

ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
(315) 798-5900

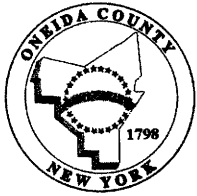
Susan L. Crabtree
Clerk
(315) 798-5901

David J. Wood
Majority Leader

COMMUNICATIONS FOR DISTRIBUTION JUNE 10, 2009
(Correspondence relating to upcoming legislation, appointments, petitions, etc.)

Michael J. Hennessy
Minority Leader

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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

RECEIVED
ONEIDA COUNTY LEGISLATURE
2009 JUN -2 AM 10:28

7N2009-256

May 28, 2009

Oneida County
Board of Legislators
800 Park Ave.
Utica, NY 13501

WAYS & MEANS

Honorable Members:

Pursuant to the Article XX, Section 2005 of the Oneida County Charter, I submit to the Board of Legislators, for your approval, the appointment of the following to serve as Deputy Fire Coordinators:

Jack Nester 7872 Kellogg St., Clinton, NY 13323

Douglas Dean, Jr. 9435 Taberg-Florence Rd., Taberg, NY 13471

I recommend that the term for each appointment be two years and expire on December 31, 2010.

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

Thank you.

Very truly yours,

Anthony J. Picente Jr.
Oneida County Executive

Cc: Fred VanNamee, Emergency Services

Anthony J. Picente, Jr.
County Executive



David Tomidy
Director

Thomas J. Marcoline
Deputy Director



Oneida County Probation Department
321 Main Street, 2nd Floor, Utica, New York 13501

Utica ~ Phone: (315) 798-5914 Fax: (315) 798-6467
Rome ~ Juvenile: (315) 337-0080 Adult: (315) 337-0073
E-mail: probation@ocgov.net · Web Site: www.ocgov.net

Supervisors
Patrick Cady
Paula Mrzlikar
David J. Radell
Rick Sophia

May 28, 2009

7N2009-257

PUBLIC SAFETY

WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
2009 JUN -2 AM 10:27

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

Re: Reclassification and Reinstatement of the
Community Service Coordinator in the
Oneida County Probation Department

Dear Mr. Picente:

The Oneida County Probation Department has operated a Community Service Program since 1983 as sanctioned by Article 65 of the NYS Penal Law and Sections 353.6, 757, and 758-a of the NYS Family Court Act. This Program allows Oneida County Courts with a means of creating a community-based sanction for offenders that return to the community a degree of meaningful retribution and punishment for harm caused by their offenses. This “Restorative Justice” initiative receives partial State Aid. Its successful completion is truly a cost effective alternative to more costly incarceration (\$80 per day).

In 2008, 1,034 defendants were sentenced to perform 82,720 hours of community service. At minimum wage (\$7.15/hr.) this translates to \$591,448 of free labor to the community. Only 46 clients were returned to court for violating their sentence. Our coordinator recruits employers, assigns offenders, and monitors their performance. This is an incredibly busy and crucial position within our office.

Currently this coordinator is designated as a “Paralegal”. We are interested in reclassifying this title to “Probation Assistant” as very little paralegal work is done. Both positions are classified as W25 with a starting salary of \$29,500. Our current employee will be retiring on July 31, 2009. She is at job rate and earns \$52,798 plus fringes. Replacing her with a new employee (Probation Assistant) will result in a savings of \$23,298 plus fringe savings.

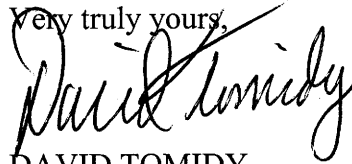
Mr. Anthony J. Picente, Jr.

-2-

May 28, 2009

Therefore, I respectfully request Board approval to create this new job title and approve filling the position on August 6, 2009. This would allow a seamless transition and prevent a crippling backlog. Your support and that of the Board for our programming and efforts are most appreciated.

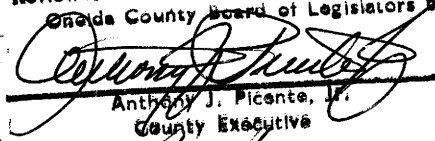
Very truly yours,



DAVID TOMIDY
PROBATION DIRECTOR

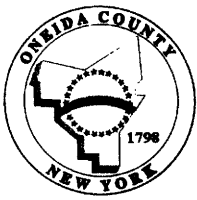
DT:kas

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



Anthony J. Picente, Jr.
County Executive

Date 5/28/09



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

RECEIVED
ONEIDA COUNTY LEGISLATURE
2009 JUN -3 AM 10:53

June 1, 2009

IN 2009-258

INTERNAL AFFAIRS

Oneida County
Board of Legislators
800 Park Ave.
Utica, NY 13501

WAYS & MEANS

Re: Appointment of Commissioner of Personnel

Honorable Members:

I am respectfully requesting that the appointment of John P. Talerico to the position of Commissioner of Personnel be confirmed by the Board of Legislators pursuant to Article XIV, Section 1402, of the Oneida County Charter Grade 43M Step 11 (\$80,389). Mr. Talerico's appointment will be for a term of six years in accordance with the New York State Civil Service Law.

Mr. Talerico has been serving as Commissioner of Personnel since the departure of Mrs. Nickerson. Given his experience and history dealing with labor related matters on behalf of the County, he is, in my opinion, the best fit for appointment to this important post. The appointment of Mr. Talerico also furthers my goal of seeking out and retaining the best and the brightest to serve in County government.

I respectfully request the Board's consideration of this appointment at its earliest opportunity.

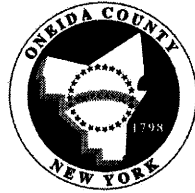
Sincerely,

Anthony J. Picente Jr.
Oneida County Executive

Cc: John P. Talerico

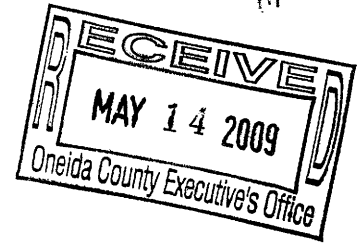
Anthony J. Picente Jr.
County Executive

Lucille A. Soldato
Commissioner



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

RECEIVED
ONEIDA COUNTY LEGISLATURE
2009 JUN -2 AM 10:37



May 14, 2009

JN2009-259

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

HUMAN RESOURCES
WAYS & MEANS

Dear Mr. Picente:

I am requesting to recreate position #199 Data Processing Clerk.

The Data Processing Clerk position is a grade 17, with a step 1 starting salary of \$21,966 under Account #A6010, Data Processing Division – IT. This position will become vacant on May 30, 2009.

This position is responsible for the supervision of 4 Data Entry Operators in the Rome Services office, as well as the entering of case information into state computer systems for payments related to Temporary Assistance, HEAP, Food Stamps, Medicaid, Children's Services, Day Care and Employment.

Total transactions for 2008 were 284,210, which was an increase from 2007 transactions of 235,769.

There are 2 Data Processing Clerk positions, and 15 Data Entry One positions within the Department of Social Services.

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

Respectfully,

Lucille Soldato, Commissioner

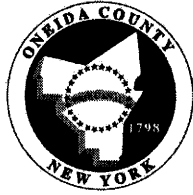
Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive

Date 5/22/09

Anthony J. Picente Jr.
County Executive

Lucille A. Soldato
Commissioner



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

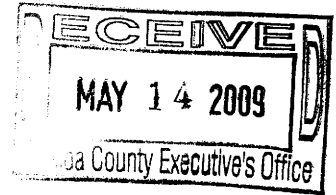
RECEIVED
ONEIDA COUNTY LEGISLATURE
2009 JUN -2 AM 10:35

May 14, 2009

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

7N2009-260

HUMAN RESOURCES
WAYS & MEANS



Dear Mr. Picente:

I am requesting to recreate position # 312 Social Welfare Examiner.

The Social Welfare Examiner position is a grade 17, with a step 1 starting salary of \$21,966, under Account # A6013, Medicaid - Administration. This position will become vacant on June 30, 2009.

This position is located in the Medicaid Division and is responsible to determine eligibility for Medicaid cases.

An average caseload for a Medicaid Examiner in Oneida County is 970 cases. It takes approximately 10 to 12 months before an Examiner is capable of handling a full caseload.

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

Respectfully,

Lucille Soldato
Commissioner

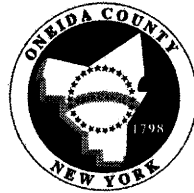
Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive

Date 5/27/09

Anthony J. Picente Jr.
County Executive

Lucille A. Soldato
Commissioner



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

RECEIVED
ONEIDA COUNTY LEGISLATURE
2009 JUN -2 AM 10:36

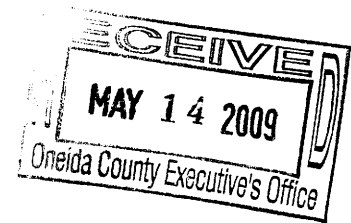
May 14, 2009

FN2009-261

HUMAN RESOURCES

WAYS & MEANS

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



Dear Mr. Picente:

I am requesting to recreate position # 555 Social Welfare Examiner.

The Social Welfare Examiner position is a grade 17, with a step 1 starting salary of \$21,966, under Account # A6013, Medicaid - Administration. This position has been vacant since April 2, 2009.

This position is located in the Medicaid Division and is responsible to determine eligibility for Medicaid cases.

An average caseload for a Medicaid Examiner in Oneida County is 970 cases. It takes approximately 10 to 12 months before an Examiner is capable of handling a full caseload.

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

Respectfully,

Lucille Soldato
Commissioner

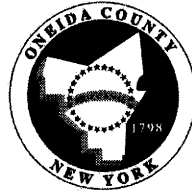
Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive

Date 5/27/09

Anthony J. Picente Jr.
County Executive

Lucille A. Soldato
Commissioner



RECEIVED
ONEIDA COUNTY LEGISLATURE
2009 JUN -2 AM 10:36

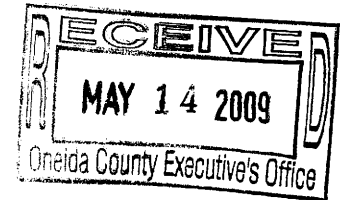
Oneida County Department of Social Services
Office of Commissioner Lucille A. Soldato
County Office Building
800 Park Ave.
Utica, NY 13501

May 14, 2009

7N2009-262

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

**HUMAN RESOURCES
WAYS & MEANS**



Dear Mr. Picente:

I am requesting to recreate position # 284 Social Welfare Examiner.

The Social Welfare Examiner position is a grade 17, with a step 1 starting salary of \$21,966 under Account # A6012, Temporary Assistance – Administration. This position will become vacant on June 15, 2009.

This position is located in the Intake area of Temporary Assistance.

Examiners interview on average 4 to 5 new applications per day and carry caseloads of approximately 120 cases.

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

Respectfully,

Lucille Soldato
Commissioner

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

Anthony J. Picente, Jr.
County Executive

Date 5/27/09

ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY

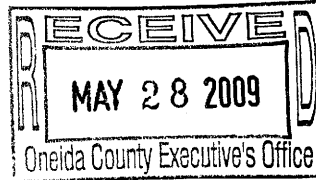
Scott D. McNamara
District Attorney

Michael A. Coluzza
First Assistant

Kurt D. Hameline
Timothy P. Fitzgerald
Laurie Lisi
Paul J. Hernon
Matthew P. Worth
Joseph A. Saba
Grant J. Garramone
Steven G. Cox
Stacey L. Paolozzi
Bernard L. Hyman, Jr.

Dawn Catera Lupi
First Assistant

Todd C. Carville
Robert L. Bauer
Michael R. Nolan
Kurt D. Schultz
Kara E. Wilson
John J. Raspante
Joshua L. Bauer
Patrick F. Scully
Christopher D. Hamelin



May 22, 2009

7N2009-263

PUBLIC SAFETY

WAYS & MEANS

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

Dear Mr. Picente:

Enclosed herewith are documents pertaining to the expenses incurred by this office with regard to the investigation and prosecution of State of New York inmates.

Please review this material at your earliest convenience and forward it to the Board of Legislatures for their review and approval.

If you have any questions, please contact my office.

Thank you.

Sincerely,

Scott D. McNamara
Oneida County District Attorney

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

Anthony J. Picente, Jr.
County Executive

Date 6/2/09

jl

Encs. State Billing 2009 Summary of Cases/Certification
State Aid Voucher
Proposed Resolution

RECEIVED
ONEIDA COUNTY LEGISLATURE
2009 JUN - 2 AM 10:29

**STATE BILLING 2009
SUMMARY OF CASES**

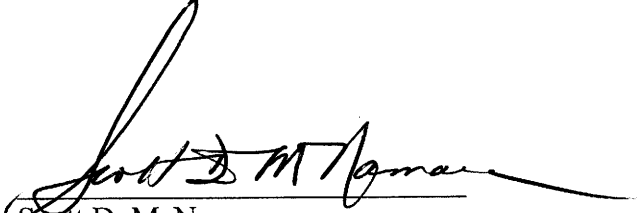
INMATE	TOTAL
Raul Baerga	312.93
William Billups	289.30
Isaiah L. Britton	323.00
Rashida Bubb	80.91
Cieron Coley	222.48
John Davis	157.23
Jemeil Defreitas	229.93
Joseph DeJesus	223.88
Gerald Garcia	327.70
Laryan Hennigan	256.53
Luis Hernandez	182.08
Shawn Lucas	160.39
James Oliver	369.02
Carlos Perez	151.96
Clifford Person	190.69
Jessee Weldon	151.60
Total	\$3,629.63

Time expected on 05/18/09 by Secretary Jennifer Lombard preparing state billing for reimbursement: (2 hours at \$15.68 per hour = \$31.36 plus 30% in fringe benefits = \$40.77)

Total **\$40.77**

Grand Total **\$3,670.40**

I hereby certify that the above expenses were incurred with regard to the investigation and prosecution of the above-entitled matters.


Scott D. McNamara
Oneida County District Attorney

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

DANIEL W. GILMORE, PH.D.
DIRECTOR OF ENVIRONMENTAL HEALTH
SUPERVISOR-IN-CHARGE

ADMINISTRATION

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

May 18, 2009

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

7N2009-264
**PUBLIC HEALTH
WAYS & MEANS**

RECEIVED
ONEIDA COUNTY LEGISLATURE
2009 JUN -2 AM 10:30

Dear Mr. Picente:

Re: C024609

Attached are three (3) copies of a grant between Oneida County through its Health Department and The Office of Children and Family Services – Healthy Families New York Program.

