



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

EXPEDITED COMMUNICATIONS FOR DISTRIBUTION June 11, 2014

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

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AVAILABLE ON WEBSITE ONLY
www.ocgov.net

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE



PHYLLIS D. ELLIS, BSN, MS, F.A.C.H.E.
DIRECTOR OF HEALTH

ADMINISTRATION

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

May 16, 2014

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

HEALTH & HUMAN SERVICES

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

FN 20 14-201

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

Dear Mr. Picente:

WAYS & MEANS

Re: Healthy Neighborhood Program
C-029589

Date 5/16/14

Attached are five (5) copies of the Healthy Neighborhood Program grant between Oneida County through its Health Department and The New York State Department of Health.

The Oneida County Health Department is seeking to build upon its efforts to improve environmental health surveillance in Oneida County by focusing on low income neighborhoods in the area of Rome and its adjoining towns, which include urban and rural neighborhoods with aging neglected housing stock and mobile home parks that exhibit external signs of conditions that could promote health concerns. Goals and objectives are too numerous to mention but are listed within the grant's work plan.

From 2001 through 2010, the Health Department managed the Healthy Neighborhood Program assisting the Utica and surrounding areas and has recently been assigned the new grant to assist the western portion of Oneida County, assisting Rome and surrounding areas.

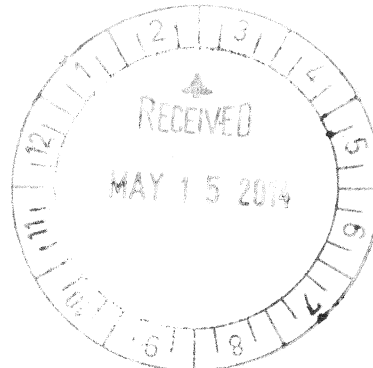
This is a five year grant with current term commencing April 1, 2014 through March 31, 2015. Current five year total reimbursement is in the amount of \$1,317,910. Grant years 2014 through 2019 are projected at \$263,582. This grant is 100% state funded.

This is not a program mandated by Public Health Law.

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

Sincerely,

Phyllis D. Ellis
Phyllis D. Ellis, BSN, MS, FACHE
Director of Health



attachments
ry

Oneida County Department: Public Health

Competing Proposal: _____

Only Respondent: _____

Sole Source RFP: _____

Other: Grant

Oneida County Board of Legislators

NAME AND ADDRESS OF VENDOR: New York State Department of Health
Bureau of Community Environmental Health
and Food Protection
C-029589
Empire State Plaza, Corning Tower, Room 1395
Albany, New York 12237

SUMMARY STATEMENT: The Oneida County Health Department is seeking to build upon its efforts to improve environmental health surveillance in Oneida County by focusing on low-income neighborhoods in the area of Rome and its adjoining towns, which include urban and rural neighborhoods with aging neglected housing stock and mobile home parks that exhibit external signs of conditions that could promote health concerns. Goals and objectives too numerous to mention within this summary are listed in the work plan (attachment C).

DATES OF OPERATION: This is a five year grant. Current term of grant is April 1, 2014 through March 31, 2015.

TOTAL FUNDING REQUESTED: \$1,317,910 is the five year grant reimbursement. Projected amounts for grant years April 1, 2014 through March 31, 2019 is \$263,582 annually.

X NEW RENEWAL AMENDMENT APPLICATION

FUNDING SOURCE: 100% New York State funded

PAST PERFORMANCE DATA: The Oneida County Health Department managed the Healthy Neighborhood Program from 2001 through 2010 and assisted Utica and the surrounding area. This new grant will assist the western portion of Oneida County, assisting Rome and surrounding areas.

EXPENSE ACCOUNT: A4018.2115, A4018.2125, A4018.2955, A4018.4915, A4018.4925

REVENUE ACCOUNT: A3418

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE



PHYLLIS D. ELLIS, BSN, MS, F.A.C.H.E.
DIRECTOR OF HEALTH

ADMINISTRATION

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

May 15, 2014

FN 20 14 - 202

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

On March 26, 2014, the Oneida County Health Department was awarded a grant of \$263,582 from April 1, 2014 through March 31, 2015 by the New York State Department of Health (NYSDOH) for the Healthy Neighborhoods Program (HNP).

A contract with the NYSDOH for the HNP in the amount of \$263,582 is being submitted for approval by the Oneida County Board of Legislators concurrent with this Appropriation Letter.

In anticipation of the approval of the HNP contract by the BOL, the Health Department is requesting the following supplemental appropriation for the **2014** fiscal year

To: A4018.2115 – Office Equipment.....	\$ 1,332
A4018.2125 – Computer Hardware.....	869
A4018.2955 – Other Equipment.....	60,000
A4018.4915 – Other Materials and Supplies.....	1,500
A4018.4925 – Computer Software & Licenses.....	300
Total:	\$ 64,001

This appropriation will be supported by revenue in A3418 – State Aid - Healthy Neighborhoods for \$64,001.

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

Sincerely,

Phyllis D. Ellis, BSN, MS, F.A.C.H.E.,
Director of Health

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

Anthony J. Picente Jr.
County Executive
Date 5/15/14

cc: T. Keeler, Director of Budget

Oneida County Department of Public Works

ANTHONY J. PICENTE JR.
County Executive

DENNIS S. DAVIS
Commissioner

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

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

May 28, 2014

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

FN 20 14-203

PUBLIC WORKS

Dear County Executive Picente,

WAYS & MEANS

Oneida County has received notice from the New York State Department of Transportation (NYSDOT) that Federal aid will be available for the rehabilitation of the Randall Road Bridge (BIN 2266560) over CSX tracks in the town of Verona. This project is contingent upon a railroad grade crossing closure at Sand Hill Road in the Town of Verona. The scope of work will include deck repairs, joint repair/replacement, structural repairs, bridge and approach rail repair/replacement, and approach paving. This would be a 100% Federal aid project with no local match.

Timing is critical. Preliminary scoping and engineering (PS&E) must be completed by August 14, 2014. Failure to do so will result in the loss of Federal Funding. NYSDOT is unable secure or provide professional consulting services within this timeframe. Therefore, the Oneida County Department of Public Works is proposing to assist NYSDOT. Oneida County can expedite procurement of professional consulting services and coordinate completion of preliminary scoping and engineering services prior to August 14, 2014. All expenditures made by Oneida County would be 100% reimbursed.

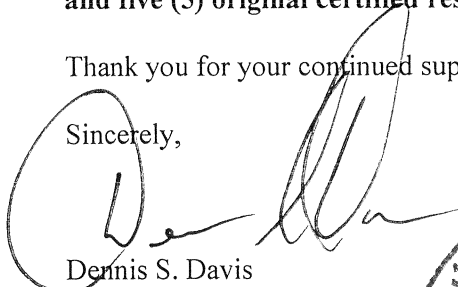
Enclosed is a Federal Aid Local Project Agreement that when fully executed will allow the County to be reimbursed up to \$260,000.00 in Federal funds as expenditures are made. This amount will cover 100% of the anticipated consulting fees necessary for preparation of plans and specifications.

Please consider the enclosed contract at your earliest convenience. As noted above timing is critical and a contract must be executed as soon as possible. **If acceptable, please forward to the Oneida County Board of Legislators for consideration on June 11, 2014.** Enclosed is a sample resolution that should be utilized.

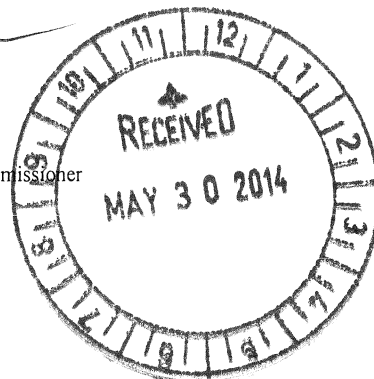
If approved by the Board **please return four (4) original agreements, two (2) original signature pages and five (5) original certified resolutions** to this office for further processing.

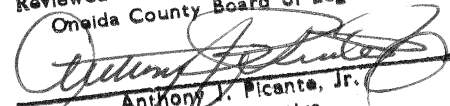
Thank you for your continued support.

Sincerely,


Dennis S. Davis
Commissioner

cc: Mark E. Laramie, PE, Deputy Commissioner



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

Anthony J. Picente, Jr.
County Executive
Date 5/30/14

5.

Competing Proposal X
Only Respondent
Sole Source RFP

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name of Proposing Organization: New York State Department of Transportation
207 Genesee Street
Utica, NY 13501

Title of Activity or Service: Federal and Local Project Agreement
(Grant)

Proposed Dates of Operation: 9/23/2013 – 9/30/2018

Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services:

Oneida County has received notice from the New York State Department of Transportation (NYSDOT) that Federal aid will be available for the rehabilitation of the Randall Road Bridge (BIN 2266560) over CSX tracks in the town of Verona. The enclosed Federal Aid Local Project Agreement when fully executed will allow the County to be reimbursed up to \$260,000.00 in Federal funds as expenditures are made. This amount will cover 100% of the anticipated consulting fees necessary for preparation of plans and specifications. NYSDOT will then be responsible for 100% of construction costs.

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

3) Program Design and Staffing: N/A

Total Funding Requested: \$260,000.00 **Account #:** H-298

Oneida County Dept. Funding Recommendation: \$260,000.00

Proposed Funding Sources (Federal \$/ State \$/County \$): \$260,000.00 Federal

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: None

60.

SAMPLE RESOLUTION BY MUNICIPALITY

(Locally Administered Project)

RESOLUTION NUMBER: _____

Authorizing the implementation, and funding in the first instance 100% of the federal-aid and State "Marchiselli" Program-aid eligible costs, of a transportation federal-aid project, and appropriating funds therefore.

WHEREAS, a Project for the **Sand Hill Road Railroad Crossing CSX, Randell Road over CSX (BIN 2266560), Town of Verona, Oneida County ,P.I.N. 2930.97** (the Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 100% Federal funds ; and

WHEREAS, the **County of Oneida** desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of **The Project**.

NOW, THEREFORE, the **Board of Legislators**, duly convened does hereby

RESOLVE, that the **Board of Legislators** hereby approves the above-subject project; and it is hereby further

RESOLVED, that the **Board of Legislators** hereby authorizes the **County of Oneida** to pay in the first instance 100% of the federal share of the cost of the **Design** work for the Project or portions thereof; and it is further

RESOLVED, that the sum of **\$260,000.00** is hereby appropriated from _____ [or, appropriated pursuant to _____] and made available to cover the cost of participation in the above phase of the Project; and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the **Board of Legislators** shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the **Department** thereof, and it is further

RESOLVED, that the **County Executive** of the **County of Oneida** be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or Marchiselli Aid on behalf of the **County of Oneida** with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project. and it is further

RESOLVED, this Resolution shall take effect immediately

7.

ANTHONY J. PICENTE JR.
County Executive

DENNIS S. DAVIS
Commissioner



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

Oneida County Department of Public Works

6000 Airport Road, Oriskany, New York 13424
Phone: (315) 793-6213 Fax: (315) 768-6299

April 29, 2014

FN 20 14-204

PUBLIC WORKS

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

WAYS & MEANS

Dear County Executive Picente,

There is unanticipated revenue in D3501, Consolidated Highway Improvement Aid that will allow this department to expand the current highway maintenance programs that have been impacted by last summer's storm damage and this past winter's extreme weather. Therefore, there is a need to increase Maintenance of Highways & Bridges accounts D5110.102, Temporary Help, D5142.495, Other Expenses and D5110.491, Other Materials & Supplies for FY 2014. The Other expense would be to provide a one-time additional payment of \$100.00 per mile to those towns that are under contract for Snow & Ice Control on County Highways. These payments are listed on the attached spreadsheet.

I respectfully request the following 2014 supplemental appropriations be considered:

D5110.102	TEMPORARY HELP	\$ 50,000.00
D5142.495	OTHER EXPENSES	\$ 58,832.00
D5110.491	OTHER MATERIALS & SUPPLIES	<u>\$230,465.84</u>
TOTAL		\$339,197.84

Supported by unanticipated revenue in:

D3501	CONSOLIDATED HIGHWAY AID	\$339,197.84
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If you concur, please forward to the Public Works and Ways and Means Committee with presentation to the Board of Legislators for approval at their regularly scheduled meeting.

