



ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
(315) 798-5900

Susan L. Crabtree
Clerk
(315) 798-5901

James M. D'Onofrio
Majority Leader

Michael J. Hennessy
Minority Leader

COMMUNICATIONS FOR DISTRIBUTION MARCH 12, 2008 (Correspondence relating to upcoming legislation, appointments, petitions, etc)

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Anthony J. Picente Jr.
County Executive



Lucille A. Soldato
Commissioner

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

March 6, 2008

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

RE: 2008-106
(tabled at 2/27
Bd. Mtg)

Dear Mr. Picente:

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

Enclosed is an Amendment to the Purchase of Services Agreement with the City of Utica, Housing Improvement Program contract number 48101 with a term of March 10, 2008 through March 9, 2009. This amendment will add an additional \$ 24,696 to the budget for equipment which will increase the total cost from \$ 464,000 to \$ 488,696. The City of Utica pays 100% of the local share of the contract.

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

Thank you for your consideration.

Sincerely,

Lucille A. Soldato
Commissioner

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

Anthony J. Picente, Jr.
County Executive

Date: 3/6/08

LAS/tms

2008 MAR -6 PM 3:18

RECEIVED
ONEIDA COUNTY LEGISLATURE

2.

Anthony J. Picente Jr.
County Executive



Lucille A. Soldato
Commissioner

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

March 6, 2008

RE: 2008-106

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

Dear Mr. Picente:

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

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

Thank you for your consideration.

Sincerely,

Lucille A. Soldato
Commissioner

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

Anthony J. Picente, Jr.
County Executive
Date 3/10/08

LAS/tms

2008 MAR -6 PM 3:18
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ONEIDA COUNTY LEGISLATURE

3/5/08
48101

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: City of Utica Housing Improvement Program

Title of Activity or Services: Housing Inspection for dwellings in the City of Utica.

Proposed Dates of Operations: March 10, 2008 through March 9, 2009 **Amendment**

Client Population/Number to be Served: All applicants for and recipients of the Department of Social Services.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

To provide a coordinated approach in regards to housing within the City of Utica, to insure safe adequate housing and to prevent the deterioration of housing within the city.

2). Program/Service Objectives and Outcome-

- (1). Improve the quality, affordability and adequacy of the housing for Social Services clients in the City of Utica
- (2). To insure codes compliance and improvement of deteriorating housing in the City of Utica so that public assistance recipients are assured of housing that is safe and will meet the needs of the family.
- (3). To provide a total analysis of all housing stock which would be most likely available to Social Services clients.
- (4). To identify and provide assistance including the establishment of a training program to those tenants who are chronic abusers of Real Estate through the use of Housing Improvement and Home Management Services.
- (5). To identify landlords who are abusing the system and to develop policies and protocols with the Department including possible legal action to correct this problem.
- (6) To provide a more intensive and coordinated approach to ensure or develop adequate housing for Social Services clients.

4.

3). Program Design and Staffing Level -

- 1 Full-time Chief Housing Inspector
- 1 Full-time Senior Housing Inspector
- 6 Full-time Housing Inspectors
- 2 Data Entry Machine Operators
- 1 Senior Account Clerk Typist

Total Funding Requested: \$ 464,000.00 **Original**
 \$ 24,696.00 **Increase**
 \$ 488,696.00 **Amended Cost**

Oneida County Dept. Funding Recommendation: Account #: A6012.49541

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

Federal	50.0 % - \$ 244,348.00
State	25.0 % - \$ 122,174.00
County	0.0 % - \$ 0.00
City	25.0 % - \$ 122,174.00

Cost Per Client Served:

Past performance Served: Initial Contract 11/10/94, Inspections began 2/1/95. The project has been successful in improving the housing for Social Services recipients. The total Budgeted cost of last year's contract was \$ 452,666. The City of Utica is contributing 100% of the local cost of this contract for the fifth year. There is no County share used to support this effort.

O.C. Department Staff Comments: The increase to this contract is for additional equipment in the amount of \$ 24,696.00.

In addition to the services listed in the contract the housing specialists have also supplied the Department Investigative Unit with information regarding inconsistencies in living arrangements and resources while at the same time providing information to services regarding possible neglect or abuse of children or adults.

During 2007 the Codes project received 1,429 referrals from the Department which resulted in 1,144 inspections with the following inspection results, 1,025 were found in compliance, 50 were found to have no serious violations and 69 were reported with serious violations, 5 cases went to court.

Efforts have been stepped up since 2006 with the posting of Not To Be Occupied dwellings of Owner Occupied homes and apartment buildings. Warrants have had to be procured, alternative housing found and time consuming lengthy court cases. In these cases the Contractor has been working closely with Office of the Aging (O of A Coalition Task Force), Adult Protection, The Health Department (Safe Housing Coalition of Central New York) and DSS Emergency Housing.

The following is a list of some of the items inspected by the State Certified Codes Enforcement Officers during Inspections performed by this Contract:

- Smoke Detectors
- Heat/furnaces
- Water
- Electric (all)
- Infestation
- Means of Egress
- Unsafe structures & equipment
- Emergency measures
- Variance Procedures
- Exterior property Areas:
(Sanitation, grading and drainage, sidewalks and driveways, weeds, accessory structures, gates, swimming pools, motor vehicles). Protective treatments (paint, etc.) foundation walls, exterior walls, roofs and drainage, overhangs, stairways, decks, porches, balconies, chimneys and towers, handrails and guards, windows, skylight and door frames, glazing, basement and hatchways.
- Interior Areas:
Interior surfaces, stairs, walking surfaces, hand railings and guards, interior doors, rubbish and garbage.
- Habitable spaces
- Common halls and stairways
- Check for any visible chipping or peeling paint (possible lead)
- Ventilation
- Occupancy limitations
- Food preparations
- Combined spaces
- Toilet rooms
- Plumbing systems and fixtures
- Water system Sanitary Drainage
- Storm drainage
- Heating facilities, degrees, supply
- Mechanical equipment
- Electrical facilities
- Fire-resistance ratings
- Fire protection systems

AMENDMENT

This is to Amend our Purchase of Services Agreement by and between the Oneida Department of Social Services, an Agency of the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York and having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501, (hereinafter called Department), and the City of Utica, with principal offices at City Hall 1 Kennedy Plaza, Utica, New York 13501 (hereinafter called Contractor) regarding the Housing Improvement Program for Social Services clients in the City of Utica.

WHEREAS, the Purchase of Services Agreement number 48101 original budget equipment be increased in the amount of \$ 24,696.

Now Therefore, the Department and the Contractor Agree to Amend the Contract per attached budget,

Date: _____

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

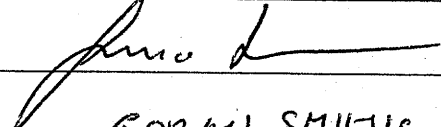
Approved as to Form _____
Oneida County Attorney

Date: _____

Oneida County Department of Social Services: _____
Lucille A. Soldato, Commissioner

Date: 3-6-08

Agency: City of Utica

Authorized Signature: 

Print Authorized Name: GORAN SMILJIC

Title: COMMISSIONER

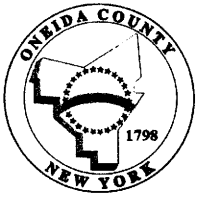
ONEIDA COUNTY - CITY OF UTICA HOUSING INSPECTION PROGRAM
 March 10, 2008 - March 9, 2009

PERSONNEL:

	<u>Original</u>	<u>Amended</u>
TOTAL SALARIES	\$ 358,293	\$ 358,293
BENEFITS 33% of salary	\$ 118,237	\$ 118,237
EQUIPMENT:		
Computer/software/programming	\$ 6,000	\$ 6,000
Vehicle Lease		\$ 24,696
Communications		
Documenting/Storage		
TRAINING		
NY State Required Courses/Training	\$ 1,000	\$ 1,000
ADMINISTRATIVE:	\$ 36,250	\$ 36,250

TOTAL COST	\$ 519,780	\$ 544,476
Over Maximum Allowable	<u>(\$55,780)</u>	<u>(\$ 55,780)</u>
City/County DSS Program TOTAL	\$ 464,000	\$ 488,696
City of Utica Share (25%)	\$ 116,000	\$ 122,174
Federal/State Share (75%)	\$ 348,000	\$ 366,522
(through Oneida County DSS)		

8.



COUNTY OF ONEIDA
OFFICE OF THE COUNTY EXECUTIVE

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

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

March 4, 2008

RE: 7N2008-174

Hon. Gerald Fiorini-Chairman
Oneida County Board of Legislators
800 Park Ave.
Utica, NY 13501

READ & FILED

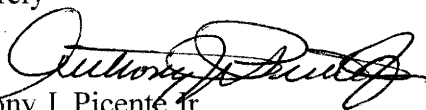
Chairman Fiorini:

This is a revision of the previous appointment letter regarding Mr. James Williams.

A position to the Oneida-Herkimer Solid Waste Authority Board of Directors has expired on December 31, 2007.

Pursuant to Section 2049-cc.4, Title 13-FF of Article Eight of the Public Authorities Law, I am pleased to appoint Mr. James Williams for the remainder of a five (5) year term. Therefore Mr. Williams' term would be effective through December 31, 2011. This appointment does not require legislative approval.

Sincerely


Anthony J. Picente Jr.
Oneida County Executive

Cc: Hans Arnold-Executive Director
Mr. James Williams

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ONEIDA COUNTY LEGISLATURE

2008 MAR -4 PM 12:08

9.



ONEIDA COUNTY BOARD OF ELECTIONS

Union Station ♦ 321 Main St. ♦ 3rd Floor
Utica, New York 13501
Fax: (315) 798-6412

Anthony J. Picente Jr.
County Executive

ANGELA PEDONE LONGO
Democratic Commissioner
(315) 798-5761

PATRICIA ANN DI SPIRITO
Republican Commissioner
(315) 798-5763

February 26, 2008

JN 2008-176

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ONEIDA COUNTY LEGISLATURE
2008 MAR - 6 PM 3: 26

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

INTERNAL AFFAIRS

Dear Mr. Picente,

WAYS & MEANS

It has recently been decided that the HAVA impact on the Oneida County Budget is far more reaching than originally anticipated. In order to keep an accurate accounting of all the expenses which will be incurred it has been decided we should establish a new cost center, Board of Elections - HAVA, cost center A1451. The original 2008 Board of Elections budget did provide some expense accounts to appropriate various expenses for HAVA but these appropriations will be moved to the new cost center, Board of Elections - HAVA. In order to expedite the creation of the new cost center A1451 it is necessary to do some transfers.

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

TO:

Table with 2 columns: Description and Amount. Rows include: AA# A1451.19511-Bd. of Elections-HAVA, Poll Worker Training \$ 25,000; AA# A1451.19512-Bd. of Elections-HAVA, Poll Worker Election Day Fees 235,360; AA# A1451.19513-Bd. of Elections-HAVA, Machine Custodial Fees 67,500; AA# A1451.19514-Bd. of Elections-HAVA, Machine Transportation Fees 43,000; AA# A1451.417 -Bd. of Elections-HAVA, Rent - Lease of Space 5,100; AA# A1451.491 -Bd. of Elections-HAVA, Other Materials and Supplies 30,000; Total: \$ 405,960.

TO:

RA# A1451.A1241-Bd. of Elections-HAVA, HAVA Reimb. from other Governments \$ 405,960

FROM:

Table with 2 columns: Description and Amount. Rows include: AA# A1450.19511-Bd. of Elections-HAVA, Poll Worker Training \$ 25,000; AA# A1450.19512-Bd. of Elections-HAVA, Poll Worker Election Day Fees 235,360; AA# A1450.19513-Bd. of Elections-HAVA, Machine Custodial Fees 67,500; AA# A1450.19514-Bd. of Elections-HAVA, Machine Transportation Fees 43,000; AA# A1450.19515-Bd. of Elections-HAVA, Rent - Lease of Space 5,100; AA# A1450.19516-Bd. of Elections-HAVA, Other Materials and Supplies 30,000; Total: \$ 405,960.

10-



ONEIDA COUNTY BOARD OF ELECTIONS

Union Station ♦ 321 Main St. ♦ 3rd Floor
Utica, New York 13501
Fax: (315) 798-6412

Anthony J. Picente Jr.
County Executive

ANGELA PEDONE LONGO
Democratic Commissioner
(315) 798-5761

PATRICIA ANN DI SPIRITO
Republican Commissioner
(315) 798-5763

FROM:

RA# A1450.A1240-Bd. of Elections-HAVA, HAVA Reimb.to Bd. Of Elections \$ 405,960

We respectfully request this legislation to be acted on in your MARCH 12, 2008 meeting.

Respectfully submitted,

Angela Pedone Longo
Angela Pedone Longo
Commissioner of Elections

Patricia Ann Di Spirito
Patricia Ann Di Spirito
Commissioner of Elections

CC: L. Dillon
J. Timpano
T. Keeler

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

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

Date 3/5/08



ONEIDA COUNTY DEPARTMENT OF LAW

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

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

LINDA M.H. DILLON
COUNTY ATTORNEY

FN2008-177

COURTS, LAWS & RULES

WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 FEB 29 AM 10:21

February 15, 2008

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

RE: Claims Administration-Claims Services, Inc. (CSI)

Dear Mr. Picente:

I enclose herewith the renewal of the contract between Oneida County and CSI for claims administration services. The renewal is for a term of three years at a cost of \$58,340.00 per year, an increase of \$1595.00 over last year's contract.

The Law Department is more than satisfied with the level of service and experience offered by this firm. In addition, the services offered by CSI further satisfy our interests in maintaining an independent source for administration and handling of lawsuits against the County. It is in no small measure due to the expertise of CSI that the County was able to contain the expenditures made from the department's Judgments and Claims account for 2007.

