

ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
(315) 798-5900

Susan L. Crabtree
Clerk
(315) 798-5901

James M. D'Onofrio
Majority Leader

Michael J. Hennessy
Minority Leader

COMMUNICATIONS FOR DISTRIBUTION MAY 14, 2008 (Correspondence relating to upcoming legislation, appointments, petitions, etc)

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ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

NICHOLAS A. DEROSA
DIRECTOR OF HEALTH

ADMINISTRATION

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



Public Health
Prevent. Promote. Protect.

May 5, 2008

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

RE: JN2008-238

Reference: Resolution 2008-238

Dear Ms. Crabtree:

The above reference resolution pertains to a contract between Oneida County through its Health Department and the New York State Department of Health – Bureau of Water Supply Protection for the Environmental Health Program. The initial grant notification was for \$161,000 (see attached) which was forwarded to the County Executive and subsequently submitted to the Board of legislators.

We were notified on May 2, 2008 that this award was subjected to a 2% reduction in the recently enacted State Budget, thus decreasing it to \$157,780 (see attached).

We are requesting that *Resolution 2008-238* be amended to reflect the new award amount of \$157,780.

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

Sincerely,

Nicholas A. De Rosa
Director of Public Health

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 MAY 5 PM 2:30

CLH Water Enhancement Funding Matrix - Water Supply Protection Acct.

CMS Program ID - Waterenh
 CMS Program Year - 08
 Cost Center - 12/320028/LA/08/63904
 Agreement Period: April 1, 2008 - March 31, 2009
 Note: Funding Pending Budget Approval

Approved /Date -

Local Health Unit	Contract Number	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	SFY 08-09 Amount	
1	ALBANY	C-023475	\$28,000	\$28,000	\$28,000	\$28,000	\$112,000
2	ALLEGANY	C-023476	\$27,500	\$27,500	\$27,500	\$27,500	\$110,000
3	BROOME	C-023477	\$40,500	\$40,500	\$40,500	\$40,500	\$162,000
4	CATTARAUGUS	C-023478	\$36,250	\$36,250	\$36,250	\$36,250	\$145,000
5	CAYUGA	C-023479	\$28,250	\$28,250	\$28,250	\$28,250	\$113,000
6	CHAUTAUQUA	C-023480	\$43,500	\$43,500	\$43,500	\$43,500	\$174,000
7	CHEMUNG	C-023481	\$27,000	\$27,000	\$27,000	\$27,000	\$108,000
8	CHENANGO	C-023482	\$28,000	\$28,000	\$28,000	\$28,000	\$112,000
9	CLINTON	C-023483	\$37,250	\$37,250	\$37,250	\$37,250	\$149,000
10	COLUMBIA	C-023484	\$36,250	\$36,250	\$36,250	\$36,250	\$145,000
11	CORTLAND	C-023485	\$23,750	\$23,750	\$23,750	\$23,750	\$95,000
12	DUTCHESS	C-023486	\$93,500	\$93,500	\$93,500	\$93,500	\$374,000
13	ERIE	C-023487	\$62,500	\$62,500	\$62,500	\$62,500	\$250,000
14	GENESEE	C-023488	\$26,250	\$26,250	\$26,250	\$26,250	\$105,000
15	LIVINGSTON	C-023489	\$24,250	\$24,250	\$24,250	\$24,250	\$97,000
16	MADISON	C-023490	\$28,500	\$28,500	\$28,500	\$28,500	\$114,000
17	MONROE	C-023491	\$45,500	\$45,500	\$45,500	\$45,500	\$182,000
18	NASSAU	C-023492	\$44,500	\$44,500	\$44,500	\$44,500	\$178,000
19	NEW YORK CITY	C-023493	\$100,250	\$100,250	\$100,250	\$100,250	\$401,000
20	NIAGARA	C-023494	\$22,000	\$22,000	\$22,000	\$22,000	\$88,000
21	ONEIDA	C-023495	\$40,250	\$40,250	\$40,250	\$40,250	\$161,000
22	ONONDAGA	C-023496	\$33,000	\$33,000	\$33,000	\$33,000	\$132,000
23	ORANGE	C-023497	\$69,750	\$69,750	\$69,750	\$69,750	\$279,000
24	ORLEANS	C-023498	\$25,250	\$25,250	\$25,250	\$25,250	\$101,000
25	OSWEGO	C-023499	\$44,750	\$44,750	\$44,750	\$44,750	\$179,000
26	PUTNAM	C-023500	\$54,500	\$54,500	\$54,500	\$54,500	\$218,000
27	RENSELAER	C-023501	\$41,000	\$41,000	\$41,000	\$41,000	\$164,000
28	ROCKLAND	C-023502	\$28,750	\$28,750	\$28,750	\$28,750	\$115,000
29	SCHENECTADY	C-023503	\$21,250	\$21,250	\$21,250	\$21,250	\$85,000
30	SCHOHARIE	C-023504	\$23,500	\$23,500	\$23,500	\$23,500	\$94,000
31	SENECA	C-023505	\$23,000	\$23,000	\$23,000	\$23,000	\$92,000
32	SUFFOLK	C-023506	\$69,500	\$69,500	\$69,500	\$69,500	\$278,000
33	TIOGA	C-023507	\$29,500	\$29,500	\$29,500	\$29,500	\$118,000
34	TOMPKINS	C-023508	\$41,250	\$41,250	\$41,250	\$41,250	\$165,000
35	ULSTER	C-023509	\$69,000	\$69,000	\$69,000	\$69,000	\$276,000
36	WESTCHESTER	C-023510	\$58,250	\$58,250	\$58,250	\$58,250	\$233,000
37	WYOMING	C-023511	\$24,000	\$24,000	\$24,000	\$24,000	\$96,000
Total			\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$6,000,000

Disbursement allocation is based on \$60,000 minimum + (C + NTNC)(.56) + NC(.14) + Pop(.20) + Community Sources(.10)

Engle, Tom

From: Gilmore, Daniel
Sent: Friday, May 02, 2008 12:26 PM
To: Clive, Sean
Cc: Engle, Tom
Subject: fyi: 2008-9 Drinking Water Enhancement Grant- Revised Allocation

Attachments: ceh water enh funding matrix 08.xls



ceh water enh
funding matrix 0...

-----Original Message-----

From: Debra L Bennett [mailto:dlb20@health.state.ny.us]
Sent: Friday, May 02, 2008 12:07 PM
To: CEH-City/County Commissioners/Public Health Directors
Cc: Nancy K. Kim; Richard A. Bills; Claudine Jones Rafferty; CEH-Regional Environmental Health Directors; CEH-City; Vic E. Pisani; John M. Dunn; Charles J. Amento; Anthony Mamone; CEH-Field Coordinators; Edward M. Cahill; jab@nysacho.org
Subject: 2008-9 Drinking Water Enhancement Grant- Revised Allocation

Forwarded from Richard W. Svenson, P.E., Director, Division of Environmental Health Protection:

In my March 7, 2008 letter to you regarding the 2008 - 2009 Drinking Water Enhancement (DWE) program, I stated that the Governor's budget proposal included an appropriation of \$6 Million for the DWE program. Subsequent to that transmittal, non-entitlement Aid to Localities programs, which includes the DWE program, have been subjected to a 2% reduction in the recently enacted State Budget.