Oneida County Health Department is the lead agency, in partnership with the Family Nurturing Center of Central New York for this national home visiting program. To achieve the goals of preventing child abuse and neglect, promotion of optimal child health and development, and enhanced parental self-sufficiency, services are initiated parentally or until the newborn is 90 days old. After assessment, visits are structured to be intensive in nature and designed to assist overburdened families. Home visits can last up to 5 years, or until a child enters preschool, Head Start, or kindergarten. This program is offered throughout the entire county. In 2008, 3,634 home visits were completed and 999 visits were attempted. This grant will become effect on July 1, 2009 and remain in effect until June 30, 2010 with reimbursement to Oneida County in the amount of \$781,521. This grant is 100% state funded.

Note: this grant is signed by you, as County Executive, electronically. However, the grant does require approval from the Board of Legislators.

Should you require additional information, please contact me.

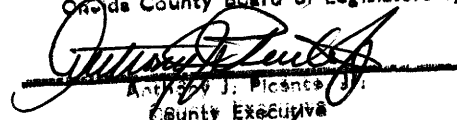
Sincerely,



Daniel W. Gilmore, Ph.D.
Director of Environmental Health/Supervisor-in-Charge

attachments
ry

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



Anthony J. Picente, Jr.
County Executive

Date 5/29/09

CONTRACT SUMMARY SHEET – ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: The Office of Children and Family Services

NAME AND ADDRESS OF VENDOR: The Office of Children and Family Services
52 Washington Street
Rensselaer, New York 12144

CONTACT PERSON: Beatrice Allison, Director of Community Wellness

DESCRIPTION OF CONTRACT: This contract provides for partnership with the Family Nurturing Center of Central New York to allow the Oneida County Health Department – Healthy Families to work together to achieve the goals set forth within the work plan.

SUMMARY STATEMENTS: Oneida County Health Department is the lead agency, in partnership with the Family Nurturing Center of Central New York for this national home visiting program. To achieve the goals of preventing child abuse and neglect, promotion of optimal child health and development, and enhanced parental self-sufficiency, services are initiated parentally or until the newborn is 90 days old. After assessment, visits are structured to be intensive in nature and designed to assist overburdened families. Home visits can last up to 5 years, or until a child enters preschool, Head Start, or kindergarten. This program is offered throughout the entire county. In 2008, 3,634 home visits were completed and 999 visits were attempted.

PREVIOUS CONTRACT YEAR: July 1, 2008 through June 30, 2009

TOTAL: \$781,520

THIS CONTRACT YEAR: July 1, 2009 through June 30, 2010

TOTAL: \$781,521

 NEW X RENEWAL AMENDMENT

<u>FUNDING SOURCE:</u> A3480	\$781,521
Less Revenues:	-0-
State Funds:	\$781,521
County Dollars – Previous Grant	-0-
County Dollars – This Grant	-0-

SIGNATURE: Daniel W. Gilmore, Director of Environmental Health/
Supervisor-in-Charge

DATE: May 18, 2009

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

DANIEL W. GILMORE, PH.D.
DIRECTOR OF ENVIRONMENTAL HEALTH
SUPERVISOR-IN-CHARGE

ADMINISTRATION

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

May 11, 2009

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

7N2009-265
PUBLIC HEALTH
WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
2009 JUN -2 AM 10:31

Dear Mr. Picente:

Re: Immunization Action Plan C-023257

Attached are five (5) copies of a grant between Oneida County through its Health Department and the New York State Department of Health – Immunization Action Plan.

The New York State Immunization Program, in conjunction with the Healthy People Year 2010 goals, seeks to meet or exceed a 90% statewide immunization coverage level for two year old children, to increase awareness of the benefits of adult immunization, to provide for up-to-date education and training for staff members, health care providers and the general public. A liaison with local and regional perinatal hepatitis B program manager will be facilitated in accordance with New York State Public Health Law. The term of this grant will become effective on April 1, 2009 and remain in effect through March 31, 2010 with reimbursement to Oneida County in the amount of \$116,939. This is a 100% state funded grant.

This grant is being submitted for execution after the commencement date as the State grant was not received until May 11, 2009.

PLEASE NOTE: New York State Department of Health requires two (2) copies of this grant must be signed in ink (photocopies and signature stamps will not be accepted) to include notary stamp with notary's original signature and all information completed.

If this grant meets with your approval, please forward to the Board of Legislators. Feel free to contact me should you require additional information.

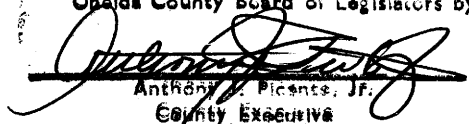
Sincerely,



Daniel W. Gilmore, Ph.D.
Director of Environmental Health/Supervisor-in-Charge

attachments
ry

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



Anthony J. Picente, Jr.
County Executive

DATE 5/29/09

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Diagnostic & Treatment Services (D&T)

NAME AND ADDRESS OF VENDOR: NYS Department of Health
Bureau of Immunization
Room 649, Corning Tower, ESP
Albany, New York 12237-0627

VENDOR CONTACT PERSON: James Antoniak, Health Program Administrator

DESCRIPTION OF CONTRACT: The National Immunization Survey (2007) indicates that 87.2% of children in New York, excluding New York City, are age-appropriately immunized by the age of 24 months. It is the goal of this grant to meet or exceed a 90% statewide immunization coverage level.

SUMMARY OF STATEMENTS: The NYS Immunization Program, in conjunction with the Healthy People Year 2010 goals, seeks to meet or exceed a 90% statewide immunization coverage level for two year old children with 4 DTP, (DTaP), 3 polio, 1 MMR, 3 Hib, and 3 hep B (4:3:1:3:3) immunizations. Other goals are to increase awareness of the benefits of adult immunization against influenza, pneumococcal, HPV, hepatitis A and B, tetanus, diphtheria, pertussis, varicella, measles, mumps, and rubella disease. This grant will also provide access for up-to-date education and training for local health department (LHD) Bureau of Immunization staff members, health care providers and the general public. A liaison with local and regional perinatal hepatitis B program managers to reduce perinatal hepatitis B transmission, in accordance with NYS Public Health Law, Title 10, NYCCRR, Section 2500-e, subpart 69-3 will also be facilitated.

PREVIOUS CONTRACT YEAR: April 1, 2008 through March 31, 2009
TOTAL: \$116,939

THIS CONTRACT YEAR: April 1, 2009 through March 31, 2010
TOTAL: \$116,939

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

<u>FUNDING SOURCE:</u> Grant Award	A3408	\$116,939
Less Revenues:		
State Funds:		\$116,939
County Dollars – Previous Grant		-0-
County Dollars – This Grant		-0-

SIGNATURE: Daniel W. Gilmore, Director of Environmental Health/
Supervisor-in-Charge

DATE: May 11, 2009

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

DANIEL W. GILMORE, PH.D.
DIRECTOR OF ENVIRONMENTAL HEALTH
SUPERVISOR-IN-CHARGE

ADMINISTRATION

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

RECEIVED
ONEIDA COUNTY LEGISLATURE
2009 JUN -2 AM 10:31

JN 2009-266

May 11, 2009

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

PUBLIC HEALTH WAYS & MEANS

Dear Mr. Picente:

Attached are four (4) copies of a grant between Oneida County through its Health Department and the New York State Health Department – Integrated Cancer Services.

The purpose of this grant is to provide and promote utilization of cancer screening services among the priority populations throughout the entire proposed service area, enroll members of the priority populations into comprehensive, age-appropriate breast, cervical and colorectal cancer screening services. Through this grant in 2008, 440 clinical breast examinations, 502 mammograms, 344 pap and pelvic examinations, 62 ultrasounds, 33 colonoscopies, 263 fecal immunochemical tests were conducted. Also in 2008, 26 Gardasil injections were administered. Another important aspect of this grant is that a strong focus is placed on outreach and education to the community, and reaching those who need services. The term of this grant will become effective on April 1, 2009 and remain in effect through March 31, 2010 with reimbursement to Oneida County in the amount of \$262,081. This grant is 100% funded by the New York State Department of Health. This contract is being submitted for execution after the commencement date as the State contract was not received until May 4, 2009.

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

Feel free to contact me should you require additional information.

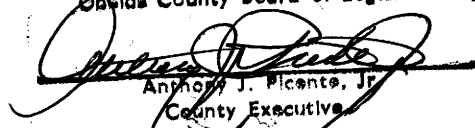
Sincerely,



Daniel W. Gilmore, Ph.D.
Director of Environmental Health/Supervisor-in-Charge

attachments
ry

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



Anthony J. Picente, Jr.
County Executive

Date 5/29/09

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Community Wellness

NAME AND ADDRESS OF VENDOR: New York State Department of Health
Empire State Plaza
Corning Tower, Room 515
Albany, New York 12237-0675

VENDOR CONTACT PERSON: Thomas R. Justin, II

DESCRIPTION OF CONTRACT: Build and maintain collaborative relationships with health, human service, education and other community organizations to provide and promote utilization of cancer screening services among the priority populations throughout the entire proposed service area, enroll members of the priority populations into comprehensive, age-appropriate breast, cervical and colorectal cancer screening services, identify and recruit licensed medical providers throughout the entire service area to join the partnership, ensure that all men and women with abnormal screening results are assessed for their need for case management services, provide leadership, coordinate and administer the program to implement all required activities.

CLIENT POPULATION SERVED: To provide no cost breast and cervical cancer screening to uninsured or underinsured women in Oneida, Herkimer and Madison counties, age 40 and over. Follow-up care and case management is provided for women who need further services.

PREVIOUS CONTRACT YEAR: April 1, 2008 through March 31, 2009

TOTAL: \$278,810

THIS CONTRACT YEAR: April 1, 2009 through March 31, 2010

TOTAL: \$262,081

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

FUNDING SOURCE: A3451 Grant Award

Less Revenues: _____

State Funds: \$262,081

County Dollars – Previous Contract -0-

County Dollars – This Contract -0-

SIGNATURE: Daniel W. Gilmore, Ph.D., Director of Environmental Health/
Supervisor-in-Charge

DATE: May 7, 2009

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

May 20, 2009

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

JW 2009-267
HUMAN RESOURCES
WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
2009 JUN -2 AM 10:32

Dear Mr. Picente:

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

Enclosed is a Purchase of Services Agreement with the House of Good Shepherd for the operation of Non-Secure Detention Services for Oneida County.

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

The program's total budget for 2009-2010 is \$ 785,275 and is 49% reimbursable through New York State Office of Children and Family Services, with a local cost of 51% in the amount of \$ 400,490.

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

Thank you for your consideration.

Sincerely,

[Signature]
Lucille A. Soldato
Commissioner

LAS/tms
attachment

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by
[Signature]
Anthony J. Picente, Jr.
County Executive
Date *5/27/09*

5/19/09
12902

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

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

Title of Activity or Services: Non-Secure Detention

Proposed Dates of Operations: July 5, 2009 through July 4, 2010

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

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

The non-secure detention program will establish 8 beds for youth in need of Detention Services. The Contractor will operate a co-ed 8 bed non-secure facility located at 1606 Sunset Avenue.

2). Program/Service Objectives and Outcomes -

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

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

- 6 Full Time Child Care Workers
- 4 Part Time Child Care Workers
- 2 Full Time Shift Supervisors
- 1 Full Time Senior Child Care Worker
- 1 Full Time Program Manager
- 1 Full Time Relief Child Care Worker
- 1 Part Time Relief Child Care Worker
- 62 % Case Worker
- 20 % Service Coordinator
- 7 % Assoc. Exec. Dir. For Community Services
- 1 Part-time Summer Teacher
- 3 Nurse Practitioner
- 1 Part-time Cook

Total Funding Requested: \$ 785,275

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

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

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

State	49 %	\$ 384,785
County	51 %	\$ 400,490

Cost Per Client Served:

Past performance Served: The Department has contracted with this provider for this service since 1990. The average cost per available day is \$ 268.93. The budget for the year July 5, 2008 through July 4, 2009 was \$ 816,086.

O.C. Department Staff Comments: The costs of other non-secure detention facilities that the Department of Social Services utilizes have higher rates than the daily rates of this contract. Example: Children's Home of Jefferson County current daily rate is \$292.28.



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

RECEIVED
ONEIDA COUNTY LEGISLATURE
2009 JUN -2 AM 10:32

FN 2009-268

PUBLIC WORKS

WAYS & MEANS

May 21, 2009

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

Honorable Members:

I am in receipt of a request from members of the Henry P. Smith Post 24 of the American Legion that the County lease to that Legion Post certain property on which is sited the B-52 aircraft and the ACLM Missile static display.

This Legion Post has been the caretaker of this property for many years and now wishes to enter into a lease agreement with the County to formalize their control over the approximately 2.25 acres of land with a small brick structure located thereon. The lease would be for \$1.00 consideration with a term of five years with an option for the Smith Post to renew for four additional terms of five years each.

I respectfully request that the Board of Legislators approve this lease with the Henry P. Smith Post 24 for the term and consideration cited. This Legion group is best situated to maintain and promote this site for its historical and military significance to Oneida County, particularly our veteran community.

I thank the Board for its kind consideration of this request.

Very truly yours,

Anthony J. Picente, Jr.
Oneida County Executive

Cc: Paul Frye
Mark Laramie

Oneida Co. Department: LAW

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name of Proposing Organization: Henry P. Smith Post 24, American Legion

Title of Activity or Service: Lease of 2.25 acres at Griffiss Business Park, which site currently has the B-52 bomber and Missile static display maintained by the Post.

Proposed Dates of Operation: Original 5 year term. Four opportunities to renew for additional 5 years each

Client Population/Number to be Served:

Summary Statements

1) Narrative Description of Proposed Services see above

2) Program/Service Objectives and Outcomes:

3) Program Design and Staffing N/A

Total Funding Requested: \$00

Account #

Oneida County Dept. Funding Recommendation:

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

Cost Per Client Served:

Past Performance Data:

O.C. Department Staff Comments:

LEASE AGREEMENT

This Lease Agreement dated the _____ day of _____, 2009, by and between the **County of Oneida**, a municipal corporation organized and existing under the laws of the State of New York, with its principal place of business located at 800 Park Avenue, Utica, New York, 13501, hereinafter referred to as "**Lessor**" and the **Henry P. Smith Post 24**, a division of the American Legion, located at 325 Erie Boulevard West, Rome, New York, 13440, hereinafter referred to as "**Lessee**".