Sincerely,

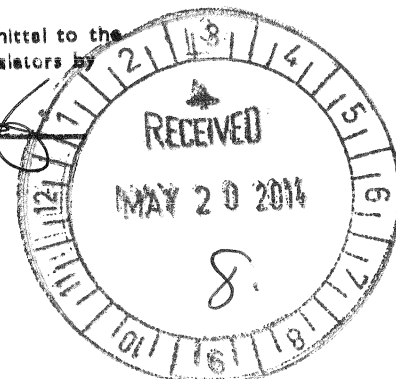
Dennis S. Davis
Commissioner

DSD/mp

cc: Joseph Timpano, Comptroller
Thomas Keeler, Budget Director

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

Anthony J. Picente, Jr.
County Executive
Date 5/20/14





ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

May 27, 2014

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

FN 20 14 - 205

PUBLIC WORKS

Dear Honorable Members:

WAYS & MEANS

On May 14, your Board unanimously approved Resolution # 138 to increased Capital Project H-473 Comprehensive Building Improvements by \$871,000. This funding will be used to pay for a new boiler for the County Office Building. Your Board also approved Pay as You Go Funding for the improvements to the REA Wing at Union station for \$323,900.

The approval of the above two resolutions caused the Pay As You Go Reserve to be under funded by \$1,080,418. The funding for these projects is crucial and it is necessary to increase the reserve to preserve the funding. I propose transferring enough funds to leave a balance of \$300,000 which will be available for other Pay As You Go Projects.

I respectfully request your Board to approve the following **2014** transfer / designation of the General Fund balance:

TO:

AA#889 / 889 - 19 - Fund Balance - Pay As You Go..... \$ 1,380,418.00

FROM:

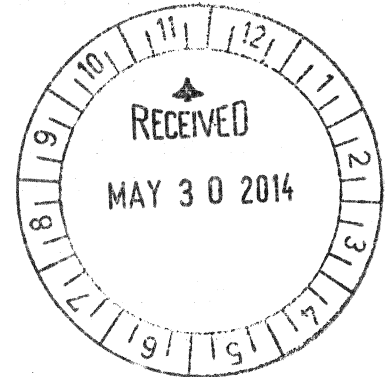
AA# 909 - Fund Balance - Unrestricted..... \$ 1,380,418.00

I also respectfully request your Board to act on this legislation at their **June 11, 2014** meeting.

Respectfully submitted,

Anthony J. Picente, Jr
County Executive

CC: Budget Director
Comptroller
County Attorney



9.



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

May 27, 2014

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

FN 20 14 - 206

**ECONOMIC DEVELOPMENT
& TOURISM**

Dear Honorable Members:

WAYS & MEANS

As in years past, when the County ended the year in a surplus I have come to your Board to propose earmarking parts of the surplus to increase certain reserves set up in the Fund Balance. The close of the County books for 2013 indicated a surplus of \$1,531,000. I would like to propose these funds be allocated as follows. First, I would like to increase the Transfer to Capital by \$1,062,509.00. These funds will be used to fund various Capital Projects approved in the 2014 Capital Projects Budget.

I would also like to use \$125,000 to fund the very promising initiative MVCC has proposed in the attached letter. These funds will allow MVCC to fund a membership to the national Achieving the Dream (ATD) Network along with covering additional costs. This organization has been able to increase student success along with increasing graduation rates.

I respectfully request your Board to approve the following **2014** supplemental appropriations:

TO:

AA# 9950.9	- Transfer to Capital Fund	\$ 1,062,509.00
AA# 2495.49510	- MVCC Special Funding.....	\$ 125,000.00
	Total.....	\$ 1,187,509.00

These supplemental appropriations will be fully supported by unanticipated revenue in:

RA# 599 -	Fund Balance – Unrestricted.....	\$ 1,187,509.00
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I also Respectfully request your Board to act on this legislation at their **June 11, 2014** meeting.

Respectfully submitted,

Anthony J. Picente, Jr
County Executive

CC: Budget Director
Comptroller
County Attorney





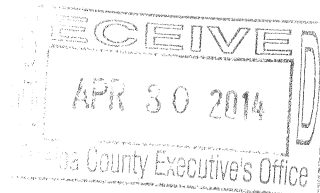
MOHAWK VALLEY COMMUNITY COLLEGE

1101 Sherman Drive
Utica, New York 13501-5394
www.mvcc.edu

Office of the President
(315) 792-5333
Fax (315) 792-5678

April 28, 2014

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



RE: Achieving the Dream funding request

Dear Mr. Picente:

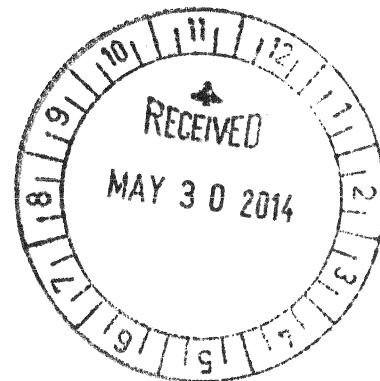
Per our previous conversations, this communication serves as a formal request for \$125,000 to support the most comprehensive student success initiative at MVCC in recent memory. Your support is greatly appreciated and will allow MVCC to leverage its recent acceptance as a member of the national Achieving the Dream (ATD) Network to increase student success. The dollars will cover the \$80,000 annual membership fee; cover all costs for our ATD Leadership and Data coaches; as well as travel for a team of faculty and staff to participate in the annual ATD summit on student success.

While the intent is to use our ATD membership and experience to increase graduation rates, the longer-term benefit, as reported by several colleagues who have participated for years, comes in the form of deep changes in the organizational culture related to better decision making through data analysis. MVCC stands to benefit from this important initiative at a time when our community needs us most.

If a check could be sent to my attention, I'll be sure to get it to the right place so we can quickly apply it toward our ATD expenses.

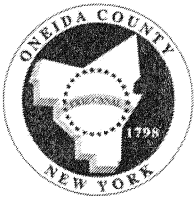
Sincerely,

Randall J. VanWagoner, Ph.D.
President



C: Tom Keeler, Oneida County Budget Director;
Tom Squires, MVCC VP for Administrative Services

//.



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

RUSSELL STEWART
Democratic Commissioner
(315) 798-5761

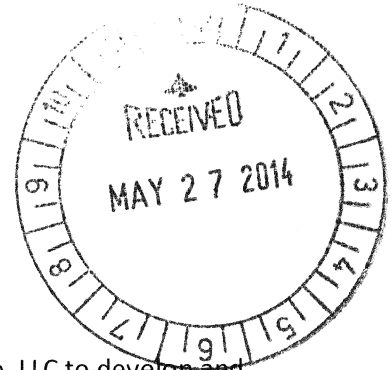
ROSE M. GRIMALDI
Republican Commissioner
(315) 798-5763

May 20, 2014

RECEIVED
MAY 27 2014
County Executive's Office
FN 20 14-207

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

WAYS & MEANS



Dear County Executive Picente:

The Oneida County Board of Elections has been working with General Code, LLC to develop and implement a Laserfische system for the Department.

Attached you will find Purchase Order 60387, issued by the Purchasing Department in the sum of \$18,000.00, which is for Consulting, Assessment, Workflow Development, Training Develop and Installation of a system for the Board of Elections.

We believe that this system will be highly beneficial to our office. In order for our office to move forward with this project it is necessary to amend the Oneida County Board of Election's budget. We therefore request the Board's approval for the following 2014 transfer of funds:

FROM:	A1450.492 COMPUTER SOFTWARE & LICENSE	\$18,000.00
TO:	A1450.493 MAINTENANCE, REPAIR & SERVICE	\$18,000.00

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

Anthony J. Picente, Jr.
County Executive

Date 5/27/14

12.

We are requesting that this matter be placed on the Board's agenda for **June 11, 2014**.

Thank you for your anticipated cooperation.

Sincerely,



Russell Stewart

Democratic Commissioner



Rose Marie Grimaldi

Republican Commissioner

cc: M. Billard, Clerk of the Board

Gerald Fiorini, Chairman of the Board of Legislators

George Joseph, Majority Leader

Frank Tallarino, Minority Leader

COUNTY OF ONEIDA

DATE 3/25/2014

PURCHASING DEPARTMENT
UTICA, NEW YORK 13501

Buyer: SAM

No. 60387

DELIVER TO: CENTRAL SERVICES
ONEIDA COUNTY OFFICE BLDG
800 PARK AVENUE
UTICA, NY 13501

GENERAL CODE LLC
781 EMLGROVE RD
ROCHESTER, NY 14624

MAIL CLAIM TO:
MARK LARAMIE
ONEIDA COUNTY DPW
6000 AIRPORT ROAD
ORISKANY, NY 13424

COPY 2 OF THIS PURCHASE ORDER IS A CLAIM FORM. PAYMENT CANNOT BE MADE UNTIL IT IS PROPERLY EXECUTED AND RETURNED TO THE ABOVE DEPARTMENT.

FURNISH MATERIAL SAFETY DATA SHEETS "MSDS" FOR ALL CHEMICAL PRODUCTS

REQ. #	EPO #	DEPT.	VENDOR #	TERMS	AUTH. #
sam	55388	472	71729		

VENDOR COMPLETE ALL COLUMNS PER INSTRUCTIONS BELOW

DESCRIPTION	QUAN ORDERED	PRICE NUMBER & DATE SHIPPED	QUAN SHIPPED	UNIT PRICE	EXTENSION
Assessment Consulting, Model ON-B	2.00			\$1,500.0000 Days	\$3,000.00
Assessment Write-Up, Model OF-S	8.00			\$125.0000 Hours	\$1,000.00
Workflow Development (Including Records Management related Workflows), Model OF-S	40.00			\$125.0000 Hours	\$5,000.00
Training Manual Development, Model# OF-S	24.00			\$125.0000 Hours	\$3,000.00
Installation, Model# ON-B	1.00			\$1,500.0000 Day	\$1,500.00
Training, Model# ON-B	3.00			\$1,500.0000 Days	\$4,500.00
Contract #014098					
H472 Enterprise Content Management System				\$18,000.00	

SALES TAX EXEMPT — No certificate necessary.
Retain a copy of this order to substantiate exempt sale.

Resolutions adopted by the Oneida County Board of Supervisors Nov. 11, 1925:
That all persons or corporations having claims against the County of Oneida shall present the same to the County Comptroller for audit not later than the 15th day of the succeeding month in which said claim accrued.
N.B.A. copy of the contract upon which the foregoing account is based should be attached.

Mello J. Testa *[Signature]*
DIRECTOR OF PURCHASING

TOTAL	\$18,000.00

VERIFICATION OF CLAIM BY VENDOR:

I hereby certify that the foregoing claim is just, true and correct; that no part thereof has been paid or otherwise settled; that the prices charged in said claim and account, are just and correct, and that the prices therein charged are in accordance with the contract or agreement therefor; that neither said claim and account, nor any part thereof has been presented by me, or by anyone in my behalf to any preceding Board of Supervisors or to the County Comptroller for audit—except as may be herein otherwise stated, and that no tax is included herein.

X _____ X _____
SIGNATURE TITLE

X _____ X _____
DATE NAME OF FIRM OR CORPORATION
SOCIAL SECURITY #

Department Must Check One Of The Following:
 "MSDS" Received. Copies On File In Department.
 "MSDS" Not Required.

COUNTY DEPARTMENT HEAD CERTIFICATION

I HEREBY CERTIFY that the merchandise, materials or articles enumerated in the above account have been received and the quantity and quality are as requisitioned by this department, and the services specified performed; and they were necessary for and have been, or will be applied to the use of this Department; and I further certify that no part of said account has been paid or satisfied.

DATE _____ SIGNATURE _____ TITLE _____
ORIGINAL CLAIM - EXECUTE AND RETURN 14.



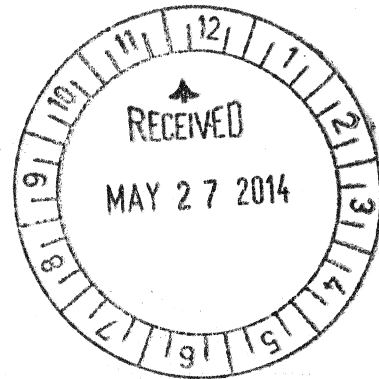
ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

FN 20 14-208

May 22, 2014

WAYS & MEANS



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

Honorable Members:

In order to close the County accounting records for 2013, the need for fund transfers appeared in various departmental appropriation accounts throughout the County. These transfers are required primarily due to the need to charge 2013 accounts for actual and anticipated 2013 expenditures occurring in 2014, as required under Generally Accepted Accounting Principles (GAAP).

The transfers are fully covered by surplus funds in the 2013 budgets of other related accounts and will not require the use of funds from the Fund Balance. In most cases, the following transfers are made from unencumbered funds in other appropriation accounts within the respective departments.

