



# ONEIDA COUNTY BOARD OF LEGISLATORS

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

## COMMUNICATIONS FOR EXPEDITED ACTION FOR BOARD MEETING DATED SEPTEMBER 12, 2012

Gerald J. Fiorini  
Chairman  
(315) 798-5900

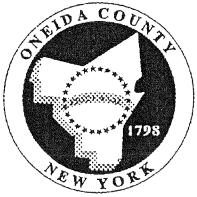
Mikale Billard  
Clerk  
(315) 798-5404

George Joseph  
Majority Leader

Frank D. Tallarino  
Minority Leader

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

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ONEIDA COUNTY BOARD OF ELECTIONS

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

Anthony J. Picente Jr.
County Executive

CAROLANN N. CARDONE
Democratic Commissioner
(315) 798-5761

PAMELA N. MANDRYCK
Republican Commissioner
(315) 798-5763

FN 20 12-325

April 3, 2011

GOVERNMENT OPERATIONS

WAYS & MEANS

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

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

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

Date 8-14-12

Dear County Executive Picente:

Please find enclosed nine (9) duplicate originals of the contract between Oneida County and the New York State Board of Elections to enable the Commissioners of the Oneida County Board of Elections to initiate reimbursement for items purchased to achieve and maintain HAVA compliance. This is commonly referred to as the SHOEBOX program. Oneida County will have access to \$145,569.99 in grant dollars under contract number C003232. The terminate date of this contract is currently scheduled as 31 March 2014. Thus, the availability of these funds ceases on December 31 of the year following the fiscal year in which the funds are appropriated. Specifications regarding the submission requirements for each reimbursement application are stipulated.

As per the County Attorney, your signature as the individual executing contracts on behalf of the county is typical and must be notarized. A form for acknowledgement by a Notary Public is attached to each of the four contracts which must be returned to the Board of Elections for forwarding to the New York State Board of Elections, Election Operations.

Thank you for your attention to this matter. Please feel free to contact us if you have any questions or need anything further.

Sincerely,

[Signature: Pamela N. Mandryck]

PAMELA N. MANDRYCK
COMMISSIONER OF ELECTIONS

[Signature: Carolann N. Cardone]

CAROLANN N. CARDONE
COMMISSIONER OF ELECTIONS

PNM: CNC
Enc.



Oneida Co. Department: Board of Elections

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

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name of Proposing Organization: New York State Board of Elections**

**Title of Activity or Service: Reimbursement for items purchased to achieve and maintain HAVA compliance.**

**Proposed Dates of Operation: upon execution terminating 3/31/2014**

**Client Population/Number to be Served: Voters in Oneida County (approximately 129,318)**

**Summary Statements**

**1) Narrative Description of Proposed Services**

The purpose of this program is to provide Oneida County with the opportunity to receive reimbursement for stipulated purchases made to achieve and maintain HAVA compliance.

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

The objective of this program is to ensure HAVA compliance.

**3) Program Design and Staffing**

The Commissioners will strive to determine all potential reimbursable items/actions and will submit the required documentation for same to the New York State Board of Elections.

**Total Funding Requested:** \$ 145,569.99


**Account #** A1240

**Oneida County Dept. Funding Recommendation:** \$ 145,569.99

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

**Cost Per Client Served:** undetermined

**Past Performance Data:** The Commissioners have successfully sought and obtained over \$150,000 in reimbursements to date and have (and continue to) identify further reimbursable expenditures.

<p>James A. Walsh Co-Chair</p> <p>Gregory P. Peterson Commissioner</p> <p>Todd D. Valentine Co-Executive Director</p>	 <p>40 STEUBEN STREET ALBANY, N.Y. 12207-2108 Phone: 518/474-6220 www.elections.state.ny.us</p>	<p>Douglas A. Kellner Co-Chair</p> <p>Evelyn J. Aquila Commissioner</p> <p>Robert A. Brehm Co-Executive Director</p>
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March 16, 2012

Carolann Cardone, Commissioner  
Pamela Mandryck, Commissioner  
Oneida County Board of Elections  
321 Main Street - 3rd Floor  
Utica, NY 13501

Re: County HAVA Funds Contract for reimbursement of State Board of Elections' "Submission of HAVA Operations Expenses by Boards of Elections" (SHOEBOX) Shoe Box costs – Grant Amount: \$145,569.99  
Contract Number: # C003232

Dear Commissioners:

In order for New York State to be compliant with the Help America Vote Act (HAVA), certain requirements were/are necessary to achieve/maintain this compliance. Each county has purchased items necessary to implement, install, store and maintain the voting machines and associated equipment required by HAVA. Costs associated with these additional items (SHOEBOX items) not included initially, but necessary for compliance, may be reimbursed from your County's remaining HAVA funds through the State Board of Elections' "Submission of HAVA Operations Expenses by Boards of Elections" (SHOEBOX) program.

Enclosed please find the proposed contract (*an Original and three Duplicate Originals*) to be used to reimburse your county for funds expended on HAVA-related expenses as permitted, pursuant to the SHOEBOX program details contained therein. Please review the contract for accuracy.


Please execute **ALL necessary copies** of these contracts. **Please note that the signature of the person(s) executing the contracts on behalf of your county must be NOTARIZED.** The form for acknowledgement by a Notary Public is attached to each contract.

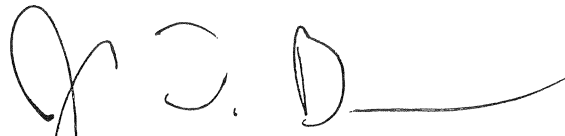
Return all copies of the contracts to: NYS Board of Elections, Elections Operations Unit, 40 Steuben Street, Albany, NY 12207-2108.

You will receive a copy of the contract for your records when the contract has been signed, and in certain instances, approved by the Attorney General and the State Comptroller (if necessary). We will send the record copies to you, together with instructions for filing vouchers to obtain payments.

Thank you in advance for your prompt attention to this matter.

Very truly yours,

  
Anna E. Svizzero  
Director of Elections Operations

  
Joseph T. Burns  
Deputy Director of Elections Operations

Enclosures: As Stated

Agency Code: 01540  
Shoe Box Contract #C003232

Federal I.D. 15-6000460

# Contract

between

Oneida County Board of Elections

and

THE NEW YORK STATE BOARD OF ELECTIONS

Date: March 16, 2012

5.

# Contract

This Contract is made by and between the State of New York, acting by and through the New York State (NYS) Board of Elections with its principal offices at 40 Steuben Street, Albany, New York 12207 (hereinafter referred to as the "State"); and Oneida County Board of Elections (hereinafter referred to as the "Grantee"), with principal offices at 321 Main Street - 3rd Floor, Utica, NY 13501. The foregoing are collectively referred to as the "Parties."

## Witnesseth

Whereas, the New York State Board of Elections has received federal funds to use to comply with and implement the 2002 Help America Vote Act (HAVA), and

Whereas, the New York State Legislature has provided an appropriation for use of the federal funds for the purposes set forth below, and

Whereas, the New York State Board of Elections has allocated certain federal funds provided to New York State for the furtherance of elections for Federal Office in an amount not to exceed \$145,569.99 to Grantee as part of the New York State Budget for FY 2011-2012.

Whereas, the Grantee desires to use the \$145,569.99 grant appropriation for the purposes set forth below, and

Now, therefore, in consideration of the mutual covenants and Warrants herein set forth, the parties agree as follows:

1. The Grantee shall use the appropriation as summarized in the Workplan/Budget (Appendix B) to meet the Help America Vote Act (HAVA) Title III requirements (hereinafter referred to as "Grant Purpose") including:
  - a. Voting System Standards
  - b. Provisional Voting
  - c. Voter Information
  - d. Statewide Voter Registration Database
  - e. Voter Identification for First-time Voters.

Any modifications to the Workplan/ Budget which result in a change of greater than 10% to any budget category must be submitted to the State agency and OSC for approval as appropriate.

2. In the performance of this contract, the Grantee, its agents and employees shall obtain all approvals, licenses, and permits that may be required to ensure that the work, programs and services performed or provided by the Grantee comply with applicable federal, State and local laws.

3. The State of New York shall provide financial assistance to the Grantee in accordance with the terms of the appropriation made by the Legislature for the Grant Purpose. The responsibilities and obligations of the State of New York shall, however, be limited to the sum of \$145,569.99. The Parties acknowledge this is a "reimbursement based" contract. Reimbursement will be made only for those sums, up to the amount of the appropriation, expended by the Grantee on or after the start date of this contract and before the termination date of this contract for the Grant Purpose.

4. The Parties agree that the term of this contract shall commence on April 1, 2004 and shall terminate on March 31, 2014.

5. In accordance with the State Finance Law 99-d(4), the availability of all federal funds cease on December 31st of the year following the fiscal year in which the funds were appropriated, unless such funds are reappropriated by the New York State Legislature. Therefore, to insure that payments are made prior to the expiration date, voucher must be received at the address listed in Attachment C no later than December 1st of the year following the fiscal year in which the funds were appropriated.

6. In accordance with State Finance Law 99-d(6)(a) the state shall not be liable for payments pursuant to any contract, grant or agreement made pursuant to an appropriation in any account of this fund, if insufficient monies are available for transfer to such account of this fund, after required transfers pursuant to Section 99-d(3) of the State Finance Law.”

7. The Grantee, to be eligible for payment, shall submit to the State’s designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (also in Appendix C) and by agency fiscal guidelines, in a manner acceptable to the State

8. (a) If the grant amount is less than or equal to \$50,000, the Grantee understands that this Contract does not take effect until after it is executed by all of the Parties. The Grantee further understands that the State cannot accept or process vouchers for payment until such time as this Contract is fully executed.