WITNESSETH

Whereas, the Lessor is the owner of certain property located at the Griffiss Business Park, more particularly described below, on which is situated a B-52 aircraft and an ACLM Missile static display, and

Whereas, the Lessee wishes to lease from the Lessor this site along with some surrounding property to assist the Lessee in its maintenance and preservation of such aircraft and display, and

Whereas, the Lessor wishes to assist the Lessee in the preservation and promotion of the historical and military significance of this site

NOW THEREFORE, in consideration of the premises and the mutual promises made by the parties hereto, the Lessor and Lessee agree as follows:

1. The Lessor shall let to the Lessee and the Lessee shall lease from the Lessor approximately 2.25 acres of property situated on Perimeter Road in the Outside District of the City of Rome, County of Oneida and State of New York as more particularly set forth and described on Exhibit "A", Description, and Exhibit "B", Map and Survey, both of which exhibits are attached hereto and made a part hereof of this Lease Agreement (the "Demised Premises")
2. The Lessee shall pay to the Lessor the annual sum of One and 00/100 Dollars (\$1.00) for the lease of said 2.25 acres for a term of five (5) years commencing on the date of execution of this Lease Agreement by the parties hereto. The Lessee shall have the right to renew the Lease Agreement for four (4) additional terms of five (5) years each on the condition that the Lessee is, upon the date of any renewal and thereafter, in compliance with all of the terms of the original Lease Agreement and the Demised Premises is being used

for the placement of said B-52 aircraft and said ACLM Missile static display.

3. Lessee may renew this Lease Agreement as provided herein upon written notice to the Lessor at least ninety (90) days prior to the expiration of the term immediately preceding such notice. Said notice must be served as set forth in paragraph 8 below.
4. This lease agreement shall also allow the Lessee the use of a small brick structure existing on the Demised Premises which Lessee may use for the storage of equipment and supplies related to its maintenance and preservation of the B-52 aircraft and the static display however, Lessee agrees that it shall not place or store in such structure any hazardous materials or supplies.
5. Groundskeeping and maintenance of the Demised Premises shall be the sole responsibility of the Lessee. Lessee promises to maintain the Demised Premises in a neat and orderly condition. Lessee further agrees to make all payments related to any utility services provided to the Demised Premises and engendered by the Lessee's occupancy of the Demised Premises for the purposes set forth herein.
6. The Lessee agrees to indemnify and hold harmless the Lessor and the County of Oneida from and against any and all claims, suits and demands for personal injury, including death and property damage, which may arise or be attributable to the negligence or lack of care of the Lessee, it employees, agents and invitees in relation to Lessee's use, occupation and maintenance of the Demised Premises.
7. In the event that the Lessee defaults in the performance of any of the covenants herein, it is mutually understood and agreed that the Lessor may terminate this Lease Agreement and re-enter said premises without resort to judicial process or to any legal remedy available to it.
8. All notices to be served upon Lessee by Lessor or upon Lessor by Lessee shall be in writing and delivered by registered or certified mail. Notices to the Lessors shall be addressed to:

Oneida County Dept. of Public Works
6000 Airport Road
Oriskany, New York, 13424

Attention: Commissioner of Public Works

Notices to the Lessee shall be addressed to:

Henry P. Smith Post 24
American legion
323 Erie Boulevard West
Rome New York, 13440

Attention: Commander

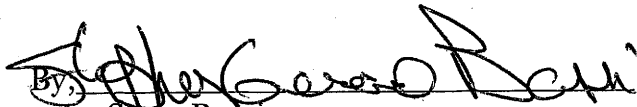
9. No waiver of any breach or breaches of any provision or condition of this lease agreement shall be construed to be a waiver of any preceding or succeeding provision or condition of the lease or breach of same.
10. This lease agreement may be modified or amended only in writing, duly authorized and executed by the Lessor and Lessee. It may not be modified or amended by oral agreements or understandings between the parties.
11. If any part of this lease is invalid or illegal, then only that part shall be void and have no effect. All other parts of the lease shall remain in full force and effect. The captions of the various paragraphs of this lease are for convenience and reference purposes only. They are of no other effect.

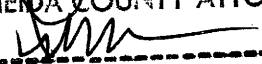
County of Oneida County

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

DATE _____

Henry P. Smith Post 24

By: 
Steve Bassi
Commander

Approved As To Form
ONEDA COUNTY ATTORNEY
By: 

DATE: 5-19-09

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) 793-6247 Fax: (315) 768-6299

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

Smith Post #24 American Legion Lease Area

All that piece or parcel of property situate in the Outside District of the City of Rome, County of Oneida, State of New York and more particularly described as follows:

Beginning at a point located at the intersection of the proposed N.Y.S. D.O.T. northerly right-of-way for the proposed Griffiss Parkway improvement with the intersection of the existing Perimeter Road easterly right-of-way, said point also being 155.80± feet distant northerly measured at right angles from station 4+151.914± (m) of the N.Y.S. D.O.T. survey baseline; thence North 06° 01' 25" West along the existing Perimeter Road easterly right-of-way 238.73 feet to an angle point; thence North 84° 56' 59" East along a proposed lease line 421.81 feet to an angle point; thence South 04° 06' 02" East along a proposed lease line 232.21 feet to an angle point; thence along the first mentioned proposed N.Y.S. D.O.T. northerly right-of-way for the proposed Griffiss Parkway improvement the following two (2) courses and distances:

South 86° 18' 47" West	51.75 feet to a proposed right-of-way angle point; thence
South 83° 43' 30" West	362.26 feet to the Point of Beginning, containing 97,957± square feet or 2.25± acres more or less.

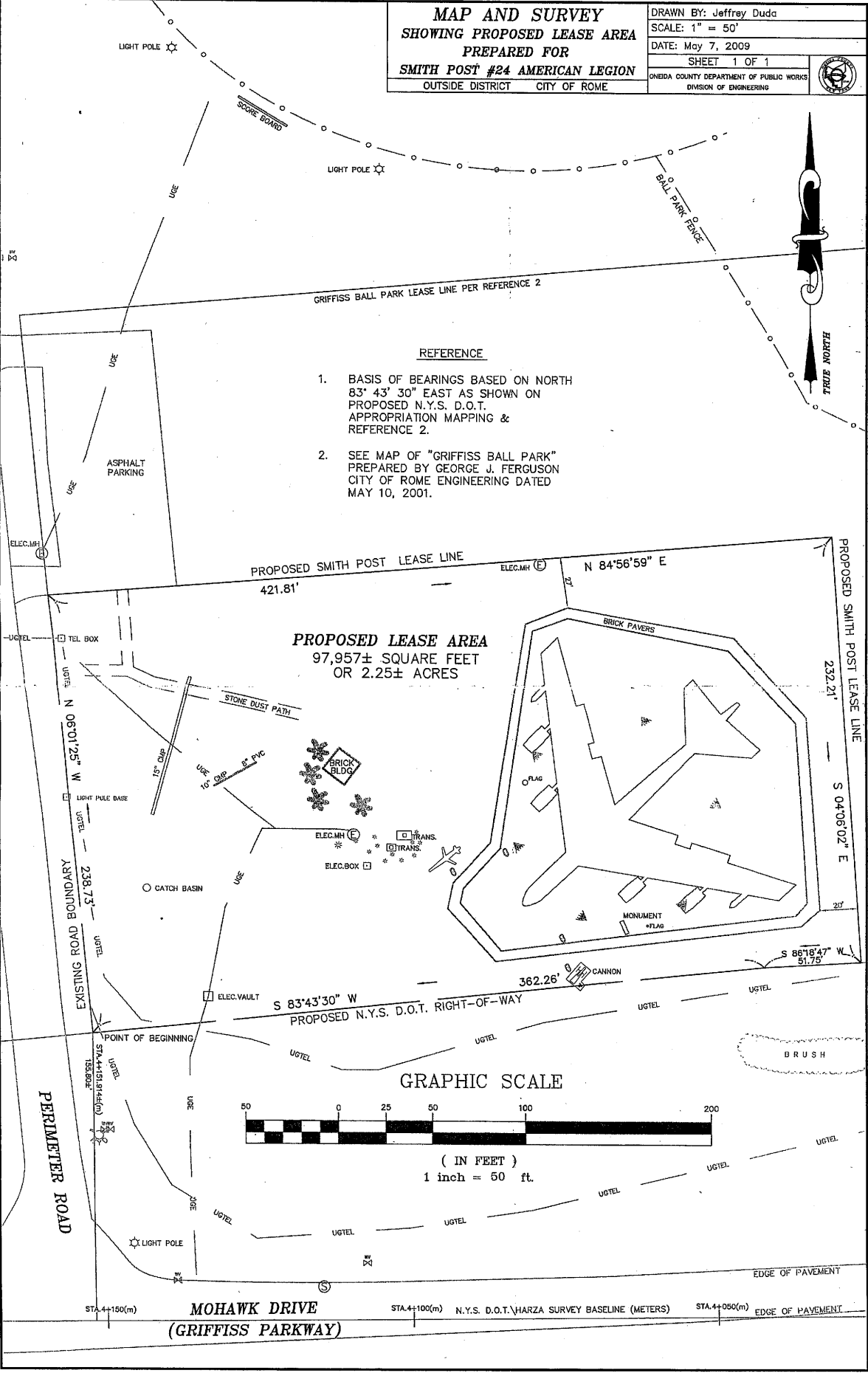
The above mentioned courses and distances are as shown on a map entitled, "Map and Survey Showing Proposed Lease Area Prepared for Smith Post #24 American Legion, Outside District, City of Rome, County of Oneida, State of New York", prepared by Oneida County Department of Public Works, Division of Engineering and dated May 7, 2009

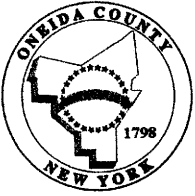
MAP AND SURVEY
SHOWING PROPOSED LEASE AREA
PREPARED FOR
SMITH POST #24 AMERICAN LEGION
 OUTSIDE DISTRICT CITY OF ROME

DRAWN By: Jeffrey Duda
 SCALE: 1" = 50'
 DATE: May 7, 2009
 SHEET 1 OF 1
 ONEIDA COUNTY DEPARTMENT OF PUBLIC WORKS
 DIVISION OF ENGINEERING



- REFERENCE
1. BASIS OF BEARINGS BASED ON NORTH 83° 43' 30" EAST AS SHOWN ON PROPOSED N.Y.S. D.O.T. APPROPRIATION MAPPING & REFERENCE 2.
 2. SEE MAP OF "GRIFFISS BALL PARK" PREPARED BY GEORGE J. FERGUSON CITY OF ROME ENGINEERING DATED MAY 10, 2001.





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

MEMORANDUM

To: Board of Legislators

From: Anthony J. Picente, Jr. 

Re: Caseworkers

Date: June 1, 2009

7N2009-269

READ & FILED

RECEIVED
ONEIDA COUNTY LEGISLATURE
2009 JUN -2 AM 10:00

As you are all aware, we continue to experience severe and continued recruitment difficulties in hiring employees for the position of caseworker. After months of evaluating and assessing this problem, the Commissioner of Social Services has requested that the starting salary for the Caseworker position be increased to the Grade 25, Step 3 rate of \$32,049.

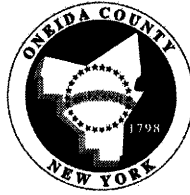
As you know, under the terms of the current collective bargaining agreement, approved by the Board of Legislators on December 13, 2006, the County Executive has the discretion to hire new employees at the range of Step 1 through Step 3 when the position presents demonstrated recruitment or retention issues. I have consistently stated that the position of Caseworker is in desperate need of an upgrade in order to recruit and retain people and to pay a salary comparable with the salary for the same position in adjoining counties.

I acknowledge that we must continue to work to bring about these upgrades. Until those upgrades are enacted, I am using the authority vested in this office and approving the Commissioner's request to hire new Caseworkers at a Grade 25, Step 3, effective June 4, 2009. The Commissioner of Personnel has authorized this action as required by the collective bargaining agreement.

This will result in a much more competitive starting salary that should aid the department in its recruitment. Once the entry level salary is raised to the Grade 25, Step 3 rate, Paragraph 7.7 of the above referenced union agreement requires that all employees currently in the Caseworker position who are in Steps 1 and 2 be paid in an amount equal to the new entry level salary. Therefore, effective June 4, 2009, all of those Caseworkers currently in step 1 or 2 will be paid at the Grade 25, Step 3 rate.

Anthony J. Picente Jr.
County Executive

Lucille A. Soldato
Commissioner

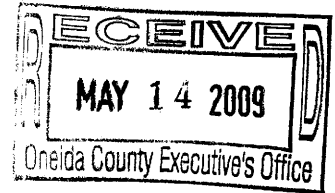


RECEIVED
ONEIDA COUNTY LEGISLATURE
2009 JUN -2 AM 10:36

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

May 14, 2009

7/12009-270



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

**HUMAN RESOURCES
WAYS & MEANS**

Dear Mr. Picente:

I am requesting to recreate position # 287 Social Welfare Examiner.

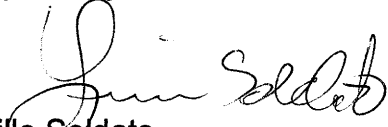
The Social Welfare Examiner position is a grade 17, with a step 1 starting salary of \$21,966 under Account # A6012, Temporary Assistance – Administration. This position will become vacant on June 12, 2009.

This position is located in the Intake area of Temporary Assistance.


Examiners interview on average 4 to 5 new applications per day and carry caseloads of approximately 120 cases.

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

Respectfully,


Lucille Soldato
Commissioner

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


Anthony J. Picente, Jr.
County Executive

Date 5/27/09

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO.