Attached is a revised DWE program funding matrix that reflects the 2% reduction for each Local Health Unit. Please use these revised figures to prepare your 2008 - 2009 DWE program budget for submittal with your contract documentation, obtain the required signatures and follow the procedures outlined in the guidance document that was provided on March 7, 2008. When we receive your DWE contract, after it has been reviewed by your Field Coordinator and Regional Director of Environmental Health, we will revise the budget figure on your contract.

If you have any questions or would like further clarification, please call Charles Amento at 518-402-7650.

(See attached file: ceh water enh funding matrix 08.xls)

CEH Water Enhancement Funding Matrix - Water Supply Protection Acct.

CMS Program ID - Waterenh
 CMS Program Year - 08
 Cost Center - 12/320028/LA/08/63904
 Agreement Period: April 1, 2008 - March 31, 2009

Approved /Date -

Local Health Unit		Contract Number	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	SFY 08-09 Amount
1	ALBANY	C-023475	\$27,440	\$27,440	\$27,440	\$27,440	\$109,760
2	ALLEGANY	C-023476	\$26,950	\$26,950	\$26,950	\$26,950	\$107,800
3	BROOME	C-023477	\$39,690	\$39,690	\$39,690	\$39,690	\$158,760
4	CATTARAUGUS	C-023478	\$35,525	\$35,525	\$35,525	\$35,525	\$142,100
5	CAYUGA	C-023479	\$27,685	\$27,685	\$27,685	\$27,685	\$110,740
6	CHAUTAUQUA	C-023480	\$42,630	\$42,630	\$42,630	\$42,630	\$170,520
7	CHEMUNG	C-023481	\$26,460	\$26,460	\$26,460	\$26,460	\$105,840
8	CHENANGO	C-023482	\$27,440	\$27,440	\$27,440	\$27,440	\$109,760
9	CLINTON	C-023483	\$36,505	\$36,505	\$36,505	\$36,505	\$146,020
10	COLUMBIA	C-023484	\$35,525	\$35,525	\$35,525	\$35,525	\$142,100
11	CORTLAND	C-023485	\$23,275	\$23,275	\$23,275	\$23,275	\$93,100
12	DUTCHESS	C-023486	\$91,630	\$91,630	\$91,630	\$91,630	\$366,520
13	ERIE	C-023487	\$61,250	\$61,250	\$61,250	\$61,250	\$245,000
14	GENESEE	C-023488	\$25,725	\$25,725	\$25,725	\$25,725	\$102,900
15	LIVINGSTON	C-023489	\$23,765	\$23,765	\$23,765	\$23,765	\$95,060
16	MADISON	C-023490	\$27,930	\$27,930	\$27,930	\$27,930	\$111,720
17	MONROE	C-023491	\$44,590	\$44,590	\$44,590	\$44,590	\$178,360
18	NASSAU	C-023492	\$43,610	\$43,610	\$43,610	\$43,610	\$174,440
19	NEW YORK CITY	C-023493	\$98,245	\$98,245	\$98,245	\$98,245	\$392,980
20	NIAGARA	C-023494	\$21,560	\$21,560	\$21,560	\$21,560	\$86,240
21	ONEIDA	C-023495	\$39,445	\$39,445	\$39,445	\$39,445	\$157,780
22	ONONDAGA	C-023496	\$32,340	\$32,340	\$32,340	\$32,340	\$129,360
23	ORANGE	C-023497	\$68,355	\$68,355	\$68,355	\$68,355	\$273,420
24	ORLEANS	C-023498	\$24,745	\$24,745	\$24,745	\$24,745	\$98,980
25	OSWEGO	C-023499	\$43,855	\$43,855	\$43,855	\$43,855	\$175,420
26	PUTNAM	C-023500	\$53,410	\$53,410	\$53,410	\$53,410	\$213,640
27	RENSSELAER	C-023501	\$40,180	\$40,180	\$40,180	\$40,180	\$160,720
28	ROCKLAND	C-023502	\$28,175	\$28,175	\$28,175	\$28,175	\$112,700
29	SCHENECTADY	C-023503	\$20,825	\$20,825	\$20,825	\$20,825	\$83,300
30	SCHOHARIE	C-023504	\$23,030	\$23,030	\$23,030	\$23,030	\$92,120
31	SENECA	C-023505	\$22,540	\$22,540	\$22,540	\$22,540	\$90,160
32	SUFFOLK	C-023506	\$68,110	\$68,110	\$68,110	\$68,110	\$272,440
33	TIOGA	C-023507	\$28,910	\$28,910	\$28,910	\$28,910	\$115,640
34	TOMPKINS	C-023508	\$40,425	\$40,425	\$40,425	\$40,425	\$161,700
35	ULSTER	C-023509	\$67,620	\$67,620	\$67,620	\$67,620	\$270,480
36	WESTCHESTER	C-023510	\$57,085	\$57,085	\$57,085	\$57,085	\$228,340
37	WYOMING	C-023511	\$23,520	\$23,520	\$23,520	\$23,520	\$94,080
Total			\$1,470,000	\$1,470,000	\$1,470,000	\$1,470,000	\$5,880,000

Disbursement allocation is based on \$60,000 minimum + (C + NTNC)(.56) + NC(.14) + Pop(.20) + Community Sources(.10)

7N 2008-273



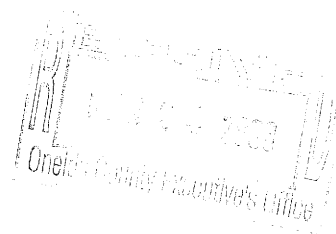
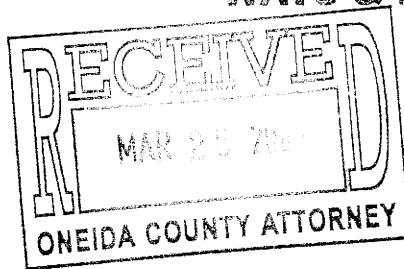
Mohawk Valley Community College

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

EDUCATION, YOUTH & AGRICULTURE Office of the President
315-792-5333

315-792-5678
fax 315-792-5678

WAYS & MEANS



March 21, 2008

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

Dear Mr. Picente

The College is seeking permission from the County to grant a standardization resolution for the acquisition of telephonic equipment by the College. We have reviewed this request with the County Purchasing Department and have their support as well.

On May 1, 2007 the College awarded a bid for the replacement and upgrade of the College's 20-year-old analogue telephone communication system utilizing digital Voice over Internet Protocol (VoIP) technology. Moving to the new technology had several advantages and cost savings to the College, as under VoIP we maintain a single network for the transmission of both voice and data. The new system can be managed and maintained by existing staff, eliminating the need for outside service calls to handle maintenance and routine telephone need such as additions, moves and changes.

