798-6486

CLINICAL SERVICES
406 ELIZABETH ST. UTICA, NY 13501
TEL: (315) 798-5748 • FAX: (315) 798-1057

150

Oneida Co. Department: **Public Health**

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other __X__

ONEIDA COUNTY BOARD OF LEGISLATORS
CONTRACT SUMMARY

Name & Address of Vendor: Onondaga County
Medical Examiner's Office
John H. Mulroy Civic Center
421 Montgomery Street
Syracuse, New York 13202

Title of Activity or Service: Medical Examiner services, Liquid Chromatography/Mass Spectrometer ("LC-MS/MS")

Proposed Dates of Operation: January 1, 2024 through December 31, 2028 (extension)

Client Population/Number to be Served: Oneida County

Summary Statements:

1) **Narrative Description of Proposed Services:**
The Onondaga County Medical Examiner's Office provides full Medical Examiner services for Oneida County. This Amendment will expand the Forensic Investigator program by increasing the number of full-time investigators who provide scene investigations in Oneida County.
This Amendment will also partially fund a LC-MS/MS, which expands Onondaga's toxicology testing capabilities by providing higher accuracy and better limits of detection samples.

2) **Program/Service Objectives and Outcomes:**
The expansion of the Forensic Investigation program will meet the increased demand in Oneida County.
The LC-MS/MS will enhance the forensic toxicology and drug overdose surveillance program by providing the Overdose Response Team with more detailed information regarding drug use trends in Oneida County.

3) **Program Design and Staffing**
This Amendment increases the current staffing by two Forensic Investigators.

Total Funding Requested: $6,725,000.00 **Account #:** A1186-1186-195-130

Oneida County Dept. Funding Recommendation:

Proposed Funding Sources (Federal $/ State $/County $): County $6,625,000.00
$100,000.00 of Federal grant funds for LC-MS/MS

Cost Per Client Served: N/A

Past Performance Data: Onondaga has provided Medical Examiner services since 2019.

O.C. Department Staff Comments: N/A

ONEIDA COUNTY HEALTH DEPARTMENT

ANTHONY J. PICENTE, JR
ONEIDA COUNTY EXECUTIVE

DANIEL W. GILMORE, PH.D., MPH
DIRECTOR OF HEALTH

"PROMOTING & PROTECTING THE HEALTH OF ONEIDA COUNTY"

OCGOV.NET/HEALTH

November 17, 2023

FN 20 23 - 395

HEALTH & HUMAN SERVICES

WAYS & MEANS

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

Dear Mr. Picente:

The ELC COVID Grant end date has been extended from December 31, 2023 to July 31, 2024.

The Health Research Institute (HRI) that manages this grant for the NYS Department of Health is desirous for the Oneida County Health Department (OCHD) to utilize as much of these grant funds as possible. OCHD is currently working with HRI to use these grant monies to pay for the cost increase for the back-up generator being installed at 300 West Dominick Street in Rome. Additional uses for these monies could include costs associated with the Clinic move from 406 Elizabeth Street to the first floor of the County Office Building.

Therefore, the Health Department requests the following appropriations to the 2024 budget:

TO:
AA# A4010 4020.495-000- Public Health/COVID19/Other Expenses.....$1,250,000.00

AA# A40104020.290-000- PublicHealth/COVID19/Other Equipment.....$500,000.00

The above supplemental appropriations will be fully supported by:

A4010 4020.4489 Federal Aid Public Health.....$1,750,000.00

Respectfully Submitted,

Daniel W. Gilmore, Ph.D., MPH
Director of Health

CC: County Attorney
Comptroller
Budget Director

RECEIVED
NOV 27 2023

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

Anthony J. Picente, Jr.
County Executive

Date 11-27-23

ADMINISTRATION
ADIRONDACK BANK BLDG., 5TH FL.,
185 GENESEE ST. UTICA, NY 13501
TEL: (315) 798-6400 • FAX: (315) 266-6138

SPECIAL CHILDREN SERVICES
ADIRONDACK BANK BLDG., 5TH FL.,
185 GENESEE ST. UTICA, NY 13501
TEL: (315)798-5249 •FAX: (315) 731-3491

ENVIRONMENTAL HEALTH
ADIRONDACK BANK BLDG., 4TH FL.,
185 GENESEE ST. UTICA, NY 13501
TEL: (315) 798-5064 • FAX: (315) 798-6486

CLINICAL SERVICES
406 ELIZABETH ST. UTICA, NY 13501
TEL: (315) 798-5748 • FAX: (315) 798-1057

158

ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

November 21, 2023

FN 20 23 - 396

WAYS & MEANS

AIRPORT

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

Re: FAST NY Shovel-Ready Grant Program

Dear Honorable Members:

The FAST NY Shovel-Ready Grant Program (FAST NY) is a state funding program administered through Empire State Development Corporation (ESDC) targeted at pre-development activities and infrastructure investments. As part of the FAST NY process, Oneida County previously submitted an Intent to Apply application to ESDC indicating our intent to apply for up to $25,500,000 in State grant funding for the site and infrastructure development of "the Triangle Site" located at Griffiss International Airport. The proposed project for the FAST NY funding application includes the extension of and upgrades to water, sewer, natural gas, electric service, telecom and transportation improvements.