INTRODUCED BY: *Mr. Miller*

2ND BY:

RE: PROCLAIMING JUNE, 2009, "DAIRY MONTH" IN ONEIDA COUNTY

WHEREAS, Oneida County is one of the leaders in the production of dairy products in New York State, currently having an economic impact of over \$250 million dollars in regional sales; and,

WHEREAS, On record, there are over 200 dairy farms in Oneida County, providing employment for thousands of people, proving that dairy farming is indeed "big business" in Oneida County; and,

WHEREAS, The Dairy Industry continues to persevere in the marketing of wholesome dairy products such as butter, cream and cheese; and,

WHEREAS, The Oneida County Board of Legislators wishes to acknowledge, applaud, support and show its appreciation for the Dairy Industry in Oneida County and for the fine family farmers and business people who make major contributions to both our economy and our quality of life; now, therefore, be it

RESOLVED, That the MONTH OF JUNE, 2009, HAS BEEN DECLARED "DAIRY MONTH" in Oneida County; and be it further

RESOLVED, That this Board congratulates the newly crowned Oneida County Dairy Princess for 2009, Ms. Layna Hurley of Floyd, wishes her well in her duties as Dairy Princess and thanks her for her tireless efforts traveling around the County in the promotion of dairy products; and be it further

RESOLVED, That the Oneida County Board of Legislators calls on all citizens of Oneida County to support our local dairy industry by buying real dairy products.

Dated: June 10, 2009

Adopted by the following vote:

AYES ___ NAYS___ ABSENT___

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
2009 JUN -8 PM 12: 54

June 8, 2009

7N2009-272

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

INTERNAL AFFAIRS
WAYS & MEANS

Dear Mr. Picente:

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

Please submit this to the Board of Legislators for their approval on or before June 24, 2009.

Very truly yours,

Anthony Carvelli
Commissioner of Finance

AC/bad

Enclosure

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

Anthony J. Picente, Jr.
County Executive

Date 6/8/09

cc: Susan Crabtree, Clerk of the Board

MORTGAGE TAX RECEIPTS AND DISTRIBUTION

FOR THE PERIOD ENDING MARCH 2009

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

WHEREAS: This report shows the credit statement to the sum of \$1,135,856.50 to be
Distributed to the various towns, cities and villages pursuant to
Section 261 of the Tax Law, now therefore, be it hereby

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

APPROVED:



NEW YORK STATE MORTGAGE TAX SEMI-ANNUAL REPORT

COUNTY OF Oneida County FOR THE PERIOD OF October 2008 THROUGH March 2009
 CASH STATEMENT FOR TAXES COLLECTED PURSUANT TO ARTICLE 11

TAX RATE: 0.9200196209

Months	BASIC TAX DISTRIBUTED				TREASURER				ALL OTHER TAXES DISTRIBUTED			
	1 Basic tax collected	2 Interest received by recording officer	3 Recording Officer's expense	4 Refunds or adjustments	5 Amount paid treasurer (Col 1 + Col 2 - Col 3 - Col 4)	6 Interest received by Treasurer	7 Treasurers expense	8 Tax districts share (Col 5 + Col 6 - Col 7)	9 Local Tax	10 Additional Tax CNY	11 Special assistance fund	12 Special additional tax SONYMA
Oct	229,746.20	18.87	16,890.12	0.00	212,874.95	0.00	0.00	212,874.95	94,676.50		93,933.93	
Nov	183,544.70	63.42	16,680.08	0.00	166,928.04	0.00	0.00	166,928.04	75,457.85		76,407.35	
Dec	169,397.96	6.00	16,828.05	240.90	152,816.81	0.00	0.00	152,816.81	69,601.83		66,885.17	
Jan	187,481.21	10.68	16,436.37	0.00	171,055.52	0.00	0.00	171,055.52	81,506.96		78,957.08	
Feb	201,355.00	13.03	16,639.80	292.53	185,020.76	0.00	0.00	185,020.76	81,610.46		86,150.12	
Mar	262,541.80	15.03	16,789.74	0.00	245,767.09	1,393.33	0.00	247,160.42	111,451.04		109,073.64	
Apr												
May												
Jun												
Jul												
Aug												
Sep												
Totals	1,234,066.87	127.03	100,264.16	533.43	1,134,463.17	1,393.33	0.00	1,135,856.50	514,304.64		511,407.29	

James P. ...
 Recording Officer
...
 Treasurer
 5-12-09

PART II

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

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

MUNICIPALITY	2 Taxes Collected	3 *Additions	4 *Deductions	5 Taxes Adj. Corr	6 Amount Due Tax District
ANNSVILLE	7,074.50	0.00	0.00	7,074.50	6,508.68
AUGUSTA	12,349.85	0.00	0.00	12,349.85	11,362.10
AVA	1,951.85	0.00	0.00	1,951.85	1,795.74
BOONVILLE	24,194.00	240.90	0.00	24,434.90	22,480.59
BRIDGEWATER	3,754.59	0.00	0.00	3,754.59	3,454.30
CAMDEN	28,362.00	0.00	0.00	28,362.00	26,093.60
DEERFIELD	23,236.48	0.00	0.00	23,236.48	21,378.02
FLORENCE	2,885.45	0.00	0.00	2,885.45	2,654.67
FLOYD	17,640.50	0.00	0.00	17,640.50	16,229.61
FORESTPORT	27,378.00	0.00	0.00	27,378.00	25,188.30
KIRKLAND	72,351.44	0.00	0.00	72,351.44	66,564.74
LEE	30,223.55	0.00	0.00	30,223.55	27,806.26
MARCY	50,466.98	0.00	0.00	50,466.98	46,430.61
MARSHALL	9,382.50	0.00	0.00	9,382.50	8,632.08
NEW HARTFORD	217,637.59	0.00	0.00	217,637.59	200,230.85
PARIS	26,245.00	0.00	0.00	26,245.00	24,145.91
REMSEN	15,627.50	0.00	0.00	15,627.50	14,377.61
ROME	112,165.44	0.00	0.00	112,165.44	103,194.41
SANGERFIELD	20,017.50	0.00	0.00	20,017.50	18,416.49
STEBEN	7,587.50	0.00	0.00	7,587.50	6,980.65
TRENTON	77,629.47	0.00	0.00	77,629.47	71,420.64
UTTICA	134,452.81	0.00	0.00	134,452.81	123,699.22
VERNON	68,192.20	292.53	0.00	68,484.73	63,007.30
VERONA	39,801.00	0.00	0.00	39,801.00	36,617.70
VIENNA	27,958.92	0.00	0.00	27,958.92	25,722.75
WESTERN	15,212.95	0.00	0.00	15,212.95	13,996.21
WESTMORELAND	43,522.80	0.00	0.00	43,522.80	40,041.83
WHITESTOWN	116,764.50	0.00	0.00	116,764.50	107,425.63
Total Tax Districts	28	1,234,066.87	533.43	1,234,600.30	1,135,856.50

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



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

JN 2009-273

RECEIVED
ONEIDA COUNTY LEGISLATURE
2009 JUN -8 PM 12:55

June 8, 2009

WAYS & MEANS

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

RE: Donald Smith and Nicole E. Smith v. Oneida County et al.

Dear Mr. Picente:

On March 25, 2009, the Ways and Means Committee gave Attorney Bartle J. Gorman the authority to offer to settle the above referenced lawsuit against the County for the sum of \$37,500.00. The matter relates to certain injuries to a minor as a result of a traffic accident involving a County vehicle.

Mr. Gorman is recommending that the matter be settled for that amount and would be happy to appear before the Board and any of its committees to answer any questions regarding the case. I agree with the recommended settlement in this civil action.

I respectfully request that the recommended settlement be forwarded to the Board of Legislators for their approval.

Thank you.

Very truly yours,

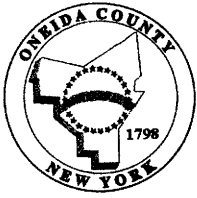
Linda M.H. Dillon
County Attorney

Cc: Bartle J. Gorman, Esq.

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

Anthony J. Picente, Jr.
County Executive

Date 6/8/09



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

JN 2009-274

RECEIVED
ONEIDA COUNTY LEGISLATURE
2009 JUN -8 PM 12:55

**ECONOMIC DEVELOPMENT
& TOURISM**

June 4, 2009

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

Re: Appointment to the Board of the Oneida County Industrial Development Agency

Honorable Members:

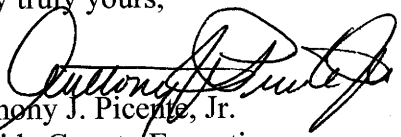
Pursuant to General Municipal Law Section 856(2) and Article XX, Section 2004 of the Oneida County Charter, I submit for Board of Legislators' confirmation the appointment of Gene F. Quadraro to serve on the board of the Oneida County Industrial Development Agency.

Mr. Quadraro is a Utica native and a long standing and valued member of the area's business and insurance industry and is a current or past member of the boards of various charitable, community based and medical organizations, task forces and agencies. Mr. Quadraro also has an outstanding history as a volunteer with area youth groups and the Boilermaker Road Race. I enclose herewith a summary of Mr. Quadraro's background for your use and information.

I ask that the Board confirm the appointment of Gene F. Quadraro to serve on this important agency at its earliest opportunity.

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

Very truly yours,


Anthony J. Picente, Jr.
Oneida County Executive

Cc: Gene F. Quadraro
Steven J. DiMeo

Gene F. Quadraro

A native of Utica, Gene graduated from Utica College with a Bachelor of Arts degree in 1971. During that same year he began what has been a very successful 37 year career with MetLife. Starting out on the 8th floor of the Oneida County Office Building with approximately 100 fellow employees, Gene was part of the foundation that enabled MetLife to grow their employment base to 1,500 employees. Gene recently retired from MetLife as Director Group Life Operations. Throughout his career, he has had the loving support of his wife, Mary Theresa and that of his 2 daughters, Diane and Allison.

Gene's career of volunteering in the community began early on during his high school years. Starting in his sophomore year and lasting 4 years, he served as a staff member of the Knights of Columbus Saturday morning youth program. Keeping with his theme of working with the area's youth, during college, he donated his time in support of the Mt. Carmel Little League. Serving in various capacities, this association lasted well beyond his college years as he continued to volunteer for a total of 16 years. Although he enjoyed working with the youth in teaching them the fundamentals of baseball, he always felt that his biggest contribution was serving as a role model in an area of the inner city that was so desperately in need of such structure. Ironically, Gene never had a son/daughter who played in the league during his association. In recent years, he has donated his time as the director of merchandise volunteers for the Boilermaker Road Race.

Further recognizing his role in the business world and as a representative of MetLife, he has served and continues to serve on various community boards, to include the Utica Chapter of the Red Cross, St. Elizabeth School of Nursing, Friends in Deed of the ARC, Revolutionary Trails Council (past president and current member of the Executive Committee), the former Oneida County Industrial Development Council and now the Economic Development Growth Enterprise (EDGE), Utica College Board of Trustees, the Neighborhood Center and the Greater Utica United Way. Equally proud of all the organizations that he is/was associated with, Gene, takes special pride in the fact that he was a member of the Cardiac Task Force that was organized to petition New York State on seeking approval for Open Heart Surgery to be performed locally. The ultimate approval lead to not only an improved "Quality of Life" for our community but represented the first partnership for our area hospitals. In recognition of his community service, Gene was awarded the "Silver Beaver Medal" by the Boy Scouts Revolutionary Trails Council and was inducted in the East Utica Optimist Hall of Fame.

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

DANIEL W. GILMORE, PH.D.
DIRECTOR OF ENVIRONMENTAL HEALTH
SUPERVISOR-IN-CHARGE

ADMINISTRATION

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

RECEIVED
ONEIDA COUNTY LEGISLATURE
2009 JUN -8 PM 12:58

JN 2009-275

PUBLIC HEALTH WAYS & MEANS

May 27, 2009

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

Dear Mr. Picente:

Re: C-023342 Amendment

Attached are five (5) copies of an amendment between Oneida County through its Health Department and the New York State Department of Health.

The purpose of this amendment is to provide the tools to prepare and plan for bioterrorism, disasters and emergencies by working with local agencies, emergency personnel, hospitals and laboratories, by planning, training, identifying risk communications, participation in biohazard detection system, hospital and health care facilities. The term of this amendment shall become effective on August 10, 2008 and remain in effect through August 9, 2009 with reimbursement to Oneida County Health Department in the amount of \$199,904. This grant is 100% State funded.

This grant has been reduced from \$235,469 to the amended amount of \$199,904.

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

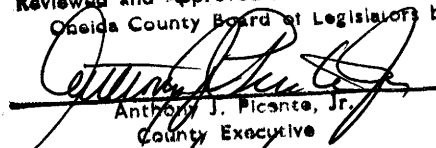
Should you have additional concerns, feel free to contact me.

Sincerely,



Daniel W. Gilmore, Ph.D.
Director of Environmental Health

attachments
ry

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

Anthony J. Picente, Jr.
County Executive
Date 6/5/09

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Administration

NAME AND ADDRESS OF VENDOR: New York State Dept. of Health
Grants Administration Unit
David Axelrod Institute, Room 2085 H
Post Office Box 22002
Albany, New York 12201-2002

VENDOR CONTACT PERSON: Deborah A. Kennedy

DESCRIPTION OF CONTRACT: To provide for public health preparedness/response for bioterrorism.

SUMMARY OF STATEMENTS: This grant provides the tools to prepare and plan for bioterrorism, disasters and emergencies by working with local agencies, emergency personnel, hospitals, laboratories, etc., by planning, training, identifying risk communications, participation in biohazard detection system, hospital and health care facilities.

PREVIOUS CONTRACT YEAR: August 31, 2007 through August 29, 2008

TOTAL: \$202,393

THIS CONTRACT YEAR: August 10, 2008 through August 9, 2009

TOTAL: \$199,904

 NEW RENEWAL X AMENDMENT

FUNDING SOURCE: A3481 Grant Award \$199,904

Less Revenues: _____

State Funds: \$199,904

Federal Funds: -0-

County Dollars – Previous Contract - \$ -0-

County Dollars – This Contract \$ -0-

SIGNATURE: Daniel W. Gilmore, Director of Env. Health/Supervisor-in-Charge

DATE: May 26, 2009



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

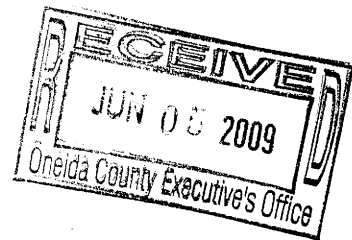
LINDA M.H. DILLON
COUNTY ATTORNEY

JN2009-276

June 3, 2009

WAYS & MEANS

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



RE: Lease Term Extension-500 Whitesboro Street, Utica, NY

Dear Mr. Picente:

I enclose herewith three (3) duplicate originals of an amendment to the lease agreement between the County and Insight House Chemical Dependency Services, Inc, which amendment will extend the term of the current lease for 500 Whitesboro Street, Utica, New York until December 31, 2033.