As not all telephonic equipment is compatible with the newly installed system a standardization resolution is being requested to ensure that any replacements and/or expansion of the system will function correctly. Reliability of the system is a major concern to the College. In light of the recent events that have occurred on college campuses across the country it is incumbent upon colleges to develop multiple modes of contacting students and staff to ensure their safety in the event of an emergency. The newly installed system will enable us to communicate directly with all classrooms and laboratories throughout both campuses in the event of an emergency.

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

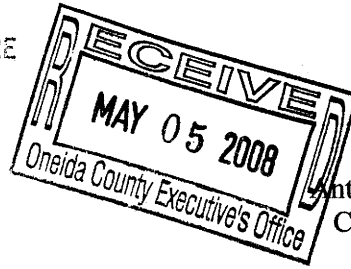
Date 3/15/08

cc: Gerald Fiorini, Chairman, Oneida County Board of Legislators
Ed Welsh, Chairman, Education, Youth, and Agriculture Committee
Mello Testa, Director of Purchasing

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 MAY -5 PM 3:53
6.

Working
.....**Solutions**
Herkimer-Madison-Oneida
David L. Mathis
Director

RECEIVED
ONIEDA COUNTY LEGISLATURE
2008 MAY -5 PM 3:53



Anthony J. Picente, Jr.
County Executive

May 1, 2008

7N2008-274

EDUCATION, YOUTH & AGRICULTURE
WAYS & MEANS

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

Dear County Executive Picente,

Oneida County Workforce Development has been asked by the Oneida County Youth Bureau to assist in administering the state funded (New York State Office of Children and Family Services (OCFS) Partnership for Youth Program. The budget for this program is up to \$154,000.00. The program's goals include providing eligible youth with work based learning, basic education training, life skills, work subsidies, support services and job placement. This funding will be used to cover allowable costs incurred through December 31, 2008.

In order for this funding to be utilized and to accept this unanticipated revenue, we request Board of Legislators approval of the following **2008 supplemental appropriation**:

TO:

AAJ6300.424.124	Supportive Services/Training	\$ 66,650.00
AAJ6300.495.124	Contract Services	\$ 87,350.00
		<u>\$154,000.00</u>

This 2008 supplemental appropriation will be fully supported by unanticipated revenue in:

RA#J1910-1910/8	Youth Bureau-Partnership for Youth	\$154,000.00
-----------------	------------------------------------	--------------

Thank you for your support in this important endeavor.

Respectfully submitted,

David Mathis, Director
Oneida County Workforce Development

cc: Budget Director
Comptroller
J. Gotte
M. Rieth

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

Anthony J. Picente, Jr.
County Executive

Date 5/5/08

71



ANTONY J. PICENTE, JR.
County Executive

ROBERT J. ROTH
Director

ONEIDA COUNTY YOUTH BUREAU
County Office Building • 800 Park Avenue • Utica, New York 13501
Phone: (315) 798-5027 • Fax: (315) 798-6438

FN 2008-275

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 MAY -5 PM 3:53

April 18, 2008

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

EDUCATION, YOUTH & AGRICULTURE
WAYS & MEANS

Dear Mr. Picente:

Re: Partnership for Youth Grant Award

Attached for your review and approval is an intermunicipal service agreement between the Oneida County Youth Bureau and the Herkimer County Youth Bureau per Board Resolutions and Local Law # 3 of 1991, amending Article VIII, Section 802 of the Administration Code.

This agreement totaling \$40,000.00 provides funding to the Herkimer County Youth Bureau for coordination of youth education and training programs throughout Madison County. They will be coordinating new mentoring, education and training services through their individual Workforce Development offices. During the 12 month period of the grants' active period, a total of 10 youth are expected to be provided with the training and skill-building necessary to give them the tools they need to be productive and self-sufficient.

The term of this agreement is December 1, 2007 through November 30, 2008 and the funds are being provided by the NYS Office of Children & Family Services. The delay in forwarding this document for approval was due to a delay at the state level in providing us with the contract documents. ***There are no county match funds required for the operation of this grant.***

I am respectfully requesting your approval of this agreement between the Oneida County and Herkimer County Youth Bureaus. In addition, because the contract was delayed in arriving from the state, I am respectfully requesting that this be forwarded to the Board of Legislators to be reviewed at their earliest convenience.

Very truly yours,

Robert J. Roth
Director

Attachments

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

Anthony J. Picente, Jr.
County Executive

Date 6/5/08

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name of Proposing Organization: Herkimer County Youth Bureau
Title of Activity or Service: Partnership for Youth
Proposed Dates of Operation: December 1, 2007 to November 30, 2008
Client Population/Number to be Served: 10 Youth, ages 19 - 21

Summary Statements

1) Narrative Description of Proposed Services

Based on each youth's service plan, youths will be provided with services from a "laundry list" of wrap-around services that can be utilized by the youth in the program. Additionally, Herkimer County will be using some of the funding for youth stipends as they reach "milestones" in completing their eligibility requirements and paperwork. Finally, to assist young people in making the transition to work, Herkimer County will include a work experience component for youth who are not working by the time the summer arrives.

2) Program/Service Objectives and Outcomes:

The following objectives are specific to Herkimer County Youth Bureau's plan for this grant:

1. **Obtain Job Readiness Skills:**
 - 7 of 10 program participants who are now either unemployed or under employed will participate in a job club or intensive one-on-one job readiness skills training.
 - 7 program participants who now have appropriate job readiness skills will obtain employment or increase earnings.
2. **Obtain Employment and/or Increase Employment:**
 - 7 of 10 program participants who now either unemployed or under employed will obtain employment or improve their current employment.
 - Of the 7 program participants who now are employed or making higher wages, 4 participants will retain employment for a minimum of 6 months.
3. **Obtain Occupational Skills Training:**
 - 5 of 10 program participants who now have little to no real occupational skills will attend a training program (i.e. On-the-Job, Classroom, Customized, or Work Experience) in a demand occupation.
 - 5 program participants) who now have received training in a demand occupation will obtain employment.
4. **Obtain Necessary Wraparound Support Services to Achieve Employment and/or Training Goals:**
 - All program participants who now lack needed wraparound support services to be able to successfully completed training or obtain and retain employment will be provided with the needed wraparound support services. 9,

3) Program Design and Staffing

Funding will be used to support a part-time additional staff person to be added to the Project Reconnect Program with Herkimer BOCES, which is currently being funded by ETA.

Total Funding Requested: \$40,000.00

Account # 7310.49596

Oneida County Dept. Funding Recommendation: \$40,000.00

Proposed Funding Sources (Federal \$/ State \$/County \$): This program is fully supported by funds from a New York State Office of Children and Family Services grant.

Cost Per Client Served: \$ 4,000 per youth

Past Performance Data: This is a new grant recently awarded to the Oneida County Youth Bureau.

ANTONY J. PICENTE, JR.
County Executive



ROBERT J. ROTH
Director

ONEIDA COUNTY YOUTH BUREAU
County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501
Phone: (315) 798-5027 ♦ Fax: (315) 798-6438

7N2008-276

April 18, 2008

EDUCATION, YOUTH & AGRICULTURE

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

WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 MAY -5 PM 3:54

Dear Mr. Picente:

Re: Partnership for Youth Grant Award

Attached for your review and approval is an intermunicipal service agreement between the Oneida County Youth Bureau and the Madison County Youth Bureau per Board Resolutions and Local Law # 3 of 1991, amending Article VIII, Section 802 of the Administration Code.