(b) If the grant amount exceeds \$50,000, the Grantee understands that this Contract does not take effect until it is approved by the NYS Attorney General and the Office of the State Comptroller. The Grantee further understands that the State cannot accept or process any vouchers for payment until such time as this Contract is fully executed

9. During the term of this Contract, the Grantee agrees that it will not discriminate against any employee or applicant for employment because of race, creed, sex, national origin, age or disability and that it will take affirmative action to insure that equal employment practices will be followed.

10. Funds provided pursuant to this Contract shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.

11. The Grantee agrees that the State of New York, its departments, subdivisions, agents and employees are not responsible for any of the acts or omissions of the Grantee, including, but not limited to, negligence or other tortuous conduct, and that the State of New York is not, under any circumstances, responsible for the contracts, debts or other obligations of the Grantee; and further, the Grantee agrees to indemnify and save harmless the State of New York, its departments, divisions, and employees from any and all suits, causes of actions, claims, grievances, damages, judgments and costs of every name and description that may arise out of, or by reason of, any acts or omissions relating, in any way, to this Contract or the purposes thereof.

12. The New York State Board of Elections, the Office of the State Comptroller and their representatives shall have the right to inspect the facilities and operations of the Grantee and shall have the right to audit the books, accounts and records of the Grantee with respect to expenditures of the sums provided herein.

13. Appendix A (Standard clauses for all New York State Contracts), Appendix B (Workplan/Budget), Appendix C (Payment Schedule) and Appendix X (Modification Agreement Form) are attached hereto and are hereby made a part of this Contract as if set forth fully herein. Appendix A is an essential and necessary part of all contracts with the State of New York. Appendix A is of the essence in the execution and performance of this Contract.

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

15. Termination

(a) This Contract may be terminated at any time upon mutual written consent of the State of New York and the Grantee.

(b) The State may terminate this Agreement without cause by ninety (90) days prior written notice. The termination shall be effective in accordance with the terms of the notice. Upon receipt of notice of termination, the Grantee agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval of the New York State Board of Elections.

(c) The State of New York may terminate the Contract immediately, upon written notice of termination to the Grantee, if the Grantee fails to comply with the terms and conditions of this Contract and/or with any laws, rules, regulations, policies or procedures affecting this Contract. Written notice of termination shall be sent by First Class mail. The termination shall be effective in accordance with the terms of the notice. Upon receipt of notice of termination, the Grantee agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval of the New York State Board of Elections.

(d) The New York State Board of Elections shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the Contract. In no event shall the State of New York be liable for expenses and obligations arising from the program(s) in the Contract after the termination date.



Contract Number: C003232

Federal identification number: 15-6000460

In Witness hereof, the parties have signed this agreement on the dates set forth below.

Grantee (Sub-Recipient) Signature Oneida County Board of Elections

By: \_\_\_\_\_ (signature) Title: \_\_\_\_\_

\_\_\_\_\_ (print name) Date: \_\_\_\_\_

Verification

State of New York }  
County of \_\_\_\_\_ } SS:

On this \_\_\_\_ day of \_\_\_\_\_, 2012, before me, the subscriber, personally came \_\_\_\_\_, to me known, and who, being duly sworn, did depose and say that he/she resides at (Address) \_\_\_\_\_, (City) \_\_\_\_\_, (State) \_\_\_\_\_, (Zip) \_\_\_\_\_, that he/she is the (Title) \_\_\_\_\_

\_\_\_\_\_ of the organization described in and which executed the above instrument; and that he/she signed his/her name thereto by order of the board of directors of said organization.

\_\_\_\_\_  
Notary Public

STATE AGENCY SIGNATURES – **New York State Board of Elections** / State Agency Certification: "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

By: \_\_\_\_\_  
Robert A. Brehm, Co-Executive Director

By: \_\_\_\_\_  
Todd D. Valentine, Co-Executive Director

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

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

Approved:

Attorney General's Signature

Thomas P. DiNapoli, Comptroller

\_\_\_\_\_

By \_\_\_\_\_

Dated \_\_\_\_\_

Dated \_\_\_\_\_

9.

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**APPENDIX A**

**STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS**

10.

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## STANDARD CLAUSES FOR NYS CONTRACTS

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

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

2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or

reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).

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

5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of

this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

**6. WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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

**8. INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce

Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

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

**10. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely

affect, the State's right to discovery in any pending or future litigation.

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**

(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.**

In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a

contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without

discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

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

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

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

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

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

**17. SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to

service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

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

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

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

15.

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

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

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

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

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

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

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the

New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

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

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

**22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

**23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.** If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

16.



24. **PROCUREMENT LOBBYING.** To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. **CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.**

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

## Appendix B Shoebox Grant Workplan / Budget

If funding is being requested for more than one project, item or service, the narrative section should include information for each project, item or issue being addressed and the outcome achieved. After developing the narrative section as outlined, the application should include a summary.

Application Narrative: Include (1) the problem being addressed or need being fulfilled, for example, the need for privacy booths and the various accompanying accessories for which the County Board of Elections seeks reimbursement, thus substantiating the purpose of the funding request; (2) the methodology/means to address the problem; (3) the actual costs of the means to address the problem including the affirmation that the costs are allowable, allocable and reasonable; and (4) the methods to be used to evaluate the success of addressing the problem.

Please see attached Narrative sheet

Applicants Comments:

Expense Category ( see allowable expenses listed in the general information section)	Quantity	Unit Price	Total
Training Costs			\$60,000
Miscellaneous Election Materials			\$ 8,000
Improvements to Machine Storage area			25,000
Office Space Improvements			\$27,500
Transport Vehicle – Machines/Bags/Equip.			\$25,000
<b>Workplan/Budget Total</b>			<b>\$145,570</b>
<i>To be completed by the New York State Board of Elections</i>			
<b>County HAVA Funds Available</b>			
<b>Contract Amount*</b> <i>Lesser of the Workplan/ Budget or County HAVA Funds Available</i>			

**Appendix B**  
**Shoebox Grant**  
**Workplan/Budget Narrative Details**

The Oneida County Board of Elections has outlined the attached budget to support the ongoing needs of all election activities in the current grant period, as well as the anticipated need of the office operations to be moved to a location that will house both staff and machines in one location. The details for these expenditures include:

**Training Costs (\$60,000):** This amount represents costs of \$20,000 in FY2012 and \$40,000 in FY2013 to be reimbursed for training costs. This includes training for election inspectors, poll workers, and machine technicians.

**Miscellaneous Election Materials (\$8,000):** The materials used in training include manuals, test booklets, handouts, Laptop computer/projector equipment and brochures.

**Improvements to Machine Storage Area (\$25,000):** This expense is expected in 2013 when the Board of Elections moves to a new location on County-owned property. Currently, the County leases warehouse space in one building for machine storage and staff/office operations are in a separate location located in a different part of the city. There have been numerous difficulties with this arrangement; notably that the staff has to travel to the warehouse to conduct training and complete programming activities. In addition, on days when machines are to be moved out to poll sites, the machines must be moved individually into a freight elevator and then out to trucks for delivery. The entire system is inefficient and costly.

In 2013, the County will be relocating the staff offices to a newly renovated County building which is centrally located. Several other County departments have already been relocated to this building, and there remains sufficient space to house Board of Elections staff as well as the voting machines and election equipment. By housing all staff, equipment and operations into one location, it is expected that the entire department's efficiency will be greatly enhanced, and the preparation and roll-out on election days will be safe, secure and efficient. The new building is fully accessible and includes a well-designed loading dock.

**Office Space Improvements (\$27,500):** This expense is directly related to the category above. Office space improvements will be made in the new location to increase efficiency of staff operations.

**Transport Vehicle – Machines/Bags/Equipment (\$25,000):** Transportation for the ballot bags, tapes, pens, memory cards, accessibility components, machines, etc., is currently handled by contracted outside vendors. This system is not always the most desirable or timely method for transportation. The County public works staff is capable of providing the labor, and would be better able to provide this assistance with the addition of a closed transport vehicle for the safe moving of this equipment when needed.

## Appendix C – Payment Schedule

Payments will be issued by voucher on a reimbursement basis. Reimbursement will be issued for the lesser of 1) the actual expenditure for HAVA related expenses or 2) the balance of HAVA funds allocated to the county.

Further, to meet the audit requirements of the State, Grantee shall submit acceptable proof of payment (such as a copy of a cancelled check) and the original bill from the contractor/vendor establishing that the bill has been paid. Grantee also shall include a completed statement of expenses, which provides detail of the expenditures. Such statement shall be provided by and in the form and manner determined by the State.

Grantee will ensure that any reimbursement request for capitalized expenses for equipment with a per unit cost of \$5,000 or more (excluding voting machines) or any improvements to property receive a waiver from the Election Assistance Commission (EAC) prior to submission of the request. Waiver must be submitted with the reimbursement request.

To be eligible for payment, the Grantee must submit a Grant Voucher. On the voucher, the Grantee must set forth, in detail, the expenditures and obligations incurred to accomplish the Grant Purpose and the terms of this Contract. In addition, on the voucher, the Grantee shall certify, in writing, that the request for payment does not duplicate the reimbursement of costs that the Grantee has received or may receive from other sources. The voucher shall reference the contract number assigned to this award. Vouchers are to be submitted to the following address for processing:

NYS Board of Elections  
ATTN: Election Operations Unit  
40 Steuben St  
Albany, NY 12207-2108

The New York State Board of Elections will present the Grantees' vouchers to the NYS Office of the State Comptroller for review and approval. However, submission of the vouchers to the State Comptroller may be delayed if the Grantee does not submit vouchers timely to the above address.