I respectfully request that you forward this agreement for services to the Board of Legislators for their approval.

Thank you for your kind attention to this request for action.

Very truly yours,

Linda M.H. Dillon
County Attorney

Cc: Linda M. Guttridge

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

Anthony J. Picente, Jr.
County Executive

Date 2/19/08

Oneida Co. Department: LAW

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name of Proposing Organization: CSI CLAIMS SERVICES, INC.

Title of Activity or Service: Claims Administrators

Proposed Dates of Operation: JANUARY 1, 2008 and ending DECEMBER 31, 2010

Client Population/Number to be Served:

Summary Statements

1) Narrative Description of Proposed Services: Contractor to provide claims administration and reporting services to the Oneida County law Department

2) Program/Service Objectives and Outcomes: to promptly report and handle incoming tort claims against the County of Oneida; to notify County insurers and access lines of coverage for claims handling.

3) Program Design and Staffing

Total Funding Requested: \$58,340.00

Account #A1930.1951

Oneida County Dept. Funding Recommendation: same

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

Cost Per Client Served:

Past Performance Data: CSI, Inc has handled Oneida County claims for the past two years. The Contractor has met or exceeded the expectations of this Department in claims handling during this period.

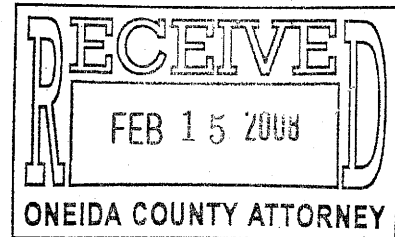
B.

O.C. Department Staff Comments: The Law Department is more than satisfied with the level of service and experience offered by this firm. In addition, the services offered by CSI further satisfy our interests in maintaining an independent source for administration and handling of lawsuits against the County. It is in no small measure due to the expertise of CSI that the County was able to contain the expenditures made from the department's Judgments and Claims account for 2007.



**15 MAPLE DELL, SUITE 4
SARATOGA SPRINGS, NY 12866
PHONE: 518-583-7378
FAX NUMBER: 518-583-7454**

February 11, 2008



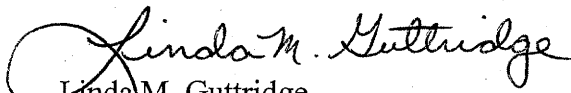
Linda M. H. Dillon
Oneida County Department of Law
800 Park Avenue
Utica, New York 13501

Re: CSI Contract-2008-2010

Dear Linda M. H. Dillon:

Enclosed are the three duplicate originals of the agreement between Oneida County and CSI, Inc. for claims administration services from January 1, 2008 to December 31, 2010. They have been signed and reviewed. Thank you for continuing the contract and I am sure the next three years will proceed as well as the last three.

Respectfully,


Linda M. Guttridge
Administrator

Encs.

15.

CLAIMS ADMINISTRATION AGREEMENT

This Agreement made the ____ day of _____, 2008, by and between **COUNTY OF ONEIDA**, a New York municipal corporation with offices at the County Office Building, 800 Park Avenue, Utica, New York, 13501 (hereinafter referred to as the "County") and **CSI Claims Services, Inc.**, a New York Corporation, with offices at 15 Maple Dell, Suite 4, Saratoga Springs, New York 12866 (hereinafter referred to as the "Contractor")

WITNESSETH

WHEREAS, the County desires to arrange for risk and insurance administration services in accordance terms set forth below, and

WHEREAS, the Contractor possesses the requisite skill, experience, licenses and certifications to provide such services as are set forth in said terms

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

1. The term of this Agreement shall be for a period of three (3) years beginning on January 1, 2008 and ending on December 31, 2010.
2. The County shall pay to the Contractor the sum of Fifty Eight Thousand Three Hundred Forty Dollars (\$58,340.00) for the services provided by the Contractors under the terms of this Agreement. Contractor shall be paid in equal monthly installments totaling Four Thousand Eight Hundred Sixty One and 67/100 Dollars (\$4,861.67) upon presentation to the Oneida County Comptroller of properly completed vouchers.
3. The Contractor shall provide the following claims administration and adjustment services to the County:
 - a. Investigate all tort claims made against the County;
 - b. Provide periodic written reviews and reports on all claims to the County or any required or designated agencies of the County;
 - c. Provide any administrative and clerical work in connection with managing and tracking the claims;
 - d. Vigorously pursue any subrogation and loss recoveries;
 - e. Establish and maintain individual files for each claim, which files shall be the sole and exclusive property of the County;
 - f. Make recommendations regarding payment/adjustment of claims or settlement of claims, losses and other loss adjustment expenses related to claims;

- g. retain and store, at the County's request, any closed claims files for a period of one (1) year, after which such files shall be transferred to the custody of the designated record keeper for the County.
4. The Contractor shall make recommendations and retain defense counsel to represent the County in any proceedings related to such claims. The Contractor shall retain counsel chosen from the County's panel of lawyers/firms, which panel of lawyers is attached hereto as Attachment "A".
5. The Contractor shall monitor and document the status of all County tort claims so as to be able to provide the County with a current status report upon request.
6. This Agreement may be terminated upon thirty (30) days written notice of termination by either party. At such time as either party may elect to terminate the Agreement, all files, documents, reports and other papers related to the tort claims handled by the Contractor under the terms of this Agreement shall be returned to the County along with a final report from the Contractor as to the then current status of each file. At such time as either party may elect to terminate this Agreement, the payments to the Contractor shall be pro-rated as of and to the date of termination.
8. Each party agrees to indemnify the other against any claims, demands, proceedings, actions, damages, costs and expenses incurred as a consequence of its negligence in fulfilling its obligations and responsibilities under the terms of this Agreement.
9. Contractor agrees to meet with the County on reasonable notice and at reasonable times and locations to permit the County to inspect or audit any and all files controlled or supervised by the Contractor under this Agreement.
10. The Contractor may verbally represent to prospective clients that the County is its customer and may list the County as its customer on customer lists provided to prospective clients. Except as provided herein, the Contractor shall not display the County's name in any manner, including, without limitation, for the purpose of promotion, development or acquisition of new business for the Contractor.
11. All notices required herein shall be served on or mailed to the parties at the addresses indicated above or as otherwise agreed upon by the parties hereto.
12. This Agreement, comprised of the above written terms, shall constitute the entire understanding between the County and the Contractor. This Agreement may only be modified by a writing signed by the parties.

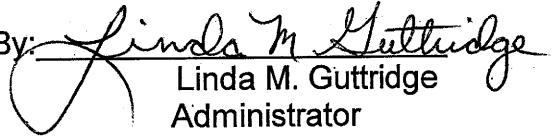
13. This Agreement shall be governed by the laws of the State of New York.

IN WITNESS WHEREOF the County and the Contractor have signed this Agreement on the day and year first above written.

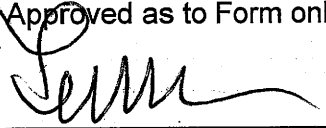
County of Oneida County

Claim Services, Inc.

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

By: 
Linda M. Guttridge
Administrator

Approved as to Form only



County Attorney's Office

18.1

Attachment "A"

Petrone & Petrone, P.C.
1624 Genesee Street
New Hartford, NY 13413
(315) 735-7566

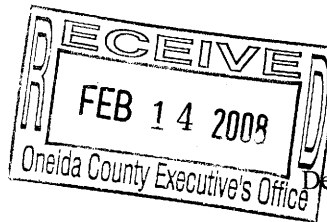
Gorman, Waskiewicz, Gorman & Schmitt
1508 Genesee Street
Utica, NY 13502
(315) 724-2147

Kernan Professional Group
1310 Utica Street
PO Box 750
Oriskany, New York 13424
(315)797-8300

Delbuono & Diodati
23 Genesee Street
Utica, NY 13502
(315)724-5149

Sandra J. DePerno
County Clerk

Diane B. Abraham
1st Deputy Clerk



Deputy County Clerks
Gary Artessa
Nancy Gelfuso
Brenda Breen
Patricia Ferrone
Lynarda J. Girmonde
Mary Bowee

CLERK OF ONEIDA COUNTY

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

Phone: (315) 798-5790 ♦ Fax: (315) 798-6440

7A12008-178

Feb. 14, 2008

INTERNAL AFFAIRS

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 FEB 28 PM 4:22

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

WAYS & MEANS

Dear Tony:

I am requesting the Board of Legislators consideration and approval in reinstating the position of Senior Clerk in the office of Oneida County Clerk-Registrar. When contemplating my 2008 Budget I felt that this position could be deleted without causing a hardship to my office. This position is critical in helping to keep the daily workload current.

I respectfully request A1410 position 15 Senior Clerk be reinstated into the 2008 Budget, the Grade/Step for this position is W12-1 with a Salary of \$18,550. The costs incurred by the reinstatement of this position will be offset by County Clerk Revenues.

Respectfully,

Sandra J. DePerno
Oneida County Clerk

Cc: Pamela Mandryck, Chair of Internal Affairs Committee
Thomas Keeler, Budget Director

Reviewed and Approved for submittal to the
Oneida County board of legislators by

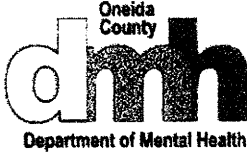
Anthony J. Picente, Jr.
County Executive

Date 2/27/08



Anthony J. Picente, Jr., County Executive Kenneth Abramczyk, Commissioner

RECEIVED
FEB 22 2008
Oneida County Executive's Office



Phone: (315) 798-5903
Fax: (315) 798-6445
Web site: www.ocgov.net
E-mail: mentalhealth@ocgov.net

235 Elizabeth Street
Utica, New York 13501

February 21, 2008

7N2008-179

PUBLIC HEALTH

WAYS & MEANS

RE: 2008 Supplemental Appropriations

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 FEB 28 PM 4: 21

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

Dear Mr. Picente,

The Department of Mental Health has received \$202,986 from the New York State Office of Mental Health for new supported housing beds at Upstate Cerebral Palsy and Catholic Charities. The dept. has also received \$50,800 for a Supportive Case Management Program at Central NY Services from NYS OMH. The New York State Office of Alcoholism and Substance Abuse Services has also awarded \$18,521 in additional state aid to the Insight House. There are no Oneida County dollars associated with this appropriation request.

I am requesting that supplemental appropriations be made to the following expense accounts:

<u>Account No.</u>	<u>Account Name</u>	<u>Amount</u>
A4310.49515	Insight House	\$ 18,521
A4310.49517	Upstate Cerebral Palsy	\$ 75,180
A4310.49519	Central NY Services	\$ 50,800
A4310.49523	Catholic Charities	\$127,806

These expenses will be offset by increases in the following State Aid revenue accounts:

<u>Account No.</u>	<u>Account Name</u>	<u>Amount</u>
A3490	State Aid - OMH	\$253,786
A3493	State Aid - OASAS	\$ 18,521

Thank you for your cooperation and attention to this request. As always, should you have any questions, please contact me at any time.

Sincerely,

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

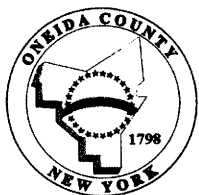
Anthony J. Picente, Jr.
County Executive

Linda M. Nelson
Acting Commissioner

Date 2/27/08

Cc: Tom Keeler, Budget Dept.

20



COUNTY OF ONEIDA
OFFICE OF THE COUNTY EXECUTIVE

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

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

February 26, 2008

7/1 2008 180

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

READ & FILED

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 FEB 28 PM 4: 21

Honorable Members:


Pursuant to Section 1942 of the New York State Public Authorities Law, which law established the Upper Mohawk Valley Memorial Auditorium Authority, I am hereby notifying the Board of Legislators of my appointment of Carl Annese to the governing body of the Authority. Mr. Annese will replace Joseph J. Timpano as a County Executive appointed member of this board.

Mr. Annese is a valued member of the Town of Marcy community, serving as the President of the Marcy Chamber of Commerce and as a member of the Town's Planning Board.

The state enactment specifically provides that the County Executive's three appointments to the Authority Board do not require Board confirmation, however, I would ask that the appointment of Mr. Annese be placed in your general communications for the Board's information.

Thank you.

Very truly yours,


Anthony J. Picente, Jr.
Oneida County Executive

Cc: Hon. Richard A. Flisnik
Louis Steppello, Chairman

21.

ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY

Scott D. McNamara
District Attorney

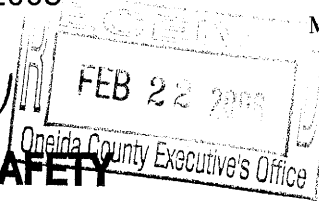
Michael A. Coluzza
First Assistant

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

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

February 15, 2008

7N12008-181



PUBLIC SAFETY

WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 FEB 28 PM 4:21

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

Dear Mr. Picente:

The Oneida County Police Benevolent Association, Inc. has requested the use of forfeiture funds to purchase ten tasers for their police department.

By this letter, I am requesting your approval as well as that of the Board of Legislators for the following supplemental appropriation from the forfeiture cost center to cover said costs:

TO:
A1162.295 Other Equipment \$10,000.

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

A1207 Law Enforcement, Approp. F.B. Year Forfeitures \$10,000.

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

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

Thank you for your time and assistance in this matter.

Sincerely,

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

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

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

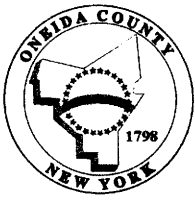
Date 2/27/08

22.

The Honorable Anthony J. Picente, Jr.
February 15, 2008
Page Two

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

23.