This lease extension language is being requested by the New York State Office of Alcoholism and Substance Abuse Services. The new term is intended to coincide with the twenty five year term of the bonds sold by the Dormitory Authority in 2008 to finance certain capital improvements to the Insight House facility.

I respectfully request that this lease amendment be forwarded to the Board of Legislators for their approval.

Thank you.

Very truly yours,

Linda M. H. Dillon
County Attorney

Cc: Donna M. Vitagliano

w/encl.

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by
[Signature]
Anthony J. Picente, Jr.
County Executive
Date 6/5/09

2009 JUN - 8 PM 1:00
RECEIVED
ONEIDA COUNTY LEGISLATURE

Oneida Co. Department: LAW

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

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

Title of Activity or Service: Amendment of lease agreement for 500 Whitesboro Street, Utica, NY to extend term of lease to coincide with the sale of Dormitory Authority bonds sold to finance certain capital improvements to the Insight House facility

Proposed Dates of Operation: Lease extended until December 31, 2033

Client Population/Number to be Served:

Summary Statements

- 1) Narrative Description of Proposed Services (see above)

- 2) Program/Service Objectives and Outcomes:

- 3) Program Design and Staffing N/A

Total Funding Requested: \$0.00

Account #

Oneida County Dept. Funding Recommendation:

Proposed Funding Sources (Federal \$/ State \$/County \$): capital improvements to be financed through NYS Dormitory Authority. No County funding involved.

Cost Per Client Served:

Past Performance Data:

O.C. Department Staff Comments:

AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO LEASE AGREEMENT, made the ____ day of _____, 2009, by and between **County of Oneida**, a municipal corporation organized and existing under the laws of the State of New York with offices located at 800 Park Avenue, Utica, New York, 13501, hereinafter referred to as "**Landlord**" and **Insight House Chemical Dependency Services, Inc.**, a not for profit corporation organized under the laws of the State of New York with offices located at 500 Whitesboro Street, Utica, New York, 13502, hereinafter referred to as "**Tenant**"

WITNESSETH

WHEREAS, the Landlord and the Tenant entered into a Lease Agreement dated July 1, 1997 for the letting of the premises located at 500 Whitesboro Street, Utica, New York ("demised premises"), and

WHEREAS, the Landlord and Tenant entered into an Amendment to Lease Agreement dated March 20, 2006 whereby the term of the Lease Agreement was extended in order to qualify for certain capital improvement grant monies provided by the State,

WHEREAS, the Tenant now wishes to extend the term of said Lease Agreement again in order to accommodate the term of the Dormitory Authority Bonds sold to finance a capital improvement of the Insight House property,

NOW THEREFORE, in consideration of the premises and other conditions to be met herein, the Landlord and Tenant agree as follows:

1. The Landlord agrees to extend the term of the Lease Agreement from December 31, 2026 until December 31, 2033 in order to allow the term of the lease to run concurrently with the term of the Dormitory Authority bonds.
2. The Landlord consents to the placement of a twenty five year State Aid Grant Lien on the property for the benefit of the Office of Alcoholism and Substance Abuse Services in order to secure the funds used for the capital improvements to be made to the Insight House facility.
3. The Tenant agrees that, in the event that the Tenant vacates or abandons the demised premises or terminates the Lease Agreement with the Landlord in accordance with the provisions for such termination set forth in the original Lease Agreement dated July 1, 1997, prior to the amended termination date provided for herein,

then the Tenant shall pay to the Landlord whatever balance or payoff amounts are necessary in order to obtain from the appropriate State agency or department the release of the State Aid Grant Lien placed upon the demised premises.

4. That in all other respects, the terms and conditions set forth in the original Lease Agreement dated July 1, 1997 and the Amended Lease Agreement dated March 20, 2006 which are not amended herein, shall continue in full force and effect unless revised in writing upon the mutual consent of the Landlord and Tenant.

IN WITNESS WHEREOF, the Landlord and Tenant have executed this Amendment to Lease Agreement on the day and year first above written.

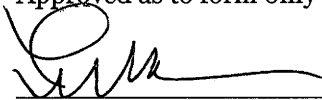
County of Oneida

**Insight House
Chemical Dependency Services, Inc.**

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

By: 
Donna M. Vitagliano
Chief Executive Officer

Approved as to form only



County Attorney's Office

Griffiss International Airport



592 Hangar Road, Suite 200
Rome, NY 13441
Telephone: 315-736-4171 / Fax: 315-736-0568

ANTHONY J. PICENTE,
County Executive

W. VERNON GRAY, III
Commissioner of Aviation

742009-277

RECEIVED
ONEIDA COUNTY LEGISLATURE
2009 JUN 8 PM 1:01

June 3, 2009

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

AIRPORT WAYS & MEANS

Niagara Mohawk Power Corp. Easement
FAA AIP Project 3-36-0119-19-08
ILS/MALSR (Constr.) R/W 15-33


Dear County Executive Picente,

Niagara Mohawk Power Corporation (a National Grid Company) is requesting a perpetual easement through County owned property for the purpose of installing utility equipment necessary for powering both County owned and federally owned navigation equipment. The navigational equipment is being installed under our federal Airport Improvement Program ILS/MALSR construction project. The property is located in the City of Rome, outer district, and adjacent to Penny Street Road (County Route 47) as shown on the attached map.

The Department of Aviation and the Department of Public Works have no objection to the proposed easement. If you concur, *please forward to the Oneida County Board of Legislators for consideration at its earliest date possible.* Niagara Mohawk Power Corporation will not proceed with this work until the easement is approved.

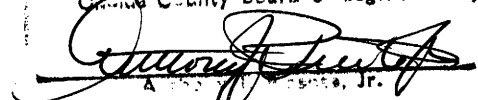
Thank you for your support.

Sincerely,


W. Vernon Gray, III
Commissioner

cc: DPW Highways & Bridges

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


Anthony J. Picente, Jr.
County Executive

Date 6/8/09

Oneida County Department: Aviation

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators Contract Summary

Name of Proposing Organization: Niagara Mohawk Power Corporation

Title of Activity or Service: **Grant of perpetual easement**

Client Population/Number to be Served: N/A

Summary Statements:

1) Narrative Description of Proposed Services:

Perpetual easement through Count owned property for installing utility equipment to power NAVAIID's.

2) Program/Service Objectives and Outcomes:

Redevelopment of Griffiss Airfield for aviation and economic development purposes.

3) Program Design and Staffing Level:

N/A

Total Funding Requested: **\$1.00**

Oneida County Department Funding Recommendation: **\$1.00**

Account # **A5620.495**

Proposed Funding Source: Federal \$0 State \$0 County \$1.00

Cost Per Client Served: N/A

Past Performance Data: N/A

Oneida County Department Staff Comments: To be filed with the County Clerk's office.

GRANT OF EASEMENT

COUNTY OF ONEIDA of 800 Park Avenue, Utica, New York 13501 (hereinafter referred to as "Grantor"), for consideration of One Dollar (\$1.00), and other valuable considerations paid, the receipt and sufficiency of which are hereby acknowledged under seal, hereby grants to **NIAGARA MOHAWK POWER CORPORATION**, a New York corporation, having an address at 300 Erie Boulevard West, Syracuse, New York 13202 (hereinafter referred to as "Grantee"), for Grantee and its lessees, licensees, successors, and assigns, the perpetual right and easement as described in Section 1 below (the "Easement") in, under, through, over, across, and upon the Grantor's land, as described in Section 2 below (the "Grantor's Land").

Section 1 – Description of the Easement. The "Easement" granted by the Grantor to the Grantee consists of a perpetual easement and right-of-way, with the right, privilege, and authority to:

- a. Construct, reconstruct, relocate, extend, repair, maintain, operate, inspect, patrol, and, at its pleasure, remove any poles or lines of poles, supporting structures, cables, crossarms, overhead and underground wires, guys, guy stubs, insulators, transformers, braces, fittings, foundations, anchors, lateral service lines, communications facilities, and other fixtures and appurtenances (collectively, the "Facilities"), which the Grantee shall require now and from time to time, for the transmission and distribution of high and low voltage electric current and for the transmission of intelligence and communication purposes, by any means, whether now existing or hereafter devised, for public or private use, in, upon, over, under, and across that portion of the Grantor's Land described in Section 3 below (the "Easement Area"), and the highways abutting or running through the Grantor's Land, and to renew, replace, add to, and otherwise change the Facilities and each and every part thereof and the location thereof within the Easement Area, and utilize the Facilities within the Easement Area for the purpose of providing service to the Grantor and others;
- b. From time to time, without further payment therefore, clear and keep cleared, by physical, chemical, or other means, the Easement Area of any and all trees, vegetation, aboveground or belowground structures, improvements, or other obstructions and trim and/or remove other trees and vegetation adjacent to the Easement Area that, in the opinion of the Grantee, may interfere with the construction, operation, and maintenance of the Facilities. The first clearing may be for less than the full width and may be widened from time to time to the full width;
- c. Excavate or change the grade of the Grantor's Land as is reasonable, necessary, and proper for any and all purposes described in this Section 1; provided, however, that the Grantee will, upon completion of its work, backfill and restore any excavated areas to reasonably the same condition as existed prior to such excavation; and
- d. Pass and repass along the Easement Area to and from the adjoining lands and pass and repass over, across, and upon the Grantor's Land to and from the Easement Area, and construct, reconstruct, relocate, use, and maintain such footbridges, causeways, and ways of access, if any, thereon, as is reasonable and necessary in order to exercise to the fullest extent the Easement.

Section 2 – Description of Grantor's Land. The "Grantor's Land" is described in a certain Deed recorded in the Oneida County Clerk's Office on 06/18/2004, Instrument No. 2004-014061, and consists of land described as being part of Tax Parcel No. 224.000-0001-005 of the City of Rome, County of Oneida, New York, located on Penny Street Road

Section 3 – Location of the Easement Area. The "Easement Area" shall consist of a portion of the Grantor's Land 20 feet in width throughout its extent, the centerline of the Easement Area being the centerline of the Facilities. The location of the Easement Area is shown on the sketch, which is attached hereto as Exhibit A and recorded herewith, copies of which are in the possession of the Grantor and the Grantees. The final and definitive location(s) of the Easement Area shall become established by and upon the final installation and erection of the Facilities by the Grantees in substantial compliance with Exhibit A hereto.

Section 4 – Facilities Ownership. It is agreed that the Facilities shall remain the property of the Grantee, its successors and assigns.

Section 5 – General Provisions. The Grantor, for itself, its heirs, legal representatives, successors, and assigns, hereby covenants and agrees with the Grantee that no act will be permitted within the Easement Area which is inconsistent with the Easement hereby granted; no buildings or structures, or replacements thereof or additions thereto, swimming pools, or obstructions will be erected or constructed above or below grade within the Easement Area; no trees shall be grown, cultivated, or harvested, and no excavating, mining, or blasting shall be undertaken within the Easement Area without the prior written consent of the Grantee; the Easement shall not be modified nor the Easement Area relocated by the Grantor without the Grantee's prior written consent; the present grade or ground level of the Easement Area will not be changed by excavation or filling; the Grantee shall quietly enjoy the Grantor's Land; and the Grantor will forever warrant title to the Grantor's Land.

The Grantee, its successors and assigns, are hereby expressly given and granted the right to assign this Easement, or any part thereof, or interest therein, and the same shall be divisible between or among two or more owners, as to any right or rights created hereunder, so that each assignee or owner shall have the full right, privilege, and authority herein granted, to be owned and enjoyed either in common or severally. This Grant of Easement shall at all times be deemed to be and shall be a continuing covenant running with the Grantor's Land and shall inure to and be binding upon the successors, heirs, legal representatives, and assigns of the parties named in this Grant of Easement.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand and seal this _____ day of _____, 2009.

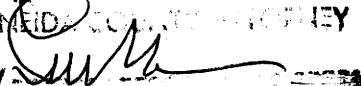
COUNTY OF ONEIDA

By: _____ (L.S.)
(official's signature)

Its: _____
(print individual's name & title)

State of New York)
)
County of _____)

ss:

Approved As To Form
ONEIDA COUNTY NOTARY
By: 

On the ____ day of _____ in the year 2009, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

ATTENTION: COUNTY CLERK ONLY
Please Record & Return To:
David C. Hatch—Manager of Distribution Rights/New York
Niagara Mohawk Power Corporation/National Grid
300 Erie Boulevard West
Syracuse, NY 13202



C&S Architects, Engineers & Land Surveyor, PLLC
499 Out. Ellen Collins Blvd.
Syracuse, New York 13212
Phone: 315-485-6999
Fax: 315-485-6999
www.ces.com



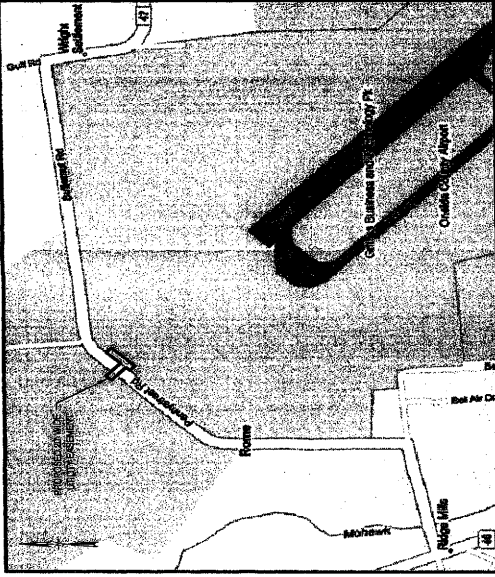
PROPOSED 20' WIDE
UTILITY EASEMENT SURVEY
NATIONAL GRID
PENNSYLVANIA ROAD
CITY OF ROME/COUNTY OF ONEIDA/STATE OF NEW YORK

MARK	DATE	DESCRIPTION
REVISIONS		
PROJECT NO.	16100102	
DATE	20/07/2008	
SCALE	1" = 20'	
DRAWN BY	B. BUCKENHAM	
CHECKED BY	J. DICKER	
FIELD SURVEY DATE	18 MAY 2008	
NO ALTERATIONS PERMITTED UNDER SECTION 2208 SUBDIVISION 2 OF THE NEW YORK EDUCATION LAW		

EASEMENT SURVEY
0.066± ACRE
(2660.000± SQ. FT)