The most notable deficits are in the Department of Social Services' Safety Net and Juvenile Delinquent Care programs due to a large increase in the number of cases which was partially covered by additional revenue in the respective cost centers. Several accounts were known to be running high during 2013, but the exact magnitude of the deficit was not known until GAAP charges were computed in January, February and March, 2014. GAAP rules also require us to recognize gross sales tax revenues and record amounts that are shared with the cities and towns in the County.

Therefore, in accordance with Section 610, Oneida County Administrative Code, I hereby request your Board approval for the following **2013** fund transfers. I also request that these closeouts be acted on at the **June 11, 2014** meeting.

15.

TO:

AA# A1110.411 - - - County Court, Office Supplies.....	\$ 113.
AA# A1165.101 - - - District Attorney Office, Salaries.....	2,000.
AA# A1165.211 - - - District Attorney Office, Office Equipment.....	2,178.
AA# A1165.295 - - - District Attorney Office, Other Equipment.....	370.
AA# A1165.425 - - - District Attorney Office, Training & Special Schools.....	9,706.
AA# A1165.452 - - - District Attorney Office, Automotive Repairs.....	25.
AA# A1165.455 - - - District Attorney Office, Travel & Subsistence.....	6,993.
AA# A1165.492 - - - District Attorney Office, Computer Software & Licenses.....	36.
AA# A1165.495124 - District Attorney Office, Impact I Grant.....	58,781.
AA# A1165.496 - - - District Attorney Office, Prosecution Expenses.....	5,562.
AA# A1170.455 - - - Public Defender-Criminal, Travel & Subsistence.....	6,728.
AA# A1171.1951 - - Legal Defense-Assigned Counsel, Other Fees & Services....	22,197.
AA# A1185.1951 - - Coroner Office, Administration Fees.....	1,725.
AA# A1185.1952 - - Coroner Office, Transport/Lab Fees.....	11,945.
AA# A1190.295 - - - Grand Jury, Other Equipment.....	1,793.
AA# A1315.492 - - - Audit & Control, Computer Software & Licenses.....	4,282.
AA# A1410.4951 - - County Clerk-Registrar, Other Expenses.....	3,977.
AA# A1430.101 - - - Personnel, Salaries.....	10.
AA# A1450.19518 - Board of Elections, HAVA-Site Access.....	13.
AA# A1450.212 - - - Board of Elections, Computer Hardware.....	10,343.
AA# A1610.492 - - - Central Services, Computer Software & Licenses.....	2,271.
AA# A1620.451 - - - Buildings & Grounds, Automotive Supplies.....	522.
AA# A1930.1951 - - Judgments & Claims, Other Fees & Services.....	1,214.
AA# A2490.4941 - - Students in Other Community Colleges, All Other.....	83,928.
AA# A2960.49598 - Education of Handicapped Children, EHC Excess Admin Costs	37,707.
AA# A3020.4163 - - Emergency Communications, Cellular Telephone.....	1,736.
AA# A3112.101 - - - Sheriff-Security, Salaries.....	7,521.
AA# A3112.830 - - - Sheriff-Security, Social Security.....	576.
AA# A3120.101 - - - Sheriff-Law Enforcement, Salaries.....	12,529.
AA# A3120.107 - - - Sheriff-Law Enforcement, Salaries-207-C Injury.....	1,138.
AA# A3120.425 - - - Sheriff-Law Enforcement, Training & Special Schools.....	975.
AA# A3120.830 - - - Sheriff-Law Enforcement, Social Security.....	1,045.
AA# A3150.107 - - - Sheriff-Jail Inmates, Salaries-207-C Injury.....	2,000.
AA# A3151.414 - - - Sheriff-Correctional Facility, Utilities.....	12,795.
AA# A3313.1951 - - Stop DWI Program, Other Fees & Services.....	100.
AA# A3430.103 - - - Drug Enforcement Task Force, Overtime.....	3,326.
AA# A4010.109 - - - Public Health Administration, Salaries Other.....	1,646.
AA# A4014.109 - - - Tuberculosis Prevention & Control, Salaries Other.....	1,663.
AA# A4018.195 - - - Environmental Health, Other Fees & Services.....	1,147.
AA# A4019.850 - - - Community Health Outreach Program, Unemployment Insurance	4,911.
AA# A4082.195 - - - WIC Program, Other Fees & Services.....	5,162.
AA# A4089.413 - - - Immunization Action Plan, Rent Lease Equipment.....	178.
AA# A4089.455 - - - Immunization Action Plan, Travel & Subsistence.....	281.
AA# A4091.810 - - - Cancer Services Program, Retirement.....	63.
AA# A5620.493 - - - Department of Aviation, Maintenance & Repair.....	8,227.
AA# A6010.49536 - Social Services Administration, NYS DSS Chargebacks.....	14,244.
AA# A6011.455 - - - Children & Adult Services, Travel & Subsistence.....	6,121.
AA# A6012.109 - - - Temporary Assistance, Other Salaries.....	22,484.
AA# A6119.495 - - - Child Care, Other Expenses.....	458,347.
AA# A6123.495 - - - Juvenile Delinquent Care, Other Expenses.....	1,853,242.

16.

AA# A6141.495 - - - Safety Net Part County, Other Expenses	1,311,384.
AA# A6142.495 - - - Emergency Assistance to Adults, Other Expenses	2,332.
AA# A6772.495150 - Office for the Aging, Systems Integration	12,528.
AA# A8830.495147 - Youth Services Program, SDPP Type B.....	2,492.
AA# A9151.495121 - Budget-Special Items, Indigent Legal Matters.....	<u>1,390.</u>
“A” Fund Total:	\$ 4,026,002.

AA# D5142.413 - - - Snow Removal County, Rent Lease Equipment.....	\$ 87,170.
AA# D5144.413 - - - Snow Removal State, Rent Lease Equipment.....	<u>66,644.</u>
“D” Fund Total:	\$ 153,814.

AA# G8110.460 - - - W.P.C. Administration, Bad Debt Expense.....	\$ <u>16,634.</u>
“G” Fund Total:	\$ 16,634.

AA# J6293.102 - - - Summer Youth Employment Program, Temporary Help	21,655.
AA# J6293.495 - - - Summer Youth Employment Program, Other Expenses	42,124.
AA# J6300.195 - - - Workforce Development Administration, Other Fees & Services	2,132.
AA# J6300.416 - - - Workforce Development Administration, Telephone.....	7,695.
AA# J6300.417 - - - Workforce Development Administration, Rent Lease Space	22,604.
AA# J6300.425 - - - Workforce Development Administration, Training.....	28,875.
AA# J6300.495129 - Workforce Development Administration, Rome One Stop...	25,297.
AA# J6300.810 - - - Workforce Development Administration, Retirement.....	<u>6,055.</u>
“J” Fund Total:	\$ 156,437.

AA# M5130.456 - - - Road Machinery, Gasoline & Oil.....	\$ <u>13,368.</u>
“M” Fund Total:	\$ 13,368.

FROM:

AA# A1110.436 - - - County Court, Uniforms & Clothing	\$ 113.
AA# A1162.4951 - - District Attorney-Law Enforcement, Other Expenses	12,070.
AA# A1165.103 - - - District Attorney Office, Overtime	2,000.
AA# A1165.109 - - - District Attorney Office, Other Salaries.....	27,094.
AA# A1165.495130 - District Attorney Office, Crimes Against Revenue	44,487.
AA# A1170.1951 - - Public Defender-Criminal, Other Fees & Services.....	6,728.
AA# A1315.411 - - - Audit & Control, Office Supplies	3,076.
AA# A1315.418 - - - Audit & Control, Meter Postage	1,206.
AA# A1410.830 - - - County Clerk-Registrar, Social Security	3,977.
AA# A1420.1951 - - Law Department, Other Fees & Services.....	37,660.
AA# A1430.211 - - Personnel, Office Equipment	10.
AA# A1450.411 - - - Board of Elections, Office Supplies.....	10,356.
AA# A1610.493 - - - Central Services, Maintenance & Repair.....	2,271.
AA# A1620.411 - - - Buildings & Grounds, Office Supplies	522.
AA# A1930.420 - - - Law Department, Judgments & Claims	1,214.
AA# A2490.4942 - - Students in Other Community Colleges, HCCC.....	32,424.
AA# A2490.4944 - - Students in Other Community Colleges, Fashion Institute....	51,504.

AA# A2960.1952 - - Education of Handicapped Children, Evaluations	37,707.
AA# A3020.414 - - - Emergency Communications, Utilities	1,736.
AA# A3120.492 - - - Sheriff-Law Enforcement, Computer Software & Licenses ..	24,623.
AA# A3120.4951 - - Sheriff-Law Enforcement, Other Expenses	1,161.
AA# A3151.416 - - - Sheriff-Correctional Facility, Telephone	12,795.
AA# A3313.411 - - - Stop DWI Program, Office Supplies.....	100.
AA# A3430.109 - - - Drug Enforcement Task Force, Other Salaries	3,326.
AA# A4010.195 - - - Public Health Administration, Other Fees & Services	1,646.
AA# A4012.860 - - - Public Health Clinic, Health Insurance.....	13,405.
AA# A5620.456 - - - Department of Aviation, Gasoline & Oil	8,227.
AA# A6010.49534 - Social Services Administration, General Contract Expense..	14,244.
AA# A6011.454 - - - Children & Adult Services, Travel Meetings/Seminars.....	6,121.
AA# A6012.860 - - - Temporary Assistance, Health Insurance.....	22,484.
AA# A6109.495 - - - Family Assistance-TANF, Other Expenses	3,313,289.
AA# A6129.495 - - - Payments to State Training Schools, Other Expenses	312,016.
AA# A6772.860 - - - Office for the Aging, Health Insurance.....	12,528.
AA# A8830.49556 - - Youth Services Program, Runaway & Homeless Youth	2,492.
AA# A9151.495 - - - Budget-Special Items, Actuarial Services.....	1,390.
"A" Fund Total: \$	4,026,002.

AA# D5142.491 - - - Snow Removal County, Other Materials & Supplies	\$ 63,444.
AA# D5142.495 - - - Snow Removal County, Other Expenses	23,726.
AA# D5144.109 - - - Snow Removal State, Other Salaries	31,920.
AA# D5144.491 - - - Snow Removal State, Other Materials & Supplies	34,724.
"D" Fund Total: \$	153,814.

AA# G8110.195 - - - W.P.C. Administration, Other Fees & Services.....	\$ 16,634.
"G" Fund Total: \$	16,634.

AA# J6300.495130- - Workforce Development Administration, DSS Employ Ctr .	\$ 156,437.
"J" Fund Total: \$	156,437.

AA# M5130.414 - - - Road Machinery, Utilities	\$ 13,368.
"M" Fund Total: \$	13,368.

I also request your Board approval for the following 2013 supplemental appropriations:

AA# A1985.4 - - - Sales Tax Payments to Other Governments.....	\$ 37,625,441.
AA# A6434.495 - - - Planning-Economic Assistance, O/C Snowmobile Assn.....	107,914.
\$	37,733,355.

AA# J6300.425 - - - Workforce Development Administration, Training.....	\$ 178,042.
AA# J6300.495 - - - Workforce Development Administration, Other Expenses	522,593.
"J" Fund Total: \$	700,635.

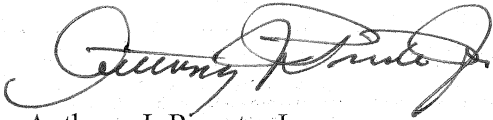
18

These supplemental appropriations will be fully supported by additional revenue in:

RA# A1112 - - - - -	Sales Tax Receipts for Other Governments	\$ 37,625,441.
RA# A3760 - - - - -	State Aid – Snowmobile Trails	<u>107,914.</u>
		\$ 37,733,355.

RA# J3763 - - - - -	State Aid-Trade Adj Assistance.....	\$ 645,746.
RA# J4805 - - - - -	Federal Aid-WIA-Dislocated Worker	<u>54,889.</u>
		\$ 700,635.

Respectfully submitted,



Anthony J. Picente, Jr.
Oneida County Executive

AJP: gpb
CC: County Attorney
Comptroller
Budget Director

19.



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

PETER M. RAYHILL
COUNTY ATTORNEY

May 14, 2014

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

FN 20 14-209

WAYS & MEANS

Re: Claimant: United Auto
File #2014-20
DOL: 04-01-14

Dear Mr. Picente:

I am enclosing correspondence from Claims Administrator Gus Boucher recommending payment of \$17,750.99 in full settlement of a claim arising out of an accident which occurred on April 1, 2014.