# Griffiss International Airport

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



ANTHONY J. PICENTE, JR.  
County Executive

MICHAEL C LAWRENCE JR  
Acting Commissioner of Aviation

FN 20 12 - 326

**AIRPORT**

August 16, 2012

**WAYS & MEANS**

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

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

Anthony J. Picente, Jr.  
County Executive

Date 8/21/12



Re: **BUILDING 100, EAST BAY HANGAR LEASE – MIDAIR USA, INC**

Dear Mr. Picente,

In accordance with Federal Aviation Administration (FAA) Sponsor Assurances #22 and #23, the Department of Aviation advertised a Request for Proposal (RFP) to seek a qualified commercial aeronautical tenant to lease the East Bay Hangar of Building 100. The results of the RFP and subsequent lease negotiations have resulted in a proposed lease with Midair USA, Inc. The lease is for an initial three (3) year Term with an option for a second five (5) year Term. The first 3 years of the lease will generate \$463,635 in revenue for the Department of Aviation. The Hangar is to be used for the operation of an aircraft Repair Station in accordance with Title 14, Code of Federal Regulation (CFR), Part 65, 91 and /or 145, for the performance of maintenance, preventive maintenance, or alterations of an aircraft, airframe, aircraft engine, propeller, appliance, or component part to which Part 43 applies.

It is requested that you submit to the Board of Legislators for approval the enclosed Commercial Hangar and Ramp Use Agreement between the County and Midair USA, Inc.

Sincerely,

Michael C Lawrence Jr.  
Acting Commissioner of Aviation

dd.



Oneida County Department: Aviation

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

## Oneida County - Contract Summary

**Name of Proposing Organization:** MidAir USA,INC

**Title of Activity or Service:**  
Commercial Hangar & Ramp Use  
Agreement

**Client Population/No. to be Served:** N/A

**Summary Statements:**

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

This lease is the result of an RFP and subsequent negotiations for East Hangar Bay of Building 100 .The East Bay consists of 50,000 sq. ft. of Hangar Space.

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

This lease will give MidAir the necessary hangar Space to perform Maintenance on several types of aircraft. It will also enable them to expand their work force.

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

**Total Funding Requested:** \$ 463,635 in revenue for the first 3 years

**Oneida County Department Funding Recommendation:**

**Account #** A.1781

<b>Proposed Funding Source:</b>	<b>Federal</b> \$0	<b>State</b> \$0	<b>County</b> \$0
	_____	_____	_____

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

**Past Performance Data:** MidAir currently employs 280

**Oneida County Department Staff Comments:**

The first 3 years of this lease will generate \$463,635 in revenue for the Department of Aviation and additional revenue if the 5 year option is exercised.



Sandra J. DePerno  
County Clerk

Diane B. Abraham  
1st Deputy Clerk



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

## CLERK OF ONEIDA COUNTY

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

Phone: (315) 798-5776 ♦ Fax: (315) 798-6440

August 17, 2012

FN 20 2-327



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

**WAYS & MEANS**

Dear County Executive Picente:

The County Clerk's Office has been awarded a \$70,000 grant from the New York State Local Government Records Management Improvement Fund. These funds will be used to expand the County Clerk's current system of digitizing/scanning and preserving deed and mortgage records. With grant completion the County Clerk's Office now has available to the public 37 years of easily accessible land records.

I therefore respectfully request the following 2012 supplemental appropriation before the Oneida County Board of Legislators:

TO:  
AA#A1410.4951 – County Clerk / Registrar – Other Expenses..... \$70,000.00

This supplemental appropriation will be fully supported by unanticipated revenue in:

RA# A3063 – State Aid – Records Management.....\$70,000.00

I also respectfully request that the full Board of Legislators act on this legislation at their September 12, 2012 meeting.

Respectfully submitted,

Sandra J. DePerno  
Oneida County Clerk

CC: County Attorney  
Comptroller  
Budget Director

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

Anthony J. Picente, Jr.  
County Executive

Date 8/20/12

25.

ANTHONY R. CARVELLI  
COMMISSIONER

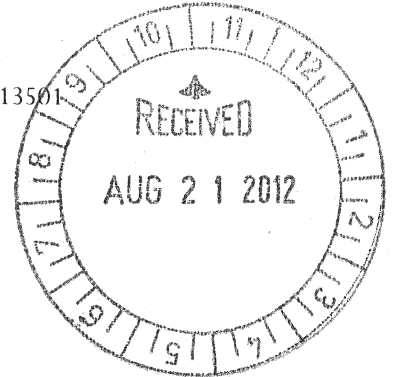
ONEIDA COUNTY

ANTHONY J. PICENTE JR.  
COUNTY EXECUTIVE



DEPARTMENT OF FINANCE

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



August 17, 2012

FN 20 12 - 328

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

**WAYS & MEANS**

Dear Mr. Picente:

On Thursday, August 16, 2012, the Oneida County Finance Department received bids on various tax delinquent properties. Attached, please find a list of the highest offers received that evening. Initially we started with over 100 properties. Since our last auction held in February 2012, collection efforts have resulted in recovering over \$1,212,054 in delinquent taxes.

We would also like to personally thank the county maintenance staff, the Sheriff's Department for providing security, and County Legislator Les Porter who generously donates his time and talent as auctioneer.

We recommend full Board consideration of the attached bids for approval and respectfully request that you forward same at your earliest opportunity.

Sincerely yours,

Anthony Carvelli  
Commissioner of Finance

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

Anthony J. Picente, Jr.  
County Executive

Date 8/20/12

AC/bad

cc: Gerald Fiorini, Chairman, Oneida County Board of Legislators  
Greg Amoroso, County Attorney  
File

26.

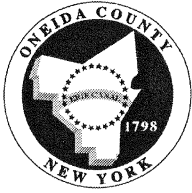
Bid #	Name	Swis	TAX MAP	CD	Town/City	Address	Pad #	Bid Amt	Taxes Owed
12-2-51	RODGERS, FREIDA	1600	318.081-2-38	TE	UTICA	1511 WEST ST	106	\$7,500.00	\$5,120.08
12-2-16	CITY OF ROME	1301	242.073-2-32	NQ	ROME	406 ANN ST	1	\$2,300.00	\$1,948.65
12-2-7	CIPRIANO, MICHAEL	1600	319.054-1-10	LU	UTICA	316 KOSSUTH AVE	79	\$2,200.00	\$4,643.19
12-2-20	DECARLO, THOMAS	3200	294.000-1-12	JJ	DEERFIELD	597 WALKER RD			\$1,948.65
	DECARLO, THOMAS	3200	294.000-1-13	KC	DEERFIELD	WALKER RD	23	\$750.00	\$4,163.86
12-2-57	SHAVER, ADAM	6401	236.016-1-4	NB	VIENNAV SYLVAN BEACH	MCCLANATHAN AVE	21	\$650.00	\$1,100.51
12-2-38	MOHAMMED, LAYAL	1600	318.066-1-39	UT	UTICA	1109 LINWOOD PL	91	\$2,500.00	\$7,111.17
12-2-49	RICHARDS, ROYSTAN	6200	240.000-2-9	LV	VERONA	NY RT 46 & 49	4	\$1,500.00	\$1,115.80
12-2-36	LESTER, MORGAN	1600	318.063-3-18	SM	UTICA	3-5 WAVERLY PL	52	\$9,000.00	\$5,189.93
12-2-13	CITY OF ROME	1301	242.068-1-33	PQ	ROME	116 BYRNES AVE	3	\$500.00	\$2,653.06
12-2-52	RUBINO, JOHN	3600	244.002-1-14	KV	FLOYD	7841 MCKERN RD	89	\$12,000.00	\$27,772.71
12-2-53	RUBINO, JOHN	3600	244.002-1-16	MH	FLOYD	7839 MCKERN RD	29	\$16,000.00	\$16,255.01
12-2-66	WHITE, MAHLON & EVELYN	1389	259.001-3-12	PC	ROME (OUTSIDE)	6837 STANWIX AVE	75	\$9,500.00	\$16,595.08
12-2-68	WILSON, HEADLEY	5289	142.002-6-25	RP	REMSEN	ONEIDA ST	18	\$100.00	\$440.19
12-2-21	DELACRUZ, ENID	1600	318.066-1-52	RA	UTICA	1141 LINWOOD PL	112	\$1,500.00	\$1,940.51
12-2-18	CITY OF ROME	1301	242.033-1-60	LY	ROME	420 W COURT ST	78	\$1,500.00	\$1,653.60
12-2-2	AYANGOLOUS, DAVID	3600	208.000-1-21	IO	FLOYD	SCOTT LANE	26	\$2,100.00	\$2,120.69
12-2-39	MUSALLAM, IMAD	1600	319.062-5-35	SU	UTICA	918 KOSSUTH AVE	76	\$10,000.00	\$2,090.97
12-2-8	CITY OF ROME	1389	188.003-1-22	PU	ROME (OUTSIDE)	6097 LORENA RD	66	\$400.00	\$425.63
12-2-15	CITY OF ROME	1301	243.005-2-4	LI	ROME	104 LYNDALE DRIVE	55	\$2,750.00	\$1,374.04
12-2-54	SANABRIA, ABELINO	1600	318.073-1-6	PN	UTICA	12 WALKER ST	94	\$600.00	\$2,047.12
12-2-11	CITY OF ROME	1301	242.067-1-20	MH	ROME	281 E DOMINICK ST	9	\$300.00	\$2,046.71
12-2-48	REPEL, CLIFFORD	3800	68.000-2-4	LP	FORESTPORT	10885 BELLINGERTOWN RD	35	\$2,250.00	\$1,944.04
12-2-3	BUCHANAN, DWIGHT & LISA	1600	318.075-4-64	UZ	UTICA	1219 SEYMOUR AVE	63	\$4,500.00	\$2,753.80
12-2-17	CITY OF ROME	1301	242.065-2-49	TY	ROME	414 DEPEYSTER ST	60	\$700.00	\$1,740.48
12-2-42	ORTEGA, MARTIRES M	1600	307.018-1-40.2	OS	UTICA	720 HERKIMER RD	33	\$9,000.00	\$2,180.32
12-2-40	NICHOLS, WILLIAM	5201	159.007-3-39	VA	REMSENV REMSEN	9544 MAPLE AVE	40	\$2,000.00	\$3,324.27
12-2-45	PINEDA, OSCAR	1600	318.032-2-42	NV	UTICA	822 EDWARD ST	17	\$2,250.00	\$1,829.20
12-2-5	CARE REAL ESTATE HOLDINGS	1600	318.040-3-23	NH	UTICA	710 ROBERTS ST	117	\$5,600.00	\$2,223.62
12-2-32	LA COMBE, ALBERT	4400	278.000-2-23	MP	MARCY	10028 CHURCH ROAD	105	\$400.00	\$14,421.51
12-2-14	CITY OF ROME	1301	242.073-2-58	TK	ROME	324 LYNCH ST	68	\$1,000.00	\$2,819.80
12-2-60	SOPKO, STEVEN	5089	386.000-2-32	PO	PARIS	NYS ROUTE 8	102	\$3,750.00	\$8,805.72
12-2-63	VACCARELLI, ANTHONY	1600	318.059-5-16	UP	UTICA	1011 MILLER ST	59	\$200.00	\$1,659.74
12-2-35	LAVOIE, JOYCE	5001	368.018-1-22	PB	PARIS/V CLAYVILLE	2479 CHURCH ST	27	\$13,000.00	\$24,024.29
12-2-12	CITY OF ROME	1301	242.067-1-66	TL	ROME	110 RAILROAD ST	6	\$2,750.00	\$1,284.77
12-2-1	326-336 COLUMBIA ST, LLC	1600	318.042-1-29	RJ	UTICA	326-334 COLUMBIA ST	79	\$3,500.00	\$8,336.58
12-2-19	CITY OF ROME	1301	242.082-1-14	NB	ROME	606 LAWRENCE ST	36	\$700.00	\$1,408.60
12-2-33	LAFFERTY, KEVIN	3001	128.017-3-19	SG	CAMDENV CAMDEN	85 SECOND ST	44	\$7,000.00	\$12,623.90
12-2-43	PETTINELLI, DONALD	1301	242.073-2-9	QR	ROME	501 S JAMES ST	44	\$1,500.00	\$2,887.92
12-2-69	SMITH, WILFRED L	3089	89.004-2-33	SD	CAMDEN	STATE ROUTE 13	22	\$800.00	\$2,334.51
12-2-27	ESPOSITO, ROBIN	7001	291.006-1-77	TH	WHITESTOWN/V ORISKANY	104 HUSTED DR	115	\$51,000.00	\$22,064.73
12-2-34	LAPOLLA, ANTHONY L	1600	319.054-1-55	SF	UTICA	850 JAY ST	12	\$6,500.00	\$2,329.63