ES-001

47



LOCATION MAP
MIS

Proposed 20 Feet Wide Utility Easement
0.066± Acre Parcel

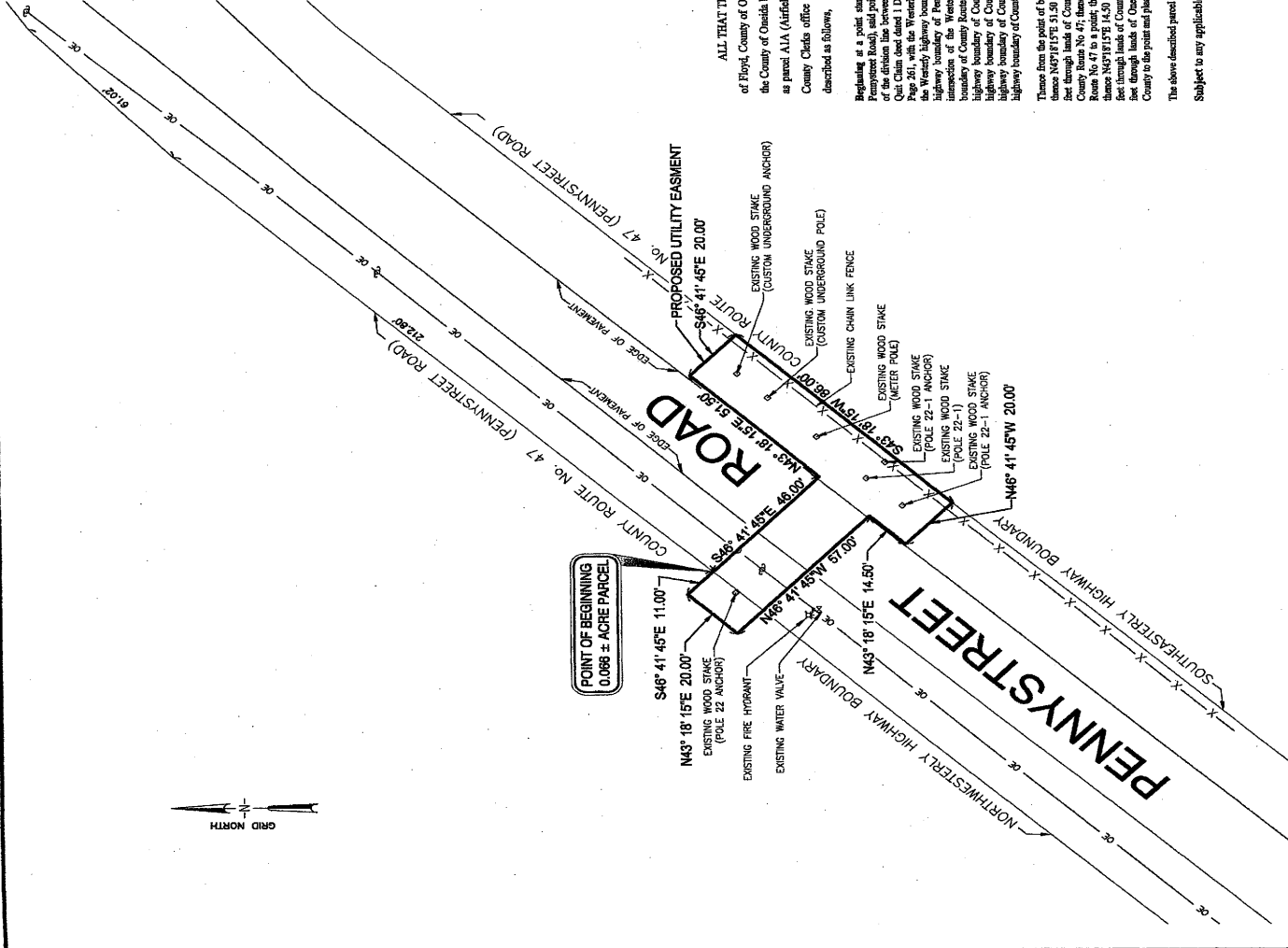
ALL THAT TRACT, PIECE OR PARCEL OF LAND, situate in the City of Rome, Town of Floyd, County of Oneida and State of New York, being a portion of the premises conveyed to the County of Oneida by The United States of America (former Griffith Air Force Base) depicted as parcel A1A (Airtfield) as described in a New York Quit Claim Deed recorded in the Oneida County Clerk's office as instrument number 2004-014061 dated 18 June 2004, bequeathed and described as follows:

Beginning at a point standing on the Northwestly highway boundary of County Route No. 47 (aka Pennsylvania Road), said point measured respectively the following courses and distances from the intersection of the division line between Everett C. Hicks s/w or s/e and the County of Oneida as depicted in a Quit Claim Deed dated 1 December 1968 and recorded in the Oneida County Clerk's office as instrument number 1968-014061, with the Westly highway boundary of County Route No. 47 (aka Pennsylvania Road) to a point, S89°23'35"W 462.21 feet along the Westly highway boundary of Pennsylvania Road to a point, S07°23'57"E 155.54 feet to a point standing on the intersection of the Westly highway boundary of Pennsylvania Road with the Northwestly highway boundary of County Route No. 47 (aka Pennsylvania Road), S59°29'49"W 23.38 feet along the Northwestly highway boundary of County Route No. 47 to a point, S74°15'17"W 69.40 feet along the Northwestly highway boundary of County Route No. 47 to a point, S07°13'17"W 212.00 feet along the Northwestly highway boundary of County Route No. 47 to the point of beginning.

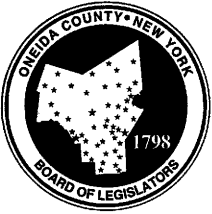
Thence from the point of beginning S46°41'45"E 46.00 feet through lands of County Route No. 47 to a point, thence N43°18'15"E 51.50 feet through lands of County Route No. 47 to a point, thence S46°41'45"E 20.00 feet through lands of County Route No. 47 to a point standing on the Southwestly highway boundary of County Route No. 47, thence S43°18'15"W 86.00 feet along the Southwestly highway boundary of County Route No. 47 to a point, thence N46°41'45"W 20.00 feet through lands of County Route No. 47 to a point, thence N43°18'15"E 14.50 feet through lands of County Route No. 47 to a point, thence S46°41'45"E 20.00 feet through lands of County Route No. 47 to a point, thence S46°41'45"E 11.00 feet through lands of Oneida County to the point and place of beginning.

The above described parcel containing 0.066± acre of land, more or less.

Subject to any applicable easements, covenants or restrictions of record.



15-23 MAYORS SURVEY, STATE STAKE, SHEET 7743 - 1407-0023, NATIONAL GRID EASEMENTS



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

David J. Wood
Majority Leader

Michael J. Hennessy
Minority Leader

June 8, 2009

7N2009-278

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

PUBLIC WORKS

WAYS & MEANS

Honorable Members:

I am in receipt of a request from Legislator Mandryck regarding the installation of dry fire hydrants in rural areas.

I hereby forward Mr. Mandryck's request to committee for consideration.

Respectfully submitted,

Gerald J. Fiorini
Chairman of the Board

RECEIVED
ONEIDA COUNTY LEGISLATURE
2009 JUN -8 PM 12:52



ONEIDA COUNTY BOARD OF LEGISLATORS

Brian P. Mandryck ♦ 9245 Sly Hill Road ♦ Ava, New York 13303 ♦ (315) 336-0469

June 5, 2009

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

Dear Chairman Fiorini,

In rural areas, dry hydrants play an important role in fire fighting for volunteer fire departments. They provide an easily accessible way for departments to fill tankers from streams, lakes or ponds during an emergency. Basically, the dry hydrant allows a department to connect to a pre-installed pipe that is submersed into a body of water and to draw water to fill tankers. In rural areas, where water systems with conventional hydrants are not present, this provides departments with a readily available water source. Having a dry hydrant does provide an insurance benefit for the property owners that installs them, as well as for nearby property owners due to its assistance to departments ability to fight a fire.

Therefore, I would like to propose a policy to be approved by the Board of Legislators that would require the Department of Public Works to contact local fire departments to see if they would like to incorporate a dry hydrant into any county bridge or large culvert replacement project. I believe that there may be significant interest in such a proposal by the County's fire service, and such a policy would be a great public benefit.

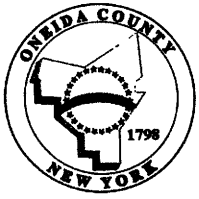
I do realize that there is an added cost to installing a dry hydrant, and therefore, as is past tradition in installation of dry hydrants, the County's policy should require the fire department provide the material. The County would be responsible for the installation.

Thank you in advance for your consideration, and I am available to answer any questions or concerns that you may have.

Sincerely,

Brian Mandryck
Oneida County Legislator

RECEIVED
ONEIDA COUNTY LEGISLATURE
2009 JUN -5 PM 4:42



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

JN 2009-279

June 9, 2009

PUBLIC WORKS

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

WAYS & MEANS

Re: Purchase Offer – County of Oneida to Phillipson's
Premises: 300 W. Dominick Street, Rome, New York

Dear Mr. Fiorini:

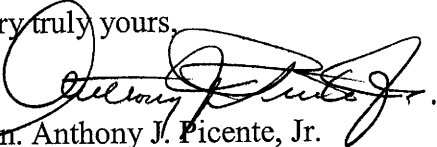
As you may be aware, the County has been in negotiations with Phillipson's Army and Navy Store to purchase the building situated at 300 W. Dominick Street. The acquisition of the building would allow the consolidation of various offices, including the Department of Social Services, Office of Mental Health and Working Solutions, into one singular location, thereby eliminating numerous and costly leases with private landholders.

The parties have negotiated a purchase price of \$1,100,000 based upon an appraisal prepared for the County of Oneida by Edward Gallacher. The property consists of the building itself, together with the parking lot area, all of which is situated on a 1.75± acre lot. Attached for your consideration is the proposed purchase and sale contract.

I believe that the consolidation of the offices into one singular location will provide financial savings to the County and, at the same time, increase the efficiency of these offices. In light of same, I would ask you to approve the purchase and sale agreement accordingly.

Thank you for your consideration.

Very truly yours,


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

RECEIVED
ONEIDA COUNTY LEGISLATURE
2009 JUN -9 PM 2:32

CONTRACT FOR PURCHASE AND SALE OF REAL ESTATE

THIS IS A LEGALLY BINDING CONTRACT UPON ACCEPTANCE. IT IS RECOMMENDED THAT ALL PARTIES CONSULT AN ATTORNEY BEFORE SIGNING.

This agreement, between the party or parties herein designated as "SELLER" and the party or parties designated as "PURCHASER"

Herb Phillipson's Army and Navy Store, Inc.
Seller's Name

The County of Oneida, NY
Purchaser's Name

Seller's Name

Purchaser's Name

300 W. Dominick Street
Address
Rome, New York 13440

800 Park Avenue
Address
Utica, New York 13501

Raymond Meier, Esq. (315) 738-1223
Attorney (phone)

County Attorney (315) 798-5910
Attorney (phone)

1. AGREEMENT: The SELLER hereby agrees to sell and the PURCHASER hereby agrees to purchase the real property hereinafter mentioned upon the following terms and conditions stated herein.

2. GENERAL DESCRIPTION: The real property situated in the City of Rome, County of Oneida, State of New York, locally known as 300 W. Dominick Street, being a commercial building on approximately 1.75 acres and designated as tax map no. 242.049-1-12 (for a more detailed description, reference is made to the deed of conveyance) together with SELLER'S interest in easements, if any.

3. ITEMS INCLUDED: a. The items listed below, if now in or on said premises, are represented to be owned by the SELLER, free from all liens and encumbrances, and are included in the sale "as is", on the date of this offer, together with the following items:

- | | | |
|--------------------------------------|-----------------------------------|-------------------|
| Heating, Cooling & Lighting Fixtures | Built-in Kitchen Appliances | Shades & Blinds |
| Built-in Cabinetry | Drapery & Curtain Rods | Pumps |
| Wall-to-Wall Carpeting as Placed | Storm Windows & Screens | Awnings |
| Water Softeners | Storm & Screen Doors | Plumbing Fixtures |
| Garage Door Openers and Controls | Window Valances | TV Aerials |
| Shrubbery, Trees, Plants and Fencing | Fireplace Insert, Doors & Screens | Smoke Detectors |
- And all other fixtures and appurtenances presently affixed to this property.

b. SELLER represents that the following items are NOT in working order: _____

4. ITEMS EXCLUDED FROM SALE: The following items are excluded from the sale: Phone system including internal and external communication systems, retail trade fixtures including shelving, movable walls, office dividers, alarm system, cameras, computers and related equipment, office furnishings, and all items of removable personal property not specifically listed in paragraph 3 above.

5. CONSIDERATION:

The purchase price is: One Million One Hundred Thousand and No/100 \$1,100,000.00

Payable as follows:

- a. \$ -0- Deposit submitted to the listing broker or seller's attorney and to be held in an escrow account and applied against the purchase price at closing or returned by SELLER if this contract is not accepted.
- b. \$ -0- Additional deposit, if any, to be similarly deposited as above within _____ days.
- c. \$ -0- By the assumption of the principal amount still unpaid on SELLER'S existing mortgage to _____ (lender). (See addendum attached)
- d. \$ -0- By SELLER financing (see addendum D - Purchase Money Mortgage attached.)
- e. \$1,100,000.00 Balance in cash or certified check due at closing.
- f. \$1,100,000.00 TOTAL PURCHASE PRICE

6. MORTGAGE CONTINGENCIES: This purchase is contingent upon PURCHASER receiving mortgage proceeds of a N/A mortgage loan from a lending institution in the minimum amount of \$N/A at the prevailing rate of interest. PURCHASER SHALL MAKE GOOD FAITH APPLICATION FOR SUCH MORTGAGE WITHIN N/A BUSINESS DAYS OF ACCEPTANCE AND SHALL BE RESPONSIBLE FOR ANY AND ALL NORMAL COSTS AND EXPENSES INCIDENT TO RECEIVING SUCH MORTGAGE PROCEEDS, EXCLUDING REPAIRS, UNLESS OTHERWISE AGREED HEREIN. Written unconditional approval of said mortgage must be obtained by N/A, 20____, or SELLER may cancel this Contract at SELLER'S option.