The claimant's vehicle was damaged when a County driver failed to stop at a red light, striking the driver's side of the United Auto Sales vehicle.

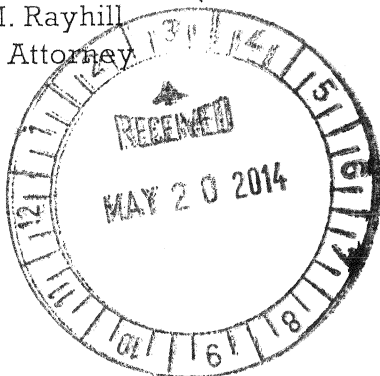
The original estimate of damages was for \$26,060.22, our appraiser adjusted the value of damages down to an agreed upon amount of \$16,845.99 plus adjusted towing charges of \$905.00, for a total amount of \$17,750.99.

I concur with Mr. Boucher's recommendation and ask that the Board of Acquisition & Contract approve this offer of settlement.

Sincerely,

Peter M. Rayhill
County Attorney

Encl.



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

Anthony J. Picente, Jr.
County Executive

Date 5/20/14

20.

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

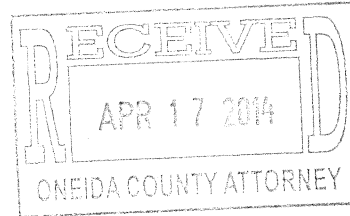
April 15, 2014

To: Peter Rayhill, Oneida County Attorney

From: Gus Boucher

Claimant: United Auto

File #: 2014-20



Claim: Claimant vehicle was damaged in the side when a County driver failed to stop at a red light striking the drivers side of the United Auto vehicle.

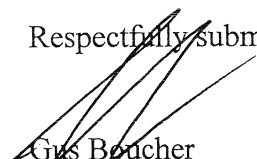
Damages: We have had the vehicle appraised and have an agreed price to repair the visible for \$16,845.99. The adjusted towing charges are \$905.00 No injuries have been reported.

Liability: The damage were caused by the actions of the County driver. The County driver was given a Traffic Ticket for 1120A & 1111D1, passing a red signal & failure to keep right. This is supported by the witness listed on the Police report.

Authority: I request authority to settle the estimated damages in the amount of \$17,750.99. The amount represents the damages plus towing.

Comment: The Appraiser, Anthony Rocco of Central Independent Appraisers has done an excellent job of adjusting the value of the damages from the original estimate of \$26,060.22.

Respectfully submitted,


Gus Boucher
Adjuster

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO.

INTRODUCED BY: Mr. Porter

2ND BY:

RE: APPROVAL OF A SETTLEMENT IN THE MATTER OF UNITED AUTO V. ONEIDA COUNTY

WHEREAS, Oneida County Executive Anthony J. Picente, Jr. is in receipt of correspondence from County Attorney Gregory J. Amoroso requesting Board approval of a proposed settlement in the amount of \$17,750.99 in the matter of United Auto v. Oneida County, and;

WHEREAS, A County driver failed to stop at a red light and struck the United Auto vehicle causing damages in the amount of \$16,845.99 plus towing charges of \$905.00 for a total of \$17,705.99, and;

WHEREAS, The County's Risk & Claims Administrator, Gus Boucher, recommends that Oneida County settle such claim, therefore, be it

RESOLVED, That the Oneida County Board of Legislators hereby authorizes settlement in the amount of \$17,750.99 in full satisfaction of any and all claims against the County of Oneida.

APPROVED: Ways & Means Committee ()

DATE: June 11, 2014

Adopted by the following vote:

AYES NAYS ABSENT

27

PUBLIC DEFENDER
Frank J. Nebush, Jr., Esq.

Oneida County Public Defender
Criminal Division

CHIEF APPELLATE COUNSEL
Patrick J. Marthage, Esq.

CHIEF TRIAL COUNSEL
Leland D. McCormac III, Esq.

Main Office

250 Boehlert Center at Union Station
321 Main Street
Utica, New York 13501
Telephone: (315) 798-5870 • Fax: (315) 734-0364
e-mail: Pubdef@ocgov.net

INVESTIGATOR'S OFFICE
James J. Laribee, Sr. Investigator

Utica City Court
411 Oriskany Street, West
Utica, New York 13502
Telephone: (315) 735-6671
Fax: (315) 724-3407

Rome City Court
100 West Court Street
Rome, New York 13440
Telephone: (315) 334-7012
Fax: (315) 334-1196

May 27, 2014

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

FN 20 14-210
PUBLIC SAFETY

WAYS & MEANS

Dear Mr. Picente:

The Oneida County Public Defender Office Criminal Division has been awarded several grants from the New York State Office of Indigent Legal Services for several initiatives which have been approved by the Board of Legislators. My office is in the process of trying to purchase a high speed scanner which will be covered by the fore mentioned grant funds. In order to purchase the scanner it is necessary to do a supplemental appropriation to the computer hardware account to cover the cost.

I therefore request your Board's approval of the following **2014** supplemental appropriation for the General Fund:


TO:
AA# A1170.212 Public Defender – Computer Hardware..... \$ 10,000.00

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

RA# 3021.03 State Aid – Indigent Legal Services..... \$ 10,000.00

I also respectfully request this legislation be acted on by your full Board at the **June 11, 2014** meeting. It is my intention to use summer interns for some of this work and it would be nice to have the machine ready for them.

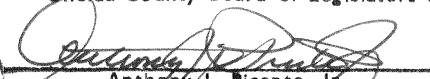
Sincerely,



Francis J. Nebush, Jr., Esq.
Public Defender - Criminal



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


Anthony J. Picente, Jr.
County Executive

Date 6/2/14

CC: Comptroller
County Attorney
Budget Director

22

Anthony J. Picente, Jr.
County Executive



David Tomidy
Director



Oneida County Probation Department

321 Main Street, 2nd Floor, Utica, New York 13501

Utica ~ Phone: (315) 798-5914 Fax: (315) 624-3684
Rome ~ Juvenile: (315) 337-0080 Adult: (315) 337-0073
E-mail: probation@ocgov.net · Web Site: www.ocgov.net

Deputy Director
Patrick Cady

Supervisors
Thomas Brognano
Mark Joseph
Holly Matthews
Paula Mrzlikar

May 29, 2014

FN 20 14-211

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

PUBLIC SAFETY
WAYS & MEANS



Re: JAG Grant

Dear Mr. Picente:

Attached is an Agreement proposed by the Utica Police Department as a part of their application for their yearly Federal JAG Grant. This Agreement includes reimbursement for salaries and fringe benefits for our officers performing overtime.

For several years we have collaboratively participated in a UPD/Probation Juvenile Ride-Along Program funded by this grant. Under this Program we visit youth on Domicile Restriction as an alternative to costly and disruptive detention. By visiting in the evening we can also meet with parents and significant others. This Program is an integral strategy of our Juvenile Alternative to Detention and Juvenile Delinquency Prevention Plan. Proposed dates of operation are from July 1, 2014 through June 30, 2015.

These funds (\$7,680) are spread out over the year. We strongly recommend your approval of this cost effective agreement.

Very truly yours,

DAVID TOMIDY
PROBATION DIRECTOR

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

Anthony J. Picente, Jr.
County Executive

Date 6/3/14

DT:kas
Attachments

24

Oneida Co. Department: Probation

Competing Proposal _____
Only Respondent _____
Sole Source RFP X

**ONEIDA COUNTY
BOARD OF LEGISLATORS**

Name of Proposing Organization: Oneida County Probation Department

Title of Activity or Service: Utica Police Ride-Along Project

Proposed Dates of Operation: July 1, 2014 – June 30, 2015

Client Population/Number to be Served: 250 DWI Offenders

Summary Statements:

- 1.) **Narrative Description of Proposed Services:** UPD and Probation ride together to visit and monitor Juveniles enrolled in the Domicile Restriction Program as an alternative to detention.
- 2.) **Program/Service Objectives and Outcomes:** To insure compliance with Court Orders and ensure Public Safety.
- 3.) **Program Design and Staffing:** Domicile Staff performing overtime function.

Total Funding Requested: \$7,680.00 Account#: 3141.103

Oneida County Department Funding Recommendation: 100% to be reimbursed by Utica Police Department

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

Cost Per Client Served: 0

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

Oneida County Department Staff Comments: This is a highly successful and cost effective way of keeping children in their homes as opposed to detention. We strongly support this agreement.

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ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

May 27, 2014

FN 20 14 - 212

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

Dear Honorable Members:

WAYS & MEANS

As in years past, when the County ended the year in a surplus I have come to your Board to propose earmarking parts of the surplus to increase certain reserves set up in the Fund Balance. The close of the County books for 2013 indicated a surplus of \$1,531,000. I would like to propose these funds be allocated as follows. First, I would like to increase the Transfer to Capital by \$1,062,509.00. These funds will be used to fund various Capital Projects approved in the 2014 Capital Projects Budget.

I would also like to use \$125,000 to fund the very promising initiative MVCC has proposed in the attached letter. These funds will allow MVCC to fund a membership to the national Achieving the Dream (ATD) Network along with covering additional costs. This organization has been able to increase student success along with increasing graduation rates.

I respectfully request your Board to approve the following 2014 supplemental appropriations:

TO:

AA# 9950.9	- Transfer to Capital Fund	\$ 1,062,509.00
AA# 2495.49510	- MVCC Special Funding.....	\$ 125,000.00
	Total.....	\$ 1,187,509.00

These supplemental appropriations will be fully supported by unanticipated revenue in:

RA# 599 -	Fund Balance – Unrestricted.....	\$ 1,187,509.00
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I also Respectfully request your Board to act on this legislation at their June 11, 2014 meeting.

Respectfully submitted,

Anthony J. Picente, Jr
County Executive

CC: Budget Director
Comptroller
County Attorney



26



MOHAWK VALLEY COMMUNITY COLLEGE

1101 Sherman Drive
Utica, New York 13501-5394
www.mvcc.edu

Office of the President
(315) 792-5333
Fax (315) 792-5678

FN 20 14-213

**ECONOMIC DEVELOPMENT
& TOURISM**
WAYS & MEANS



June 3, 2014

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

Dear *Anthony* Mr. Picente,

Mohawk Valley Community College has been selected as a recipient of a NYSUNY 2020 Challenge Grant, SUNY Manufacturing Alliance for Research and Technology Transfer (SMARTT). The College will partner and operate as the education core for the Center for Global Advanced Manufacturing (CGAM).

MVCC's project has the following objectives:

- I) Enhance the skills set of new recruits in the manufacturing sector.
- II) Provide training to the local manufacturing workforce to refresh and retool their skills.
- III) Help individuals and companies commercialize their ideas into marketable products and services.

The grant amount of \$586,000 will be used to purchase equipment to effect these objectives.

There is no cost to Oneida County as all funding is provided through the grant. However, the service agreements require the County Sponsor signature, per the SUNY grant guidelines.

There is some urgency in forwarding the grant agreement to the Board of Legislators as equipment must be ordered and installed before the start of the fall 2014 semester, mid-August.

Thank you for your assistance in expediting this request.

Sincerely

Randall J. VanWagoner, Ph. D.
President

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

Anthony J. Picente, Jr.
County Executive

Date 6/4/14

21.

Oneida Co. Department Mohawk Valley Community College

Competing Proposal _____

Only Respondent _____

Sole Source RFP _____

Oneida County Board of Legislators

Contract Summary

Name of Proposing Organization:

The State University Construction Fund

Title of Activity or Services:

MVCC is receiving a grant from the State University Construction Fund for purposes of enhancing the Computer Numeric Controlled (CNC) Machinist technology training program and development of the Fab Lab

Proposed Dates of Operations: Date of Execution until completion of enhancing the CNC Machinist technology training program and development of the Fab Lab

Client Population/Number to be Served:

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

MVCC is receiving a grant from the State University Construction Fund for purposes of enhancing the CNC Machinist technology training program and development of the Fab Lab. The grant will pay for equipment to be used within these programs.