This agreement totaling \$40,000.00 provides funding to the Madison County Youth Bureau for coordination of youth education and training programs throughout Madison County. They will be coordinating new mentoring, education and training services through their individual Workforce Development offices. During the 12 month period of the grants' active period, a total of 10 youth are expected to be provided with the training and skill-building necessary to give them the tools they need to be productive and self-sufficient.

The term of this agreement is December 1, 2007 through November 30, 2008 and the funds are being provided by the NYS Office of Children & Family Services. The delay in forwarding this document for approval was due to a delay at the state level in providing us with the contract documents. ***There are no county match funds required for the operation of this grant.***

I am respectfully requesting your approval of this agreement between the Oneida County and Madison County Youth Bureaus. In addition, because the contract was delayed in arriving from the state, I am respectfully requesting that this be forwarded to the Board of Legislators to be reviewed at their earliest convenience.

Very truly yours,

Robert J. Roth
Director

Attachments

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

Anthony J. Picente, Jr.
County Executive

Date 5/5/08

11

ONEIDA COUNTY BOARD
OF LEGISLATORS

Name of Proposing Organization: Madison County Youth Bureau
Title of Activity or Service: Partnership for Youth
Proposed Dates of Operation: December 1, 2007 to November 30, 2008
Client Population/Number to be Served: 10 Youth, ages 19 - 21

Summary Statements

1) Narrative Description of Proposed Services

Madison County Employment and Training will oversee program delivery with the goals of having youth: participate in a job club or intensive one-on-one job readiness skills training; improve employment or find employment; attend a training program (i.e. On-the-Job, Classroom, Customized, or Work Experience) in a demand occupation; secure a driving license (if needed); receive wraparound support services to be able to successfully completed training or obtain and retain employment.

2) Program/Service Objectives and Outcomes:

The following objectives are specific to Madison County Youth Bureau's plan for this grant:

1. Obtain Job Readiness Skills:
 - 7 of 10 program participants who are now either unemployed or under employed will participate in a job club or intensive one-on-one job readiness skills training.
 - 7 program participants who now have appropriate job readiness skills will obtain employment or increase earnings.
2. Obtain Employment and/or Increase Employment:
 - 7 of 10 program participants who now either unemployed or under employed will obtain employment or improve their current employment.
 - Of the 7 program participants who now are employed or making higher wages, 4 participants will retain employment for a minimum of 6 months.
3. Obtain Occupational Skills Training:
 - 5 of 10 program participants who now have little to no real occupational skills will attend a training program (i.e. On-the-Job, Classroom, Customized, or Work Experience) in a demand occupation.
 - 5 program participants) who now have received training in a demand occupation will obtain employment.
4. Obtain Drivers License:
 - 2 of 3 program participants who now do not have a drivers' license will pass their road test.
 - 2 program participants who now have a valid drivers' license will obtain employment.

5. Obtain Necessary Wraparound Support Services to Achieve Employment and/or Training Goals:

- All program participants who now lack needed wraparound support services to be able to successfully completed training or obtain and retain employment will be provided with the needed wraparound support services.

3) Program Design and Staffing

Funding will be used to support a part-time Sr. Workforce Development Counselor and Office Assistant. In addition, additional staff support will come through a contract with the WIB Youth Program Case Manager.

Total Funding Requested: \$40,000.00

Account # 7310.49596

Oneida County Dept. Funding Recommendation: \$40,000.00

Proposed Funding Sources (Federal \$/ State \$/County \$): This program is fully supported by funds from a New York State Office of Children and Family Services grant.

Cost Per Client Served: \$ 4,000 per youth

Past Performance Data: This is a new grant recently awarded to the Oneida County Youth Bureau.

ANTHONY J. PICENTE, JR.
County Executive



ROBERT J. ROTH
Director

ONEIDA COUNTY YOUTH BUREAU
County Office Building ♦800 Park Avenue ♦Utica, New York 13501
Phone: (315) 798-5027 ♦Fax: (315) 798-6438

7N 2008-277

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 MAY -5 PM 3:54

April 29, 2008

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

EDUCATION, YOUTH & AGRICULTURE
WAYS & MEANS

Re: Resource Allocation Plan for FY2008

Dear Mr. Picente:

The Oneida County Youth Bureau is pleased to submit the attached Resource Allocation Plan for the year 2008 for review and approval by the Board of Legislators.

This Resource Allocation Plan apportions important youth services funding from the New York State Office of Children and Family Services to the agencies contracting with the Oneida County Youth Bureau. The FY2008 plan allocates state funding of \$636,581 to 22 different agencies and 34 municipalities in Oneida County. These allocations have been reviewed and approved by the department staff and the members of the Advisory Board of the Youth Bureau and the agencies were found to be well-qualified to deliver the services they proposed.

On behalf of the Youth Bureau, I am respectfully requesting that this matter be forwarded to the Board of Legislators for action as soon as possible. Thank you for your consideration.

Very truly yours,

Robert J. Roth
Director

Attachment

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

Anthony J. Picente, Jr.
County Executive

Date 5-5-08

14.

Oneida Co. Department Youth Bureau

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name of Proposing Organization: Oneida County Youth Bureau
Title of Activity or Service: Resource Allocation Plan (RAP)
Proposed Dates of Operation: January 1, 2008 to December 31, 2008
Client Population/Number to be Served: 65,922 youth throughout Oneida County

Summary Statements/Narrative Description of Proposed Services

The Resource Allocation Plan (RAP) for 2008 outlines the distribution of state funds received from the New York State Office of Children and Family Services to provide youth services, delinquency prevention, recreation and runaway/homeless youth programs to the young people, whose ages include birth to 21 years, in Oneida County. In FY 2008, these funds are to be distributed to 22 agencies and 34 municipalities, which are responsible for the design and delivery of youth services at their level. All programs are monitored annually by Youth Bureau administrative staff and Advisory Board members appointed by the County Executive.

Total Funding: \$ 636,581.00 Account # A8830

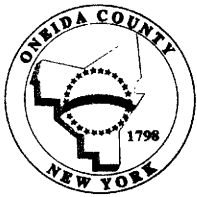
Oneida County Dept. Funding Recommendation: \$ 636,581.00

Proposed Funding Sources (Federal \$/ State \$/County \$): New York State Office of Children and Family Services (NYSOCFS)

Cost Per Client Served: Varies by program

Past Performance Data: Agencies are reviewed annually to assure they meet NYS OCFS performance standards. Agencies which do not meet standards may receive a reduction in, or elimination of fund allocations.

15.



COUNTY OF ONEIDA
OFFICE OF THE COUNTY EXECUTIVE

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

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

May 5, 2008

7/12008-278

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

WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 MAY -5 PM 3:21

Honorable Members:

In order to close the County accounting records for 2007, 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 2007 accounts for actual and anticipated 2007 expenditures occurring in 2008, as required under Generally Accepted Accounting Principles (GAAP).