If, however, the mortgage commitment contains any contingency or condition wherein the undersigned PURCHASER may be released from this offer, the SELLER may declare any prior acceptance null and void upon notice to the undersigned PURCHASER, unless the undersigned PURCHASER, in writing, rescinds or removes the contingency or condition with days. If mortgage proceeds cannot be obtained, this Contract is terminated ("null and void") and the deposit shall be refunded in full to the PURCHASER.

7. SURVEY: Cost of survey, if required by lending institution or by PURCHASER, will be paid by PURCHASER.

8. TITLE DOCUMENTS AND MARKETABILITY OF TITLE. At least 10 days before the closing, SELLER is to furnish a copy of a good and sufficient Warranty Deed to the premises, 20 year bankruptcy search, 10 year tax searches, tax receipt for current taxes, water search and a 40 year updated abstract of the title showing good and marketable title, free of liens and encumbrances, excepting zoning restrictions of record, common driveways, all rights of way and easements of record, covenants, conditions and environmental protection laws, so long as they premises are not in violation thereof.

9. ADJUSTMENTS: Water, sewer and other utilities, taxes, rents, security deposits, interest on any mortgages to be assumed, fuel in storage and unpaid assessments for local improvements, are to be pro-rated and adjusted as of the date of transfer of title, unless otherwise agreed.

10. CONDITION AND MAINTENANCE OF PREMISES: The buildings and the premises herein have been inspected by the PURCHASER and are hereby sold "as is" without warranty as to condition, expressed or implied. If new construction, the warranties on sales of new houses set forth in the General Business Law to the extent they may be applicable, and/or excluded or modified by the terms hereof will apply. SELLER agrees to maintain heating, ventilating, air conditioning, sewer, plumbing and electrical systems and any built-in appliances and equipment, in normal working order and to maintain the grounds and to deliver the property to the PURCHASER in as good condition as it is today, unless as accepted under paragraph 3.b., reasonable wear and tear excepted. SELLER shall convey the premises subject to any existing tenancies; any unpaid installments of street or improvement assessments payable after the date of closing on the premises; and any state of facts which an accurate inspection and/or survey may show, provided that the foregoing do not render the title to the premises unmarketable.

11. RISK OF LOSS: Any risk of loss to the property shall be borne by the SELLER pursuant to §5-1311 of the General Obligations Law of the State of New York in the case of any destruction as defined within the meaning of those provisions until title has been conveyed to the PURCHASER.

12. RIGHT TO FINAL INSPECTION: PURCHASER has a right to a final inspection of the property prior to the transfer of title.

13. BREACH. In the event of a breach of this contract by either party, the other party shall be entitled to pursue all legal and equitable remedies, including specific performance and/or the recovery of all damages and expenses resulting from the breach, including reasonable attorney's fees.

14. CLOSING AND POSSESSION: The closing will be at the office of the seller's attorneys on or about October 31, 2009, and possession shall be granted to PURCHASER upon closing unless otherwise agreed herein.

15. REAL ESTATE BROKERS: PURCHASER and SELLER agree that no broker brought about this sale nor is anyone responsible for any commission for bringing about this sale.

16. CONTINGENCIES: The following contingencies are made part of this agreement and are attached hereto as addenda (Place an X for applicable contingency.) SEE PAGE 3 FOR ADDITIONAL CONTINGENCIES, IF ANY.

- | | | |
|---|---|---|
| A. <input type="checkbox"/> Water Test | F. <input type="checkbox"/> Structural Report | K. <input type="checkbox"/> Pest Inspection |
| B. <input type="checkbox"/> Septic System | G. <input type="checkbox"/> FHA or VA Mortgage | L. <input type="checkbox"/> Other |
| C. <input type="checkbox"/> 48 Hour Notice | H. <input type="checkbox"/> Survey | M. <input type="checkbox"/> Attorney Review |
| D. <input type="checkbox"/> Purchase Money Mortgage | I. <input type="checkbox"/> Hazardous Materials | N. <input type="checkbox"/> Lead |
| E. <input type="checkbox"/> Governmental Approvals | J. <input type="checkbox"/> Radon Inspection | |

17. EXPIRATION OF OFFER: Execution of this document by the PURCHASER shall constitute an offer and will become the contract upon acceptance by the SELLER. This offer shall remain open until the 10th day of June, 2009. If the SELLER does not accept this contract by said date, the offer shall be null and void and the deposit shall be returned to the purchaser.

18. ASSIGNMENT: Purchaser may assign this contract with the written consent of the SELLER.

19. ENTIRE AGREEMENT: This contract contains all agreements of the parties hereto. There are no other promises, agreements, terms, conditions, warranties, representations or statements other than contained herein. This agreement shall apply to and bind the heirs, legal representatives, successors and assigns of the respective parties. This agreement may only be changed in writing signed by all parties.

Date

PURCHASER

THIS OFFER IS CONTINGENT UPON FORMAL APPROVAL AND RATIFICATION BY THE ONEIDA COUNTY BOARD OF LEGISLATORS.

ACCEPTANCE: The above offer, together with the terms and conditions thereof, is hereby accepted and in consideration of the mutual covenants herein, the undersigned SELLER agrees to sell and convey on the terms and conditions of said offer. It is agreed that any sums deposited hereunder will be held in trust until closing by the SELLER'S agent/attorney and applied as a credit against the purchase price at closing.

Date

SELLER

Witness

SELLER

PURCHASE CONTRACT ADDENDA

IT IS RECOMMENDED THAT ALL PARTIES CONSULT AN ATTORNEY BEFORE SIGNING THIS DOCUMENT.

Property: 301 W. Dominick Street, Rome, NY
Addendum to contract to purchase dated the _____ day of _____, 2009
Between: Herb Phillipson's Army & Navy Store, Inc. (SELLER)
And The County of Oneida, NY (PURCHASER)

A. WATER TEST CONTINGENCIES NOT APPLICABLE

This Agreement is contingent upon satisfactory (indicate applicable test(s)):

- a. () Potable water test to be performed by a New York State approved laboratory.
 - b. () Flow test to be performed indicating a minimum flow sufficient to obtain mortgage financing on subject property. In addition, the well on said property will conform with the water flow in compliance with State, County and Local requirements, if applicable.
 - c. () A flow test to be performed indicating a minimum flow of _____ gallons per minute for one hour.
- Applicable test(s) is/are to be completed within twenty (20) days following the acceptance of this offer, and the costs of same shall be PURCHASER'S expense. The PURCHASER shall not be obligated to make more than one (1) attempt to establish an acceptable test to comply with the above requirements.

This contingency shall be deemed waived unless PURCHASER notifies SELLER OR SELLER'S DESIGNATED AGENT, in writing, with proof of failure, by CERTIFIED or REGISTERED MAIL, return receipt requested, postmarked no later than five (5) days of the completion of the applicable tests or by personal service by such date, as to the applicable test(s). If the PURCHASER so notifies, this Agreement shall be deemed null and void and all deposits made thereunder shall be returned to the PURCHASER with five (5) business days thereafter.

B. SEPTIC SYSTEM CONTINGENCY NOT APPLICABLE

This Agreement is contingent upon:

- a. () A satisfactory test of the septic system on the subject property is to be completed within twenty (20) days following the acceptance of this offer, at the PURCHASER'S expense. This test is to be performed by a licensed professional engineer, licensed plumber, septic system contractor, County Health Department or other qualified person.
- b. () If the property to be conveyed is undeveloped land, a satisfactory percolation test in compliance with the applicable State, County and Local requirements will be completed by _____, 2008. The cost of any percolation test, or test of a septic system, shall be the PURCHASER'S EXPENSE. This contingency shall be deemed waived unless PURCHASER notifies SELLER OR SELLER'S DESIGNATED AGENT, in writing, with proof of failure, by CERTIFIED or REGISTERED MAIL, return receipt requested, postmarked no later than five (5) days after the completion of the applicable tests, or by personal service by such date, as to the applicable test(s). If PURCHASER so notifies, this Agreement shall be deemed null and void and all deposits made thereunder shall be returned to PURCHASER with five (5) business days thereafter.

C. 48 HOUR CONTINGENCY NOT APPLICABLE

This Agreement is contingent upon a Contract of Sale being entered into for sale of PURCHASER'S property. It is understood and agreed that the subject property is to remain on the market as long as this contingency remains in effect. In the event the SELLER receives a firm written offer in an amount acceptable to the SELLER prior to a Contract of Sale for PURCHASER'S property, SELLER shall immediately notify the PURCHASER, in writing, by CERTIFIED MAIL, or by personal delivery of said offer, enclosing a copy of the offer. The PURCHASER shall then have two (2) business days from the time of receipt of such notice to waive this contingency, in writing. The date of receipt shall not be included in the two (2) business days. If within the said two (2) day period, the PURCHASER shall fail to waive said contingency, this Agreement shall be deemed null and void and all deposits made hereunder shall be returned to PURCHASER. In the event the PURCHASER does remove the contingency to sell her home, the PURCHASER must waive the contingency, in writing, with written proof of PURCHASER'S ability to complete the contract after removal.

D. PURCHASE MONEY MORTGAGE NOT APPLICABLE

The SELLER agrees to hold, and the PURCHASER agrees to execute, a purchase money ___ first ___ second Note and Mortgage in the amount of \$ _____, together with interest at _____% per annum. Said Note and Mortgage to be amortized over a period of _____ years with constant monthly payments of _____. The Note and Mortgage shall provide that the Mortgagor shall have the privilege of pre-paying any part or all of the principal balance at any time and without penalty. A balloon payment, if applicable, will be due at the end of the _____ year. The SELLER'S attorney shall prepare the Note and Mortgage at the PURCHASER'S expense, subject to the review and approval of the PURCHASER'S attorney.

E. GOVERNMENTAL APPROVALS NOT APPLICABLE

This Agreement is contingent upon PURCHASER, at PURCHASER'S expense, obtaining any and all Governmental approvals to use subject property for _____, including but not limited to zoning, special use permits, Certificate of Compliance and/or Occupancy, subdivision, final site plan and curb cut approvals. This contingency shall be deemed waived unless PURCHASER shall deliver written notice to SELLER, mailed, faxed or personally delivered no later than _____, 2003 of said failure to obtain said approvals. If PURCHASER so notifies, and provides written confirmation of said failure, then this Agreement shall be deemed canceled, null and void, and all deposits made hereunder shall be returned to PURCHASER.

F. STRUCTURAL REPORT CONTINGENCY NOT APPLICABLE

This Agreement is contingent upon a written determination, at PURCHASER'S expense, by a New York State Licensed architect, engineer or contractor that the premises are free from any material, structural, mechanical, electrical, plumbing, water and sewer defects. This contingency shall be deemed waived unless the PURCHASER notifies the SELLER OR DESIGNATED AGENT, in writing, by CERTIFIED or REGISTERED mail, return receipt requested, postmarked no later than twenty (20) days after the acceptance of this offer, or by personal service by such date, of such defect, and furthermore supplies a written copy of the report as described above. If the PURCHASER so notifies, then this Agreement shall be deemed null and void and all deposits made hereunder shall be returned to the PURCHASER.

G. FHA OR VA MORTGAGE CONTINGENCY NOT APPLICABLE

Notwithstanding Paragraph 6 of the standard Contract of Sale, PURCHASER and SELLER agree that this contract shall only be binding on PURCHASER if PURCHASER is able to obtain a FHA/VA mortgage loan. It is expressly agreed that, notwithstanding any other provisions of this contract, the PURCHASER shall not incur any penalty by forfeiture of earnest money or otherwise be obligated to complete the purchase of the property described herein, if the contract purchase price or cost exceeds the reasonable value of the property established by the Veteran's Administration or the Federal Housing Commissioner. The PURCHASER shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of the reasonable value established by the Veteran's Administration or the Federal Housing Commissioner.

The SELLER will pay \$ _____ in closing costs, to be applied to PURCHASER'S closing costs, points and prepayables.

H. SURVEY CONTINGENCY NOT APPLICABLE

This Agreement is contingent upon a survey of the property which substantially conforms to the total area and description of the property as contained in this Agreement and/or the re-dated Abstract of Title furnished herein, and shows the property to be marketable. In the event the survey does not substantially conform with said description and/or shows to be unmarketable, the PURCHASER shall have the option of canceling this Agreement and all deposits shall be returned to the PURCHASER within five (5) business days.

I. HAZARDOUS MATERIALS CONTINGENCY NOT APPLICABLE

PURCHASER may, at PURCHASER'S expense, have the property tested by a New York State licensed architect, engineer or contractor, for the presence of asbestos, toxic materials or waste upon the property, urea, formaldehyde gas, lead paint or any other hazardous material. This contingency shall be deemed waived unless PURCHASER notifies SELLER OR SELLER'S DESIGNATED AGENT, in writing, by CERTIFIED or REGISTERED MAIL, return receipt requested, postmarked no later than _____, 2003, or by personal service by such date, of such defect(s) and furthermore, supplies a written copy of the report as described herein. If within _____ days after the above written notification, SELLER is unwilling to remove the condition, then PURCHASER may terminate the Contract, in which event all deposits shall be returned to the PURCHASER within five (5) days.

J. RADON INSPECTION CONTINGENCY NOT APPLICABLE

PURCHASER may, at PURCHASER'S own expense, have the property tested by a reputable service for the presence of radon gas. SELLER agrees to maintain a "closed-house condition" during the test, which means that the SELLER shall keep all windows closed and shall minimize the number of times the exterior doors are opened and the time they are left open. SELLER further agrees to comply with all reasonable requirements of the testing service in connection with the test, provided such compliance shall be at no cost to SELLER. If the test reveals that the level of radon gas exceeds four pico-curies per liter (4 pic/lit), test reports must be mailed, faxed or personally delivered no later than _____ days after the date of the contract to SELLER, or this contingency shall be deemed waived by PURCHASER and the Contract shall remain in full force and effect. If, within _____ days after the above written notice, SELLER is unwilling to undertake remedial action to permanently reduce the radon gas level to a level below the stated guideline, PURCHASER may terminate the Contract, in which event all deposits shall be returned to the PURCHASER within five (5) business days.

K. PEST INSPECTION NOT APPLICABLE

The obligation of PURCHASER hereunder is subject to the receipt of an engineer's report or certification from a recognized pest exterminator, that based upon careful visual inspection of accessible areas, and upon sounding of accessible structural members, there is no evidence of termite or other wood destroying insect infestation in the subject property, and if such infestation previously existed, it has been corrected and any damage due to such infestation has also been corrected. If the test is not performed within ten (10) days after the date of this contract, this contingency shall be deemed waived by PURCHASER and the contract shall remain in full force and effect.