2). Program/Service Objectives and Outcomes- see above

3). Program Design and Staffing Level -NA

Total Funding Requested: MVCC is receiving a grant in the amount of \$586,000

Oneida County Dept. Funding Recommendation: NA

Proposed Funding Source (Federal \$ /State \$ / County \$): 100% funded by The State University Construction Fund; no County funds to be used

Cost Per Client Served: NA

Past performance Served: NA

O.C. Department Staff Comments:



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

June 4, 2014

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

FN 20 14-214
**ECONOMIC DEVELOPMENT
& TOURISM**

RE: 2014 Mohawk Valley EDGE- Oneida County Contract **WAYS & MEANS**

Dear Tony:

Attached are two copies of the proposed 2014 contract between Mohawk Valley EDGE and Oneida County. The proposed agreement includes the funds authorized in the current Oneida County Budget (\$349,874.00) to Mohawk Valley EDGE. Mohawk Valley EDGE will carry out initiatives to improve the region's economy with emphasis on attracting new investment and growth as well as assisting Oneida County businesses with new opportunities.

EDGE looks forward to working with you and the leadership on the County Board in these challenging economic times. Please do not hesitate to contact me if you have any further questions.

Sincerely,

Steven J. DiMeo
President
Mohawk Valley EDGE

CC: Ronald A. Cuccaro, EDGE Board Chair
Peter Rayhill, County Attorney
Joseph Saunders, EDGE Counsel
Shawna Papale, Sr. Vice President EDGE



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

Anthony J. Picante, Jr.
County Executive

Date 6/4/14

Oneida Co. Department: Planning

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Federal Agreement/Revenue _____

Oneida County Contract Summary

Name of Proposing Organization: Mohawk Valley EDGE

Title of Activity or Service: Cultural Contract

Proposed Dates of Operation: 1/1/14-12/31/14

Client Population/Number to be Served: Oneida County

Summary Statements

1) Narrative Description of Proposed Services: To publicize the advantages of Oneida County and the region.

2) Program/Service Objectives and Outcomes: Advancing, fostering, and promoting general economic and industrial development within Oneida County and the region.

3) Program Design and Staffing:

Total Funding Requested: \$349,874.00 **Account #:** A6432.495 & A6436.495

Oneida County Dept. Funding Recommendation: \$349,874.00

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

Cost Per Client Served:

Past Performance Data:

O.C. Department Staff Comments:

AGREEMENT

THIS AGREEMENT (this "Agreement"), dated as of January 1, 2014, is by and between

COUNTY OF ONEIDA, a municipal corporation organized and existing under the laws of the State of New York, with its principal office and place of business located at 800 Park Avenue, Utica, New York 13501 (hereinafter referred to as the "**County**"), and

ECONOMIC DEVELOPMENT GROWTH ENTERPRISES CORPORATION (doing business as Mohawk Valley EDGE), a not-for-profit corporation organized and existing under the laws of the State of New York, with its principal office and place of business located at 584 Phoenix Drive, Griffiss Business & Technology Park, Rome, New York 13441 (hereinafter referred to as "**EDGE**").

WITNESSETH:

WHEREAS, EDGE is a New York not-for-profit corporation located within Oneida County and formed for the objects and the purposes, among others, of publicizing the advantages of Oneida County and the region by advancing, fostering and promoting general economic and industrial development within Oneida County and the region; and

WHEREAS, the Oneida County Board of Legislators (the "Board of Legislators"), by Resolution No. __ of 2014 (the "Resolution"), has authorized the expenditure of certain monies to pay for the services to be rendered by EDGE to the County pursuant to this Agreement; and

WHEREAS, the County Executive and Board of Legislators, as the policy making branches of County government, desire that the services described herein be consolidated under the aegis of, and be performed by, a single economic development organization, to wit: EDGE, in order to better facilitate the growth and development of Oneida County and represent the interests of all residents of Oneida County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and in accordance with the provisions of Section 224 of the County Law, it is agreed by and between the parties hereto as follows:

1. The term of this Agreement shall be for one (1) year beginning on **January 1, 2014 and ending December 31, 2014**. The County reserves the right to terminate this Agreement upon thirty (30) days' written notice to EDGE in the event that EDGE shall fail to perform any of its obligations set forth herein, and such failure shall not have been rectified by EDGE within said thirty (30) day period.
2. Pursuant to this Agreement, EDGE shall act as an independent contractor providing services to the County, in return for which EDGE shall receive payment from the County as hereinafter described. Such payment will constitute part of EDGE's total 2014 revenue, which revenue EDGE will use to further its corporate purposes including, without limitation, serving as the lead economic development organization in Oneida County. To that end, EDGE's goals in providing the herein described services to the County shall be to form and implement economic development policies that will help Oneida County and the region retain population and attract people, increase the number of jobs, particularly jobs that are career opportunities, and increase, by improving general economic conditions, the standard of living for residents of Oneida County. The parties acknowledge that EDGE, as an

independent contractor, shall have control over the means and methods used to make and implement economic development policies designed to achieve the aforesaid goals. However, EDGE recognizes the strong interest and role of the County Executive and the Board of Legislators in the making of policy with regard to general economic development in Oneida County and shall consult with the County Executive and the Board of Legislators in the formulation of such policy.

3. EDGE shall, upon the request of the Board of Legislators and/or the Economic Development and Tourism Committee thereof, provide periodic updates, in writing and/or in person, to the Board of Legislators and/or the Economic Development and Tourism Committee thereof, as the case may be, on its activities pursuant to this Agreement, excepting from such updates information which is subject to a confidentiality agreement and/or confidential or proprietary information belonging to and/or regarding a business prospect or existing employer. EDGE's President shall also participate fully in economic and community development meetings with the County Executive, the Director of Work Force Development, the Commissioner of Planning and others invited by the County Executive, which said meetings shall occur on a monthly basis. The Economic Development and Tourism Committee of the County Board of Legislators and the County Executive shall monitor EDGE's performance under the terms of this Agreement and make recommendations with regard to such performance.
4. EDGE shall provide, on request, reports on its activities to the County Executive, members of the Board of Legislators, or any duly appointed committee thereof, excepting from such reports information which is subject to a confidentiality agreement and/or confidential or proprietary information belonging to and/or regarding a business prospect or existing employer. At least once each quarter, EDGE shall report to the County Executive on any companies that have received financial assistance through EDGE. Specifically, EDGE shall report on the total employment among these companies and whether these companies are in compliance with applicable job creation and job retention requirements., EDGE shall also report to the County Executive on other major changes in business activities in the County of which EDGE is aware, excepting from such reports information which is subject to a confidentiality agreement and/or confidential or proprietary information belonging to and/or regarding a business prospector existing employer.
5. Pursuant to this Agreement, EDGE shall, as part of its duties to publicize the advantages of Oneida County and the region by overseeing and facilitating overall general economic development:

5.1.1 Implement and update, as deemed necessary, the Regional Economic Development Strategy that was prepared in 1997 by Deloitte Touche & Fantus Consulting, and continue appropriate outreach to focus on the development and implementation of local strategies for restoring Oneida County and the region's population and addressing Oneida County and the region's work force development needs. Building on past efforts, EDGE, with community stakeholders such as the Community Foundation of Herkimer and Oneida Counties, Inc., and others, shall undertake an effort to identify key community indicators and develop regional strategies and shared community vision that will provide a comprehensive approach to improving the region's community development (e.g., education, culture and arts, health, work force development, transportation, and community development initiatives) as an integral component of an overarching economic development strategy.

5.1.2 Publicize the advantages of Oneida County and the Mohawk Valley as a desirable area for businesses to locate and expand by targeting marketing efforts

to strategic industry clusters identified in the EDGE 2014 Annual Plan. Through its marketing and promotional activities, attract and encourage industry and businesses to locate or expand in Oneida County and thus facilitate the general economic growth and development of Oneida County. EDGE shall provide to the County Executive and the leadership of the Board of Legislators, no later than February 1, 2014, a targeted marketing and promotion plan regarding how EDGE intends to publicize and promote Oneida County and the Mohawk Valley as a location for business expansions within key industry clusters being targeted by EDGE.

5.1.3 Maintain a systematic program for visiting area businesses and firms and communicating with them on (i) the available programs and services offered by and through conduits of Oneida County, (ii) the identification of issues or problems that may adversely impact a business or firm's economic well-being and the maintenance of its operations and continued presence within Oneida County, and (iii) the opportunities for growth and expansion within Oneida County and/or the Mohawk Valley that may occur as a result of assistance provided through EDGE, other economic development agencies, and/or state and/or local government support. EDGE shall make the County Executive aware of key business outreach visits that would warrant his participation. EDGE shall coordinate business outreach activities, visits, and business development projects with the Regional Office of the Empire State Development Corporation, the Workforce Investment Board, and, to the extent necessary or desirable, its other economic development and educational partners.

5.1.4 Report, in writing, excepting from such reports information which is subject to a confidentiality agreement and/or confidential or proprietary information belonging to and/or regarding a business prospect or existing employer, to County and affected local government officials at the earliest possible instance (after EDGE acquires actual knowledge thereof) of potential economic development projects in their respective communities, and notify the County and affected local government officials at the earliest possible time (after EDGE acquires actual knowledge thereof) that an existing employer in their respective communities may relocate elsewhere in or outside of Oneida County.

5.1.5 Provide prompt attention to, and follow-up on, leads regarding new economic development, businesses or industries and participate with the County in an outreach to existing businesses and industries in Oneida County and maintain a record of all leads, contacts and follow-up efforts with existing businesses and prospects and, upon request, provide County officials, except for confidential information on clients or leads, reports on potential economic development projects.

5.1.6 Administer and oversee management of the EDGE Job Development Loan Fund, and other revolving loan fund accounts under its control or management. Within such funding made available and so identified, EDGE shall maintain a targeted Small Business Development Loan Program capitalized with funding secured from the U.S. Department of Housing and Urban Development (HUD) under the HUD Small Cities Program and the NYS Small Cities Program to specifically address unique small business financing needs.

5.1.7 Prepare proposed financing assistance and economic development incentives packages for businesses that are looking to expand or locate within

Oneida County, and develop funding strategies for special economic development projects and initiatives.

5.1.8 Administer and monitor the Oneida County Empire Zone Program approved by New York State for specific sites in Oneida County in cooperation with the County Executive's Office, and assist Empire State Development with matters involving the Excelsior Jobs Program.

5.1.9 Make itself available to administer various Federal and state grants obtained by the County for various economic development projects upon such terms and conditions as may be mutually satisfactory to the County and EDGE. These grants would include, but not be limited to, grants received through the Office Community Renewal for projects within Oneida County.

5.1.10 Provide necessary technical support for designated Build Now sites and/or key development sites in Oneida County and Herkimer County, and provide technical assistance and necessary staff support for pre-permit approval and development of other key development sites and vacant/underutilized facilities.

5.1.11 Provide marketing and staff assistance for aviation-related economic development opportunities at Griffiss International Airport. Specifically, EDGE will: (i) work cooperatively with Oneida County, the County's Aviation Department, and Griffiss Local Development Corporation ("GLDC") on the development and funding of a marketing program to attract new and expanded aviation-related uses at Griffiss International Airport (i.e., EDGE, with the concurrence of GLDC, will assist GLDC in using funds from the GLDC marketing budget, contingent on an appropriate funding match from the County, for marketing of the Griffiss International Airport for aviation economic development opportunities); (ii) provide economic development services to the County and the County's Aviation Department to identify and handle aviation leads, develop financing and incentives proposals required for new and expanding aviation development opportunities, coordinate negotiations for the lease of existing buildings at Griffiss International Airport or for the development of new aviation facilities that would be built, and provide other economic development support that will enable the County to expand aviation activity at the Griffiss International Airport. Costs for outward marketing (trade shows, sales calls, development of marketing materials) are not an obligation of EDGE and would require appropriation of funds by GLDC and Oneida County at Griffiss.

It is further understood and agreed that the County will be solely responsible for all decisions related to the operation of the Griffiss International Airport, complying with FAA requirements, providing appropriations for capital projects at Griffiss International Airport and providing funding for annual Airport O&M costs required to operate Griffiss International Airport. Pursuant to state and local law, any prime leases of property at the Griffiss International Airport will be subject to approval by the Oneida County Board of Legislators and the Federal Aviation Administration (FAA).

5.1.12 EDGE shall continue to work with the County on the completion of a master reuse plan for the former Oneida County Airport and Oneida County Airport Business Park in Oriskany, New York (a/k/a the "Oneida County Business Park") to address opportunities to reuse the vacant lands for long-term economic

development and address concerns by the current businesses within the Oneida County Business Park on ongoing needs for maintenance and repairs to the Oneida County Business Park infrastructure (e.g., roads, drainage ditches, and utilities). The plan will also strive to rebrand and rename the Oneida County Business Park. The reuse strategy will seek to integrate the Oneida County Business Park with any potential plans to expand the Oneida County Business Park by redeveloping the lands that the County owns and which are now vacant or underutilized as a result of the relocation of the Oneida County Airport to Griffiss.