The transfers are fully covered by surplus funds in the 2007 budgets of other related accounts and will not require the use of funds from the Fund Balance. In 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' Child Care and Safety Net cost centers, both of which were partially covered by additional revenue in the respective cost centers. The Psychiatric Expense in Criminal Acts account was also problematic due to the NYS mandate that costs associated with placing residents in state mental health facilities be charged back to the county of residence. Several accounts were known to be running high during 2007, but the exact magnitude of the deficit was not known until GAAP charges were computed in January, February and March, 2008.

Other significant deficits, in the two main Utilities accounts, were caused by the steep increase in the cost of heating fuel and in the case of Griffiss, the lack of historical data to base the original budget request.

Therefore, in accordance with Section 610, Oneida County Administrative Code, I hereby request your Board approval for the following 2007 fund transfers. I also request that these closeouts be acted on at the **May 28, 2008** meeting.

TO:

AA# A1010.295 - - - Board of Legislators, Other Equipment	\$	12.
AA# A1010.455 - - - Board of Legislators, Travel & Subsistence		72.
AA# A1165.109 - - - District Attorney Office, Other Salaries.....		10,761.
AA# A1165.1951-- District Attorney Office, Other Fees & Services		2,636.
AA# A1165.425 - - - District Attorney Office, Training & Special Schools.....		790.
AA# A1165.455 - - - District Attorney Office, Travel & Subsistence.....		2,934.

16.

Board of Legislators

May 5, 2008

Page 2.

TO, continued:

AA# A1165.491	---	District Attorney Office, Other Materials & Supplies	3,501.
AA# A1170.109	---	Public Defender-Criminal, Other Salaries	2,314.
AA# A1170.455	---	Public Defender-Criminal, Travel & Subsistence.....	5,034.
AA# A1170.491	---	Public Defender-Criminal, Other Materials & Supplies	4,635.
AA# A1170.4951	-	Public Defender-Criminal, Other Expenses.....	6,783.
AA# A1171.1951	--	Legal Defense Assigned Council, Other Fees & Services	64,017.
AA# A1185.1951	---	Coroners, Other Fees & Services	791.
AA# A1311.413	---	Finance-Treasury, Rent/Lease Equipment	85.
AA# A1315.1951	--	Audit & Control, Other Fees & Services	1,247.
AA# A1345.195	---	Purchasing, Other Fees & Services.....	904.
AA# A1410.418	---	County Clerk-Registrar, Meter Postage	4,700.
AA# A1410.491	---	County Clerk-Registrar, Other Materials & Supplies	961.
AA# A1420.1951	---	Law Department, Other Fees & Services.....	3,358.
AA# A1450.19513	--	Board of Elections, HAVA Voting Machine Custodian.....	12,811.
AA# A1610.493	---	Central Services, Maintenance & Repair	4,533.
AA# A1620.412	---	Buildings & Grounds, Insurance & Bonding.....	3,213.
AA# A1620.414	---	Buildings & Grounds, Utilities	213,273.
AA# A1620.456	---	Buildings & Grounds, Gasoline & Oil.....	9,559.
AA# A1620.493	---	Buildings & Grounds, Maintenance & Repair.....	342.
AA# A2490.4941	--	Students in Other Community Colleges, All Other C/C.....	767.
AA# A2960.4958	--	Education of Handicapped Children, NYSSD Expense	55,122.
AA# A2960.49598	-	Education of Handicapped Children, Excess Administration	99,338.
AA# A3020.101	---	Emergency Communications, Salaries.....	43,301.
AA# A3020.830	---	Emergency Communications, Social Security	810.
AA# A3110.451	---	Sheriff-Administration, Automotive Supplies	109.
AA# A3110.456	---	Sheriff-Administration, Gasoline & Oil	7,082.
AA# A3111.101	---	Sheriff-Stop DWI, Salaries	4,463.
AA# A3111.830	---	Sheriff-Stop DWI, Social Security.....	341.
AA# A3112.830	---	Sheriff-Security, Social Security.....	1,044.
AA# A3113.101	---	Sheriff-Special Initiatives, Salaries.....	15,777.
AA# A3113.437	---	Sheriff-Special Initiatives, Personal Clothing Allowance	712.
AA# A3113.830	---	Sheriff-Special Initiatives, Social Security	1,557.
AA# A3117.412	---	Sheriff-Court Attendants, Insurance & Bonding	1,742.
AA# A3120.101	---	Sheriff-Law Enforcement, Salaries.....	160,659.
AA# A3120.412	---	Sheriff-Law Enforcement, Insurance & Bonding	16,053.
AA# A3120.830	---	Sheriff-Law Enforcement, Social Security	12,290.
AA# A3150.412	---	Sheriff-Jail Inmates, Insurance & Bonding.....	15,631.
AA# A3150.49510	-	Sheriff-Jail Inmates, Food Service Contract.....	1,894.
AA# A3430.413	---	Drug Enforcement Task Force, Rent/Lease Equipment.....	3,473.
AA# A3430.456	---	Drug Enforcement Task Force, Gasoline & Oil.....	9,088.
AA# A3430.4163	--	Drug Enforcement Task Force, Cellular Telephone	3,800.
AA# A4010.101	---	Public Health Administration, Salaries.....	22,000.
AA# A4010.109	---	Public Health Administration, Other Salaries.....	3,796.
AA# A4010.492	---	Public Health Administration, Computer Software	5.
AA# A4012.1951	--	Public Health Clinic, Other Fees & Services.....	323.

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Board of Legislators

May 5, 2008

Page 3.

TO, continued:

AA# A4014.195	---	Tuberculosis Control Compliance, Other Fees & Services ...	196.
AA# A4018.455	---	Environmental Health, Travel & Subsistence.....	55.
AA# A4019.495	---	Community Health Outreach Program, Other Expenses	2,647.
AA# A4019.4163	--	Community Health Outreach Program, Cellular Telephone..	39.
AA# A4021.418	---	Community Wellness, Meter Postage.....	1,285.
AA# A4046.495	---	Physically Handicapped Child Program, Other Expenses	16,275.
AA# A4059.418	---	Early Intervention Administration, Meter Postage	255.
AA# A4082.455	---	WIC Program, Travel & Subsistence.....	100.
AA# A4089.495	---	Immunization Consortium Program, Other Expenses	588.
AA# A4089.4163	--	Immunization Consortium Program, Cellular Telephone.....	129.
AA# A4310.195	---	Mental Health Administration, Other Fees & Services	10,648.
AA# A4310.196	---	Mental Health Administration, Investigations.....	36.
AA# A4312.495	---	Mental Health-Psych Exp in Criminal Acts.....	206,129.
AA# A5620.411	---	Department of Aviation, Office Supplies	1.
AA# A5620.413	---	Department of Aviation, Rent/Lease Equipment.....	15,013.
AA# A5620.414	---	Department of Aviation, Utilities	134,753.
AA# A5620.451	---	Department of Aviation, Automotive Supplies	353.
AA# A5620.495	---	Department of Aviation, Other Expenses	9,997.
AA# A6010.212	---	DSS Administration. Computer Hardware	3,302.
AA# A6010.456	---	DSS Administration, Gasoline & Oil.....	934.
AA# A6015.109	---	DSS - H.E.A.P., Other Salaries.....	6,850.
AA# A6102.495	---	Medical Assistance-Medicaid, Other Expenses.....	62,625.
AA# A6109.495	---	Family Assistance(TANF), Other Expenses	126,021.
AA# A6119.495	---	Child Care, Other Expenses.....	222,733.
AA# A6141.495	---	Safety Net Part County, Other Expenses	441,174.
AA# A6142.495	---	Emergency Assistance to Adults, Other Expenses	19,877.
AA# A6774.455	---	Office for Continuing Care, Travel & Subsistence.....	264.
AA# A6774.49599	-	Office for Continuing Care, In Home Services.....	234.
AA# A8710.495	---	Reforestation, Other Expenses.....	1,231.
AA# A8830.49554	-	Youth Service Programs, Special Delinquency Program.....	473.
AA# A8830.49555	-	Youth Service Programs, Youth Initiative Program	19,557.
AA# A9150.495	---	Single Audit Expense, Other Expenses	1,000.