L. OTHER: 1) Electric Utility 2) Agricultural 3) Others

M. ATTORNEY APPROVAL NOT APPLICABLE

This Agreement is contingent upon PURCHASER and SELLER obtaining approval by their respective attorneys as to all matters contained herein, except for the purchase price. This contingency shall be deemed waived unless PURCHASER or SELLER'S attorney, on behalf of their client notifies the other party or that party's attorney, in writing, of their disapproval of this contract no later than five (5) business days after this contract has been signed by both the SELLER and PURCHASER. If either party's attorney provides such notice, this agreement shall be deemed null and void and all deposits shall be returned to the PURCHASER within five (5) business days.

Purchaser

Date

Seller

Date

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) 793-6235
Fax: (315) 768-6299

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

June 9, 2009

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

JN2009-280

PUBLIC WORKS

Dear County Executive Picente,

WAYS & MEANS

A lease for office space located in the downtown Rome area that is used by the Oneida County Department of Social Services and the Oneida County Health Department will expire on November 30, 2009. Existing conditions are unacceptable with regards to condition, accessibility, and size. There is also a need to secure office space for Working Solutions. Working Solutions is temporarily located at the Griffiss Business and Technology Park and existing conditions are unacceptable for similar reasons.

The Department of Public Works publicly advertised a request for proposals (RFP) to either lease or purchase office space necessary to accommodate these departments. After a lengthy and thorough review it was determined that acquisition of adequate office space would best meet Oneida County's short and long term needs.

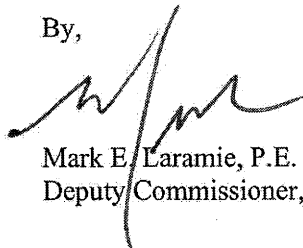
Two (2) responses to the RFP were received that indicated a willingness to consider a purchase agreement. These responses were from the Rome Management LLC (Oneida County's current landlord) and the owners of 300 W. Dominick St. (Herb Philipson's). In order to meet the County's current space, Rome Management LLC proposed the sale of property located at 228-234 W. Dominick Street, 236 W. Dominick Street, and 242 W. Dominick Street. These are adjacent but unconnected buildings with multiple floors and no parking. The Herb Philipson's facility consists of approximately 32,000 square feet of space on a single ground floor, approximately 16,000 square feet of usable space below grade, a garage area for equipment storage, and a +/-80 car parking lot. In addition, 300 W. Dominick Street is immediately adjacent to 301 W. Dominick Street which currently houses Oneida County Department Social Services Offices, Oneida County Family Court, Oneida County DMV, and Oneida County Adult Probation. For these reasons, the Department of Public Works has determined that acquisition of 300 W. Dominick Street is the preferred alternative. In fact, as per the enclosed cost summary this action would result in a cost savings for the taxpayers of Oneida County.

Therefore, I recommend creation and approval of a Capital Project with a budget of \$3,000,000.00 that would fund acquisition (\$1,100,000.00) and reconstruction (\$1,900,000.00) of 300 W. Dominick Street in Rome, New York. If you concur, please forward this request to the Oneida County Board of Legislators for consideration.

Sincerely,

John J. Williams
Commissioner

By,



Mark E. Laramie, P.E.
Deputy Commissioner, Division of Engineering

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



Anthony J. Picente Jr.
County Executive

Date 6/9/09

ONEIDA COUNTY

MULTI-YEAR CAPITAL PROGRAM

2009 - 2014

Project Title: **300 West Dominick Street**

Project Number:

Capital Account:

Cost Center: **A1620**

Department/Agency: **Public Works**

Date Submitted: **5/27/2009**

COST SUMMARY				
(1) ITEM	(2) TOTAL ESTIMATED COST (3) + (5)	(3) AUTHORIZED FUNDING TO DATE	(4) ORDERS/ EXPENDITURES	(5) COST SCHEDULE SIX-YEAR PERIOD (TOTAL)*
	3,000,000	0	0	3,000,000 E
				3,000,000 T

COST SCHEDULE FOR SIX-YEAR PERIOD (BY YEAR)							(12) COST TO COMPLETE
(6) 2009	(7)	(8)	(9)	(10)	(11)		After
3,000,000 E	0	0	0	0	0	0	0
3,000,000 T							

- SOURCES OF FUNDS -

*NOTE: ESTIMATED COSTS SHOULD BE
BROKEN DOWN AND LABELED TO REFLECT
THE VARIOUS SOURCES OF FUNDS, USING
THE SOURCE CODES AT RIGHT:

A = DIRECT APPROPRIATION
B = RESERVE FUNDS
D = USER CHARGES

E = BONDS
F = CAPITAL NOTES
G = STATE AID

H = FEDERAL AID
I = TOWN/LOCAL SHARE
X = OTHER

ONEIDA COUNTY BUDGET DIVISION

2009 - 2014

INDIVIDUAL PROJECT REQUEST

1. Department Project No. A1620 Department Priority No. Public Works
 Cost Center Code 300 West Dominick Street Department or Agency 300 West Dominick Street

2. Project Title: 300 West Dominick Street

3. Location: 300 West Dominick Street

4. Project Description:

Purchase property and facilities located at 300 West Dominick Street, Rome, NY and renovate facilities to house County offices including Department of Social Services, Health Department, and Working Solutions. In addition to real-estate acquisition, funds shall be used to furnish all labor, equipment, materials, furniture and services necessary for the planning, design, and construction of this project.

5. Why Is Project Needed?

Oneida County currently leases space in the Downtown Rome area for County offices including Department of Social Services, Health Department, and Working Solutions. These departments receive revenue from New York State for facility operation and maintenance. If located in County owned space vs. leased space, revenue from New York State would reduce the County's overall operating budget. A cost savings summary is attached.

6. Project Time Schedule:

Date Project Needs Completion 2009 Life Expectancy of Completed Project (Years) 30
 Year of Expected Completion 2038

7a. Estimated Cost of Requested Project
(attach detailed computation showing data source):

Outside Engineering, Planning, Legal, Architect, Appraisals, Etc.	\$300,000
Construction (Incl. Labor)	\$1,041,000
Equipment and Furnishings	\$500,000
Site or Right-Of-Way	\$1,100,000
Is Land Owned by County?	No
Cost of Financing	\$59,000
TOTAL:	\$3,000,000

7b. Estimated Cost of Project by Years:

Budget Year	Estimated Cost
2009	\$3,000,000
	\$0
	\$0
	\$0
	\$0
	\$0
After	\$0
TOTAL:	\$3,000,000

8. Percent of Money to be Spent Through:

Contract:	100
Co.Labor/Mats:	0

9. Proposed Method of Financing:

What Percent(%) of the Project will be Financed by the Following Methods:

Direct Appropriation	0	State Aid	0	Capital Notes	0
Reserve Funds	0	Federal Aid	0	User Charges	0
Town/Local Share	0	Bonds	100	Other	0
TOTAL:				100%	

Percent of State Aid to be Received:

Prior to Start of Project	0
In-Progress Payments	0
After Project is Completed	0
TOTAL:	100%

Percent of Federal Aid to be Received:

Prior to Start of Project	0
In-Progress Payments	0
After Project is Completed	0
TOTAL:	100%

10. Status of Plans/Specifications:

a. Construction:

Plans Not Needed	No	Sketch Plans in Preparation	No
Nothing Done on Plans	No	Sketch Plans Completed	No
Preliminary Estimates Rec'd	No	Detailed Plans in Preparation	No
Surveys Completed	No	Detailed Plans Completed	No
Work Plans Scheduled	No	Other	

b. Equipment

<i>Specifications</i>		<i>Available Under:</i>	
Completed?	No	State Contract	No
		County Contract	No
		Competitive Bidding	No
		Other (Specify)	

11. Anticipated Effect of Project on Annual Operating Budget (if any):

(First three (3) years after completion of construction or purchase.)

20 2010	-20000	20 2011	-20000	20 2012	-20000
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12. Remarks/Additional Justification:

NOTE: Furnish as much of the information requested as is available at the time of preparation. Attach maps, pictures, specifications and other supporting data that will aid in evaluating the project.

Contact Name: Mark Laramie

Contact Phone: 3157936236

Contact Address: 6000 Airport Road, Oriskany, NY

Prepared By:	Mark E. Laramie, PE	Deputy Commissioner	
	<small>Name</small>	<small>Title</small>	
Submitted By:	John J. Williams	Commissioner	27-May-09
	<small>Name</small>	<small>Title</small>	<small>Date</small>
Coordination - County Comptroller:	_____		_____
	<small>Signature</small>		<small>Date</small>
Approved by Capital Projects Committee:	_____		_____
			<small>Date</small>
Proposed to Board of County Legislators by County Executive:	_____		_____
			<small>Date</small>
Approved by Board of County Legislators:	_____		_____
	<small>Resolution Number</small>		<small>Date</small>



ORRICK

ORRICK, HERRINGTON & SUTCLIFFE LLP
666 FIFTH AVENUE
NEW YORK, NY 10103-0001
tel 212-506-5000
fax 212-506-5151
WWW.ORRICK.COM

June 8, 2009

Thomas E. Myers
(212) 506-5212 (Direct Dial)
tmyers@orrick.com

VIA E-MAIL (jtimpano@ocgov.net)

Mr. Joseph J. Timpano
County Comptroller
County of Oneida
County Office Building
800 Park Avenue
Utica, New York 13501

FN 2009-281
PUBLIC WORKS
WAYS & MEANS

Re: County of Oneida, New York
Purchase of Real Property
Orrick File: To Be Assigned

Dear Joe:

Pursuant to information furnished in Sheryl Brown's e-mail of June 5, we are enclosing the following relative to the above:

- (1) Suggested form of bond resolution. As you know, this resolution must be adopted by the affirmative vote of at least two-thirds of the entire voting strength of the County Legislature.
- (2) A suggested form for the Legal Notice of estoppel. This Legal Notice of estoppel should be published once in each of the official newspapers designated in Section 9 of the bond resolution.

In due course, please furnish us with the following:

- (a) An ORIGINALLY certified copy of the enclosed bond resolution.
- (b) An ORIGINAL printers' affidavit of publication of the Legal Notice of estoppel from both official County newspapers.

Please do not hesitate to call if you have any questions.

With best wishes,

Very truly yours,

Tom

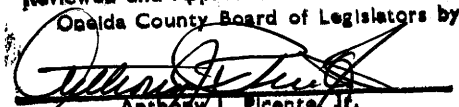
Thomas E. Myers

/es

Enclosures

cc: Ms. Sheryl Brown (sbrown@ocgov.net)
Mr. John C. Shehadi (jshehadi@fiscaladvisors.com)

OHS East:160571044.1

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

Anthony J. Picente, Jr.
County Executive
Date 6/9/09

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INTRODUCTORY
NO. _____

F.N. 2009-

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. _____

INTRODUCED BY: _____

2ND BY: _____

A RESOLUTION AUTHORIZING THE PURCHASE OF REAL PROPERTY LOCATED AT 300 WEST DOMINICK STREET IN ROME AND RECONSTRUCTION OF THE BUILDING LOCATED THEREAT, IN AND FOR THE COUNTY OF ONEIDA, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$3,000,000, AND AUTHORIZING THE ISSUANCE OF \$3,000,000 BONDS OF SAID COUNTY TO PAY THE COST THEREOF.

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the County Legislature of the County of Oneida, New York, as follows:

Section 1. The purchase of real property located at 300 West Dominick Street in Rome at a maximum estimated cost of \$1,100,000 and reconstruction of the building located thereat at a maximum estimated cost of \$1,900,000 for use by various County offices including the Department of Social Services, Health and Working Solutions, including preliminary plans, site improvement, original furnishings, equipment, machinery and apparatus and incidental improvements and expenses, is hereby authorized at a total maximum estimated cost of \$3,000,000.

Section 2. The plan for the financing of such maximum estimated cost is by the issuance of \$3,000,000 bonds of said County hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific objects or purposes is thirty years for the real property and twenty-five years for reconstruction, pursuant to subdivisions 11(a) and 12(a)(1), respectively, of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said County of Oneida, New York, are hereby irrevocable pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. To the extent not paid from other sources, there shall annually be levied on all the taxable

real property of said County, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Comptroller, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the County Comptroller, the chief fiscal officer of such County. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the County Comptroller shall determine consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

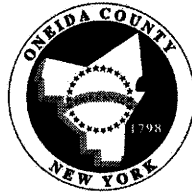
- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. This resolution, which takes effect immediately, shall be published in summary form in the *Observer Dispatch* and in the *Rome Sentinel*, the official newspapers of such County, together with a notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.

Anthony J. Picente Jr.
County Executive

Lucille A. Soldato
Commissioner



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

May 29, 2009

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

7/12/2009 - 282
HUMAN RESOURCES

WAYS & MEANS

Dear Mr. Picente:

I am requesting to recreate position # 482 Support Investigator.

The Support Investigator position is a grade 17, with a step 1 salary of \$21,966, under Account # A6010, Social Services – Administration. This position will be vacant on May 29, 2009.

The Support Investigator position is located in the Child Support Division.

This position is responsible for interviewing custodial and non-custodial parents, establishing paternity, determining financial status and location of non-custodial parents.

The Support Investigator files initial support petitions, prepares modification orders, determines income and property executions and cost of living adjustments. This position has frequent contact with Family Court and local Attorney's. This position has an average caseload of 750 cases.

The Department presently has ten (10) Support Investigator positions.

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

Respectfully,

Lucille Soldato, Commissioner

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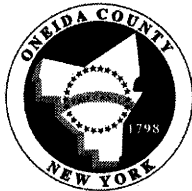
Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive

Date 6/9/09

Anthony J. Picente Jr.
County Executive

Lucille A. Soldato
Commissioner



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

May 29, 2009

7N2009-283

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

HUMAN RESOURCES

WAYS & MEANS

Dear Mr. Picente:

I am requesting to recreate position # 229 Social Welfare Examiner.

The Social Welfare Examiner position is a grade 17, with a step 1 starting salary of \$21,966 under Account # A6012, Temporary Assistance – Administration. This position will become vacant on June 4, 2009.

This position is located in the Intake area of Temporary Assistance.

Examiners interview on average 4 to 5 new applications per day and carry caseloads of approximately 120 cases.

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

Respectfully,

Lucille Soldato
Commissioner

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County Executive

Date 6/9/09