5.1.13 Maintain implementation of a communications program that conveys information to the general public on EDGE projects and activities. EDGE's communications program will (i) disseminate information by publishing quarterly newsletters, and maintaining a website (ii) prepare collateral marketing materials and other reports that inform the community about EDGE-sponsored or EDGE-supported projects and activities, (iii) provide regular presentations and updates to community and civic organizations, and governmental officials on economic development matters, (iv) arrange for the issuance of press releases, and (v) respond to inquiries from the media regarding economic development projects and activities.

5.1.14 Undertake special projects, enter into technical assistance contracts with local governments, develop and administer community and economic development initiatives, and complete or cause to be completed studies that will further the economic growth and development of Oneida County and the Mohawk Valley. In addition, EDGE will facilitate the reaching out to and development of contacts with various community groups, Chambers of Commerce and other strategic publics in the region on the regional effort to encourage economic development.

5.1.15 Help coordinate activities by the Griffiss Institute Inc. to provide training, establish a business accelerator program, and other business assistance to companies and businesses involved in information technology and cyber-operations.

5.1.16 Assist the County, Cornell Cooperative Extension, and other federal and state government agencies on implementing the County's Agricultural and Rural economic development programs.

6. EDGE shall use its best faith efforts to raise private sector monies or lending commitments in an amount equal to or in excess of funds appropriated by the County for economic development purposes in 2014 with a goal that each party hereto shall raise and/or commit appropriate funds for an incentive effort for economic development. Any and all economic development incentive funds shall be administered by EDGE pursuant to a written protocol that shall include loan and grant criteria and conflict of interest provisions. The County may contribute to the fund-raising effort as indicated.
7. For the services actually provided by EDGE to the County pursuant to the terms of this Agreement, the County agrees to pay EDGE the sum of **Three Hundred Forty Nine Thousand Eight Hundred Seventy Four and 00/100ths Dollars (\$349,874.00)** in semi-annual payments of **One Hundred Seventy Four Thousand Nine Hundred Thirty Seven and 00/100ths Dollars (\$174,937.00)**.

Anything to the contrary contained in this Agreement notwithstanding, no County money shall be paid to EDGE hereunder until a memorandum receipt, signed by EDGE's principal officer and disbursing officer, to wit: its President and Chief Financial Officer, respectively, agreeing to comply with the terms of the Resolution, is delivered to the County Treasurer.

8. EDGE shall file an annual report and budget of its expenditures and receipts with the Clerk to the Board of Legislators.
9. EDGE shall indemnify and hold harmless the County and its officers, agents, and employees from any claims, demands, causes of action and judgments arising out of injuries to person or property of whatever kind or nature caused by the negligence of EDGE, its employees or agents, in the performance of its duties under the terms of this Agreement.
10. In the performance of this Agreement, EDGE will at all times act in its own capacity and rights as an independent contractor, and nothing contained herein shall be construed to make EDGE an agent or partner of, or joint venturer with, the County.
11. The County acknowledges that it did not "create" EDGE. Moreover, nothing contained in this Agreement shall be deemed to make the County a "sponsor" or "affiliate" of EDGE.
12. Whenever EDGE shall use the funding provided herein for the procurement of goods and services, EDGE shall be governed by the EDGE Procurement Policies set forth in Exhibit A, attached hereto and made a part of this Agreement.
13. The Addendum attached hereto as Exhibit B is hereby incorporated into and made a part of this Agreement to the extent applicable.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective parties hereto as of the day and year first above written.

COUNTY OF ONEIDA:

By: _____
Anthony J. Picente, Jr
County Executive

Date: _____

ECONOMIC DEVELOPMENT GROWTH ENTERPRISES CORPORATION:

By: _____
Ronald A. Cuccaro
Chairperson

Date: _____

EXHIBIT A

EDGE Procurement Policies

EDGE PROCUREMENT POLICIES

Economic Development Growth Enterprises Corporation (“EDGE”) is a New York not-for-profit corporation. EDGE is exempt from federal income tax pursuant to the provisions of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. At present, EDGE is managed by a 55-member Board of Directors.

EDGE has two directly-held, wholly-owned subsidiaries (1) 5900 Success Drive Realty, LLC, and (2) 394 Hangar Road Corporation (the “Subsidiaries”).

EDGE is charged with responsibility for promoting and overseeing economic development within Oneida County. EDGE also provides services to Herkimer County. EDGE’s mission is to attract new businesses and residents to, and to retain existing businesses and residents in, the Mohawk Valley. In support of its mission, EDGE develops and implements an annual work plan at the beginning of each year against which it measures its performance.

In the course of its day-to-day operations, EDGE has occasion to procure various goods and services. To facilitate the acquisition of goods and services of maximum quality at the lowest possible cost, EDGE has adopted the procurement policies (the “Procurement Policies”) hereinafter set forth and has asked its Subsidiaries to adopt the same Procurement Policies.

The Procurement Policies are intended to establish guiding principles and internal procedures relating to EDGE’s procurement activities. They are not intended to and shall not create in or convey to third parties any substantive rights.

Notwithstanding anything to the contrary contained in the Procurement Policies, EDGE shall comply with the terms and conditions of each grant or contract it has with any federal or state funding source including terms and conditions relating to procurement.

As part of its procurement process, EDGE shall make an initial determination as to whether a proposed contract involves (1) the purchase and/or leasing of Commodities and/or Services or (2) a Construction/Renovation Project. Once EDGE makes that determination, it shall follow the applicable procurement policy set forth below.

1. Definitions.

As used herein, the following capitalized words shall have the following meanings:

“Commodities” shall mean goods, materials, equipment and supplies.

“Services” shall mean all services except for Exempt Services.

“Exempt Services” shall mean professional services and services requiring special technical skill, training, expertise or, in some instances, a license in order to render such services. Exempt Services shall include, without limitation, the services of attorneys, accountants, architects, surveyors, engineers,

consultants, financial advisors, appraisers, real estate brokers, real property managers, insurance brokers, bond underwriters, computer specialists, printers, investment managers, and public relations specialists.

“EDGE” shall mean Economic Development Growth Enterprises Corporation.

“Subsidiaries” shall mean EDGE’s directly-held, wholly-owned subsidiaries: (1) 5900 Success Drive Realty, LLC and (2) 394 Hangar Road Corporation.

“Construction/Renovation Project” shall mean a project for the construction and/or renovation of buildings or other improvements on real property owned and/or leased by EDGE.

2. Purchases of Commodities and/or Services.

Unless provided otherwise by EDGE’s Executive Committee, all purchases and/or leases of Commodities and/or Services are subject to the approval of EDGE’s President, who shall make a good faith effort to solicit at least three (3) written quotes/proposals for any such purchase and/or lease involving an expenditure of more than \$5,000.00. EDGE shall not be bound to award a purchase contract or lease to a vendor or supplier solely based on price. Quality and reliability of product, compliance with stated specifications, including proposed substitutions, service and warranties, delivery and installation schedules, and other factors deemed appropriate by EDGE are factors that EDGE may consider in selecting a vendor or supplier for the purchase and/or lease of Commodities and/or Services. In cases where a purchase contract or lease is awarded for reasons other than price, EDGE shall make a reasonable effort to document the rationale for its decision.

There may be instances where EDGE is able to acquire Commodities that are advertised by the State of New York under State contract administered by the Office of General Services (“OGS”) or by the Federal Government under a federal contract overseen by the General Services Administration (“GSA”). In either event, the OGS or GSA list price shall be deemed to be the lowest price and EDGE shall not be required to solicit multiple quotes/proposals for the purchase and/or lease of such Commodities.

Purchases and/or leases of Commodities and/or Services involving an expenditure of \$5,000.00 or less shall not require multiple price quotes/proposals. However, EDGE may consider making periodic solicitations to determine that its purchase and/or leasing of such Commodities and/or Services are based on competitive pricing and other considerations beneficial to EDGE.

3. Construction and/or Renovation Projects.

EDGE shall competitively bid all Construction and/or Renovation Projects involving an expenditure of more than \$25,000.00. If specific State and/or federal procurement or contracting requirements apply, EDGE shall comply with such requirements. All other competitively bid Construction and/or Renovation Projects involving the expenditure of more than \$25,000.00 shall be either by formal advertisement in a newspaper of record in Oneida County (Rome Sentinel or Observer Dispatch) or in the Dodge Report or, where applicable, in other federal and state bid publications.

Formally advertised construction and renovation work should include a pre-bid meeting for all interested bidders upon terms and conditions set forth in the EDGE bid documents. All competitive bids shall be submitted to EDGE in a sealed envelope and delivered to the EDGE offices by regular mail, overnight express mail, or in person before the scheduled bid opening date. EDGE, at its option, reserves the right to reject any bids received after the deadline set forth in the bid proposal. EDGE shall not consider bid proposals that are not sealed in an envelope, delivered by fax, or a verbal quotation from a potential bidder if sealed bid process is required. The bid opening shall be open to all interested parties.

EDGE shall document the bids received and then canvass the bids to ensure that the bidders have complied with the terms and conditions set forth in the bid specifications. After the canvas of bids is complete, EDGE, through its Executive Committee, shall review the canvas of bids and select the lowest responsible bidder to award a contract. If the lowest responsible bidder is unable to enter into a contract then EDGE may, at its option, either enter into a contract with the next lowest responsible bidder, or cancel the bid process and advertise for new bids. Where a winning bidder is unable or unwilling to enter into a contract with EDGE, then EDGE shall have the right to demand that such bidder forfeit its bid security, and may, upon advice of legal counsel, pursue all other remedies available to recover any documented damages.

Notwithstanding the above, in instances where a particular Construction and/or Renovation Project has an aggressive delivery schedule which, in EDGE's opinion, requires it to use "design-build" procedures or to retain the services of a construction manager to oversee the procurement of contractors and subcontractors, EDGE may, at its option and as an alternative to competitively bidding such Construction and/or Renovation Project, solicit written quotes/proposals from at least three (3) contractors who meet eligibility requirements established by EDGE.

Construction and/or Renovation Projects undertaken by EDGE involving an expenditure of \$25,000.00 or less shall be handled by soliciting price quotations from multiple contractors selected by EDGE (i.e., invitations to at least three firms deemed by EDGE as having the capability and qualifications to perform the work as required by EDGE). For these types of projects, EDGE will accept written proposals and price quotations from such contractors based on a written proposal provided by EDGE. EDGE shall base its award on the lowest responsible price received.

4. Other Procurement Provisions.

EDGE may make emergency purchases without following the Procurement Policies set forth above where Commodities and/or Services must be purchased immediately and a delay in order to secure alternate proposals may threaten someone's life, health, safety, property or welfare. Emergency purchases will be made at the discretion of EDGE's President with appropriate documentation as to the nature of the emergency.

41.

EXHIBIT B

Addendum

ADDENDUM

THIS ADDENDUM, entered into on this ___ day of _____, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

WHEREAS, COUNTY and CONTRACTOR have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which COUNTY is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

i. Executor or Non-Appropriation Clause.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.

Pursuant to Oneida County Board of Legislators Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.

a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110,

1. The Contractor certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. The Contractor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The Contractor's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance program; and
 4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
 1. Abide by the terms of the statement; and
 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
 - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
 - f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).
2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.
Place of Performance (street, address, city, county, state, zip code).
-
-

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. **Health Insurance Portability and Accountability Act (HIPAA).**

When applicable to the services provided pursuant to the Contract:

a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
2. The Contractor may provide data aggregation services relating to the health care operations of the County.

- c. The Contractor shall:
1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
 5. Make available protected health information in accordance with 45 CFR §164.524;
 6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
 7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
 8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
 9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. Non-Assignment Clause.

In accordance with Section 109 of the General Municipal 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 County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. Worker's Compensation Benefits.

In accordance with Section 108 of the General Municipal 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.

7. 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

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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, the 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, the 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. The 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.

8. 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 the 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, the 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 County of any County approved sums due and owing for work done upon the project.

9. Non-Collusive Bidding Certification.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

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 shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. 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 County Comptroller, the County Attorney 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 County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County 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: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable.

Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service 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. Where the payee does not have such number or numbers, the payees, 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 County is mandatory. The principle 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 liabilities and to generally identify persons affected by the taxes administered by the New York State 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 County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. 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 Addendum, the terms of this Addendum shall control.

13. Governing Law.

This Contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

14. 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 County.

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 Section 165 of the State Finance Law. Any such use must meet with approval of the County; 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 County.