ESDC has approved our Intent to Apply, and the next step in the process is to complete our application under FAST NY. That application process requires a resolution from the Board of Legislators indicating the Board's support for the proposed project and FAST NY application. To that end, enclosed is a proposed resolution authorizing Oneida County to make application to ESDC for FAST NY funding to support development of the Triangle Site.

I request that this matter be placed on the Agenda for consideration at your December 20, 2023 meeting.

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

Sincerely,

Anthony J. Picente, Jr.

Enclosure

RECEIVED
NOV 27 2023

153

INTRODUCTORY NO.

F.N. 2023-

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO.

INTRODUCED BY: Mr.
2ND BY: Mr.

RE: AUTHORIZATION FOR ONEIDA COUNTY TO MAKE APPLICATION TO THE NYS EMPIRE STATE DEVELOPMENT CORPORATION FOR A FAST NY GRANT TO SUPPORT DEVELOPMENT OF THE TRIANGLE SITE AT GRIFFISS INTERNATIONAL AIRPORT

WHEREAS, The NYS Empire State Development Corporation (ESDC) has issued notice of funding opportunity for the FAST NY Shovel-Ready Grant Program to prepare and develop sites statewide to jumpstart New York's shovel-readiness and increase its attractiveness to large employers, including high-tech manufacturing, particularly semiconductor manufacturing, interstate distribution and logistics businesses, and

WHEREAS, The program will help diversify New York State's economy while propelling new investments for businesses, communities and job creation, and

WHEREAS, Oneida County has submitted a Letter of Intent to ESDC with the intent to apply for up to $25,500,000 in NYS funding for the site and infrastructure development of the Triangle Site, and

WHEREAS, The +278-acre Triangle Site is among the most strategic development opportunities in the state with respect to its size, geography, and potential to play a critical supporting role in the growth of Marcy Nanocenter, White Pine Commerce Park, and the Griffiss UAS Test Site, and

WHEREAS, The development of the Triangle Site aligns well with NY State's intent to expand and attract advanced industries, and

WHEREAS, The proposed project includes the extension/upgrading of water, sewer, natural gas, electric service, telecom, and transportation improvements, and

WHEREAS, Oneida County will partner with Griffiss Local Development Corporation, NYS DOT, Mohawk Valley EDGE, and public/private utility providers for the purposes of project planning and implementation, and

WHEREAS, The Oneida County Department of Planning will serve as the administrator of the grant with technical assistance from Mohawk Valley EDGE, and

WHEREAS, The proposed application, if successful will allow Oneida County to request up to $25,500,000 in funding for infrastructure development of the Triangle Site, therefore, be it hereby

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

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

RESOLVED, That the County Executive is hereby authorized to execute such documents as may be required in order to implement the program if the application is approved and enter into agreements with beneficiaries of the funds.

APPROVED:

DATED:

Adopted by the following vote:
AYES NAYS ABSENT

Griffiss International Airport

660 Hangar Road, Suite 223
Rome, NY 13441
Telephone: 315-736-4171 / Fax: 315-736-0568

ANTHONY J. PICENTE JR.
County Executive

EDWARD ARCURI
Commissioner of Aviation

FN 20 23-397
AIRPORT
WAYS & MEANS

November 21, 2023

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

RE: Lease Agreement - MVCC Lease in Nose Dock 782

Dear County Executive Picente:

Please consider acceptance of this lease agreement between Oneida County and Mohawk Valley Community College for the use of space in Nose Dock 782 at Griffiss International Airport. The lease agreement is for a period of ten years, commencing on January 1, 2024 and ending on December 31, 2033, and provides space for the College's Airframe and Powerplant Technology Program. The revenue for the entire term is $500,000.00.

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

Sincerely,

Department of Aviation
Commissioner
Edward A. Arcuri
Commissioner of Aviation

RECEIVED
NOV 27 2023

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

Anthony J. Picente, Jr.
County Executive

Date 11-22-23

156

Oneida Co. Department: Aviation

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

ONEIDA COUNTY BOARD OF LEGISLATORS

Name of Proposing Organization: Mohawk Valley Community College
1101 Sherman Drive
Utica, New York 13501

Title of Activity or Service: Lease

Proposed Dates of Operation: January 1, 2024 to December 31, 2033

Client Population/Number to be Served:

Summary Statements

1) Narrative Description of Proposed Services: This is a lease agreement for approximately 22,000 sq. ft. of space in Nose Dock 782, 645 Bomber Drive, Rome NY. The lease is for ten years.