COUNTY OF ONEIDA
OFFICE OF THE COUNTY EXECUTIVE

ANTHONY J. PICENTE JR.

County Executive
ce@ocgov.net

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

February 22, 2008

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 FEB 28 PM 4:20

7N2008-182

WAYS & MEANS

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

Honorable Members:

During the process of preparing for the closing of the County's accounting records for 2007, deficit balances were identified in a number of employee fringe benefit accounts that will necessitate transfers of funds. The transfers are fully covered by surplus funds in the 2007 budgets of other related accounts and will not require the use of funds from the Fund Balance. In all but a few instances these transfers are made from unencumbered balances in other appropriation accounts within the respective departments.

The shortages in a small number of departmental Health Insurance accounts are the result of an evolving workforce, both with respect to the number of employees in each department and in the Health Insurance coverage that the employees elect. An increase of over \$500,000 in our N.Y.S. Retirement Fund contribution caused shortages in several departmental Retirement accounts.

Due to the need to close the accounting records for 2007, I ask that these transfers be acted upon at the **March 12th meeting**. I therefore request your Board approval for the following **2007** fund transfers:

TO:

AA# A1165.810 - District Attorney Office, Retirement.....	\$	7,727.
AA# A1312.860 - Finance-Real Property Tax Services, Health Insurance.....		9,209.
AA# A1430.860 - Personnel, Health Insurance.....		3,004.
AA# A1620.810 - Buildings & Grounds, Retirement		11,424.
AA# A1620.830 - Buildings & Grounds, Social Security.....		8,537.
AA# A1620.860 - Buildings & Grounds, Health Insurance		5,101.
AA# A3113.860 - Sheriff - Special Initiatives, Health Insurance		5,049.
AA# A3115.810 - Sheriff - Civil, Retirement		12,643.
AA# A3117.810 - Sheriff - Court Attendants, Retirement.....		13,787.
AA# A3120.810 - Sheriff - Law Enforcement, Retirement.....		10,806.
AA# A3142.810 - P.I.N.S. Diversion Program, Retirement.....		6,389.
AA# A3150.810 - Sheriff - Jail Inmates, Retirement		65,339.
AA# A5620.810 - Department of Aviation, Retirement.....		17,157.
AA# A6010.830 - Social Services Administration, Social Security.....		5,856.
AA# A6015.810 - Home Energy Assistance Program, Retirement.....		22,291.
AA# A6015.830 - Home Energy Assistance Program, Social Security		6,122.
"A" Fund Total:		\$ 210,441.

24

TO, continued:

AA# D3310.810 - Traffic Control, Retirement..... \$ 8,884.
AA# D5110.830 - Maintenance of Highways & Bridges, Social Security..... 8,922.
"D" Fund Total: \$ 17,806.

AA# G8140.860 - W.P.C.-Industrial Program, Health Insurance..... \$ 9,488.
"G" Fund Total: \$ 9,488.

AA# J6298.830 - T.A.N.F.-Utica, Social Security \$ 11,733.
AA# J6300.830 - Workforce Development Administration, Social Security..... 6,242.
"J" Fund Total: \$ 17,975.

FROM:

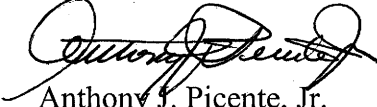
AA# A1165.860 - District Attorney Office, Health Insurance \$ 7,727.
AA# A1311.860 - Finance-Treasury, Health Insurance..... 9,209.
AA# A1480.860 - Health Insurance Administration, Health Insurance 3,004.
AA# A1620.850 - Buildings & Grounds, Unemployment Insurance 3,569.
AA# A1998.810 - Contingent Account, Retirement..... 46,075.
AA# A3117.860 - Sheriff - Court Attendants, Health Insurance..... 13,787.
AA# A3120.860 - Sheriff - Law Enforcement, Health Insurance..... 10,806.
AA# A3140.810 - Probation Office, Retirement 6,389.
AA# A3150.860 - Sheriff - Jail Inmates, Health Insurance 60,324.
AA# A5620.860 - Department of Aviation, Health Insurance 17,157.
AA# A6010.840 - Social Services Administration, Workers Compensation 5,856.
AA# A6013.810 - Medicaid Administration, Retirement 13,866.
AA# A6014.810 - Welfare Employment Reform Programs, Retirement 12,672.
"A" Fund Total: \$ 210,441.

AA# D5020.830 - Engineering, Social Security \$ 8,180.
AA# D5110.810 - Maintenance of Highways & Bridges, Retirement 9,626.
"D" Fund Total: \$ 17,806.

AA# G8130.860 - W.P.C.-Sewage Treatment, Health Insurance..... 9,488.
"G" Fund Total: \$ 9,488.

AA# J6293.830 - Summer Youth Employment Program, Social Security..... \$ 9,879.
AA# J6300.860 - Workforce Development Administration, Health Insurance..... 8,096.
"J" Fund Total: \$ 17,975.

Respectfully submitted,


Anthony J. Picente, Jr.
Oneida County Executive

AJP:gpb
CC: County Attorney
Comptroller
Budget Director
Affected Department Heads



ONEIDA COUNTY

DEPARTMENT OF FINANCE

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

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

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 FEB 14 PM 3:34

February 11, 2008

7N2008-183

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

INTERNAL AFFAIRS

WAYS & MEANS

Dear Mr. Picente:

On Thursday, February 7, 2008, the Oneida County Finance Department received bids on various tax delinquent properties. Attached, please find a list of the highest bid offers received that evening. We recommend full Board consideration of the attached bids for approval and respectfully request that you forward same at your earliest opportunity.

Winter conditions typically require early attention to enhance remediation opportunities, and as such, we would also request full Board action by March 12th, if possible.


26

We would also like to personally thank the county maintenance staff and county sheriff's office for providing security, as well as County Legislator Les Porter who generously donates his time as auctioneer. Undoubtedly, this program would never achieve its current level of success without Les' help and assistance.

Sincerely yours,


Anthony Carvelli
Commissioner of Finance

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


Anthony J. Picente, Jr.
County Executive

Date 2/14/08

AC/bad

cc: Gerald Fiorini, Chairman, Oneida County Board of Legislators
Linda M. H. Dillon, County Attorney
File

26.

February 7, 2008 Auction
Bidders List

Bid No.	Owner's Name	Tax Map #	CD	Town	Pad #	Bidder	BID AMT	Taxes Due
08-01-06	BRUZZESE, PHILLIP	1600 319.053-2-53	QX	Utica	46	Ayanoglou, David & Thecharis, Georgopoulos	\$2,750.00	\$5,923.78
08-01-07	BURGESS, HOLLY	2289 362.000-1-39.2	TS	Augusta	30	DePausuale, Thomas A	\$1,500.00	\$4,186.85
08-01-08	CHARD, DOROTHY	3900 68.000-1-8	NX	Forestport	1	Furmanski, David	\$1,000.00	\$376.26
08-01-11	CRONISER, BARRY J	4400 278.000-2-46.1	RA	Marcy	84	CC Enterprises Inc	\$17,000.00	\$5,074.21
08-01-12	DEUTCH BANK / MILES, C	6200 296.016-1-1	ME	Verona	31	NRL East LLC	\$700.00	\$943.51
08-01-13	DINING WILLIAM L	6800 287.000-2-20.2	MX	Westmoreland	31	NRL East LLC	\$2,000.00	\$3,634.09
08-01-15	EDIC ALBERTA	6003 324.009-1-1	KY	Vernon/V Vernon	29	Coe, Daryl	\$3,500.00	\$1,602.90
08-01-16	ESCH, BETTY JONES	3900 67.000-3-11.1	LF	Forestport	1	Furmanski, David	\$1,600.00	\$522.42
	FALCONE N & A	1301 243.015-1-6	MP					
08-01-17	FALCONE N & A	1301 243.015-1-7	NI	Rome	75	Schachtler Contracting Inc	\$200.00	\$1,083.18
	FALCONE N & A	1301 243.015-1-8	OB			Shaver, Adam P.	\$500.00	\$59,308.46
08-01-18	FELLONE, ALBERT	6401 252.007-1-21	LN	Vienna/ V Sylvan Beach	57	Sarah's Bridge Rail	\$41,000.00	\$6,287.52
08-01-19	FURGOL ROSE MARIE	7007 305.018-2-11	MZ	Whitestown/V NY Mills	41	Montgomery, D.T. Mark	\$100.00	\$510.95
08-01-20	GRAF, PAUL	3900 2.003-2-19.3	PY	Forestport	23	Carollo, Michelle	\$1,800.00	\$1,757.15
08-01-23	HULL JEFFREY A	6200 254.000-1-38.7	UE	Verona	32	NRL East LLC	\$1,100.00	\$560.44
08-01-26	KOROGODA VASILY	4889 338.008-2-24	UH	New Hartford	31	Shepard, Roy	\$500.00	\$3,435.82
08-01-28	LEON JOHN	6200 309.015-1-31	MI	Verona	17	Russell Johnson Jr. Holdings LLC	\$44,000.00	\$12,453.19
08-01-29	LUNDRIGAN PATRICIA	6200 269.000-2-45	PK	Verona	87	NRL East LLC	\$1,300.00	\$1,198.45
08-01-30	MAIDA JANETTE E	5889 161.003-1-25	QE	Trenton	31	NRL East LLC	\$1,200.00	\$436.96
08-01-32	MCCOY JANETTE LETSON	6600 136.004-1-51	MU	Western	31	NRL East LLC	\$1,100.00	\$3,030.84
08-01-36	MULCHY, THOMAS	3200 307.000-1-21	HW	Deerfield	31	Hernandez, Jose	\$8,000.00	\$13,049.84
08-01-37	NEIL CARSON	7001 276.018-1-3.1	OV	Whitestown/V Oriskany	33	DePausuale, Thomas A	\$7,000.00	\$1,725.97
08-01-38	NELLENBACK, VALERIE	2689 22.000-1-40.2	MK	Boonville	30	Ayanoglou, David & Thecharis, Georgopoulos	\$800.00	\$1,342.45
08-01-41	P-TILE INC	3600 208.000-1-21	IO	Floyd	46	Bassette, Kellen	\$1,500.00	\$2,376.96
08-01-42	RAYHILL, THOMAS	1600 318.039-2-42	RB	Utica	92	Seymour, Edward	\$3,000.00	\$3,984.10
08-01-44	ROSER BRUCE	6200 255.000-2-6.1	MN	Verona	37	Shaver, Adam P.	\$600.00	\$961.62
08-01-45	ROTUNDO LUCILLE ANN	6401 236.016-1-4	NB	Vienna/ V Sylvan Beach	57	Schachtler Contracting Inc	\$3,000.00	\$3,291.90
08-01-46	SEHN GERALD F SR	4689 373.000-2-20	MW	Marshall	75	O'Dell, Lawrence & Mary	\$2,100.00	\$2,362.18
08-01-48	STANDEN ALFRED	6600 153.000-1-34	LI	Western	13	Cuozzo, Alexandro	\$18,000.00	\$6,076.72
08-01-50	TARNACKI EDWARD	6489 215.000-2-8.1	QR	Vienna	61	Ayanoglou, David & Thecharis, Georgopoulos	\$3,900.00	\$2,835.49
08-01-52	TOLPA ANDREW J	1600 318.054-2-34	QJ	Utica	46	Rioper, Joseph	\$6,000.00	\$2,556.47
08-01-53	TOWER TRIPP JR	6800 302.004-1-1.2	JO	Westmoreland	45	Paolletti, Cailin	\$1,600.00	\$463.75
08-01-55	WATKINS RAYMOND	6600 117.000-1-19	NT	Western	8	Pitniak, Ronald	\$2,400.00	\$700.93
08-01-56	WEBB JACK	6489 164.000-1-21.8	TE	Vienna	2			

27



ONEIDA COUNTY DEPARTMENT OF LAW

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

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

LINDA M.H. DILLON
COUNTY ATTORNEY

7N 2008-184 (1)(2)

March 3, 2008

Hon. Gerald J. Fiorini
Chairman
Board of Legislators
Oneida County
800 Park Avenue
Utica, New York, 13501

WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE

RE: Tax Exempt Bonds-Colorado Educational and Cultural Facilities Authority (the "Authority")

Dear Mr. Fiorini:

The County has been contacted by counsel for the above referenced Colorado Public Authority requesting that the Board of Legislators hold a public hearing on and pass a resolution approving of the proposed issuance of tax exempt obligations by the CECFA for the benefit of the Educational Media Foundation, a California nonprofit corporation (the "Borrower"), which operates a non-commercial radio station (WRCK) using a certain radio tower that is installed within Oneida County, New York (near Deerfield, New York). (see letter attached)

The radio tower relating to the station is located north of the intersection of Smith Hill Road and Grace Road near Deerfield, New York. After discussing the Project with Corporation Counsel of the City of Utica, we understand that this location is within the jurisdiction of Oneida County.

In order to complete this tax-exempt financing and initiate the Project in Oneida County, the Borrower needs your assistance in meeting certain tax law requirements including the following:

First, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), requires that a public hearing be held in the area where the project being financed with the tax-exempt obligation is located, at least 14 days after publication of notice in accordance with the Code requirements.

2008 MAR -4 AM 10:08

RECEIVED
ONEIDA COUNTY LEGISLATURE

28.

Second, the Code requires that a public body such as the County Board of Legislators of Oneida County formally approve the issuance of the Obligation.