15. **Compliance with New York State Information Security Breach and Notification Act.**

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. **Gratuities and Kickbacks.**

a. **Gratuities.** It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. **Kickbacks.** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. **Audit**

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a Federal financial assistance program from a Federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. **Certification of compliance with the Iran Divestment Act.**

Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

49.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

IN WITNESS WHEREOF, the parties hereto have signed this document on the day and year first above written.

County of Oneida

Contractor

By: _____

By: _____

Oneida County Executive

Name:

Approved as to Form only

Oneida County Attorney



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

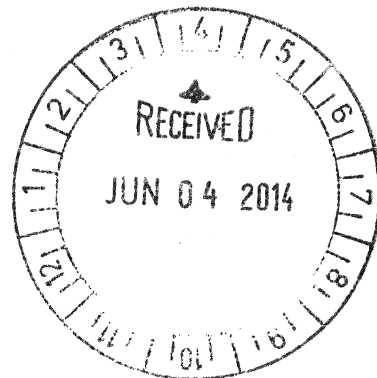
ANTHONY J. PICENTE, JR.
County Executive
ce@ocgov.net

6/4/2014

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

FN 20 14-215

WAYS & MEANS



Honorable Members:

When the agreement between the State of New York, the Oneida Nation and Oneida and Madison counties was approved, I pledged to those Towns and Villages that had Nation owned land, that Oneida County would hold them harmless regarding any tax loss as a result of the settlement. As you know Oneida County guaranteed uncollected taxes for 7 municipalities that were not covered by state legislation. In one community, the City of Sherrill, a separate tax agreement was in place directly with the Oneida Nation.

Since the revenue stream in the master agreement is based on gaming revenue, not taxes, the fairest way to share with these affected municipalities is on a per capita basis. The formula I have proposed is based on the projected main revenue of \$12.5 million annually that we will collect quarterly. Using \$12.5 million as a baseline and dividing that amount by the county population results in a per capita amount of \$53.21. The most recent census numbers will be used for each municipality's revenue. For example, in the City of Sherrill with a population of 3071, the annual payment will be \$163,408. This amount will be disbursed in quarterly payments of \$40,852. Should the revenue paid to the county increase or decrease in any quarter the payments to each municipality will reflect such change by percentage.

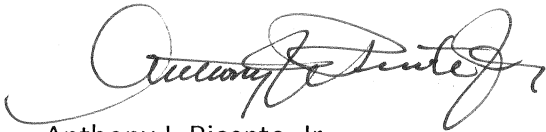
The payment will continue as long as the municipality agrees not to litigate against current and future trust applications up to the cap of 17,000 acres, against property tax exemptions as a result of these actions, and does not challenge or fund any challenge to the master settlement agreement. A violation of any of the above actions will immediately terminate the agreement and subject that municipality to repayment to the county all revenue paid with interest.

51.

Each agreement is exactly the same in its provisions with the only difference being the amount of revenue shared based on population. Currently, 5 of the 7 municipalities eligible have received agreements and 3 have passed them at their local level. I am forwarding to you agreements for the City of Sherrill, the Town of Augusta, and the Village of Vernon for approval at your meeting of June 11, 2014. The Town of Vienna and the Village of Sylvan Beach also have agreements before them, but have not executed them as of this date. The Towns of Vernon and Verona have not been offered this revenue since they both are in litigation against land in trust and have a law suit pending challenging the validation of the master agreement.

I believe this is a fair and equitable proposal for these municipalities. Furthermore, the per capita distribution addresses future impact. These agreements continue in perpetuity. I respectfully request your passage and will be available to answer any questions at your meeting.

Sincerely,



Anthony J. Picente, Jr.
Oneida County Executive

52.



CITY OF SHERRILL

377 Sherrill Rd.
Sherrill, N.Y. 13461
Telephone: (315) 363-2440
Fax: (315) 363-0031

Robert A. Comis, City Manager
Michael D. Holmes, Comptroller/City Clerk
Robert A. Mumford, Supt. Power & Light
Gary Onyan, Supt. Public Works
Christopher Dunn, Supt. Waste Water Treatment

COMMISSIONERS
William Vineall, Mayor
Jeffrey Gilbert, Deputy Mayor
Michael Hennessy
Patrick Hubbard
Jason Merrill

May 29, 2014

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

Re: Revenue Sharing agreement State County Nation Settlement Agreement

Dear Tony,

The Sherrill City Commission at its meeting on May 27, 2014 approved the revenue sharing agreement between the City of Sherrill and Oneida County. Enclosed are five signed copies, upon execution please return two for our records.

In closing, with any good faith negotiations there are sometimes difficult periods during the process, which the parties go through to attain a reasonable agreement. This process certainly had those periods. Now that we have come to an agreement let's use it as intended, to put past issues behind and move this area forward!

Sincerely,

Robert Comis
City Manager

AGREEMENT

THIS AGREEMENT, made the day of , 2014, by and between the COUNTY OF ONEIDA, a municipal corporation, having its office and principal place of business located at 800 Park Avenue, Utica, New York, hereinafter referred to as the COUNTY, and the CITY OF SHERRILL, a municipal corporation; having its office and principal place of business at 377 Sherrill Road, Sherrill, New York, hereinafter referred to as the CITY.

WHEREAS, the County on May 16, 2013, entered into an agreement with the Oneida Nation, among other parties, settling various disputes and lawsuits which have existed among the parties, hereinafter referred to as the SETTLEMENT AGREEMENT, which agreement took effect on March 4, 2014, upon its approval by the United States District Court of the Northern District of New York, and

WHEREAS, concerns have been expressed that the Settlement Agreement may adversely affect the interests of municipalities where Nation Land, as defined in the Settlement Agreement, will exist, and

WHEREAS, the parties hereto wish to make provisions which will result in the Settlement Agreement being of mutual benefit to the parties, and remove such concerns,

NOW, THEREFORE, in consideration of the mutual promises, terms and obligations hereinafter made, the parties hereto hereby agree as follows:

- 1.) Upon the effective date of this agreement, the County will pay the City the percentage of the gaming proceeds which the County receives pursuant to the Settlement Agreement, equal to the City's proportionate share of the County's population based on the most recent decennial census.
- 2.) Such payment shall be accepted by the City in lieu of any lost revenue it may experience in real estate tax, sales tax, or any other tax, or any other loss of revenue or item of expense whatsoever, resulting from the implementation of the Settlement Agreement. Nothing herein impacts revenues which may still be due to the City such as utilities and service fees. The

amount to be paid shall not be affected by any payments which the City receives or does not receive from the Oneida Nation, or by additional land purchased by the Nation, or by any land being taken into trust by the United States for the Nation's benefit.

- 3.) The gaming proceeds referred to herein consist of the 25% of Nation Payment to be shared with the County pursuant to Section III B of the Settlement Agreement and not the additional payment to be made to the County for a period of time pursuant to that section.
- 4.) The County shall make each payment to the City within 30 days of its receipt of the proceeds due to it from New York State.
- 5.) To illustrate the operation of this Agreement, assume the County receives three million one hundred twenty five thousand dollars (\$3,125,000.00) gaming proceeds in a calendar quarter (based on an estimated \$12.5 million annually). Pursuant to 2010 census figures, the City's population is 3, 071 and the County's population is 234,878. The population of the City is 1.3075% of the County's population and the County would therefore pay the City \$40,859 for that calendar quarter. (Percentages will be rounded off to four decimal places and payments will be rounded off to whole dollar amounts).
- 6.) This agreement shall remain in effect for as long as the Settlement Agreement remains in effect.
- 7.) In exchange for the County's above-stated obligations, the City agrees:
 - a.) It will not challenge nor will it directly or indirectly fund any challenge to the Secretary of the Interior's May 20, 2008 decision to accept Nation Land into trust pursuant to 25 U.S.C. § 465, to any supplemental decision on any matter remanded by a court in connection with any challenge to that decision, or to any challenge to a transfer of excess land pursuant to 40 U.S.C. § 523.
 - b.) It will not litigate, nor will it assist or fund, directly or indirectly, any further litigation of the hybrid tax grievance/declaratory judgment actions regarding state statutory property tax exemptions and other issues that were filed by the Nation.
 - c.) It will not engage in, nor shall it assist or fund, directly or indirectly, any administrative or judicial opposition or challenge to the Nation's application to transfer Nation Land, subject to the Cap limitation specified in the Settlement Agreement, into trust pursuant to 25 U.S.C §465, or to any transfer of excess federal

land within the Reservation to the Department of Interior to be held in trust pursuant to 40 U.S.C. § 523.

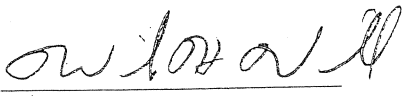
- d.) It will not judicially or administratively challenge, or in any way fund or assist others in challenging, the Settlement Agreement.
 - e.) In the event that the City takes any such actions, the County's obligations hereunder shall cease and the City shall, within 30 days of demand therefor, refund to the County all payments previously made to the City pursuant to this agreement, with statutory interest. The County shall be entitled to seek injunctive relief enjoining the City from taking or continuing such actions if such repayment is not timely made. This provision shall survive the termination or expiration of this agreement regardless of the cause of such termination or expiration.
- 8.) The County shall have no liability or obligation under this Agreement to the City or to anyone else beyond the annual funds being appropriated and available for this Agreement. However, in the event that the County receives gaming proceeds pursuant to the Settlement Agreement and neither appropriates nor pays the agreed share of such proceeds to the City within a period of 180 days, the City may provide the County with notice of such failure and if such payment is not appropriated or made within 90 days of such notice being provided, the City shall not be bound by its obligations set forth in sub-paragraphs 7a), b), c), and d) herein. Provided however, that if the appropriations referenced above are not made in accordance herewith and the City determines to commence, engage in, support, fund or participate in a proceeding, action or effort of any kind or nature related to the issues prohibited by sub-paragraphs 7a), b), c), or d), the City shall complete the refund set forth in sub-paragraph 7 e) prior to the commencement of any such proceeding.
- 9.) Notice required by or related to this Agreement will be made in writing and served by overnight FedEx, UPS, certified mail or the equivalent: if by the County, to the City Manager of the City of Sherrill, 377 Sherrill Road, Sherrill, NY 13461; and, if by the City, to the Oneida County Executive, 800 Park Avenue, Utica, NY 13501.
- 10.) This Agreement shall be effective upon the later to occur of (i) its approval by the Oneida County Legislature or (ii) its approval by the Sherrill City Commission, and payment to the City shall start to accrue on the effective date. However, in the event that the Sherrill City Commission approves this agreement by May 31, 2014, the City shall receive revenue based on the amount received by the County for the period commencing March 4, 2014.

11.) This Agreement may not be modified or amended except by a writing of equal formality signed by both parties.

County of Oneida

By: _____
Anthony J. Picente
Oneida County Executive

City of Sherrill

By: 
William Vineall
Mayor of the City of Sherrill

AGREEMENT

THIS AGREEMENT, made the 29 day of MAY, 2014, by and between the COUNTY OF ONEIDA, a municipal corporation, having its office and principal place of business located at 800 Park Avenue, Utica, New York, hereinafter referred to as the COUNTY, and the VILLAGE OF VERNON, a municipal corporation; having its office and principal place of business at 8 Ruth Street, Vernon, New York 13476, hereinafter referred to as the VILLAGE.

WHEREAS, the County on May 16, 2013, entered into an agreement with the Oneida Nation, among other parties, settling various disputes and lawsuits which have existed among the parties, hereinafter referred to as the SETTLEMENT AGREEMENT, which agreement took effect on March 4, 2014, upon its approval by the United States District Court of the Northern District of New York, and

WHEREAS, concerns have been expressed that the Settlement Agreement may adversely affect the interests of municipalities where Nation Land, as defined in the Settlement Agreement, will exist, and

WHEREAS, the parties hereto wish to make provisions which will result in the Settlement Agreement being of mutual benefit to the parties, and remove such concerns,

NOW, THEREFORE, in consideration of the mutual promises, terms and obligations hereinafter made, the parties hereto hereby agree as follows:

- 1.) Upon the effective date of this agreement, the County will pay the Village the percentage of the gaming proceeds which the County receives pursuant to the Settlement Agreement, equal to the Village's proportionate share of the County's population based on the most recent decennial census.