“A” Fund Total: \$ 2,145,217.

AA# G1930.420	---	W.P.C.- Administration, Judgments & Claims.....	\$ 161,205.
AA# G8110.195	---	W.P.C.- Administration, Other Fees & Services	7,533.
AA# G8110.460	---	W.P.C.- Administration, Bad Debt Expense.....	22,208.
AA# G8130.414	---	W.P.C.- Sewage Treatment, Utilities.....	<u>357,018.</u>

“G” Fund Total: \$ 547,964.

Board of Legislators

May 5, 2008

Page 4.

TO, continued

AA# J6293.495 - - -	Summer Youth Employment Program, Other Expenses	\$ 12,804.
AA# J6300.102 - - -	Workforce Development Administration, Temporary Help ..	26,708.
AA# J6300.413 - - -	Workforce Development Administration, Rent/Lease Equip	186.
AA# J6300.495 - - -	Workforce Development Administration, Other Expenses ...	18,948.
AA# J6300.840 - - -	Workforce Development Administration, Workers Comp	3,674.
AA# J6303.195 - - -	College Student Corps, Other Fees & Services	23,574.
AA# J6340.4952 - -	MHA Grants, ND Peters Manor	3,456.
AA# J6341.425 - - -	Youth Engagement Services, Training & Special Services ...	<u>1,000.</u>
	“J” Fund Total:	\$ 90,350.

FROM:

AA# A1010.211 - - -	Board of Legislators, Office Equipment	\$ 84.
AA# A1165.416 - - -	District Attorney Office, Telephone	4,091.
AA# A1165.495123-	District Attorney Office, Domestic Violence.....	12,270.
AA# A1165.495124-	District Attorney Office, Impact I Grant Expenditures.....	14,610.
AA# A1165.860 - - -	District Attorney Office, Health Insurance	6,012.
AA# A1170.1951 - -	Public Defender-Criminal, Other Fees & Services.....	4,589.
AA# A1170.840 - - -	Public Defender-Criminal, Workers Compensation	3,053.
AA# A1170.860 - - -	Public Defender-Criminal, Health Insurance.....	2,907.
AA# A1173.860 - - -	Public Defender-Civil, Health Insurance	8,217.
AA# A1185.101 - - -	Coroners, Salaries	791.
AA# A1311.411 - - -	Finance - Treasury, Office Supplies.....	85.
AA# A1315.492 - - -	Audit & Control, Computer Software.....	1,247.
AA# A1345.4951 - -	Purchasing, Other Expenses.....	904.
AA# A1410.4163 - -	County Clerk-Registrar, Cellular Telephone	767.
AA# A1410.830 - - -	County Clerk-Registrar, Social Security.....	3,609.
AA# A1411.418 - - -	Motor Vehicle Bureau, Meter Postage.....	1,285.
AA# A1420.860 - - -	Law Department, Health Insurance.....	3,358.
AA# A1450.19512 - -	Board of Elections, Poll Worker Election Day Exp.....	12,811.
AA# A1610.411 - - -	Central Services, Office Supplies	4,533.
AA# A1620.416 - - -	Buildings & Grounds, Telephone	36,193.
AA# A1992.9 - - -	Budget-Special Items, Contingent Salaries.....	224,200.
AA# A1995.9 - - -	Budget-Special Items, Contingent Account.....	99,625.
AA# A1998.810 - - -	Budget-Special Items, Contingent Retirement.....	90,569.
AA# A2490.4944 - -	Students in Other Community Colleges, Fashion Institute....	767.
AA# A2960.4957 - - -	EHC Program, Tuition	154,460.
AA# A2960.4959 - - -	EHC Program, NYS Chargeback.....	16,275.
AA# A3020.840 - - -	Emergency Communications, Workers Compensation	810.
AA# A3110.109 - - -	Sheriff - Administration, Other Salaries	1,594.
AA# A3110.492 - - -	Sheriff - Administration, Computer Software	5,597.
AA# A3111.860 - - -	Sheriff - Stop DWI, Health Insurance	341.
AA# A3112.840 - - -	Sheriff - Security, Workers Compensation	1,044.
AA# A3113.436 - - -	Sheriff - Special Initiatives, Uniforms & Clothing	1,900.
AA# A3113.840 - - -	Sheriff - Special Initiatives, Workers Compensation.....	369.
AA# A3117.101 - - -	Sheriff - Court Attendants, Salaries	1,742.

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Board of Legislators

May 5, 2008

Page 5.

FROM, continued

AA# A3120.102	---	Sheriff – Law Enforcement, Temporary Help	16,053.
AA# A3120.840	---	Sheriff – Law Enforcement, Workers Compensation	3,717.
AA# A3120.860	---	Sheriff - Law Enforcement, Health Insurance	8,573.
AA# A3150.830	---	Sheriff - Jail Inmates, Social Security.....	17,525.
AA# A4010.195	---	Public Health Administration, Other Fees & Services	3,801.
AA# A4012.412	---	Public Health Nurses, Insurance & Bonding	323.
AA# A4015.195	---	Lead Screening Program, Other Fees & Services	196.
AA# A4018.101	---	Environmental Health, Salaries	9,963.
AA# A4018.212	---	Environmental Health, Computer Hardware	55.
AA# A4018.860	---	Environmental Health, Health Insurance	2,686.
AA# A4019.101	---	Community Health Outreach Program.....	12,037.
AA# A4021.195	---	Community Wellness, Other Fees & Services.....	1,285.
AA# A4059.455	---	Early Intervention Administration, Travel & Subsistence	255.
AA# A4082.412	---	WIC Program, Insurance & Bonding.....	100.
AA# A4089.860	---	Immunization Consortium Program, Health Insurance	717.
AA# A4310.101	---	Mental Health Administration, Salaries.....	43,576.
AA# A4310.412	---	Mental Health Administration, Insurance & Bonding	9,549.
AA# A4310.4951	---	Mental Health Administration, Other Expenses	23,128.
AA# A4310.49526	---	Mental Health Administration, Neighborhood Center.....	80,217.
AA# A4311.495	---	Mental Health Federal HUD, Other Expenses.....	60,343.
AA# A5620.457	---	Department of Aviation, Aviation Supplies.....	160,117.
AA# A6010.416	---	DSS Administration, Telephone	4,236.
AA# A6015.412	---	DSS - H.E.A.P., Insurance & Bonding	6,850.
AA# A6055.495	---	Day Care Activities, Insurance & Bonding.....	252,663.
AA# A6101.495	---	Medical Assistance, Other Expenses	62,272.
AA# A6123.495	---	Juvenile Delinquent Care, Other Expenses.....	601,635.
AA# A6143.495	---	Energy Crisis Assistance Program, Other Expenses.....	19,877.
AA# A6774.416	---	Office for Continuing Care, Telephone	498.
AA# A8710.860	---	DPW-Reforestation, Health Insurance.....	1,231.
AA# A8830.4951	---	Youth Service Programs, Other Expenses	1,107.
AA# A8830.49557	---	Youth Service Programs, Recreation Programs.....	18,923.
AA# A9170.495	---	Budget Special Items, Miscellaneous Bank Charges	1,000.
"A" Fund Total: \$			2,145,217.