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Aug 16, 2012 Auction

12-2-46	POLLEY, ELIZABETH	3001	128.013-2-4	LL	CAMDENV/CAMDEN	17 WATKINS AVE	44	\$13,000.00	\$14,877.50
12-2-50	RICKER, JENNIFER	4200	169.000-1-61.3	PH	LEE	BROOKFIELD RD	8	\$750.00	\$2,225.21
12-2-29	HANSBERGER, DAVID	6489	183.000-2-9.5	VZ	VIENNA	KIMBALL RD	30	\$26,000.00	\$5,275.90
12-2-61	TREEN, ALBERT	5401	392.006-2-8	QU	SANGERFIELD/V WATERVILLE	126 BERRILL AVE	69	\$7,000.00	\$25,027.98
12-2-55	SBARRA, LOUIS A	1600	306.008-1-28	QS	UTICA	515 HORATIO ST	15	\$46,500.00	\$3,147.49
12-2-28	GOTTUSO, FRANK	1600	319.061-2-59	UU	UTICA	721 LANSING	80	\$100.00	\$3,093.72

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**ONEIDA COUNTY DEPARTMENT OF  
WATER QUALITY & WATER POLLUTION CONTROL**

51 Leland Ave, PO Box 442, Utica, NY 13503-0442  
(315) 798-5656 wpc@ocgov.net FAX 724-9812

Anthony J. Picente, Jr.  
County Executive  
Steven P. Devan, P.E.  
Commissioner

August 13, 2012

FN 20 12 - 327

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

**WAYS & MEANS**



Re: Work Order #21, Sewer Rehabilitation, Amendment 1 for 2012  
Capital Project HG-448  
Shumaker Consulting Engineering and Land Surveying, P.C.

Dear County Executive Picente:

On July 25, 2007 the Oneida County Board of Legislators authorized hiring Shumaker Consulting Engineering and Land Surveying, P.C. to provide engineering services for compliance with the consent order issued by the New York State Department of Environmental Conservation and for resolving permit issues affecting the Oneida County Water Pollution Control Plant. The formal contract between Shumaker and Oneida County, approved on November 28, 2007 by the Board of Legislators, calls for the submission of Work Orders with associated pricing for specific tasks that are needed as the project develops.

On July 14, 2011, the Oneida County Board of Legislators approved Work Order #21 which covered engineering services relative to the design, regulatory coordination, bid phase services and construction phase services for a single construction contract relative to sewer rehabilitation. The cost estimates in this work order were prepared prior to the identification of actual projects. Subsequent to this work order approval, three (3) projects were identified for FY2012 that require these services from the engineer. In addition, the length of anticipated mainline sewer repair has also been increased over the initial estimates used in preparing the initial work order. Additionally, because the contractors work plans include the use of multiple crews at multiple locations across the various communities within the Sauquoit Creek basin, it is critical that additional construction inspection be provided in order to manage the project. Further details are available in the attached copy of Work Order #21, Amendment 1.

Shumaker has submitted for consideration Work Order #21, Amendment 1, which would cover the cost of the additional services required to manage the construction projects that are being conducted in FY2012. Department staff has reviewed Work Order #21, Amendment 1 and its scope of work and find it acceptable. It is recommended that this work order be accepted with an estimated cost of \$81,000. Funding for this work order is provided by capital project HG-448.

I would appreciate consideration of this work order by you and the Board of Legislators by the next Board meeting due to construction season limitations. I am available to meet with you or the Board at your convenience to discuss this request and explain these items in more detail.

Thank you for your consideration in this matter.

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

Anthony J. Picente, Jr.  
County Executive

Date 8/16/12

The Honorable Anthony J. Picente, Jr.  
August 13, 2012  
Page 2 of 2



Sincerely,  
**THE ONEIDA COUNTY DEPARTMENT OF  
WATER QUALITY AND WATER POLLUTION CONTROL**

A handwritten signature in black ink, appearing to read "Steven P. Devan".

Steven P. Devan, P.E.  
Commissioner

Cc: Karl E. Schrantz, P.E. – Shumaker Engineering  
Attachments: Six (6) copies of Work Order 21, Amendment 1

Oneida Co. Department: WQ&WPC

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

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name of Proposing Organization:** Oneida County Sewer District

**Title of Activity or Service:** WO#21, Amendment 1  
Shumaker Engineering  
Sewer Rehabilitation

**Proposed Dates of Operation:** This work is planned for FY2012

**Client Population/Number to be Served:** Oneida County Sewer District/ approximately 110,000 people.

**Summary Statements**

**1) Narrative Description of Proposed Services:** This work order covers additional design, regulatory coordination, bid phase services and construction phase services for sewer rehabilitation work required by NYSDEC Consent Order #R620060823-67.

**2) Program/Service Objectives and Outcomes:** Provide the additional services listed above to support three (3) sewer rehabilitation contracts where one (1) was originally budgeted for. Additionally, because the contractors work plans include the use of multiple crews at multiple locations across the various communities within the Sauquoit Creek basin, it is critical that additional construction inspection be provided in order to manage the project.

**3) Program Design and Staffing:** Shumaker Engineering will provide the services with over site from WQ&WPC

**Total Funding Requested:** \$81,000      **Account #:** HG448

**Oneida County Dept. Funding Recommendation:** Funding for this work order will be tracked with capital project HG448

**Proposed Funding Sources (Federal \$/ State \$/County \$):** Municipalities are funding the debt service for the projects this applies to through the \$1.05 per thousand gallons surcharge being collected.

**Cost Per Client Served:** Varies by municipality.

**Past Performance Data:** N/A

**O.C. Department Staff Comments:** These additional services are required because more contracts are being issued than anticipated and the contractors has decided to do the work with multiple crews.

**WORK ORDER 21**

**SEWER REHABILITATION – FY 2011 ENGINEERING SERVICES  
Amendment No. 1 – Supplemental Construction Phase Services**

**CWSRF Project No. C6-6070-08-001**

**I. PROJECT UNDERSTANDING**

Work Order 21 was approved by the Board of Legislators on July 14, 2011. Specifically, this work covered engineering services relative to design, regulatory coordination, bid phase services, and construction phase services associated with development of a sanitary sewer rehabilitation project for the purpose of the removal of inflow and infiltration (I/I) from the sanitary sewer collection system.

Subsequent to that approval, the budget allocated for engineering design has been efficiently utilized such that three (3) sewer rehabilitation construction contracts have been developed beyond the single construction contract anticipated. This in turn will allow additional sewer rehabilitation construction work to be advanced. Specifically, the following construction contracts have been engineered for a 2012 construction schedule:

- Mainline Sewer Rehabilitation (Sewer Lining – 13 miles) – Phase 1
- Sewer Separation (Clinton/Henderson Street, NY Mills)
- Open Cut Sewer Repairs (Various locations)

Critical to ensuring that the significant amount of work to be constructed will be done in conformance with the approved plans and specifications while meeting the funding agency requirements that the work be monitored during construction, it is necessary to modify the scope of the construction phase services of the original Work Order 21. The Scope of Services below describes the proposed modification to the work order.