- 2.) Such payment shall be accepted by the Village in lieu of any lost revenue it may experience in real estate tax, sales tax, or any other tax, or any other loss of revenue or item of expense whatsoever, resulting from the implementation of the Settlement Agreement. Nothing herein impacts revenues which may still be due to the Village such as utilities and service fees. The amount to be paid shall not be affected by any payments which the Village receives or does not receive from the Oneida Nation, or by additional land purchased by the Nation, or by any land being taken into trust by the United States for the Nation's benefit.
- 3.) The gaming proceeds referred to herein consist of the 25% of Nation Payment to be shared with the County pursuant to Section III B of the Settlement Agreement and not the additional payment to be made to the County for a period of time pursuant to that section.
- 4.) The County shall make each payment to the Village within 30 days of its receipt of the proceeds due to it from New York State.
- 5.) To illustrate the operation of this Agreement, assume the County receives three million one hundred twenty five thousand dollars (\$3,125,000.00) gaming proceeds in a calendar quarter (based on an estimated \$12.5 million annually). Pursuant to 2010 census figures, the Village's population is 1,172 and the County's population is 234,878. The population of the Village is .4990% of the County's population and the County would therefore pay the Village \$15,594 for that calendar quarter. (Percentages will be rounded off to four decimal places and payments will be rounded off to whole dollar amounts).
- 6.) This agreement shall remain in effect for as long as the Settlement Agreement remains in effect.

- 7.) In exchange for the County's above-stated obligations, the Village agrees:
- a.) It will not challenge nor will it directly or indirectly fund any challenge to the Secretary of the Interior's May 20, 2008 decision to accept Nation Land into trust pursuant to 25 U.S.C. § 465, to any supplemental decision on any matter remanded by a court in connection with any challenge to that decision, or to any challenge to a transfer of excess land pursuant to 40 U.S.C. § 523.
 - b.) It will not litigate, nor will it assist or fund, directly or indirectly, any further litigation of the hybrid tax grievance/declaratory judgment actions regarding state statutory property tax exemptions and other issues that were filed by the Nation.
 - c.) It will not engage in, nor shall it assist or fund, directly or indirectly, any administrative or judicial opposition or challenge to the Nation's application to transfer Nation Land, subject to the Cap limitation specified in the Settlement Agreement, into trust pursuant to 25 U.S.C §465, or to any transfer of excess federal land within the Reservation to the Department of Interior to be held in trust pursuant to 40 U.S.C. § 523.
 - d.) It will not judicially or administratively challenge, or in any way fund or assist others in challenging, the Settlement Agreement.
 - e.) In the event that the Village takes any such actions, the County's obligations hereunder shall cease and the Village shall, within 30 days of demand therefor, refund to the County all payments previously made to the Village pursuant to this agreement, with statutory interest. The County shall be entitled to seek injunctive relief enjoining the Village from taking or continuing such actions if such repayment is not timely made. This provision shall survive the termination or expiration of this agreement regardless of the cause of such termination or expiration.

- 8.) The County shall have no liability or obligation under this Agreement to the Village or to anyone else beyond the annual funds being appropriated and available for this Agreement. However, in the event that the County receives gaming proceeds pursuant to the Settlement Agreement and neither appropriates nor pays the agreed share of such proceeds to the Village within a period of 180 days, the Village may provide the County with notice of such failure and if such payment is not appropriated or made within 90 days of such notice being provided, the Village shall not be bound by its obligations set forth in sub-paragraphs 7a), b), c), and d) herein. Provided however, that if the appropriations referenced above are not made in accordance herewith and the Village determines to commence, engage in, support, fund or participate in a proceeding, action or effort of any kind or nature related to the issues prohibited by sub-paragraphs 7a), b), c), or d), the Village shall complete the refund set forth in sub-paragraph 7 e) prior to the commencement of any such proceeding.
- 9.) Notice required by or related to this Agreement will be made in writing and served by overnight FedEx, UPS, certified mail or the equivalent: if by the County, to the Village of Vernon, 8 Ruth Street, Vernon, New York 13476; and, if by the Village, to the Oneida County Executive, 800 Park Avenue, Utica, NY 13501.
- 10.) This Agreement shall be effective upon the later to occur of (i) its approval by the Oneida County Legislature or (ii) its approval by the Vernon Village Board of Trustees, and payment to the Village shall start to accrue on the effective date. However, in the event that the Vernon Village Board of Trustees approves this agreement by May 31, 2014, the Village shall receive revenue based on the amount received by the County for the period commencing March 4, 2014.
- 11.) This Agreement may not be modified or amended except by a writing of equal formality signed by both parties.

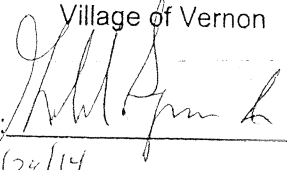
County of Oneida

By: _____

Oneida County

Executive

Village of Vernon

By: 

5/29/14

Mayor of the Village of

Vernon

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TOWN OF AUGUSTA

2319 North Rd.
Oriskany Falls, NY 13425
315 843 4811
smccollins@juno.com

June 5, 2014

To: Anthony Picente Jr.
Oneida County Executive

Re: Town of Augusta

Dear Mr. Picente,

Enclosed please find two copies of the agreement between Oneida County and The Town of Augusta concerning the gaming proceeds, both have been signed by me.

If the County Legislature approves this agreement please sign both agreements and return one to me in the enclosed self addressed envelope.

Thank you for your time, if you have any questions please feel free to contact me.

Respectfully Yours,



Suzanne M. Collins
Town Supervisor

CC: Town Board
Town Clerk
w/o: enclosures

AGREEMENT

THIS AGREEMENT, made the day of , 2014, by and between the COUNTY OF ONEIDA, a municipal corporation, having its office and principal place of business located at 800 Park Avenue, Utica, New York, hereinafter referred to as the COUNTY, and the TOWN OF AUGUSTA, a municipal corporation; having its office and principal place of business at 185 North Main Street Oriskany Falls, New York 13425, hereinafter referred to as the TOWN.

WHEREAS, the County on May 16, 2013, entered into an agreement with the Oneida Nation, among other parties, settling various disputes and lawsuits which have existed among the parties, hereinafter referred to as the SETTLEMENT AGREEMENT, which agreement took effect on March 4, 2014, upon its approval by the United States District Court of the Northern District of New York, and

WHEREAS, concerns have been expressed that the Settlement Agreement may adversely affect the interests of municipalities where Nation Land, as defined in the Settlement Agreement, will exist, and

WHEREAS, the parties hereto wish to make provisions which will result in the Settlement Agreement being of mutual benefit to the parties, and remove such concerns,

NOW, THEREFORE, in consideration of the mutual promises, terms and obligations hereinafter made, the parties hereto hereby agree as follows:

- 1.) Upon the effective date of this agreement, the County will pay the Town the percentage of the gaming proceeds which the County receives pursuant to the Settlement Agreement, equal to the Town's proportionate share of the County's population based on the most recent decennial census.

- 2.) Such payment shall be accepted by the Town in lieu of any lost revenue it may experience in real estate tax, sales tax, or any other tax, or any other loss of revenue or item of expense whatsoever, resulting from the implementation of the Settlement Agreement. Nothing herein impacts revenues which may still be due to the Town such as utilities and service fees. The amount to be paid shall not be affected by any payments which the Town receives or does

not receive from the Oneida Nation, or by additional land purchased by the Nation, or by any land being taken into trust by the United States for the Nation's benefit.

- 3.) The gaming proceeds referred to herein consist of the 25% of Nation Payment to be shared with the County pursuant to Section III B of the Settlement Agreement and not the additional payment to be made to the County for a period of time pursuant to that section.
- 4.) The County shall make each payment to the Town within 30 days of its receipt of the proceeds due to it from New York State.
- 5.) To illustrate the operation of this Agreement, assume the County receives three million one hundred twenty five thousand dollars (\$3,125,000.00) gaming proceeds in a calendar quarter (based on an estimated \$12.5 million annually). Pursuant to 2010 census figures, the Town's population is 2,020 and the County's population is 234,878. The population of the Town is .8600% of the County's population and the County would therefore pay the Town \$26,875 for that calendar quarter. (Percentages will be rounded off to four decimal places and payments will be rounded off to whole dollar amounts).
- 6.) This agreement shall remain in effect for as long as the Settlement Agreement remains in effect.
- 7.) In exchange for the County's above-stated obligations, the Town agrees:
 - a.) It will not challenge nor will it directly or indirectly fund any challenge to the Secretary of the Interior's May 20, 2008 decision to accept Nation Land into trust pursuant to 25 U.S.C. § 465, to any supplemental decision on any matter remanded by a court in connection with any challenge to that decision, or to any challenge to a transfer of excess land pursuant to 40 U.S.C. § 523.
 - b.) It will not litigate, nor will it assist or fund, directly or indirectly, any further litigation of the hybrid tax grievance/declaratory judgment actions regarding state statutory property tax exemptions and other issues that were filed by the Nation.
 - c.) It will not engage in, nor shall it assist or fund, directly or indirectly, any administrative or judicial opposition or challenge to the Nation's application to transfer Nation Land, subject to the Cap limitation specified in the Settlement Agreement, into trust pursuant to 25 U.S.C §465, or to any transfer of excess federal

65.

land within the Reservation to the Department of Interior to be held in trust pursuant to 40 U.S.C. § 523.

- d.) It will not judicially or administratively challenge, or in any way fund or assist others in challenging, the Settlement Agreement.
 - e.) In the event that the Town takes any such actions, the County's obligations hereunder shall cease and the Town shall, within 30 days of demand therefor, refund to the County all payments previously made to the Town pursuant to this agreement, with statutory interest. The County shall be entitled to seek injunctive relief enjoining the Town from taking or continuing such actions if such repayment is not timely made. This provision shall survive the termination or expiration of this agreement regardless of the cause of such termination or expiration.
- 8.) The County shall have no liability or obligation under this Agreement to the Town or to anyone else beyond the annual funds being appropriated and available for this Agreement. However, in the event that the County receives gaming proceeds pursuant to the Settlement Agreement and neither appropriates nor pays the agreed share of such proceeds to the Town within a period of 180 days, the Town may provide the County with notice of such failure and if such payment is not appropriated or made within 90 days of such notice being provided, the Town shall not be bound by its obligations set forth in sub-paragraphs 7a), b), c), and d) herein. Provided however, that if the appropriations referenced above are not made in accordance herewith and the Town determines to commence, engage in, support, fund or participate in a proceeding, action or effort of any kind or nature related to the issues prohibited by sub-paragraphs 7a), b), c), or d), the Town shall complete the refund set forth in sub-paragraph 7 e) prior to the commencement of any such proceeding.
- 9.) Notice required by or related to this Agreement will be made in writing and served by overnight FedEx, UPS, certified mail or the equivalent: if by the County, to the Town of Augusta, 185 North Main Street, Oriskany Falls, New York 13425; and, if by the Town, to the Oneida County Executive, 800 Park Avenue, Utica, NY 13501.
- 10.) This Agreement shall be effective upon the later to occur of (i) its approval by the Oneida County Legislature or (ii) its approval by the Augusta Town Council, and payment to the Town shall start to accrue on the effective date. However, in the event that the Augusta

Town Council approves this agreement by May 31, 2014, the Town shall receive revenue based on the amount received by the County for the period commencing March 4, 2014.

11.) This Agreement may not be modified or amended except by a writing of equal formality signed by both parties.

County of Oneida

By: _____

Oneida County Executive

Town of Augusta

By: Suzanne M Collins

Supervisor of the Town of Augusta

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO:

INTRODUCED BY: ALL MEMBERS

2ND BY:

FN 20 14 - 216

WAYS & MEANS

RE: PROCLAIMING JUNE, 2014 "DAIRY MONTH" IN ONEIDA COUNTY

WHEREAS, Oneida County is one of the leaders in the production of dairy products in New York State, with over 200 dairy farms, having an economic impact in the millions of dollars in regional sales; and

WHEREAS, According to the latest statistics, across the County, milk sales totaled over \$62,270,000 and provided employment for thousands of people, proving that dairy farming is indeed "big business" in Oneida County; and,

WHEREAS, The Dairy Industry continues to persevere in the marketing of wholesome dairy products such as butter, cream and cheese. Not only is dairy a healthy product, it is produced here in Oneida County 365 days a year; and,

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

WHEREAS, Today, this Board congratulates the newly crowned Oneida County Dairy Princess for 2014, Miss Kristen Gallagher and thank her for her duties and her tireless efforts traveling around the County in the promotion of dairy products; now, therefore, be it

RESOLVED, That the MONTH OF JUNE, 2014, HAS BEEN DECLARED "DAIRY MONTH" in Oneida County; and be it further

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

Dated: June 11, 2014

Adopted by the following vote:
AYES NAYS ABSENT