AA# G8110.416	---	W.P.C.- Administration, Telephone	\$ 846.
AA# G8110.418	---	W.P.C.- Administration, Meter Postage	694.
AA# G8110.495	---	W.P.C.- Administration, Other Expenses	6,195.
AA# G8110.810	---	W.P.C.- Administration, Retirement	682.
AA# G8110.850	---	W.P.C.- Administration, Unemployment Insurance	644.
AA# G8110.860	---	W.P.C.- Administration, Health Insurance	1,502.
AA# G8120.101	---	W.P.C.- Sanitary Sewers, Salaries	21,441.
AA# G8120.451	---	W.P.C.- Sanitary Sewers, Automotive Supplies	1,566.
AA# G8120.456	---	W.P.C.- Sanitary Sewers, Gasoline & Oil	3,432.
AA# G8120.491	---	W.P.C.- Sanitary Sewers, Other Materials & Supplies.....	16,163.
AA# G8120.830	---	W.P.C.- Sanitary Sewers, Social Security.....	1,437.
AA# G8120.840	---	W.P.C.- Sanitary Sewers, Workers Compensation.....	794.
AA# G8120.860	---	W.P.C.- Sanitary Sewers, Health Insurance.....	1,545.

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Board of Legislators
May 5, 2008
Page 6.
FROM, continued

AA# G8130.101 - - -	W.P.C.- Sewage Treatment, Salaries	111,765.
AA# G8130.211 - - -	W.P.C.- Sewage Treatment, Office Equipment	500.
AA# G8130.212 - - -	W.P.C.- Sewage Treatment, Computer Hardware	210.
AA# G8130.295 - - -	W.P.C.- Sewage Treatment, Other Equipment	1,530.
AA# G8130.425 - - -	W.P.C.- Sewage Treatment, Training & Special Schools	2,102.
AA# G8130.491 - - -	W.P.C.- Sewage Treatment, Other Materials & Supplies.....	107,720.
AA# G8130.493 - - -	W.P.C.- Sewage Treatment, Maintenance & Repair	108,388.
AA# G8130.495 - - -	W.P.C.- Sewage Treatment, Other Expenses.....	91,902.
AA# G8130.810 - - -	W.P.C.- Sewage Treatment, Retirement.....	2,066.
AA# G8130.830 - - -	W.P.C.- Sewage Treatment, Social Security.....	7,128.
AA# G8130.840 - - -	W.P.C.- Sewage Treatment, Workers Compensation.....	8,075.
AA# G8130.850 - - -	W.P.C.- Sewage Treatment, Unemployment Insurance.....	4,618.
AA# G8130.860 - - -	W.P.C.- Sewage Treatment, Health Insurance.....	42,062.
AA# G8140.495 - - -	W.P.C.- Industrial Program, Other Expenses	<u>2,957.</u>
	“G” Fund Total:	\$ 547,964.
AA# J6300.195 - - -	Workforce Development Administration, Other Fees & Serv	\$ 12,804.
AA# J6300.425 - - -	Workforce Development Administration, Training/Schools.	73,090.
AA# J6340.4954 - - -	Workforce Development Administration, Homeless Assist..	3,456.
AA# J6342.495 - - -	Local Re-entry Task Force Initiative, Other Expenses	<u>1,000.</u>
	“J” Fund Total:	\$ 90,350.

Board of Legislators
May 5, 2008
Page 7.
FROM, continued

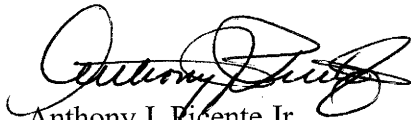
I also request your Board approval for the following 2007 supplemental appropriations:

AA# A1620.495121	Buildings & Grounds, Courthouse Art Restoration	\$	14,150.
AA# A6119.495 ---	DSS-Child Care, Other Expenses		1,988,078.
AA# A6141.495 ---	DSS-Safety Net Part County, Other Expenses		<u>336,949.</u>
		\$	2,339,177.
AA# G1930.420 ---	W.P.C.- Administration, Judgments & Claims	\$	<u>7,229.</u>
		\$	7,229.

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

RA# A2705 - - - - -	Donations-Courthouse Art Restoration	\$	14,150.
RA# A3641 - - - - -	State Aid – Safety Net Part County		336,949.
RA# A4619 - - - - -	Federal Aid-Child Care		<u>1,988,078.</u>
		\$	2,339,177.
RA# G2769 - - - - -	Haulers Fees	\$	<u>7,229.</u>
		\$	7,229.

Respectfully submitted,


Anthony J. Vicente Jr.
Oneida County Executive

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

ONEIDA COUNTY

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE



DEPARTMENT OF FINANCE

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

FN 2008-279

April 15, 2008

INTERNAL AFFAIRS

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 MAY -5 PM 3:24

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

WAYS & MEANS

Dear Mr. Picente:

Enclosed, please find three (3) original agreements signed by Mayor Gary Comstock, of the Village of Bridgewater, requesting a one (1) year extension on the attached contract for village tax collection. Our office agrees with this request.

After your consideration, please forward this to the Legal Department for their review & further processing.

Sincerely yours,

Anthony Carvelli
Commissioner of Finance

AC/bad

cc: Village of Bridgewater

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

Anthony J. Picente, Jr.
County Executive

Date

5/5/08

Village of Bridgewater

Box 396
Bridgewater, NY 13313
Phone/fax 315-822-6769
vbridgewatermayor@windstream.net

RECEIVED

APR 14 2008

ONEIDA COUNTY
COMMISSIONER OF FINANCE

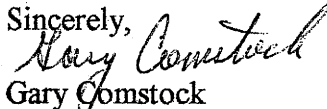
April 09, 2008

Commissioner of Finance
Oneida County
800 Park Avenue
Utica, NY 13501

RE: Village of Bridgewater Tax Collection Agreement 2008/09

Dear Mr. Carvelli:

Please find enclosed three (3) signed agreements for the 2008-2009 Village Tax Collection Year. Thank you for the Oneida County Department of Finance's continued assistance in this matter.