**II. SCOPE OF SERVICES**

**A. Task 6: Construction Phase Services**

**1. Construction Administration**

- a. Prepare two (2) additional construction contracts for execution by the County and Contractor(s).
- b. Coordinate and attend two (2) additional pre-construction meeting(s) and prepare meeting notes for distribution to the project team.
- c. Review the shop drawings and submittals for related work for the two (2) additional construction contracts. Assume 30 items for review for each construction contract.
- d. Address technical questions raised by the Contractor(s) for the two (2) additional construction contracts.
- e. Review additional payment applications.



- f. Site visits by the Project Manager and/or Design Team members to review overall project status associated with the two (2) additional construction contracts.
- g. Preparation of record drawings based on completed construction information supplied by the contractor(s). An as-built (post-construction) survey is not included. This work applies to the two (2) additional construction contracts.
- h. Manage sewer rehabilitation using the County’s data management software (Lucity) and the software’s work order procedures for tracking and documenting rehabilitation work. There is a critical element of the County’s future CMOM program.

**2. Construction Observation**

In order to monitor the contractor’s conformance with the plans and specifications for two (2) additional construction contracts, qualified construction representatives will be assigned by the engineering team. The construction representative will provide the following services:

- a. Monitor construction activities to confirm that work is constructed in conformance with the plans and specifications.
- b. Monitor and document installed unit price quantities.
- c. Coordinate construction schedule updates from the Contractor.
- d. Prepare daily field reports for distribution to the engineering team and County.
- e. Maintain construction photo log.
- f. Review draft payment applications for accuracy and completeness prior to the Contractor’s formal submission to the Engineer.
- g. Review and address technical questions raised by the Contractor. Coordinate response with the design team as necessary.
- h. Coordinate and/or conduct construction progress meetings, when required.
- i. Maintain an updated set of record drawings at the field office.
- j. Utilize Lucity’s Work Module to manage rehabilitation work orders including rehabilitation status, quantity tracking, and daily database synchronization via VPN connection between mobile laptops and the server that houses the sewer system database.

The construction representatives will work collaboratively to monitor the various construction activities and will report directly to the Project Manager and Project Engineer(s).

**III. COMPENSATION**

- A. Oneida County will be billed for actual labor hours charged at the billing rates contained in Attachment A, plus direct project expenses (e.g., identifiable reproduction costs, shipping charges, etc.). The Compensation for the Scope of Services outlined in Section II is estimated as indicated in Table 1 and summarized below.

TASK	DESCRIPTION OF SERVICES	ESTIMATED FEE
A	Construction Phase Services	
1	Construction Administration	\$47,000
2	Construction Observation	\$34,000

- B. Additional services beyond the Scope of Services described in Section II will be considered extra work and will necessitate additional compensation.
- C. Payments for work will be due monthly on the basis of statements submitted by the Engineer for the work performed during the period.

**IV. TIME OF COMPLETION**

The above Scope of Services will be completed within a mutually acceptable period of time. It is assumed that these services will continue through February 2013.

**V. STANDARD TERMS AND CONDITIONS**

The services described above will be completed as Amendment No. 1 to Work Oder No. 21 under the Terms and Conditions of the Master Agreement for Consulting Services dated July 16, 2007, between SCE and Oneida County.

**VI. MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE AND EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT**

SCE will comply with the applicable provisions of New York State Executive Law 15-A that pertain to professional service contracts which includes making good faith effort to achieve assigned goals for participation by minority and women-owned business enterprises (hereinafter referred to as MWBE) and equal employment opportunity (EEO) where required by the work of this contract as defined in Work Order 22.

This Work Order is duly executed between Consultant and Client. Upon execution of this Work Order, Consultant is authorized to proceed with the work.

**Consultant**

**Client**

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

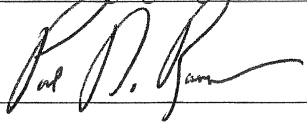
**COUNTY OF ONEIDA**

By: Paul D. Romano, P.E.

By: Anthony J. Picente Jr.

Title: Senior Managing Engineer

Title: County Executive

Signature: 

Signature: \_\_\_\_\_

Date: May 24, 2012

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

**ATTACHMENT A  
RATE SCHEDULE**

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

**1.1 Hourly Rates**

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2012:

<b>Labor Category</b>	<b>Hourly Rate</b>
Principal	\$195.00
Senior Managing Engineer	\$161.00
Managing Engineer II	\$140.00
Land Surveyor II	\$148.00
Managing Engineer I	\$140.00
Sr. Project Engineer	\$127.00
Land Surveyor I	\$104.00
Project Engineer	\$116.00
Engineer	\$99.00
Environmental Scientist III	\$90.00
Sr. Eng Technician	\$78.00
Assistant Engineer	\$81.00
Environmental Scientist II	\$87.00
Engineering Technician	\$57.00
Jr. Engineer	\$72.00
Environmental Scientist I	\$57.00
Technician	\$51.00
Technical Typist	\$55.00
Party Chief (Field)	\$82.00
Instrument Person (Field)	\$60.00
Rod Person (Field)	\$57.00

**1.2 Non-salary expenses and outside services attributable to the Project**

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2012:

- 1.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 1.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 1.2.3 The actual cost of outside services and subcontractors
- 1.2.4 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 1.2.5 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 1.2.6 The actual cost of permits and fees required for the project and paid by SCE;
- 1.2.7 The actual cost for additional insurance required by the Owner in excess of SCE's normal coverage's or limits;
- 1.2.8 The actual cost of premiums paid on overtime worked.

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## 2.0 SAVIN ENGINEERS, P.C.

### 2.1 Hourly Rates

ENGINEER will pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2012:

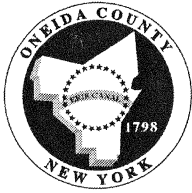
<b>Labor Category</b>	<b>Hourly Rate</b>
Senior Vice President	\$240.00
Vice President	\$225.00
Senior Engineer	\$150.00
Managing Engineer	\$125.00
Project Engineer	\$110.00
Operations Specialist	\$125.00
Engineer	\$100.00
Senior Designer	\$115.00
Draftsperson/CADD Designer	\$80.00
Construction Inspector - Senior	\$72.00
Senior Technician	\$95.00
Technician	\$85.00
Jr. Technician	\$65.00
Construction Inspector - Assistant	\$54.00
Intern	\$36.00
Office Support	\$65.00

### 2.2 Non-salary expenses and outside services attributable to the Project

ENGINEER shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2012:

- 2.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 2.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 2.2.3 The actual cost of outside services and subcontractors;
- 2.2.4 Authorized mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence, not to exceed \$0.50/mile;
- 2.2.5 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 2.2.6 The actual cost of permits and fees required for the project and paid by SCE;
- 2.2.7 The actual cost for additional insurance required by the Owner in excess of SCE's normal coverage's or limits;
- 2.2.8 The actual cost of premiums paid on overtime worked.





**ONEIDA COUNTY DEPARTMENT OF  
WATER QUALITY & WATER POLLUTION CONTROL**

51 Leland Ave, PO Box 442, Utica, NY 13503-0442  
(315) 798-5656 wpc@ocgov.net FAX 724-9812

Anthony J. Picente, Jr.  
County Executive  
Steven P. Devan, P.E.  
Commissioner

August 13, 2012

FN 20 12-330

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

**WAYS & MEANS**



Re: Work Order #22, Manhole Rehabilitation, Amendment 1 for 2012  
Capital Project HG-447  
Shumaker Consulting Engineering and Land Surveying, P.C.

Dear County Executive Picente:

On July 25, 2007 the Oneida County Board of Legislators authorized hiring Shumaker Consulting Engineering and Land Surveying, P.C. to provide engineering services for compliance with the consent order issued by the New York State Department of Environmental Conservation and for resolving permit issues affecting the Oneida County Water Pollution Control Plant. The formal contract between Shumaker and Oneida County, approved on November 28, 2007 by the Board of Legislators, calls for the submission of Work Orders with associated pricing for specific tasks that are needed as the project develops.

On July 14, 2011, the Oneida County Board of Legislators approved Work Order #22 which covered engineering services relative to the design, regulatory coordination, bid phase services and construction phase services for manhole rehabilitation projects rehabilitation. The cost estimates in this work order were prepared prior to the identification of actual projects. Subsequent to this work order approval, it was determined that the quantity of manholes to be rehabilitated, the increased number of construction crews, the extended construction schedule and data management will require additional support and construction inspection from the engineer. Additionally, because the contractors work plans include the use of multiple crews at multiple locations across the various communities within the Sauquoit Creek basin, it is critical that additional construction inspection be provided in order to manage the project. Further details are available in the attached copy of Work Order #22, Amendment 1.

Shumaker has submitted for consideration Work Order #22, Amendment 1, which would cover the cost of the additional services required to manage the construction projects that are being conducted in FY2012. Department staff has reviewed Work Order #22, Amendment 1 and its scope of work and find it acceptable. It is recommended that this work order be accepted with an estimated cost of \$82,000. Funding for this work order is provided by capital project HG-447.

I would appreciate consideration of this work order by you and the Board of Legislators by the next Board meeting due to construction season limitations. I am available to meet with you or the Board at your convenience to discuss this request and explain these items in more detail.

Thank you for your consideration in this matter.

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

Anthony J. Picente, Jr.  
County Executive

Date 8/16/12

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The Honorable Anthony J. Picente, Jr.  
August 13, 2012  
Page 2 of 2



Sincerely,  
**THE ONEIDA COUNTY DEPARTMENT OF  
WATER QUALITY AND WATER POLLUTION CONTROL**

A handwritten signature in black ink, appearing to read "Steven P. Devan".