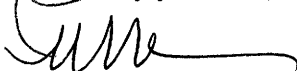
To satisfy these tax law requirements, the Borrower requests the Board to cause the public attached notice to be published, hold a public hearing and pass the resolution approving the Obligation. As you may know, the public hearing mandated by the Code only requires the Board to give interested parties the right to make statements about the Project or the Obligation and does not require the Board to conduct a debate or make a determination on the merits of the Project. The approval given by the Board is merely needed to meet the Code requirements. Such approval by the Board **does not** obligate the County or any town or city in the County to make any payments with respect to the Obligation, nor will the Obligation become the indebtedness of the County or any town or city in the County. The forms of the public notice and the proposed Board resolution are attached herewith. The Borrower will cover the cost of publishing the public notice.

I respectfully request that the Board pass a resolution on **March 12, 2008** providing for the posting of the legal notice and the holding of a public hearing by the Board of Legislators on Monday, March 31, 2008 at 10:00 am in the Oneida County Board of Legislator Chambers, 10th floor, Oneida County Office Building. Thereafter, at the Board's **April 16, 2008** regular session, the Board may consider the resolution approving of the issuance of the bonding in accordance with Section 147(f) of the Internal Revenue Code.

I will be available to answer any questions posed by the Board in this regard.

Thank you for the Chair's kind attention to this request for action.

Very truly yours,



Linda M.H. Dillon
County Attorney

Cc: Hon. Anthony J. Picente, Jr.

encl.

**NOTICE OF PUBLIC HEARING IN CONNECTION WITH
THE ISSUANCE BY THE
COLORADO EDUCATIONAL AND CULTURAL FACILITIES AUTHORITY
OF ITS TAX EXEMPT OBLIGATION FOR THE
BENEFIT OF THE EDUCATIONAL MEDIA FOUNDATION
IN THE AGGREGATE PRINCIPAL
AMOUNT OF APPROXIMATELY
\$52,000,000**

PUBLIC NOTICE IS HEREBY GIVEN that a public hearing will be held by the [Oneida County Board of Legislators at [Oneida County Office Building, 800 Park Avenue, Utica, New York 13501], on March [], 2008, at or about [] : [] A.M./P.M.] on the proposed issuance by the Colorado Educational and Cultural Facilities Authority (the "Authority") of its Tax-Exempt Obligation for the benefit of Educational Media Foundation, a California nonprofit corporation (the "Borrower"), in the aggregate principal amount of approximately \$52,000,000 (the "Obligation") for the purposes of: (a) refinancing the cost of acquiring a Federal Communications Commission (FCC) non-commercial license to operate a radio station (WRCK) assigned to the City of Utica, New York, by the FCC that offers contemporary Christian music, public affairs programming, public service announcements and personal counseling by phone to listeners (the "Facilities"), and (b) paying certain costs of issuance of the Obligation, including initial costs of any credit enhancement.

The radio tower relating to the Facilities is located north of the intersection of Smith Hill Road and Grace Road near Deerfield Heights, New York, in Oneida County, New York. The proceeds of the Obligation will be loaned to the Borrower and the Borrower will be the owner, operator and manager of the Facilities.

Interested persons are invited to attend the public hearing which will be the only public hearing held prior to the consideration by the Oneida County Board of Legislators of the resolution authorizing the issuance of the Obligation for the proposed purposes set out above.

DATED: March [], 2008
ONEIDA COUNTY BOARD OF LEGISLATORS, NEW YORK

[Publish no less than 14 days prior to the hearing date]

RESOLUTION

WHEREAS, Educational Media Foundation, a California nonprofit corporation which operates a non-commercial radio station located north of the intersection of Smith Hill Road and Grace Road near Deerfield Heights, New York, in the Oneida County, New York (the "Borrower") has requested the Colorado Educational and Cultural Facilities Authority (the "Issuer") to issue its Tax-Exempt Obligation for the benefit of the Borrower, in the aggregate principal amount of approximately \$52,000,000 (the "Obligation"); and

WHEREAS, the proceeds of the Obligation will be used for the purposes of: (a) refinancing the cost of acquiring a Federal Communications Commission (FCC) non-commercial license to operate a radio station (WRCK) assigned to the City of Utica, New York, by the FCC that offers contemporary Christian music, public affairs programming, public service announcements and personal counseling by phone to listeners and (b) paying certain costs of issuance of the Obligation.

WHEREAS, in order to achieve interest savings, the Borrower desires that the Obligation be issued in compliance with the requirement of the Internal Revenue Code of 1986, as amended (the "Code") so that interest on the Obligation will be excludable from the gross income of the holders; and

WHEREAS, Section 147(f) of the Code requires, as a condition to receiving tax-exempt treatment of the interest on the Obligation, that an authorized, elected representative approve the Obligation and the County Board of Legislators of Oneida County, New York (the "Board"), constitutes such an authorized, elected representative; and

WHEREAS, it is deemed necessary and advisable that this Resolution be adopted; and

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF LEGISLATORS OF ONEIDA COUNTY, NEW YORK, AS FOLLOWS:

Section 1: The issuance of the Obligation by the Issuer in an aggregate amount not to exceed \$52,000,000 is hereby approved.

Section 2: Such approval shall be solely for the purposes of Section 147(f) of the Internal Revenue Code of 1986, and Oneida County, New York, shall have no liabilities for the payment of the Obligation nor shall any of its assets be pledged to the payment of the Obligation.

Section 3: This Resolution shall take effect and be in full force immediately after its adoption by the Board.

THIS RESOLUTION HAVING BEEN DULY CONSIDERED AND VOTED UPON
WAS PASSED AND APPROVED THIS ___ DAY OF _____, 2008.

BOARD OF LEGISLATORS OF ONEIDA
COUNTY, NEW YORK

ATTEST:

_____, [County Clerk]

By: _____
_____, [Chairman]



ONEIDA COUNTY BOARD OF ELECTIONS

Union Station ♦ 321 Main St. ♦ 3rd Floor
Utica, New York 13501
Fax: (315) 798-6412

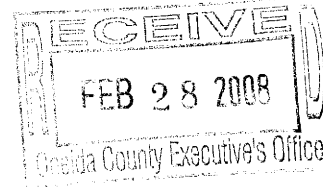
Anthony J. Picente Jr.
County Executive

ANGELA PEDONE LONGO
Democratic Commissioner
(315) 798-5761

PATRICIA ANN DI SPIRITO
Republican Commissioner
(315) 798-5763

February 26, 2008

FN 2008-185



2008 MAR -4 PM 2:38
RECEIVED
ONEIDA COUNTY LEGISLATURE

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

INTERNAL AFFAIRS

Dear Mr. Picente,

WAYS & MEANS

It has recently been discovered that during the budget process an additional charge for the NTS Data Software was not included in the original budget due to error. Our budget does include the original \$29,888 yearly fee for the software, but this amount did not include the \$8,000.00 charge for maintenance and support for this software. This software is required by New York State for voter connectivity in the statewide voter registration data required by New York State.

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

TO:
AA#A1450.493 Maintenance, Repair & Service Contracts.....\$8,000.00

FROM:
AA#A1992.9 Budget/Special Items-Contingent, Salaries.....\$8,000.00

Respectfully submitted,

Angela Pedone Longo
Angela Pedone Longo
Commissioner of Elections

Patricia Ann Di Spirito
Patricia Ann DiSpirito
Commissioner of Elections

cc: L. Dillon
J. Timpano
T. Keeler

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

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

Date 3/3/08

33.

ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY

Scott D. McNamara
District Attorney

Michael A. Coluzza
First Assistant

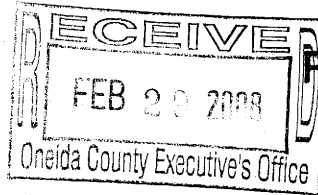
Kurt D. Hameline
Timothy P. Fitzgerald
Laurie Lisi
Paul J. Hernon
Joseph A. Saba
Grant J. Garramone

Dawn Catera Lupi
First Assistant

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

February 28, 2008

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



7N2008-186

PUBLIC SAFETY

Dear Mr. Picente:

WAYS & MEANS

The Oneida County District Attorney's Office was again successful in obtaining a grant from the New York State Division of Criminal Justice Services. The grant is in the amount of \$32,082.00. The grant period is from April 1, 2007 through March 31, 2009. The grant money will be used for training seminars, law license renewals and any other miscellaneous expenditure made by an Assistant District Attorney's. There are no matching county funds required.

By this letter, I am hereby requesting a supplemental appropriation in the amount of \$32,082.00 for the 2008 fiscal year to be appropriated as follows:

TO:

AA-A1165.495125 - District Attorney - Other Exp. \$32,082.00

This supplemental appropriation is fully supported by unanticipated revenue in:

RA - A3041 - District Attorney - Impact Grant \$32,082.00

If you acquire any further information, please contact me.

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

Anthony J. Picente, Jr.
County Executive

Date 3/3/08

Sincerely,

Scott D. McNamara
Oneida County District Attorney

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 MAR -4 PM 2:37

cc: Thomas B. Keeler, Budget
Sheryl Brown, Audit & Control
Linda Dillon, County Attorney

34.

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

NICHOLAS A. DEROSA
DIRECTOR OF HEALTH

ADMINISTRATION

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



Public Health
Prevent. Promote. Protect.

7/2008-187

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 MAR -4 PM 2:38

February 27, 2008

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

PUBLIC HEALTH

WAYS & MEANS

Dear Mr. Picente:

The Women, Infants, and Children (WIC) program provides services to income eligible clients who are at nutritional risk. At the January 30, 2008 Oneida County Board of Legislators' meeting a WIC Nutritionist position was created and established in the Public Health Department. This transfer will provide the necessary funds to support this position.

We are therefore requesting the following transfer for the 2008 fiscal year.

From: A4082.195 – Other Fees & Services.....	\$ 33,145
Total:	\$ 33,145
To: A4082.101 – Salaries.....	\$21,056
A4082.810 – Retirement.....	2,139
A4082.830 – Social Security.....	1,611
A4082.840 – Workers' Compensation.....	611
A4082.850 – Unemployment Insurance.....	53
A4082.860 - Health Insurance.....	7,675
Total:	\$33,145

Please request the Board to act on the above mention at their earliest convenience.

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

Sincerely,

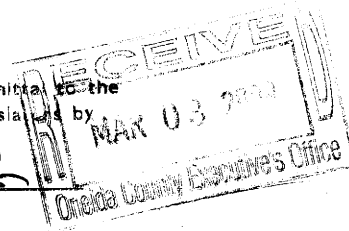
Nicholas A. DeRosa
Nicholas A. DeRosa
Director of Public Health

Cc: T. Keeler, Director of Budget

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

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

Date 3/4/08



35.

ONEIDA COUNTY DEPARTMENT OF HEALTH

Date: 02-27-08

ONEIDA COUNTY BOARD OF LEGISLATORS

APPROPRIATION / SUMMARY

Appropriation _____
Transfer **X**
Fiscal Year: 2008

1.) Appropriation or Transfer Description –

TO:

A4082.101 – Salaries	\$21,056
A4082.810 – Retirement	2,139
A4082.830 – Social Security	1,611
A4082.840 – Workers' Compensation	611
A4082.850 – Unemployment Insurance	53
A4082.860 – Health Insurance	7,675

Total: \$33,145

2.) Activity or Service –

The WIC Program, a grant funded program, provides services to income eligible clients who are found to be at nutritional risk. Nutrition education, vouchers for special food packages, and health care referrals serve as an adjunct to good health care for pregnant, breast-feeding and postpartum women, infants and children from birth to age five.

2.) Client population to be served –

The WIC program provides services to income eligible clients who are found to be at a nutrition risk. The program provides supplemental foods, nutrition education and referrals to health and human services to the target population during critical times of growth and development. In an effort to provide services, the WIC program operates 14 sites in Oneida County. In 2007 the WIC program maintain a monthly caseload of 6,000 participants.

36

3.) Explanation of Appropriation /Transfer –

This transfer will support legislation passed on January 30, 2008 that created a WIC nutritionist position to assist in maintaining the monthly caseload.

5.) Funding Source

These services are 100% reimburse through the New York State Department of Health.

Oneida County Department Staff Comments:

37.

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

NICHOLAS A. DEROSA
DIRECTOR OF HEALTH

ADMINISTRATION

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



Public Health
Prevent. Promote. Protect.



RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 MAR -4 PM 2:39

7N2008-188

PUBLIC HEALTH

WAYS & MEANS

February 13, 2008

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

Dear Mr. Picente:

Re: Memorandum of Understanding

Attached are three (3) copies of a Memorandum of Understanding between Oneida County Health Department and the Oneida County Health Coalition.

As you are aware, Oneida County Health Department works closely with the Oneida County Health Coalition, which is comprised of Health Department staff and members of the community to better assess the health needs of citizens residing in Oneida County. This Memorandum of Understanding identifies responsibilities of each party.

If this Memorandum meets with your approval, please sign and forward to the Board of Legislators for approval.

Oneida County Health Department appreciates the opportunity to work with the Health Coalition for the betterment of our community and its citizens.

Sincerely,

Nicholas A. DeRosa
Director of Health

attachments
ry

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

Anthony J. Picente, Jr.
County Executive

Date 3/8/08

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Administration

NAME AND ADDRESS OF VENDOR: Nicholas A. DeRosa, Director of Health
The Adirondack Bank Building
185 Genesee Street
Utica, New York 13501

VENDOR CONTACT PERSON: Nicholas A. DeRosa, Director of Health

DESCRIPTION OF CONTRACT: This is a Memorandum of Understanding

SUMMARY STATEMENTS: The purpose of this Memorandum of Understanding is to have the Oneida County Health Department and the Oneida County Health Coalition come together in partnership to work to improve the public health system to better meet community needs, utilize our network structure to increase information sharing, inform, educate and engage our community, assure competency and ongoing professional development of healthcare workers. The Oneida County Health Coalition is made up of members of the community representing many areas of the healthcare system.