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

3) Program Design and Staffing N/A

Total Funding Requested: N/A - Revenue **Account #**

Oneida County Dept. Funding Recommendation: $$500,000.00 in revenue

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

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments:

Anthony J. Picente Jr.
Oneida County Executive

Amanda L. Cortese-Kolasz
Commissioner of Personnel

ONEIDA COUNTY
DEPARTMENT OF PERSONNEL

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501-2986
Phone: (315) 798-5726 ♦ **Fax:** (315) 798-6490

October 19, 2023

FN 2023-348

PUBLIC SAFETY

WAYS & MEANS

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

Re: Creation of Title Communications Manager

Dear County Executive Picente:

Attached for your review and approval is correspondence from Edward Stevens, Emergency Services Director, requesting addition of the title Communications Manager to the Oneida County Classification Plan. Also attached is a copy of the job specification that outlines the responsibilities and duties for the position.

Director Stevens has identified the need for this title to have an employee dedicated to the special assignment of supervising all training of Public Safety Telecommunicators. This position carries with it increased responsibility, authority and independence above and beyond that of a Supervising Public Safety Telecommunicator. Director Stevens has provided greater detail regarding this need in his letter.

I recommend that the salary for the title Communications Manger be set at Grade 36D, Step 4, starting at $58,242. No new positions are requested at this time.

If you concur, please forward this request to the Board of Legislators and ask that they set the salary for the title Communications Manger at Grade 36D, Step 4, starting at $58,242 at their December meeting. As always, I am available to address any questions or concerns either you or the Board may have regarding this matter.

Respectfully submitted,

Amanda L. Cortese-Kolasz

Amanda L. Cortese-Kolasz

Enclosures

cc: Edward Stevens, Emergency Services Director
County Attorney

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

Anthony J. Picente, Jr.
County Executive

Date 11-3-23

ONEIDA COUNTY
DEPARTMENT OF EMERGENCY SERVICES
FIRE COORDINATOR
911 CENTER
STOP DWI PROGRAM

ANTHONY J. PICENTE, JR.
County Executive

EDWARD STEVENS
Director

120 Base Road • Oriskany, New York 13424
Phone: 315-765-2526 • Fax: 315-765-2529

September 5, 2023

Amanda Cortese -Kolasz
Oneida County Commissioner of Personnel
Oneida County Executive
800 Park Ave.
Utica New York, 13501

Dear Commissioner Kolasz,

This letter is to request to have the position and title being staffed by a Supervising Public Safety Telecommunicator assigned as the training supervisor within Emergency Services upgraded to Communications Manager. This position is located in the Department of Emergency Services and is currently classified as a Supervising Public Safety Telecommunicator. This position is given the special assignment of Training Supervisor. The current pay grade for a Supervising Public safety Telecommunicator is 33D starting at $52,287.00 with no additional compensation for the duties related to the special assignment. The proposed pay grade for the position of Communications Manager would be 36D starting at $58,242.00. This grade step is commensurate with the pay grade of the position of CAD Administrator which had been upgraded from a Supervising Public Safety Telecommunicator on a previous date.

In 2011 when the special assignment of Training Supervisor was made it involved the need to address the oversight and coordination of the training of new employees going through the training program, and continuation of training for current employees. With the changes in technology and the addition of a number of programs and initiatives the position is regularly assigned responsibility for making recommendations and decisions with a degree of authority and independence not typical of other Supervising Public Safety Telecommunicators. This position requires one to learn new technologies and otherwise update their skills so that the same duties can be performed using new methods. These factors have all contributed to a significant increase in workload for this position.

Many of the duties that were originally assigned will still be performed by this position, however the level of complexity and the degree of involvement and independence of action has increased. The duties and responsibility of the position have expanded as a result of the Department of Emergency Services continued growth to include achieving being recognized as the State of New York's first accredited Emergency Services agency as well as the New York State Sheriff's Association PSAP accreditation. This designation alone added to the duties and responsibilities of this position. The person in this position is responsible to not only be aware of the current sixty-one accreditation standards, but any changes related to these standards. The person in this position also monitors the day-to-day activities to ensure the standards are being met and the proper documentation is being kept for the accreditation review. They in

turn make staff aware of the changes and make suggestions for modification to policies and procedures. With the current addition of the County of Oneida initiated "Nurse Navigator Program" the positions responsibilities have again expanded. Outside of the typical work activities listed for the Department of Emergency Services Training Supervisor this position manages those day-to-day activities of the communications center and its staff while also acting as an advisor to supervisors on operational matters. This position has taken on the task of establishing work schedules and assignment for the communication center and its staff. The position has also become critical in the implementation of policies and procedures and overseeing the department's quality assurance program. All of the aforesaid being in addition to the duties outlined in the description of the Training Supervisor. Below is a Description of duties for which the position of Communications Manager will be responsible. They include those stipulated for a Supervising Public Safety Telecommunicator and that of the assignment of Training Supervisor with a description of the additional duties to be performed in this position.