Steven P. Devan, P.E.  
Commissioner

Cc: Karl E. Schrantz, P.E. – Shumaker Engineering  
Attachments: Six (6) copies of Work Order 22, Amendment 1

Oneida Co. Department: WQ&WPC

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

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name of Proposing Organization:** Oneida County Sewer District

**Title of Activity or Service:** WO#22, Amendment 1  
Shumaker Engineering  
Manhole Rehabilitation

**Proposed Dates of Operation:** This work is planned for FY2012

**Client Population/Number to be Served:** Oneida County Sewer District/ approximately 110,000 people.

**Summary Statements**

**1) Narrative Description of Proposed Services:** This work order covers additional design, regulatory coordination, bid phase services and construction phase services for manhole rehabilitation work required by NYSDEC Consent Order #R620060823-67.

**2) Program/Service Objectives and Outcomes:** Provide the additional services listed above to support the engineering and construction services for rehabilitation of additional manholes. Additionally, because the contractors work plans include the use of multiple crews at multiple locations across the various communities within the Sauquoit Creek basin, it is critical that additional construction inspection be provided in order to manage the project.

**3) Program Design and Staffing:** Shumaker Engineering will provide the services with over site from WQ&WPC

**Total Funding Requested:** \$82,000      **Account #:** HG447

**Oneida County Dept. Funding Recommendation:** Funding for this work order will be tracked with capital project HG447

**Proposed Funding Sources (Federal \$/ State \$/County \$):** Municipalities are funding the debt service for the projects this applies to through the \$1.05 per thousand gallons surcharge being collected.

**Cost Per Client Served:** Varies by municipality.

**Past Performance Data:** N/A

**O.C. Department Staff Comments:** These additional services are required because more manholes are being rehabilitated due to favorable contract prices and the contractors has decided to do the work with multiple crews.





## WORK ORDER 22

### MANHOLE REHABILITATION – FY 2011 ENGINEERING SERVICES Amendment No. 1 – Supplemental Construction Phase Services

CWSRF Project No. C6-6070-08-00

#### I. PROJECT UNDERSTANDING

Work Order 22 was approved by the Board of Legislators on July 14, 2011. Specifically, this work covered engineering services relative to design, regulatory coordination, bid phase services, and construction phase services associated with development of a manhole rehabilitation project for the purpose of the removal of inflow and infiltration (I/I) from the sanitary sewer collection system.

Subsequent to development of the original scope of work, we have found that the magnitude and quantity of manholes to be rehabilitated, increased number of construction crews (prime contractor plus subcontractors) as a result of NYSEFC's MWBE contracting requirements, extended construction schedule, and data management will require additional engineering support and construction inspection.

Critical to ensuring that the constructed work is be done in conformance with the approved plans and specifications while meeting the funding agency requirements that the work be monitored during construction, it is necessary to modify the scope of the construction phase services of the original Work Order 22. The Scope of Services below describes the proposed modification to the work order.

#### II. SCOPE OF SERVICES

##### A. Task 6: Construction Phase Services

##### 1. Construction Administration

- a. Address technical questions raised by the Contractor and subcontractor(s) for the expanded construction effort.
- b. Review additional payment applications.
- c. Additional site visits by the Project Manager and/or Design Team members to review overall project status associated with the expanded construction effort.
- d. Manage manhole rehabilitation using the County's data management software (Lucity) and the software's work order procedures for tracking and documenting rehabilitation work. This is a critical element of the County's future CMOM program.

##### 2. Construction Observation

In order to monitor the contractor's conformance with the plans and specifications for expanded manhole rehabilitation construction effort, qualified construction representatives will be assigned by the engineering team. The construction representative will provide the following services:

- a. Monitor construction activities to confirm that work is constructed in conformance with the plans and specifications.
- b. Monitor and document installed unit price quantities.
- c. Coordinate construction schedule updates from the Contractor.
- d. Prepare daily field reports for distribution to the engineering team and County.
- e. Maintain construction photo log.
- f. Review draft payment applications for accuracy and completeness prior to the Contractor's formal submission to the Engineer.
- g. Review and address technical questions raised by the Contractor and subcontractor(s). Coordinate responses with the design team as necessary.
- h. Coordinate and/or conduct construction progress meetings, when required.
- i. Maintain an updated set of record drawings at the field office.
- j. Utilize Lucity's Work Module to manage rehabilitation work orders including rehabilitation status, quantity tracking, and daily database synchronization via VPN connection between mobile laptops and the server that houses the sewer system database.

The construction representatives will work collaboratively to monitor the various construction activities and will report directly to the Project Manager and Project Engineer(s).

### III. COMPENSATION

- A. Oneida County will be billed for actual labor hours charged at the billing rates contained in Attachment A, plus direct project expenses (e.g., identifiable reproduction costs, shipping charges, etc.). The Compensation for the Scope of Services outlined in Section II is estimated as indicated in Table 1 and summarized below.

TASK	DESCRIPTION OF SERVICES	ESTIMATED FEE
A	Construction Phase Services	
1	Construction Administration	\$30,600
2	Construction Observation	\$51,400

- B. Additional services beyond the Scope of Services described in Section II will be considered extra work and will necessitate additional compensation.
- C. Payments for work will be due monthly on the basis of statements submitted by the Engineer for the work performed during the period.

### IV. TIME OF COMPLETION

The above Scope of Services will be completed within a mutually acceptable period of time. It is assumed that these services will continue through February 2013.

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**V. STANDARD TERMS AND CONDITIONS**

The services described above will be completed as Amendment No. 1 to Work Oder No. 22 under the Terms and Conditions of the Master Agreement for Consulting Services dated July 16, 2007, between SCE and Oneida County.

**VI. MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE AND EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT**

SCE will comply with the applicable provisions of New York State Executive Law 15-A that pertain to professional service contracts which includes making good faith effort to achieve assigned goals for participation by minority and women-owned business enterprises (hereinafter referred to as MWBE) and equal employment opportunity (EEO) where required by the work of this contract as defined in Work Order 22.

This Work Order is duly executed between Consultant and Client. Upon execution of this Work Order, Consultant is authorized to proceed with the work.

**Consultant**

**Client**

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

**COUNTY OF ONEIDA**

By: Paul D. Romano, P.E.

By: Anthony J. Picente Jr.

Title: Senior Managing Engineer

Title: County Executive

Signature: 

Signature: \_\_\_\_\_

Date: May 24, 2012

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

**ATTACHMENT A  
RATE SCHEDULE**

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

**1.1 Hourly Rates**

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2012:

<b>Labor Category</b>	<b>Hourly Rate</b>
Principal	\$195.00
Senior Managing Engineer	\$161.00
Managing Engineer II	\$140.00
Land Surveyor II	\$148.00
Managing Engineer I	\$140.00
Sr. Project Engineer	\$127.00
Land Surveyor I	\$104.00
Project Engineer	\$116.00
Engineer	\$99.00
Environmental Scientist III	\$90.00
Sr. Eng Technician	\$78.00
Assistant Engineer	\$81.00
Environmental Scientist II	\$87.00
Engineering Technician	\$57.00
Jr. Engineer	\$72.00
Environmental Scientist I	\$57.00
Technician	\$51.00
Technical Typist	\$55.00
Party Chief (Field)	\$82.00
Instrument Person (Field)	\$60.00
Rod Person (Field)	\$57.00

**1.2 Non-salary expenses and outside services attributable to the Project**

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2012:

- 1.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 1.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 1.2.3 The actual cost of outside services and subcontractors
- 1.2.4 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 1.2.5 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 1.2.6 The actual cost of permits and fees required for the project and paid by SCE;
- 1.2.7 The actual cost for additional insurance required by the Owner in excess of SCE's normal coverage's or limits;
- 1.2.8 The actual cost of premiums paid on overtime worked.

**2.0 SAVIN ENGINEERS, P.C.**

**2.1 Hourly Rates**

ENGINEER will pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2012:

<b>Labor Category</b>	<b>Hourly Rate</b>
Senior Vice President	\$240.00
Vice President	\$225.00
Senior Engineer	\$150.00
Managing Engineer	\$125.00
Project Engineer	\$110.00
Operations Specialist	\$125.00
Engineer	\$100.00
Senior Designer	\$115.00
Draftsperson/CADD Designer	\$80.00
Construction Inspector - Senior	\$72.00
Senior Technician	\$95.00
Technician	\$85.00
Jr. Technician	\$65.00
Construction Inspector - Assistant	\$50.00
Intern	\$36.00
Office Support	\$65.00

**2.2 Non-salary expenses and outside services attributable to the Project**

ENGINEER shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2012:

- 2.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 2.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 2.2.3 The actual cost of outside services and subcontractors;
- 2.2.4 Authorized mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence, not to exceed \$0.50/mile;
- 2.2.5 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 2.2.6 The actual cost of permits and fees required for the project and paid by SCE;
- 2.2.7 The actual cost for additional insurance required by the Owner in excess of SCE's normal coverage's or limits;
- 2.2.8 The actual cost of premiums paid on overtime worked.





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

GREGORY J. AMOROSO
COUNTY ATTORNEY

August 27, 2012

FN 20 12 - 331



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

WAYS & MEANS

RE: Carter v. County of Oneida, Mark Chrysler, City of Rome

Dear Mr. Picente:

Plaintiff Tyreik Carter has commenced action in the United States District Court, Northern District of New York against the City of Rome, the County of Oneida, Oneida County Deputy Sheriff Mark Chrysler along with other named defendants for malicious prosecution, false arrest, false imprisonment, and claims for assault and battery.

I am in receipt of letters from attorney David H. Walsh, IV, counsel for Deputy Chrysler and Gus Boucher, Claims Administrator for Oneida County, recommending that the above referenced claim against Deputy Chrysler be settled in the amount of \$20,000. This will be part of a global settlement of the litigation whereby the County will contribute \$20,000 and the City of Rome will contribute \$5,000 for an overall settlement in the amount of \$25,000 to be paid to plaintiff Tyreik Carter. It is important to note that out of this settlement proceeds Mr. Carter will pay the County \$5,000 to satisfy an outstanding Medicaid lien. Thus, in effect, the net cost to the County is \$15,000.