PREVIOUS CONTRACT YEAR: N/A

THIS CONTRACT YEAR: February 1, 2008 through February 1, 2009

NOTE: This is a Memorandum of Understanding only. No monies are being expended.

SIGNATURE: Nicholas A. DeRosa, Director of Health

DATE: March 4, 2008

MEMORANDUM OF AGREEMENT

ONEIDA COUNTY HEALTH DEPARTMENT

and

ONEIDA COUNTY HEALTH COALITION

This Memorandum of Agreement, effective on _____, 2008, pertains to the relationship between the Oneida County Health Department (hereinafter referred to as OCHD) and the Oneida County Health Coalition (hereinafter referred to as OCHC).

Whereas, the OCHD is a department of the Oneida County Government and as such is charged with oversight and assessment of the health needs of the citizens residing in Oneida County.

Whereas, the OCHC is a partnership of community health agencies working in collaboration to promote health and quality of life for the people of Oneida County.

Whereas, the OCHC and the OCHD agree to work collaboratively, as partners to address the health needs of Oneida County residents and to promote health and wellness to effectively improve the health of those residents.

NOW, be it therefore resolved that the OCHD agrees to the following:

1. Inform the OCHC of health assessment information (data when available) and identified gaps in services related to conditions and/or health threats to Oneida County residents.
2. Assures the OCHC is a partner in the development and/or implementation of the department's strategic plan.
3. Assures the OCHC is a partner in the development and implementation of the Community Health Assessment.
4. Act as a partner in the development and implementation of the OCHC's strategic plan.
5. Provide leadership representation at OCHC Board and General Membership meetings.
6. Provide administrative support for the OCHC, to include clerical and technical support.
7. Provide the OCHC with information related to grant and other funding opportunities apropos to the activities of the OCHC.

NOW, therefore the OCHC agrees to the following:

1. Act as a unified group to address the health needs of Oneida County residents.
2. Board to provide recommendations on public health issues to the Director of Health and when and where necessary, the County Executive and the Public Health Committee.

3. Assures that the OCHD Director and/or designees are partners in the development and/or implementation of the OCHC's Strategic Plan.
4. Provide representation (Chair and/or designees) in the development and implementation of the OCHD's Strategic Plan and Community Health Assessment.
5. Act as advocates for the community in the promotion of community and government intervention when necessary.
6. Notifies the OCHD of any health threat or gap in services as identified by its members or through Coalition activities.
7. Notify the OCHD of change in OCHC leadership within thirty (30)- days following such change.

This Agreement shall be in effect for one (1) year from the date indicated above and will be renewable by letter each year thereafter. Either party may terminate this Agreement with at least ninety (90) days written notice to the other.

This Agreement may be amended only in writing to the addresses shown below and shall supersede any and all written and oral representations previously made.

Nicholas A DeRosa, Director
 Oneida County Health Department
 Adirondack Bank Building – 5th Fl
 185 Genesee St.
 Utica, New York 13501

Janine Carzo, Chair
 Oneida County Health Coalition
 c/o St. Elizabeth FMC
 120 Hobart Street
 Utica, New York 13501

IN WITNESS WHEREOF, each Party hereto as duly elected (OCHC) or appointed (OCHD) agrees to the terms and conditions of this Agreement.

Oneida County Health Department:

Date:

 Nicholas A. DeRosa, Director of Health

Oneida County Health Coalition:

Date:

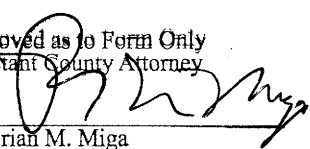
 Janine Carzo, Chair

Chief Executive Officer of Oneida County:

Date:

 Anthony J. Picente, Oneida County Executive

Approved as to Form Only
 Assistant County Attorney

By: 
 Brian M. Miga
 Assistant County Attorney

Oneida County Department of Public Works

ANTHONY J. PICENTE JR.
County Executive

JOHN J. WILLIAMS
Commissioner

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

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

February 14, 2008

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

Dear County Executive Picente,

Since 2000, Oneida County has contracted with Lochner Engineering, P.C., to provide Construction Inspection Services for County funded bridge rehabilitation / replacement projects. The primary objective was to insure compliance with construction plans and specifications and insure a quality end product. Lochner has provided these services to the satisfaction of the County and as a result the quality and of finished projects has noticeably improved.

It is necessary to secure a new agreement for the 2008-2009 construction season. Competitive proposals were not solicited, however Lochner's fee schedule is consistent with other central New York firms (C&S Engineers, Barton & Loguidice, etc.). I am confident that Lochner will continue to perform these services both efficiently and to the same quality standards as on previous projects.

On February 13, 2008 the Oneida County Board of Acquisition and Contract accepted a proposal from Lochner Engineering, P.C., to provide construction inspection services and the enclosed contract for \$100,000 was prepared. Funding would be provided through Capital Project H-374, County Highway Bridge Program (Phase 3). Please consider the enclosed contract at your earliest convenience and if you approve, please present to the Oneida County Board of Legislators for approval.

Thank you for your support in this matter

Respectfully,



John J. Williams
Commissioner of Public Works

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

7N2008-189

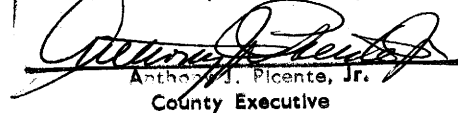
PUBLIC WORKS

WAYS & MEANS

2008 MAR -4 PM 2:39

RECEIVED
ONEIDA COUNTY LEGISLATURE

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



Anthony J. Picente, Jr.
County Executive

Date 3/4/08

Oneida County Department: Public Works

Competing Proposal _____
Only Respondent _____
Sole Source RFP X

Oneida County Board of Legislators Contract Summary

Name of Proposing Organization: **Lochner Engineering, P.C.**
181 Genesee St., Suite 300
Utica, NY 13501

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

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

Summary Statements:

1) Narrative Description of Proposed Services:

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

2) Program/Service Objectives and Outcomes:

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

3) Program Design and Staffing Level:

N/A

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

Oneida County Department Funding Recommendation: **\$100,000.00** Account # **H-374**

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

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

Past Performance Data: **N/A**

Oneida County Department Staff Comments

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

7/12008-170

for

2-27-2008

MEMORIALIZING PETITION

SPONSOR(S): Miller, Mandryck

RE: PETITION ENCOURAGING THE NEW YORK STATE SENATE AND ASSEMBLY TO PASS S.06623 and A.09614

WHEREAS, Police Officers and peace officers serve our community daily, protecting our communities in a number of ways, and

WHEREAS, S.06623 and A. 09614 is pending in the New York State Legislature, and

WHEREAS, This legislation amends the State penal law in regards to aggravated harassment of peace officers and police officers, making such a crime a class E felony,

WHEREAS, This law toughens the penalty for physically attacking such officers, and is intended to reduce physical harm to such individuals, NOW Therefore Be It

RESOLVED, the Oneida County Board of Legislators strongly urges the New York State Legislature to pass S. 06623 and A. 09614, and offers its support for this legislation, and Be It Further

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

LEGISLATORS SUPPORTING PETITION

LEGISLATORS OPPOSING PETITION

David J. ...
Lee ...
James ...
Armed Mandryck
Emil R. Paparella
and us
Mudal ...
David Wilcox
Ed ...

Stephen A. Roefus
Joseph J. Jorgensen
Frank Tallarone
Rose Ann Convestino
Paul Clay
E. Stephenson
Martin J. Kern

The enclosed petition represents the opinion of those members of the Oneida County Board of Legislators signing the same regarding the contents or subject matter of the petition. Under the Rules of the Board, a Legislator may sign said petition or may, in the alternative, elect not to sign the petition. There are 29 members of the Oneida County Board of Legislators.

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

IN 2008-191

for

2-27-2008

MEMORIALIZING PETITION

SPONSOR(S): Joseph, Damsky, Miller, Roefaro, Welsh,

Re: PETITION URGING THE STATE LEGISLATURE TO OPPOSE THE PROPOSED SHIFT OF 100 PERCENT OF THE COST OF JUVENILE DETENTION FACILITIES TO COUNTIES

WHEREAS, The Oneida County Board of Legislators strongly opposes the unprecedented 2008-09 Executive Budget proposal that ends the state/local partnership in funding the costs associated with operating local detention facilities by requiring counties to assume 100 percent of the cost; and

WHEREAS, according to the 2008-09 Executive Budget proposal, effective April 1, 2008, counties will assume the full cost of youth placed by the Family Court in secure and non-secure detention facilities; and

WHEREAS, currently, the State reimburses counties 50 percent for secure and non-secure detention costs but by shifting the cost completely to counties, the State's estimated savings for this initiative is \$35.4 million; and

WHEREAS, the policy rationale behind this cost-shift is the State's recommendation that counties find alternative, diversion programs for these youth, such as community-based solutions, however, there is no possibility of diversion or other community-based alternatives for a youth who has been placed in a secure detention facility; and

WHEREAS, this is an example of a break in a state/local partnership, where local property taxpayers will be directly impacted; and

WHEREAS, at the time of this proposal, the State is currently in the process of closing many of their state owned and operated secure detention facilities, which will result in immediate state savings:

NOW, THEREFORE, BE IT RESOLVED, that the Oneida County Board of Legislators urges the State Legislature to oppose this policy and fiscal shift of 100 percent of the cost of juvenile detention facilities to counties, and to focus on strengthening, not severing, the local/state partnership; and

BE IT FURTHER RESOLVED, That the Clerk of the Board shall transmit copies of this memorializing petition to New York State Assembly Representatives RoAnn M. Destito (D-116), David R. Townsend (R-115), and William Magee (D-111), New York State Senators Joseph Griffo (R-47) and David Valesky (D-49), Governor Eliot Spitzer, New York State Assembly Speaker Sheldon Silver and New York State Majority Leader Joseph L. Bruno

LEGISLATORS SUPPORTING PETITION

LEGISLATORS OPPOSING PETITION

<i>John P. Walsh</i>	
<i>James P. Walsh</i>	
<i>James P. Walsh</i>	
<i>Amelav Mandrych</i>	
<i>Paul R. Paparella</i>	
<i>David Wood</i>	
<i>Michael Brunton</i>	

46-

LEGISLATORS SUPPORTING PETITION

LEGISLATORS OPPOSING PETITION

7 and 115

Norman Leach

David Wilcox

Depts A Ref

Joe Bob

John D. H.

Joseph Jurgel

Frank Tollman

For Ann Cuervo

Will Clay

E. Stephenson

Monty

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

for

2-27-2008

MEMORIALIZING PETITION

7N2008-192

SPONSOR(S): Fiorini, D'Onofrio, Wood, Mandryck, Porter,

**Re: PETITION CALLING ON THE GOVERNOR AND STATE LEGISLATURE
TO END THE PRACTICE OF PASSING COSTS FOR STATE PROGRAMS TO COUNTY
GOVERNMENT AND OUR PROPERTY TAXPAYERS**

WHEREAS, unfunded state mandates shift the responsibility and the cost of implementing programs from the state to the local level and force localities to cut existing services or raise property and other local taxes to achieve the additional requirements; and

WHEREAS, state government leaders have acknowledged that high property taxes are a problem for residents and businesses in New York State, making the state less attractive and less competitive; and

WHEREAS, the Citizens Budget Commission states that local taxes in New York State are 79% higher than the national average and that state laws result in high local tax burdens; and

WHEREAS, the Tax Foundation, based in Washington D.C., reports that nine of the top ten counties nationwide in median real estate taxes as a percentage of median home value are in New York State; and

WHEREAS, the Governor has formed a bipartisan commission to make recommendations on a package of reforms that gets at the root causes of what is driving taxes so high, including looking at unfunded mandates on both school districts and municipalities, proposals on how to make our tax relief system fairer to the middle class taxpayer, and a proposal for a fair and effective cap to hold the line on school district property taxes, with said commission due to report its findings in June of this year; and

WHEREAS, the New York State Association of Counties (NYSAC) has previously recommended that state policy makers should strive to forge a stronger state/local partnership by eliminating unnecessary state requirements, make the state more responsive by requiring state payment of mandates it deems essential and to establish alternative methods for performance and implementation; and

WHEREAS, while awaiting the recommendations of the Governor's commission on ways to reduce the high property taxes in New York State, state policy makers should refrain from making the problem worse by shifting costs from the state's 2008-2009 budget to county budgets and our property taxpayers;

NOW, THEREFORE, BE IT RESOLVED, that the Oneida County Board of Legislators calls on the Governor and State Legislature to end the practice of passing costs for state programs to county government and our property taxpayers; and

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

48.

LEGISLATORS SUPPORTING PETITION

LEGISLATORS OPPOSING PETITION

Michael Spitzer
Lee Forter
Bruce Miller
Carmela Mandryck
Stephen A. Roopero
David Wilcox
Norman Paul
Michael B. Williams

LEGISLATORS SUPPORTING PETITION

LEGISLATORS OPPOSING PETITION

David Wool
Mil R. Paparella

~~David - MS~~
John P. ...
James ...
James ...
Michael ...
John ...
Chad ...
Joseph ...
Frank ...
Jose ...
Michael ...
John ...
Michael ...