If I can be of further assistance, please feel free to contact me.

Sincerely,

Edward T. Stevens
Director of Emergency Services

Jurisdictional Class: Competitive
EEO Category: Professionals
Adopted: XX/XX/2023

COMMUNICATIONS MANAGER

DISTINGUISHING FEATURES OF THE CLASS: The incumbent in this class is responsible for managing the day-to-day operations of the Oneida County 911 Center and is responsible for planning, organizing, and supervising the work of all Communications Center staff. The work is performed under the general supervision of the Deputy Directors of Emergency Services and/or the Director of Emergency Services. Immediate supervision is exercised over Supervising Public Safety Telecommunicators, Senior Public Safety Telecommunicators and Public Safety Telecommunicators. The incumbent performs related work as required.

TYPICAL WORK ACTIVITIES: (Illustrative Only)

Manages the day-to-day activities of the communications center and its staff;
Manages current operations of the communications center to promote cooperation and continuity of effort public safety and public service agencies;
Acts as an advisor to supervisors on operational matters;
Establishes work schedules and assignments for the communications center and its staff;
Oversees the departments training program;
Maintains training records and ensures all certifications are up to date;
Oversees the departments quality assurance program and completes call reviews as necessary;
Oversees and maintains the departments Accreditation with the NYS Sheriff's Associations;
Assists in the preparation and implementation of policies and procedures related to the 911 Communications Center;
Prepares correspondence regarding subordinates, including commendations or disciplinary actions as required;
Assists in all personnel matters, including discipline;
Oversees recruitment and retention efforts to include Health and Wellness programs;
Oversees maintenance of telecommunications equipment and directly related accessories necessary to process 911 calls;
Provides direction to Supervising Public Safety Telecommunicators to ensure smooth operation of 911 center;
Disseminates new and/or procedural information to employees;
Prepares a variety of records and reports.
Participates in the promotion of a clean, safe, and healthy work environment and performs related duties as required;
Assists as directed, and performs additional duties as assigned.

Continued...

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS: Thorough knowledge of modern, computerized emergency telecommunications equipment interfacing methods and practices; Thorough knowledge of the application of Federal, State and local laws that pertain to the operations and functions within a communications center; Through knowledge of the functions of Supervising Telecommunicator, Senior Public Safety Telecommunicator and Public Safety Telecommunicators; Thorough knowledge of the geography, political sub-divisions, law enforcement, fire and EMS response areas of the County; Good knowledge of the principles and practices of public administration as they relate to organizational planning, purchasing, and budget preparation and control; Comprehensive knowledge of the application of County and departmental policies, procedures, rules and regulations relevant to the administration and operation of a communications center; Comprehensive knowledge of the functions of the emergency service providers within the County; Ability to function quickly and effectively under various levels of activity and stress; Ability to develop and implement comprehensive public safety communications initial and in service training programs; Ability to effectively direct and supervise subordinate employees; Ability to use tact sound judgement and courtesy when dealing with others; Ability to follow oral and written instructions; Ability to communicate clearly both orally and in writing; Ability to create lesson plans, performance objectives, instruction techniques testing and evaluation techniques and resource availability; Thorough knowledge of accreditation standards as they pertaining to Emergency Services as dictated by the NYS Sheriff's Association and guidelines set forth through NENA (National Emergency Number Association) and APCO (Association of Public Safety Communication Officials) standards; Physical condition commensurate with demands of the position.

MINIMUM QUALIFICATIONS: Either:

(A) Graduation from high school or possession of a high school equivalency diploma **AND** four (4) years of experience as a Supervising Public Safety Telecommunicator; **OR**

(B) Graduation from high school or possession of a high school equivalency diploma **AND** eight (8) years of experience as a Senior Public Safety Telecommunicator.

NOTE: Degree(s) must have been awarded by a college or university accredited by a regional, national, or specialized agency recognized as an accrediting agency by the U.S. Department of Education/U.S. Secretary of Education. If the degree was awarded by an educational institution outside the United States and its territories, the candidate must provide independent verification of equivalency. A list of acceptable companies who provide this service can be found on the Internet at http://www.cs.ny.gov/jobseeker/degrees.cfm. Candidates will be required to pay the evaluation fee.

Adopted: XX/XX/2023