I agree with the recommendation of settlement for all of the reasons set forth in Mr. Walsh and Mr. Boucher's letters and I ask that this matter be referred to the Board of Legislators for their approval at their September 12, 2012 regular session.

Thank you.

Very truly yours,

Gregory J. Amoroso
Gregory J. Amoroso
County Attorney

Cc: David H. Walsh, IV, Esq.
Gus Boucher, Claims Administrator

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

Anthony J. Picente, Jr.
County Executive

Date 8/30/12



# **L G Boucher**

P. O. Box 570  
Galway, NY 12074

---

Phone 518-882-1864  
Fax 518-882-6117

August 24, 2012

To: Gregory Amoroso, Oneida County Attorney

From: Gus Boucher

Claimant: Tyreik Carter

File #: 2011-6

DOL: 9/12/10

Recommendation: I have reviewed the 8/17/12 Mediation information presented to me. I agree and recommend settlement as outlined. Oneida County is to contribute \$20,000.00 and reimburse the County the \$5,000.00 Medicaid Lien from the \$20,000.00 contribution.

Respectfully submitted,



Gus Boucher



REPLY TO:  
Central NY Office  
224 Harrison Street - Suite 208  
Syracuse, NY 13202  
Phone: 315.234.1864 Fax: 315.410.1262

  
**Barth Sullivan Behr**  
ATTORNEYS AND COUNSELORS AT LAW

FACSIMILE SERVICE  
NOT ACCEPTED

**Main Office**  
43 Court Street - Suite 600  
Buffalo, NY 14202  
Phone: 716.856.1300 Fax: 716.856.1494

WEB SITE:  
[WWW.BARTHBEHR.COM](http://WWW.BARTHBEHR.COM)

August 24, 2012

Gregory J. Amoroso, Esq,  
Oneida County Attorney  
Oneida County Office Bldg.  
800 Park Avenue  
Utica, NY 13501

**Re: Carter vs. County of Oneida, Mark Chrysler, City of Rome,  
Civil Case No.: 6:11-CV-00967 (NAM/DEP)**

Dear Mr. Amoroso:

On behalf of the County of Oneida and Officer Mark Chrysler of the Oneida County Sheriff's Department, this matter has been settled in the amount of \$25,000 to be paid to the plaintiff by the County of Oneida.

1. **Lawsuit:**

Plaintiff Carter has commenced an action in the United States District Court, Northern District of New York against the City of Rome, and Deputy Chrysler for malicious prosecution, false arrest, false imprisonment, claims for assault and battery.

2. **Undisputed Facts:**

On September 10, 2010, the Oneida County Sherriff's Department was dispatched to investigate a call about a person with a weapon. Upon arriving several people were gathered in front of the Rome Police Department, including Tyreik Carter. Deputy Mark Chrysler approached and

OFFICES IN  
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directed the crowd to disperse, the crowd moved to the City of Rome mini-market approximately one block away. Deputy Chrysler again asked the crowd to disperse and plaintiff Carter refused.

3. **County of Oneida Version of the Facts:**

Deputy Chrysler again asked plaintiff Carter to disperse, but Carter refused and responded with obscenities. Because Tyreik Carter refused a direct order from the deputy, Carter was advised that he was under arrest for disorderly conduct. Plaintiff Carter then turned and began fleeing. Deputy Chrysler followed Tyreik Carter and brought him to the ground where he was handcuffed. Carter then was placed in the back of Deputy Chrysler's police car. While in the backseat, Carter attempted to move his hands under his back to the front of him. Deputy Chrysler observed Carter attempting to remove his handcuffs. Deputy Chrysler pulled the car over and re-handcuffed him. Carter was then placed in the police car and complained of left shoulder pain.

Deputy Chrysler admits in his written report that he used force when he handcuffed Carter.

4 **Carters Version of Events:**

Tyreik Carter was socializing with friends on the evening of September 10, 2010. Carter was in front of the Rome City Police Department when Deputy Chrysler approached him. Deputy Chrysler instructed the crowd to disperse, so Carter left from the Rome City Police Department, with a friend and headed to the Rome mini-mart. Deputy Chrysler followed Carter to the mini-mart and continued to harass him. Then without explanation, Deputy Chrysler singled out Carter and tackled him. When Carter was tackled he suffered injuries to this left shoulder and left including a rotator cuff tear.

5. **Facts After Arrest:**

Carter was charged with disorderly conduct and resisting arrest by Deputy Chrysler. On the evening of September 10, 2010, Deputy Chrysler brought plaintiff Carter to the emergency room to be examined. The emergency room indicated that Carter had a strained left shoulder and strained rotator cuff.

The criminal charges of resisting arrest were dismissed on procedural grounds but Carter was found guilty of disorderly conduct in the Rome City Court.

Carter had surgery on the left shoulder in February 2011, to repair a long standing problem with muscle and ligaments of the left shoulder. This case was presented to the Ways and Means Committee on August 8, 2012, at which time settlement authority was given to counsel.

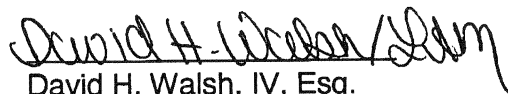
6. Settlement Conference with Federal Court:

On August 17, 2012, the parties appeared before Judge Peebles for a court ordered mediation. Also present was the counselor for the City of Rome who was named in this action by plaintiff Carter. Carter alleges that the City of Rome and the Rome City Police Department failed to intervene upon behalf of plaintiff Carter on September 10, 2010. At the mediation, the initial demand was \$350,000. The County presented evidence to the Court that plaintiff Carter had previous medical issues to his left shoulder and had not been credible in his representation to the Court or to his own counsel. In addition, the disorderly conduct conviction negated any claim of false arrest or malicious prosecution. The only remaining viable claim was that of excessive force by Deputy Chrysler.

At the end of the mediation, the plaintiff agreed to settle in the sum of \$25,000. The City of Rome will contribute \$5,000 and the County of Oneida will contribute \$20,000. In addition, the defendant has a Medicaid lien for which will be paid by Carter. Therefore, the sum to be paid to the defendant is reduced to \$20,000.

I would anticipate that if the matter was not settled the cost of trial to be \$10-15,000. Based on the foregoing, I recommend that this case to be settled by the defendants, County of Oneida and Deputy Mark Chrysler.

Dated: August 24, 2012

  
David H. Walsh, IV, Esq.  
Bar Roll No. 512032  
Attorney for Defendants  
224 Harrison Street, Suite 208  
Syracuse, New York 13202  
Telephone: (315) 234-1864

*OFFICES IN*  
BUFFALO ■ SYRACUSE ■ UTICA ■ KINGSTON



# ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini  
Chairman  
(315) 798-5900

Mikale Billard  
Clerk  
(315) 798-5404

George Joseph  
Majority Leader

Frank D. Tallarino  
Minority Leader

FN 20 12 - 332

HEALTH & HUMAN SERVICES

August 31, 2012

Members of Health & Human Services Committee:

**WAYS & MEANS**

Enclosed you will find File No. 2101-332, Agreement Between Oneida County Department of Mental Health, Central New York Services, Inc. and HUD to Transfer the Lead Agency Responsibilities to Central New York Services, Inc.

Health & Human Services Committee Chair, Emil Paparella has scheduled a meeting on **Monday, September 10<sup>th</sup> at 5:00 PM in Room 1040** to consider this docket. If passed by the committee, the docket will move on to Ways & Means and the full Board for consideration on September 12<sup>th</sup>. Please advise the Board office of your availability to attend this meeting.

Respectfully,

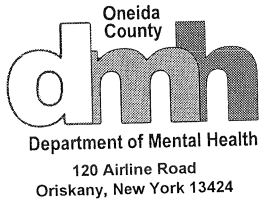
Gerald J. Fiorini  
Chairman of the Board

Cc: Linda Nelson, Mental Health Director



Anthony J. Picente, Jr., County Executive

Linda M. Nelson, Commissioner



Phone: (315) 768-3660  
Fax: (315) 768-3670  
E-mail: mentalhealth@ocgov.net  
Web site: www.ocgov.net

FN 20 12 - 332



August 22, 2012

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

Dear Mr. Picente:

I am enclosing eight (8) copies of the 2012 Agreement between the Oneida County Department of Mental Health, Central New York Services, Inc., and US Department of Housing and Urban Development, for your review and signature. There are four additional Copies requested as HUD requires four (4) originals.

This Agreement transfers the HMIS Grant Lead Agency responsibilities as well as the assets to Central New York Services, Inc. There is **No County/Local Share**.

If you have any questions, please contact me at any time.

Respectfully,

Linda M. Nelson  
Commissioner

LMN/mb  
Enc.

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

Anthony J. Picente, Jr.  
County Executive

Date 8/30/12

Oneida County Department: Mental Health

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

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**CONTRACT SUMMARY**

**Name of Proposing Individual/Organization:** US Department of Housing and Urban  
Development  
Buffalo Office  
465 Main Street  
Buffalo, NY 14203-1780

**Title of Proposed Service/Program:** HMIS I Project # NY0170B2C18100  
HMIS II Project # NY0171B2C181003  
HMIS III Project # NY0779B2C181000

**Proposed Dates of Operation:** Upon Approval

**Client Population/Number to be Served:** Oneida County Homeless Population.

**Summary Statements:**

**I. Narrative Description of Service/Program Performance:**  
Under the terms and conditions of this Agreement, the US Department of Housing and Urban  
Development will:

(A) Transfer the Lead Agency Responsibilities from Oneida County Department of  
Mental Health to Central New York Services, Inc. The Assets and remaining funds  
will be transferred to ensure compliance with HUD standards. The Oneida County  
Department of Mental Health will continue minimal staff involvement to ensure a  
smooth transition and participate as needed.