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

for

2-27-2008

MEMORIALIZING PETITION

FN 2008-193

SPONSOR(S): Paparella, Leach, Waterman, Flisnik, Wilcox

Re: PETITION URGING THE STATE LEGISLATURE TO OPPOSE THE PROPOSED SHIFT OF THE STATE'S HISTORIC SHARE OF PUBLIC ASSISTANCE TO COUNTIES

WHEREAS, The Oneida County Board of Legislators believes that the 2008-09 Executive Budget has broken a historic, fundamental state/local partnership by proposing to increase the county share of public assistance by two percent, while simultaneously decreasing the state share by two percent; and

WHEREAS, this shift in cost sets a policy from the Governor that mandates local property taxpayers increase their taxes for public assistance, while the State saves itself \$40.5 million per year; and

WHEREAS, since 1938, counties and New York State have equally shared in the cost of public assistance at a 50 percent state, 50 percent local split for this program; and

WHEREAS, the 2008-09 Executive Budget proposes to break this historic state/local fiscal partnership by shifting a portion of the State's cost for the Family Assistance and the Safety Net program; and

WHEREAS, the Governor's proposed budget includes another serious impact to counties by implementing a local share for the cost of carving out two-parent families from the federal work participation rates, by removing the local district hold-harmless provision; and

WHEREAS, this carve-out of the two parent families will save the state approximately \$7.5 million per year, but directly, negatively impact county budgets:

NOW, THEREFORE, BE IT RESOLVED, that the Oneida County Board of Legislators opposes any policy or fiscal initiative like this proposed increase in the local share for public assistance and "two-parent carve-out" that changes the fundamental promise Governor Spitzer made to the counties of New York State about ongoing, historic state and local partnerships; and

BE IT FURTHER RESOLVED, That the Clerk of the Board shall transmit copies of this memorializing petition to New York State Assembly Representatives RoAnn M. Destito (D-116), David R. Townsend (R-115), and William Magee (D-111), New York State Senators Joseph Griffo (R-47) and David Valesky (D-49), Governor Eliot Spitzer, New York State Assembly Speaker Sheldon Silver and New York State Majority Leader Joseph L. Bruno

LEGISLATORS SUPPORTING PETITION

LEGISLATORS OPPOSING PETITION

Emil R. Paparella
Brian D. Miller
James Mandryck
W. J. Wood
Michael Brantley
Richard P. Russo

50

LEGISLATORS SUPPORTING PETITION

LEGISLATORS OPPOSING PETITION

Herald [unclear]

~~Norman [unclear]~~

David Wilcox

Stephen G. [unclear]

[unclear]

Jay [unclear]

[unclear]

[unclear]

Joseph [unclear]

Frank Gallarini

Joe Ann Conventino

Richard [unclear]

[unclear]

Matthew [unclear]

ONEIDA-HERKIMER SOLID WASTE AUTHORITY

BOARD MEMBERS

Donald Gross, Chairman
Neil C. Angell, Vice Chairman
Harry A. Herline, Treasurer
Louls R. Critelli
James M. D'Onofrio

Barbara Freeman
Kenneth A. Long
Robert McLaughlin
David F. Yeaton

Hans G. Arnold, Executive Director
Peter M. Rayhill, Authority Counsel
Jodi M. Tuttle, Authority Secretary

7N2008-194

January 4, 2008

READ & FILED

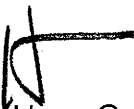
Ms. Susan Crabtree
Clerk
Oneida County Board of Legislators
800 Park Ave.
Utica, NY 13501

Dear Susan:

Please find enclosed for your information and file a copy of the adopted 2008 budget for the Oneida-Herkimer Solid Waste Management Authority. This is being forwarded to you pursuant to Article IX, Section 9.2 of the Authority Bylaws and the Public Authorities Accountability Act of 2005.

If you have any questions, please contact me at (315)733-1224.

Sincerely,



Hans G. Arnold
Executive Director

HGA/jmt

52.

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

NICHOLAS A. DEROSA
DIRECTOR OF HEALTH

ADMINISTRATION

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



Public Health
Prevent. Promote. Protect.

RECEIVED
MAR 04 2008
Oneida County Executive's Office

ONEIDA COUNTY
HEALTH DEPARTMENT
RECEIVED
ONEIDA COUNTY LEGISLATURE
6 MAR - 6 PM 3:26

March 3, 2008

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

7N2008-195

PUBLIC HEALTH

WAYS & MEANS

Dear Mr. Picente:

As you are aware, the New York State Department of Health has awarded the Oneida County Public Health Department the *Primary Prevention Pilot Program*. This award is to support and enhance local efforts to reduce the prevalence of elevated blood levels in children.

In order to implement this pilot program, we are requesting the following supplemental appropriation for the 2008 fiscal year.

To: A4062.109 – Salaries, Other.....	\$ 30,750
A4062.211 – Office Equipment.....	809
A4062.212 – Computer Equipment	1,200
A4062.295 – Other Equipment	18,071
A4062.411 – Office Supplies	4,900
A4062.4163 – Cellular Telephone	200
A4062.455 – Travel & Subsistence	7,838
A4062.491 – Other Materials & Supplies	960
A4062.492 – Computer software & Licenses	600
A4062.495 – Other Expenses	208,228
Total:	\$ 273,556

This appropriation will be supported by revenue in A3412 – State Aid – Childhood Lead Poisoning Prevention for \$273,556.

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

Sincerely,

Nicholas A. DeRosa
Director of Health

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

Anthony J. Picente, Jr.
County Executive

Date 3/5/08

cc: T. Keeler
Director of Budget

53

ONEIDA COUNTY DEPARTMENT OF HEALTH

Date: 02-29-08

ONEIDA COUNTY BOARD OF LEGISLATORS

APPROPRIATION / SUMMARY

Appropriation X

Transfer

Fiscal Year: 2008

1.) Appropriation or Transfer Description –

TO:

A4062.109 – Salaries, Other	\$ 30,750
A4062.211 – Office Equipment	809
A4062.212 – Computer Equipment	1,200
A4062.295 – Other Equipment	18,071
A4062.411 – Office Supplies	4,900
A4062.4163 – Cellular Telephone	200
A4062.455 – Travel & Subsistence	7,838
A4062.491 – Other Materials & Supplies	960
A4062.492 – Computer Software	600
A4062.495 – Other Expenses	208,228

Total: \$273,556

2.) Activity or Service –

The goal of Oneida County Health Department’s *Lead Primary Prevention Grant* is to reduce childhood lead poisoning by targeting high risk housing units for re-mediation. It is hope that these efforts will reduce the overall incidence of lead poisoning in children living in Oneida County.

2.) Client population to be served –

The OCHD has identified specific census tracts and block groups in the zip code 13501 as an “area at high risk for lead poisoning” based on GIS mapping that will be targeted in 2008 for housing interventions. Outreach and education activities on reducing lead poisoning hazards based on GIS mapping will also take place in the City of Rome, Camden, Boonville, Vernon, and Bridgewater in 2008 as part of this grant.

54

3.) Explanation of Appropriation /Transfer -

The OCHD was awarded this grant after the submission of the 2008 County budget, thus it was not included in the original budget package

5.) Funding Source -

These services are 100% reimburse through the New York State Department of Health.

Oncida County Department Staff Comments:

Grant Period: October 1, 2007 through September 30, 2008

55



Anthony J. Picente Jr. County Executive

Linda M. Nelson, Acting Commissioner



Phone: (315) 798-5903
Fax: (315) 798-6445
E-mail: mentalhealth@ocgov.net
Web site: www.ocgov.net

7/12008-196

December 21, 2004

PUBLIC HEALTH

WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 MAR -6 PM 3:27

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

Dear Mr. Picente:

I am forwarding five (5) copies of a Purchase of Services Agreement between the Oneida County Department of Mental Health and Human Technologies Corporation for your review and signature.

Under the terms of this agreement, Human Technologies Corporation will provide the following services: sheltered workshop, advocacy, ongoing integrated supported employment, assisted competitive employment, and Article 31 inpatient clinic services.

The gross amount of this Agreement is \$346,786. **There are no Oneida County generated tax dollars associated with this Agreement.**

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

Sincerely,

Linda M. Nelson
Linda M. Nelson
Acting Commissioner

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by
Anthony J. Picente, Jr.
Anthony J. Picente, Jr.
County Executive
Date 3/5/08

LMN/ser
Enc.

Contract Summary

Oneida County Department of Mental Health Account No: A4310.49518

Name of Proposing Organization: Human Technologies Corporation, Inc.

Type of Activity or Services: Compulsive Gambling Program
Advocacy Program
Integrated Supported Employment

Proposed Dates of Operations: January 1, 2008 through December 31, 2008

Client Population: Adults with a serious and persistent mental illness

Summary Statements:

1.) Narrative Description of Proposed Services:

Under this proposed Agreement, Human Technologies Corporation will provide Compulsive Gambling; Integrated Supported Employment; and Advocacy services. The Compulsive Gambling Program is directed toward individuals and families impacted upon by problem gambling. Treatment and support services will include: group and individual counseling; educational groups; and or a referral to a Gamblers Anonymous (GA) group as indicated by the assessment. The Integrated Supported Employment Program provides follow along and other support services to individuals with a severe psychiatric illness who are attempting to re-enter the competitive job market. The Advocacy program will allow HTC to develop a series of self-help support group for individuals with a psychiatric illness who are also receiving treatment services through their licensed clinic treatment program.

2.) Program:

All programs and services under this Agreement have been reviewed and approved by the Office of Mental Health and/or VESID.

Funding:

Gross Budget \$ 346,786.00

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

NICHOLAS A. DE ROSA
DIRECTOR OF HEALTH

ADMINISTRATION

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



Public Health
Prevent. Promote. Protect.



March 4, 2008

Susan L. Crabtree
Clerk of the Board
Oneida County Office Building
800 Park Avenue
Utica, New York 13501

FN 2008-197

PUBLIC HEALTH

WAYS & MEANS

Dear Ms. Crabtree:

Re: Primary Prevention Pilot Program - 2007
October 1, 2007 – September 30, 2008
C-022645

Request is hereby made to fast track the Primary Prevention Pilot Program Contract between Oneida County Health Department and the New York State Department of Health.

As you may be aware, the County Executive and Public Health Committee has been supportive of our initiatives in obtaining this pilot program. The purpose of this contract is to identify high risk housing as well as expanding high risk areas, continue to inspect and enforce units in the target codes where children with elevated blood lead levels are identified. The term of this agreement shall become effective on October 1, 2007 and remain in effect until September 30, 2008 in the amount of \$273,566. **Therefore, it is requested that this pilot program be put before the Public Health Committee on March 11, 2008 and Ways & Means and Board Meeting on March 12, 2008.**

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

Thank you for your favorable consideration to this matter.

Sincerely,

Nicholas A. DeRosa
Director of Health

attachments
ry

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 MAR -7 PM 3:58

58

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

NICHOLAS A. DEROSA
DIRECTOR OF HEALTH

ADMINISTRATION

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



Public Health
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FN 2008-197

PUBLIC HEALTH

WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 MAR -6 PM 3:27

February 27, 2008

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

Dear Mr. Picente:

Re: Primary Prevention Pilot Program
C-022645

Attached are five (5) copies of the Primary Prevention Pilot Program for the Lead Program between New York State Department of Health and Oneida County Health Department.

The purpose of this contract is to support and enhance local efforts to reduce the prevalence of elevated blood lead levels in children. The term of this agreement is effective October 1, 2007 to remain in effect until September 30, 2008 with reimbursement to Oneida County in the amount of \$273,556. All monies related to this contract are state funds.

If this contract meets with your approval, please sign and forward to the Board of Legislators for approval.

Sincerely,

Nicholas A. DeRosa
Director of Health

attachments
ry

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

Anthony J. Picente, Jr.
County Executive

Date 3/5/08

59

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Primary Prevention Pilot Program – C-022645

NAME AND ADDRESS OF VENDOR: New York State Department of Health
Flanigan Square, 547 River Street
Troy, New York 12180-2216

VENDOR CONTACT PERSON: Michael J. Cambridge, Director
Bureau of Community Environmental Health and
Food Protection

DESCRIPTION OF CONTRACT: To support and enhance local efforts to reduce the prevalence of elevated blood lead levels in children.

CLIENT POPULATION SERVED: Targeted communities or populations, the general public, community-based organizations, child care facilities, children six month to six years of age.

SUMMARY STATEMENTS: The Lead Program provides nursing and environmental services to children with elevated lead levels, age's birth to six years. Program services offered include nursing and environmental home visits, case management, referrals to other services, community outreach, technical and referral services for the medical community, and lead screening clinics for children lacking a primary care provider and/or third party reimbursement.

PREVIOUS CONTRACT YEAR: January 1, 2006 through March 31, 2007

TOTAL: \$152,151

THIS CONTRACT YEAR: October 1, 2007 through September 30, 2008

TOTAL: \$273,556

 NEW X RENEWAL AMENDMENT

FUNDING SOURCE: A3415 Grant Award \$273,556

Less Revenues: _____

State Funds \$273,556

County Dollars – Previous Grant \$ *

County Dollars – This Grant \$ -0-

* - New Grant

SIGNATURE: Nicholas A. DeRosa, Director of Health

DATE: February 27, 2008

60.



ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
(315) 798-5900

Susan L. Crabtree
Clerk
(315) 798-5901

James M. D'Onofrio
Majority Leader

Michael J. Hennessy
Minority Leader

7A2008-199

March 7, 2008

READ & FILED

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

Honorable Members:

I have received 2 letters, one from Legislators Les Porter and George Joseph and another from Legislators Michael Hennessy and Ed Stephenson. Both letters ask for a petition so that legislators will be on record as being in support of Federal funding for the State's Homeland Security Preparedness Center in Oriskany, NY.

I hereby forward this petition on to all legislators for signature at the meeting of **March 12, 2008**.

Respectfully submitted,

Gerald J. Fiorini
Chairman of the Board

APPROVED
ONEIDA COUNTY LEGISLATURE
2008 MAR -7 AM 10:00

61



ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
(315) 798-5900

Susan L. Crabtree
Clerk
(315) 798-5901

James M. D'Onofrio
Majority Leader

Michael J. Hennessy
Minority Leader

March 5, 2008

Chairman Gerald J. Fiorini
Board of Legislators
800 Park Ave.
Utica, NY 13501

Dear Chairman Fiorini,

A number of Legislators have been contacted in regards to supporting requests for federal funding for projects at the New York State Office of Homeland Security's State Preparedness Center in Oriskany, NY. The Training Center will be a valuable asset for first responders and the local community, and I urge you to work to provide a federal investment in advancing this funding.

Oneida County has long been a proponent of the Training Center, providing the site for the facility. We are currently in the process of demolishing various buildings to make room for future plans and expansion. We firmly believe that this facility will grow into a model. And can become the regional training facility for the Northeast.

The Office of Homeland Security is requesting \$1.5 million to support the site development plan and preliminary design process for an Emergency Operations and Joint Information Center, and \$400,000 to obtain a Shoothouse to be used as part of the weapons training complex. Both of these efforts will have direct benefits to first responders and the local economy, as these unique assets will raise the profile of the Training Center and attract first responders from around the State and the region to Oneida County.

The State Preparedness Training Center can represent a positive example of Federal, State and local partnership, and we strongly support the Office of Homeland Security's plan to enhance the Training Center. New York State deserves to have the best first responder training facility in the Northeast, and Federal support for these projects will go a long way towards meeting that goal. To that end, we are proposing a Memorializing Petition in support of such Federal aid.

Thank you in advance.

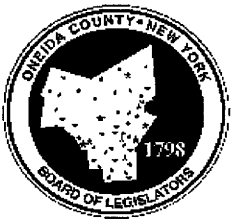
Sincerely,

Les Porter
Chairman-Ways and Means

George Joseph
Chairman-Airport Committee

2008 MAR -5 PM 2:37
RECEIVED
ONEIDA COUNTY LEGISLATURE

62.



ONEIDA COUNTY BOARD OF LEGISLATORS

Michael J. Hennessy, 439 Betsinger Rd., Sherrill, New York 13461 Phone: (315) 363-0307
Edward C. Stephenson, 135 E. Bacon St., Waterville, New York 13480 Phone: (315) 841-8691

March 6, 2008

The Honorable Gerald J. Fiorini, Chairman
Oneida County Board of Legislators
Oneida County Office Building
800 Park Ave.
Utica, New York 13501

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 MAR - 7 AM 10:17

Dear Chairman Fiorini:

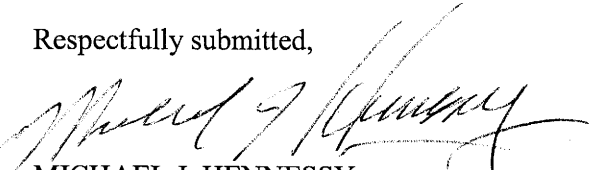
Attached please find a petition in support of federal funding for the New York State Office of Homeland Security's State Preparedness Training Center in Oriskany, New York.

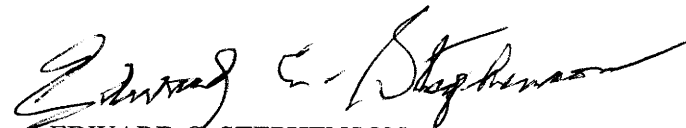
This Training Center located at the former Oneida County Airport will be a valuable asset for first responders and the local community. As it grows, it will be a vital development for our area. The Center has already provided a venue for counter-terrorism and disaster response training to nearly 1,500 first responders from around the State in the short time that it has been operational.

The Office of Homeland Security is requesting \$1.5 million to support the site development plan and preliminary design process for an Emergency Operations and Joint Information Center and \$400,000 to obtain a Shoothouse to be used as part of the weapons training complex. Both of these efforts will have direct benefits to first responders and the local economy, as these unique assets will raise the profile of the Training Center and attract first responders from around the State and the region to Oneida County. The Center will represent a positive example of federal, state and local partnership and provide the best first responder training and facility in the Northeast, and federal support for these projects will go a long way toward meeting that goal. Therefore, we would like to see our Board of Legislators go on record in support of federal funding for the Center.

We would respectfully request that you forward this proposal to the full Board of Legislators for its approval at its March 12th meeting.

Respectfully submitted,


MICHAEL J. HENNESSY
ONEIDA COUNTY LEGISLATOR
2ND LEGISLATIVE DISTRICT


EDWARD C. STEPHENSON
ONEIDA COUNTY LEGISLATOR
3RD LEGISLATIVE DISTRICT

MJH:ECS:p
Enc.

63.



ROANN M. DESTITO
Member of Assembly
116th District

THE ASSEMBLY
STATE OF NEW YORK
ALBANY

CHAIR
Committee on Governmental Operations

COMMITTEES
Aging
Agriculture
Economic Development, Job Creation,
Commerce & Industry
Ways & Means
Majority Steering Committee

February 28, 2008

Hon. Les Porter
9692 Main Street, PO Box 236
Remsen, NY 13438

Dear Hon. Les Porter,

I am writing to enlist your support for our local Homeland Security Training Center located at the former Oneida County Airport. This center, as it grows, will be a vital development for our area. The training center has already provided a venue for counter-terrorism and disaster response training to nearly 1,500 first responders from around the State in the short time it has been operational. The Office of Homeland Security (OHS) will soon begin the next phase of development at the Training Center and we need to express to our federal colleagues its importance as we work to make it the preeminent first responder training facility in the Northeast.

With over 300,000 police, fire and EMS personnel in New York State, and the many other non-traditional responders in and out of the State now requiring preparedness and response training, we envision that there will be a strong interest in the opportunities provided at the Training Center. The influx of trainers and individuals attending multi-day training and exercise programs will not only serve to enhance responder capabilities, it will significantly bolster the local economy as these individuals will patronize area hotels, restaurants and shopping establishments.

OHS is committed to providing the resources necessary to make the Training Center a state-of-the-art facility, but their efforts would be greatly enhanced if they are able to obtain federal funds to help support some of the more unique projects that they have planned. OHS currently have two projects in particular that we are seeking federal funds for: 1) the Emergency Operations and Joint Information Center, and 2) a Shoothouse to be used as part of the weapons training complex to train law enforcement personnel in close quarter combat situations. The Emergency Operations and Joint Information Center will be used both for training purposes and as Oneida County's primary coordination center during potential disasters. OHS is seeking \$1.5 million in federal funding to support the site development plan and preliminary design process. The training center is also seeking \$400,000, the total cost of the Shoothouse. Both projects will be used to train first responders from around the region, making them excellent initiatives for federal support.

I ask you to join me in support of the Homeland Security Training Center. Please feel free to send along the attached letter to our federal representatives. It would also be appreciated if you would forward me a copy of any letters that you send. If you have questions, concerns, or would like an electronic version of the attached letter, please call my Albany office 518-455-5454.

Sincerely,

RoAnn M. Destito
Member of Assembly



64.

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

for

MEMORIALIZING PETITION

SPONSOR(S): Joseph, Porter, Hennessy, and Stephenson

Re: PETITION SUPPORTING FEDERAL FUNDING FOR THE NEW YORK STATE OFFICE OF HOMELAND SECURITY'S STATE PREPAREDNESS CENTER IN ORISKANY, NY

WHEREAS, New York State has established the New York State Office of Homeland Security's State Preparedness Center in Oriskany, NY at the former County Airport; and

WHEREAS, this facility will be utilized as the main training center for all first responders from new York State, and has the potential to become a federally recognized regional training center for the Northeast; and

WHEREAS, Oneida County has long been a proponent of the Training Center, and has provided the site for the facility; and

WHEREAS, The Office of Homeland Security is requesting \$1.5 million in Federal support for a site development plan and preliminary design process for an Emergency Operations and Joint Information Center, and \$400,000 to obtain a Shootouse to be used as part of the weapons training complex; and

WHEREAS, Oneida County's first responders will receive a direct benefit from both proposal; and

WHEREAS, Support for this site must be a federal, state, and local partnership, NOW, THEREFORE, BE IT

RESOLVED, that the Oneida county Board of Legislators strongly supports the State of New York's request for \$1.9 million in federal funding to support their projects; and **BE IT FURTHER**

RESOLVED, that the Board of Legislators urges Oneida County's Federal Representatives to take all necessary steps to secure the funding; and **BE IT FURTHER**

RESOLVED, That the Clerk of the Board shall transmit copies of this memorializing petition to Congressman Michael Arcuri, Congressman John McHugh, Senator, Charles Schumer, Senator Hillary Clinton, New York State Assembly Representatives RoAnn M. Destito (D-116), David R. Townsend (R-115), and William Magee (D-111), New York State Senators Joseph Griffo (R-47) and David Valesky (D-49), Governor Eliot Spitzer, New York State Assembly Speaker Sheldon Silver and New York State Majority Leader Joseph L. Bruno

LEGISLATORS SUPPORTING PETITION

LEGISLATORS OPPOSING PETITION

651

ONEIDA COUNTY



Anthony J. Picente
COUNTY EXECUTIVE

EMERGENCY MANAGEMENT
120 Base Rd * Oriskany, NY 13424

FREDERIC A. VAN NAMEE - DIRECTOR
(315) 765-2526 * Fax (315) 765-2529

March 6, 2008

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

Jan 2008-200

PUBLIC SAFETY

WAYS & MEANS

Dear Mr. Picente:

Oneida County is in receipt of a grant from New York State Division of Criminal Justice Services in the amount of \$ 250,000. These funds shall be used for the Homeland Security effort in Oneida County. These funds are from FY '07 program year and must be expended by June 30, 2010.

Please seek the Oneida County Board of Legislators approval of the acceptance of this grant. Also please ask for the board's approval to increase Capitol Project H-346 (Emergency Preparedness) by \$ 250,000. to allow for the expenditure of these unanticipated funds on our Homeland Security efforts in Oneida County.

There will be no county funds utilized to support this effort. I am available at any time to further discuss this grant should you have any questions.

Sincerely,

Frederic A. Van Namee

Frederic A. Van Namee
Director

CC: T. Keller, Budget
L. Dillon, County Attorney
J. Timpano, audit and Control

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

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

Date *3/7/08*

RECEIVED
ONEIDA COUNTY LEGISLATURE

2008 MAR - 7 PH 12: 29

Wp.



New York State
Office of Homeland Security

DIRECTOR
F. DAVID SHEPPARD

March 03, 2008

Frederic Van Namee
Director
Oneida County Emergency Services
120 Base Road
Oriskany, NY 13438

RECEIVED
MAR 05 2008
Oneida County
Emergency Services

Dear Van Namee:

Enclosed is a contract, along with five additional cover pages, for the FY07 Homeland Security Grant Program between the Office of Homeland Security (OHS) and Oneida County Emergency Services. If your organization accepts the award, please have the contract and the five additional cover pages signed and notarized on the signature line on each of the contract cover pages. The complete contract package, including all six (6) signed original, notarized contract cover pages, must be returned to us no later than March 21, 2008.

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

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

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

Sincerely,


Shelley Wahrlich
Contracts Manager

Enclosures

67.

Oneida Co. Department Emergency Services

Competing Proposal
Only Respondent
Sole Source RFP

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization:

New York State Division of Crimianl Justice Services

Title of Activity or Services: Homeland Security Prepardness

Proposed Dates of Operations: July 1, 2007 - June 30, 2010

Client Population/Number to be Served: Oneida County

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

To enhance the prepardness efforts across Oneida County.

2). Program/Service Objectives and Outcomes

To better protect the residents of Oneida County.

3). Program Design and Staffing Level - No additional staffing

Total Funding Requested: \$250,000.

Oneida County Dept. Funding Recommendation: No local dollars

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

\$250,000.

Cost Per Client Served:

Past performance Served: 4th year of Grant funding

O.C. Department Staff Comments:

68.

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

NYS COMPTROLLER'S NUMBER: C835070
(Contract Number)

ORIGINATING AGENCY CODE: 01077

GRANTEE/CONTRACTOR: (Name & Address)

Oneida County
800 Park Avenue
Utica, NY 13501

TYPE OF PROGRAM(S): WM2007 SHSP
CFDA# 97.067

OHS NUMBER(S): WM07835070

FEDERAL TAX IDENTIFICATION NO: 15-6000460

MUNICIPALITY NO (if applicable): 300100000 000

INITIAL CONTRACT PERIOD:

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

FUNDING AMOUNT FOR INITIAL PERIOD: \$ 250,000

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

MULTI-YEAR TERM (if applicable):

FROM: TO:

CHARITIES REGISTRATION NO:

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

If 'Exempt' is entered above,
reason for exemption: _____

APPENDICES ATTACHED AND PART OF THIS AGREEMENT

- APPENDIX A Standard Clauses required by the Attorney General for all State contracts
- APPENDIX A-1 Agency-Specific Clauses
- APPENDIX B Budget
- APPENDIX C Payment and Reporting Schedule
- APPENDIX D Program Workplan
- APPENDIX X Modification of Agreement Form (to accompany modified appendices
for changes in terms or considerations on an existing period or for renewal periods
- OHS-55 Budget Amendment/Grant Extension Request
- Other - Certification Regarding-Debarment, Suspension, Ineligibility and Voluntary Exclusion

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

NYS OFFICE OF HOMELAND SECURITY


By: _____ Date: _____
William T. Bowen, Assistant Director

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

GRANTEE:

By: _____ Date: _____
Hon. Anthony J Picente, County Executive

STATE OF NEW YORK
County of _____

Approved As To Form
ONEIDA COUNTY ATTORNEY
By: 

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

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

APPROVED:
THOMAS P. DINAPOLI,
STATE COMPTROLLER

Title: _____

Date: _____

By: _____

Date: _____

LA

STATE OF NEW YORK
AGREEMENT

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

WITNESSETH:

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

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

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

I. Conditions of Agreement

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

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

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

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

II. Payment and Reporting

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

III. Terminations

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

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

IV. Indemnification

- A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.
- B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claim, demand or application to or for any right based upon any different status.