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

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

**Total Funding Requested:** \$0.00

**Oneida County Department Funding Recommendation(s):** N/A

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

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

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

**Past Performance Data:** N/A

**Oneida County Department Staff Comments:** N/A



U.S. Department of Housing and Urban Development  
Buffalo Office  
465 Main Street  
Buffalo, New York 14203-1780  
(716) 551-5755

**AUG 10 2012**

Ms. Linda Nelson  
Commissioner, Oneida County Department  
of Mental Health  
120 Airline Street, Suite 200  
Oriskany, NY 13424

Dear Ms. Nelson:

**SUBJECT:** Amendment to Transfer Supportive Housing Program HMIS Grants from Oneida County DMH to Central New York Services, Inc.  
HMIS 1&2 - NY0171B2C031003 (term of 9/1/12 – 8/31/13)  
HMIS 3 – NY0779B2C181000 (term of 12/1/11 – 11/30/12)  
HMIS 3 – Renewal – NY0779B2C181101 (term of 12/1/12 – 11/30/13)

This Office has received Oneida County DMH's request to transfer the subject grant program to Central New York Services; and also received Central New York Services letter to accept the grants. In accordance with 24 CFR 583.405, Program Changes, we have reviewed the documentation submitted and concur that it is appropriate to amend the grant and transfer the currently operating grants, including renewals effective September 1, 2012 as you requested.

An approved transfer request requires signatures from both not-for-profit organizations involved, and HUD. You will find four copies of an amended contract agreement included with this reply. Please sign and date all four of the enclosed copies and then forward to Mr. John Warren, Executive Director of Central New York Services, Inc. for signature. Please then return all originally signed contracts to this office for HUD execution. This should be done without delay. A copy of the fully executed agreement will be forwarded to you for your files in the near future.

As a reminder, Oneida County DMH will have administered HMIS 1 from May 1, 2011 – August 31, 2012, an APR will be due on November 28, 2012 for this grant. CNY Services will be responsible for the APRs for grants that end after September 1, 2012. All funds should be drawn for eligible expenses prior to the transfer and end date of each of the respective grants.



We appreciate the work done by Oneida County Department of Mental Health and look forward to their continuing partnership with the local Continuum of Care. We look forward to the renewed opportunity to work with CNY Services on HMIS. If you have any questions regarding this matter, please contact Jill Casey, CPD Representative at (716) 551-5755 extension 5832 or via email at [jill.m.casey@hud.gov](mailto:jill.m.casey@hud.gov)

Sincerely,



William T. O'Connell  
Director  
Community Planning and  
Development Division

Enclosures

cc:  
Mr. John Warren  
Executive Director, Central New York Services, Inc.

## GRANT AGREEMENT AMENDMENT

This Agreement is made upon the date of execution between the United States Department of Housing and Urban Development (HUD) and Oneida County Department of Mental Health (TIN 15-6000460; DUNS 075814186), and Central New York Services, Inc. (TIN 16-1364106; DUNS 602057283).

### RECITALS

1. HUD and Oneida County Department of Mental Health entered into the initial Grant Agreement dated June 19, 2012, for Project Number NY0171B2C181104, in Oneida County, New York. This grant was amended effective June 19, 2012 to consolidate two grants. The operating start date for the project is September 1, 2012. Expiration of the grant will occur August 31, 2013. The grant award is for \$52,410. This grant is locally referred to as HMIS 1&2 Consolidation - Renewal.
2. HUD and Oneida County Department of Mental Health entered into the initial Grant Agreement dated November 17, 2011, for Project Number NY0779B2C181000, in Oneida County, New York. The operating start date for the project is December 1, 2011. The Expiration of the grant will occur November 30, 2012. The grant award was for \$104,900. As of August 7, 2012, the grant balance is \$82,868. This grant is locally referred to as HMIS 3 Original.
3. HUD and Oneida County Department of Mental Health entered into the initial Grant Agreement dated June 19, 2012 for Project Number NY0779B2C181101, in Oneida County, New York. The operating start date for the project is December 1, 2012. The Expiration of the grant will occur November 30, 2013. The grant award is for \$104,900. This grant is locally referred to as HMIS 3 Renewal.
4. Under the terms of the Grant Agreements, Oneida County Department of Mental Health received the above grants from HUD to carry out the HMIS Supported Housing Program, as described in the Grant Agreements.
5. HUD has reviewed the initial application and the proposed change of grantee and has determined that, with the changes in administration, the application ranking would have been high enough to be competitively selected in the year the application was initially selected.
6. The need for a HMIS Supported Housing Program continues within the jurisdiction which the project and programs are located.
7. HUD has reviewed the qualifications of Central New York Services, Inc. and concurs that this change will enable the program to continue operating according to activities proposed in the original application.
8. All of the Parties of this Agreement have all agreed to amend the Grant Agreement to allow these three grants to be transferred.

**AGREEMENT**

1. The effective date of this change is September 1, 2012.
2. Central New York Services, Inc. will hereby assume all obligations of the Grantee under this agreement.
3. All other provisions of the Grant Agreements remain unchanged.
4. All assets, including equipment, software and data related to the operation of HMIS and purchased with the SHP funds should be transferred to Central New York Services for continuous operation of the data management and reporting system.

This Agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA**

Secretary of Housing and Urban Development

BY: \_\_\_\_\_  
William T. O'Connell  
Director, Community Planning and Development Division

\_\_\_\_\_  
(Date)

**RECIPIENT:**

Oneida County

BY: \_\_\_\_\_

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

Approved as to form only  
Oneida County Attorney

BY: Raymond J. Bruce

DATE: 08/23/12

**NEW RECIPIENT:**

Central New York Services, Inc.

BY: \_\_\_\_\_

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

**ONEIDA COUNTY**  
**WORKERS' COMPENSATION DEPARTMENT**

ONEIDA COUNTY OFFICE BUILDING, 800 PARK AVENUE, UTICA, NY 13501

PHONE: (315) 798-5688 FAX: (315) 798-5924

Michael L. Lally

Oneida County  
Board of Legislators  
Gerald J. Fiorini, Chairman

Workers' Compensation  
Committee  
Michael Waterman, Chairman

August 29, 2012

FN 20 17 - 3381

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

**WAYS & MEANS**


Dear Chairman Fiorini:

As you know the Board approved a resolution dated 7/11/12 authorizing an agreement between the Oneida County Self-Insurance Plan and Attorney Christopher Whyland, Esq. for the performance of legal services commencing upon approval at a cost of \$180.00 per hour for a maximum total of 20 hours.

Recently we received a bill for Mr. Whyland (attached) for 17.8 hours of service for the past 6 weeks. Mr. Whyland expects to exceed the 20 hour cap authorized by the Board. Mr. Whyland has been working diligently to resolve this matter and is hopeful that this matter will resolve without going to arbitration. If this matter does settle, Mr. Whyland believes an additional 20 hours should be sufficient. Therefore, Mr. Whyland is requesting authorization for an additional 20 hours (see letter attached).

I believe it to be in the best interest of the Plan to continue with Mr. Whylands' services and authorize an additional 20 hours.

Sincerely,



Michael Lally  
Oneida County Workers' Compensation Department

Cc: Harris Samuels



# CHRISTOPHER WHYLAND

ATTORNEY AT LAW

4500 Brickyard Falls Road • Manlius, New York 13104  
Phone: (315) 682-3850 • Fax: (315) 682-3851 • e-mail: whyland@twcnyny.com

August 28, 2012

Mr. Michael Lally  
Oneida County Workers' Compensation Dept.  
800 Park Avenue  
Utica, NY 13501

Re: Oneida County v. Utica National  
Workers Comp matter

Dear Mike,


Under the initial authorization provided by the Committee, my services relative to the above referenced matter were limited to a total of 20 hours. I am enclosing a copy of my invoice for services over the past 6 weeks and as you will note, I am nearing the 20 hour cap. Therefore, I would request authorization for an additional 20 hours and it is my hope that this will be sufficient to cover the remainder of my time assuming we are able to negotiate out a settlement with Utica National.

If we are unable to reach a settlement and are forced to go to arbitration, I would project that the hours required will exceed the additional 20 hours and we can discuss with the committee the additional authorization needed at that time.

Thank you for your kind attention to this matter.

Very truly yours,

By:

  
Christopher M. Whyland, Esq.

64.

# CHRISTOPHER WHYLAND

ATTORNEY AT LAW

4500 Brickyard Falls Road • Manlius, New York 13104

Phone: (315) 682-3850 • Fax: (315) 682-3851 • e-mail: whyland@twcny.rr.com

August 21, 2012

Mr. Michael Lally  
Oneida County Workers' Compensation Department  
800 Park Avenue  
Utica, NY 13501

Re: Oneida County v. Utica National  
Workers Comp matter

Dear Mr. Lally,

Please accept this as my bill for services relative to the above referenced matter.

07/13/12	Status report/e-mail to Creedon;	2.70 hours
07/30/12	Review Creedon proposal/response;	0.50 hours
07/31/12	Meeting at Utica National;	3.50 hours
08/01/12	E-mail to Samuels;	0.60 hours
08/02/12	Memo for WC Committee;	3.20 hours
08/15/12	County Committee meeting;	3.50 hours
08/21/12	Draft counteroffer/revisions;	3.80 hours

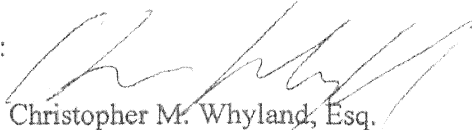
TOTAL TIME **17.80 hours**  
@ \$180.00/hour

**TOTAL \$3,204.00**

Please make payment to **Christopher M. Whyland, Esq.** at the above noted address. If you have any questions please do not hesitate to contact me directly.

Very truly yours,

By:

  
Christopher M. Whyland, Esq.

FED ID#: 16-1571682

62.