V. Property

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

VI Safeguards for Services and Confidentiality

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

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

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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

76.

June, 2006

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STANDARD CLAUSES FOR NYS CONTRACTS

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

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).

4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the

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

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

7. **NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. **SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

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

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

General Terms and Conditions:

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

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

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

Budget Requirements:

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

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

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

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

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

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

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

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

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

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

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

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

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

Appendix C.

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

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

Accounting for Grant Expenditures:

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

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

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

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

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

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

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

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

Federal Requirements:

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

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

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

- ❖ OMB Circular A-102, Grants and Cooperative Agreements With State and Local Governments;
- ❖ OMB Circular A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations;
- ❖ OMB Circular A-122, Cost Principles for Non-Profit Organizations;
- ❖ OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.

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

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

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

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

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

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

Amendment, Suspension, Termination of Contract:

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

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

Availability of Funds:

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

Retention of Records:

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

Appendix B - Project Budget		
<u>DESCRIPTION</u>	<u>GRANT AMOUNT</u>	<u>MATCH AMOUNT</u>
Oneida County		
Personnel		
Overtime Costs for Taining and Backfill	\$70,000	\$0
	\$70,000	\$0
Equipment		
Simulator for Training of Hazmat/WMD Programs	\$15,000	\$0
Generators	\$90,000	\$0
Bridging/Patching/Gateway Equipment	\$75,000	\$0
	\$180,000	\$0
	Grant Total:	
	\$250,000	\$0

**APPENDIX C
PAYMENT AND REPORTING SCHEDULE**

For All Grantees:

1. The Grantee agrees that this is a reimbursement-based contract; an advance may be provided as specified in Appendix D. All requests for reimbursement must reflect actual costs that have been disbursed by the Grantee. Items or services not received are not eligible for reimbursement.

Reimbursement requests need to include the following documents:

- Signed Voucher and Fiscal Cost Report
 - Detailed Itemization Forms or other forms deemed acceptable by OHS of any budgeted category for which reimbursement is requested
 - Written documentation of all required OHS approvals, as appropriate
2. Grantees must submit all required fiscal reports, supporting documentation and program progress reports. Failure to meet these requirements will result in the rejection of associated vouchers. Final vouchers, reimbursement requests and reports must be submitted within 30 days of the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds. The Grantee must also refund all unexpended advances **and** any interest earned on the advanced funds.
 3. If at the end of this contract there remain any monies (advanced or interest earned on the advanced funds) associated with this contract in the possession of the Grantee, the Grantee shall submit a check or money order for that amount payable to the order of the **New York State Office of Homeland Security**. Remit the check along with the final fiscal cost report within 30 days of termination of this grant contract to:

NYS Office of Homeland Security
Federal Fiscal Unit – 7th Floor
State Campus - Building 7A
1220 Washington Avenue
Albany, NY 12242

4. Vouchers shall be submitted in a format acceptable to OHS and the Office of the State Comptroller. Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the Project Budget (Appendix B) and during the contract period. Such voucher shall also be deemed to certify that: a) the payments requested do not duplicate reimbursement from other sources of funding; and b) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Grantee for this program.

5. Fiscal cost reports must be submitted showing grant expenditures and/or obligations for each quarter of the grant within 30 days after the last day of the quarter for the reporting period. They must also show the amount of interest earned to date on any advanced funds.

All submitted vouchers will reflect the Grantee's actual expenditures and will be accompanied by supporting detailed itemization forms or a form deemed acceptable to OHS for personal service, fringe benefit and non-personal service expenditures or other documentation as required, and by a fiscal cost report for the reporting period. In the event that any expenditure for which the Grantee has been reimbursed by grant funds is subsequently disallowed, OHS, in its sole discretion, may reduce the voucher payment by the amount disallowed. If necessary, the Grantee may be required to submit a final budget reallocation.

OHS reserves the right not to release subsequent grant awards pending Grantee compliance with this Agreement.

6. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the Contract Unit of OHS. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. Payment shall be preceded by an inspection period of 15 business days which shall be excluded from calculations of the payment due date for purposes of determining eligibility for interest payments. The Grantee must notify the Federal Fiscal Unit in writing of a change of address in order to benefit from the prompt payment provision of the State Finance Law. When progress reports are overdue, vouchers will not be eligible for prompt payment.
7. Timely and properly completed New York State vouchers, with supporting documentation when required, shall be submitted to:

*NYS Office of Homeland Security
Attention: Contracts Unit
State Office Building Campus – Bldg. 7A
1220 Washington Avenue, Suite 610
Albany, NY 12242*

8. The Grantee will submit program progress reports and one final report to OHS on a prescribed form provided by OHS as well as any additional information or amended data as required.

Progress reports will be due within 30 days of the last day of each calendar quarter or on an alternate schedule as prescribed in Appendix D. Progress reports will be due within 30 days of the last day of the calendar quarter from the start date of the program and the final report will be due upon completion of the project or termination of this Agreement. Calendar quarters, for the purposes of making program progress reports, shall be as follows:

Calendar Quarter	Report Due
January 1 - March 31	April 30
April 1 - June 30	July 30
July 1 - September 30	October 30
October 1 - December 31	January 30

The final report, or where applicable interim progress reports, will summarize the project's achievements as well as describe activities for that quarter.

Appendix D - Program Workplan

This Program will be implemented by: **Oneida County Emergency Services**

Project Goal: Prevent terrorist attacks; Respond to terrorist attacks; Minimize the danger and recover from terrorist attacks.

Objective #1

To provide current NIMS training to the combined HazMat Teams of Utica, Rome and the County to enhance their response capabilities to haz-mat and WMD incidents.

Task # 1

Conduct training courses for fire fighters/haz-mat members.

Performance Measure # 1

Training conducted. Provide brief narrative and report number of personnel trained; roster of attendees maintained on file.

Objective #2

To enhance digital and data radio capability to provide a secure interagency communication capability for County agencies and improve coverage in difficult terrain areas.

Task # 1

Purchase bridging/patching/gateway equipment for County.

Performance Measure # 1

Identify equipment ordered and received. Provide brief narrative on the status of installation and training of personnel. Equipment accountability records are properly maintained.

Objective #3

To support radio and shelter systems by placing generators at critical locations.

Task # 1

Purchase generators to be placed at critical locations for radio and shelter operations.

Performance Measure # 1

Identify equipment ordered and received. Provide brief narrative on the status of installation and training of personnel. Equipment accountability records are properly maintained.

Objective #4

To enhance the capabilities of first responders by providing a variety of simulation training year-round.

Task # 1

Purchase training simulation equipment and software for first responders.

Performance Measure # 1

Identify equipment ordered and received. Provide brief narrative on the status of installation and training of personnel. Equipment accountability records are properly maintained.

94.

Special Conditions

Funds must be used in accordance with the guidelines set forth in the FY 2007 Homeland Security Grant Program (HSGP) application kit. All planning, training and CBRNE exercises and/or equipment purchased with FY 2007 HSGP funds must support the prevention, response and/or recovery goals set forth in New York State's Homeland Security Strategy represented by the list of priorities included in the grant applications and approved investment justifications.

An agenda and meeting minutes will be kept on file for all meetings conducted regarding HSGP-funded activities. Any documents produced as a result of these meetings, such as plans, schedules, or procedures, will also be kept on file and be made available to the NYS Office of Homeland Security (OHS) upon request.

Equipment purchased with grant funds must fall within the allowable equipment categories for the FY 2007 HSGP as listed on the web-based Authorized Equipment List (AEL) on the Responder Knowledge Base (RKB) (<http://www.rkb.mipt.org>). It is the responsibility of the grantee to request a determination of eligibility from the U.S. Department of Homeland Security (DHS), through the NYS Office of Homeland Security (OHS), for any item in question. Unless otherwise stated in the program guidance, equipment must meet all mandatory regulatory and/or DHS-adopted standards to be eligible for purchase using FY 2007 HSGP funds. Any communications equipment purchased with FY 2007 HSGP funds should be Project 25 (P25) compliant (<http://www.safecomprogram.gov/SAFE/COM/grant/default.htm>). In addition, the grantee is required to complete a Communications Plan consistent with the DHS standards, and all communications equipment purchases must support implementation of the plan.

Any non-DHS approved training courses to be supported by this award must be submitted to DHS, through the NYS Office of Homeland Security (OHS), for certification. Any exercises conducted must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). An After-Action Report/Improvement Plan (AAR/IP) will be prepared and submitted to OHS following every exercise, regardless of type or scope. AAR/IPs must conform to the HSEEP format and must be submitted within 60 days of completion of the exercise.

Law enforcement agencies that receive grant funding from OHS must agree to participate in the New York State Intelligence Center (NYSIC) or the New York/New Jersey Regional Intelligence Center (NY/NJ RIC), as appropriate.

Recipient shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Failure of the recipient to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. Recipient shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.



ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
(315) 798-5900

Susan L. Crabtree
Clerk
(315) 798-5901

James M. D'Onofrio
Majority Leader

Michael J. Hennessy
Minority Leader

JN 2008-201

March 11, 2008

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

READ & FILED

Honorable Members:

I am in receipt of a request to circulate a petition from Legislator Michael Hennessy in opposition to the State's reduction in VLT revenues for local municipalities in 2009.

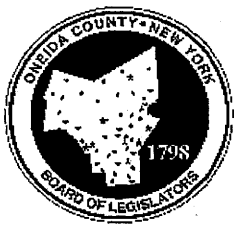
I hereby forward this petition on to all legislators for signature at the meeting of March 12, 2008.

Respectfully submitted,

Gerald J. Fiorini
Chairman of the Board

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 MAR 11 PM 2:50

96



ONEIDA COUNTY BOARD OF LEGISLATORS

Michael J. Hennessy, 439 Betsinger Rd., Sherrill, New York 13461
Home Phone: 363-0307

March 11, 2008

JN 2008-201

READ & FILED

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 MAR 11 PM 1:24

The Honorable Gerald J. Fiorini, Chairman
Oneida County Board of Legislators
Oneida County Office Building
800 Park Ave.
Utica, New York 13501

Dear Chairman Fiorini:


Attached please find a memorializing petition opposing state budget related legislation that would reduce Video Lottery Terminal (VLT) revenues for local municipalities in 2009 and urging the New York State Legislature not to support this reduction.

Unfortunately, this year's state budget proposal calls for a 50% reduction in VLT revenues for local municipalities in 2009. Our local area is economically depressed, and we desperately need this revenue. We are already under the gun because of the Land-into-Trust issue and the inability of the current administration to collect taxes on Oneida Indian Nation enterprises.

We would like to have this Board of Legislators go on record in opposition to this reduction and respectfully ask the State legislature not to support it. Therefore, I would respectfully request that you forward this petition to the full Board of Legislators at the March 12, 2008 meeting.

I would be happy to discuss this with you further at your convenience. Please feel free to contact me if you have any questions or comments.

Respectfully submitted,


MICHAEL J. HENNESSY
ONEIDA COUNTY LEGISLATOR
2ND LEGISLATIVE DISTRICT

MJH:p
Enc.

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

for

MEMORIALIZING PETITION

F.N. 2008-

SPONSOR(S): Mr. Hennessy

RE: PETITION OPPOSING STATE BUDGET RELATED LEGISLATION REDUCING VIDEO LOTTERY TERMINAL (VLT) REVENUES FOR LOCAL MUNICIPALITIES IN 2009 AND URGING THE NEW YORK STATE LEGISLATURE NOT TO SUPPORT THIS REDUCTION

WHEREAS, Vernon Downs is an important economic institution for Oneida County, offering employment, entertainment, and tourism opportunities, and

WHEREAS, Vernon Downs currently is allowed to operate Video Lottery Terminals (VLT) offering an additional draw for visitors and revenue for the track, and

WHEREAS, Unfortunately, this year's state budget proposal calls for a fifty percent (50%) reduction in VLT revenues for local municipalities in 2009, and

WHEREAS, Our local area is economically depressed, and we desperately need this revenue as we are already under the gun because of the Land-into-Trust issue and the inability of the current administration to collect taxes on Oneida Indian Nation enterprises, NOW, THEREFORE BE IT

RESOLVED, That the undersigned members of the Oneida County Board of Legislators wish to go on record in opposition to a budget related proposal that would reduce Video Lottery Terminal (VLT) revenues for local municipalities in 2009, and BE IT FURTHER

RESOLVED, That the undersigned members of this Board of Legislators urge the Members of the New York State Legislature not to support this proposed reduction, and BE IT FURTHER

RESOLVED, That the Clerk of the Board shall transmit copies of this memorializing petition to New York State Assembly Representatives RoAnn M. Destito (D-116), David R. Townsend (R-115), and William Magee (D-111), New York State Senators Joseph Griffo (R-47) and David Valesky (D-49), Governor Eliot Spitzer, New York State Assembly Speaker Sheldon Silver and New York State Majority Leader Joseph L. Bruno, and Senator William J. Larkin, Jr., Chairman of the New York State Senate Committee on Racing, Gaming and Wagering.

LEGISLATORS SUPPORTING PETITION

LEGISLATORS OPPOSING PETITION

98

The enclosed petition represents the opinion of those members of the Oneida County Board of Legislators signing the same regarding the contents or subject matter of the petition. Under the Rules of the Board, a Legislator may sign said petition or may, in the alternative, elect not to sign the petition. There are 29 members of the Oneida County Board of Legislators.

PP.