Sincerely,

Gary Comstock
Mayor, Village of Bridgewater

25.

EXTENSION AGREEMENT

Agreement made this _____ day of _____, 2008 by and between the **COUNTY OF ONEIDA**, 800 Park Avenue, Utica, New York a municipal corporation, hereinafter referred to as the “**County**” and **THE VILLAGE OF BRIDGEWATER**, Bridgewater, New York, hereinafter referred to as the “**Village**”

WITNESSETH

WHEREAS the County and the Village entered into an Agreement dated June 27, 2007, whereby the County assisted the Village in the collection of its village taxes and

WHEREAS the Village wishes to continue to receive the assistance of the County in the collection of its village taxes for a period of one year

NOW THEREFORE in consideration of the mutual covenants and promises made herein and in the prior Agreement between the parties dated June 27, 2007, the County and the Village agree as follows:

1. The County shall, for the village year commencing June 1, 2008, prepare the Village tax bills and mail same to Oneida County property owners of parcels situated within the Village's boundaries. The mailing of said tax bills shall occur prior to the first day of collection period proposed (June 1, 2008). The County shall provide the Village with a printed roll book at the beginning of the collection period. The Village shall be responsible to cause notice of the receipt of the warrant and that said Village taxes have been levied and are due. The cost(s) for advertising shall be borne by the Village. The Village shall provide to the County its tax rate for the tax year 2008/09 in writing on or before May 1, 2008.

2. The County shall collect the Village taxes levied on all Real Property in Oneida County, which are subject to the Village's taxes and are within the Village's boundaries. Such collection by the County shall be done and be subject to fees and penalties as follows:

- (a) The original tax levied shall be paid without penalty during the initial period of the warrant (proposed June 1 thru July 1, 2008)

26.

(b) Payments made after July 1st shall be subject to the following village penalty schedule: 5% penalty, 1% per month thereafter, until September 30th, on the original tax levied, which penalty shall be the property of the village.

(c) Any taxes collected by the County after September 30, 2008 shall be considered returned to the County Treasurer for collection pursuant to the laws of the State of New York.

3. The County upon collecting said taxes and any penalties thereon up to and including the last day, as set forth above, shall credit such collections to a Trust account designated by the County for such purpose. Said Trust account shall be reconciled by the County.

4. All tax payments shall be made payable to the Oneida County Commissioner of Finance as collector for the Village. All money collected under this agreement will be held in Trust by Oneida County for the Village of Bridgewater.

5. The County shall remit monthly payments to the Village, of the total amount of taxes penalties and miscellaneous monies collected on behalf of the Village pursuant to this agreement. On or about October 15, 2008, the County shall provide to the Village a tax roll and report which shall contain the following information:

- (a) Parcel identification by tax map number and name
- (b) Amount of tax paid and any penalty thereon, and
- (c) Date payment was received or
- (d) Tax unpaid
- (e) A full reconciliation of all monies received and disbursed

6. In consideration of the above, the Village agrees to pay the County a fee of fifty-nine cents (\$.59) per bill. In addition, the Village shall pay to the County the actual costs incurred by the County for the printing and mailing of the tax bills (including the cost of envelopes, supplies, and postage). Said payment will be deducted from remittances (described in paragraph 5 above) as necessary. The charges retained will be annotated and accompany the payment.

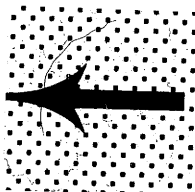
7. This entire agreement, except for the collection fee in paragraph 6 above, shall be in force for the Village fiscal 2008-09. Said fee in paragraph 6 may be negotiable yearly, as conditions warrant. No other section or provision of this contract shall be changed or modified except by mutual written and properly executed agreement of the parties hereto.

8. The County warrants and represents that the Commissioner of Finance is covered by a bond for performance of his duties and obligations in the amount of THREE HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$325,000.00) and that said bond is in full force and effect.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals the day and year first above written.

COUNTY OF ONEIDA

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



By: Gary Comstock
Gary Comstock, Mayor
Village of Bridgewater

APPROVED AS TO FORM
ONEIDA COUNTY ATTORNEY

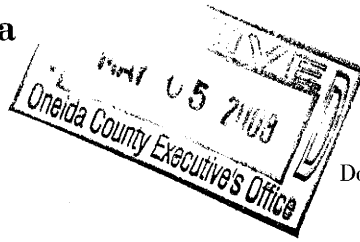
[Signature]

ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY

Scott D. McNamara
District Attorney

Michael A. Coluzza
First Assistant

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



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

April 29, 2008

7N2008-280

PUBLIC SAFETY
WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
MAY -5 PM 3:25

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

Dear Mr. Picente:

By this letter, I am requesting your approval as well as that of the Board of Legislators for the following supplemental appropriation from the forfeiture cost center to purchase a laptop computer and associated software for my office:

TO:		
A1162.212	Computer Hardware	\$1,000.
A1162.492	Computer Software	\$ 400.

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

A1207 Law Enforcement, Approp. F.B. Year Forfeitures \$1,400.

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

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

Thank you for your time and assistance in this matter.

Very truly yours,

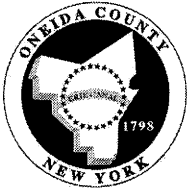
Scott D. McNamara
Scott D. McNamara
Oneida County District Attorney

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

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

Date 5/5/08
se

29.



Anthony J. Picente, Jr., County Executive Linda M. Nelson, Acting Commissioner



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

April 23, 2008

JN2008-282

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 MAY -6 AM 10:23

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

**PUBLIC HEALTH
WAYS & MEANS**

Dear Mr. Picente:

I am forwarding six (6) copies of the Purchase of Services Agreement between the Oneida County Department of Mental Health and Central New York Services, Inc. for your review and signature.

Under this proposed Agreement, Central New York Services, Inc. will continue to develop a case management program to serve homeless individuals within Oneida County and implement the Homeless Management Information System (HMIS) and to render the County the designated portion of the support services as outlined in the United States Department of Housing and Urban Development Technical Submission.

The gross amount of this Agreement is \$147,460.00 and is funded by the United States Department of Housing and Urban Development Supportive Housing Program Project Number NY06B11-0002. **There are no county tax dollars associated with this Agreement.**

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

Sincerely,

Linda M. Nelson
Linda M. Nelson
Acting Commissioner

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

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

Date 5/5/08

30.

Contract Summary

Oneida County Department of Mental Health Account No: A4311.495

Name of Proposing Organization: Central New York Services, Inc.

Type of Activity or Services: To continue to develop a case management program to serve homeless individuals within Oneida County and implement the Homeless Management Information System (HMIS).

Proposed Dates of Operations: May 1, 2008 through April 30, 2009

Client Population to be Served: Homeless individuals in Oneida County.

Summary Statements:

- 1.) **Narrative Description of Proposed Services:** To establish a comprehensive and integrated system of community mental health services that will address the needs of the citizens and residents of Oneida County.
- 2.) **Program/Service Objectives:** Continuing development of a case management program to serve homeless individuals within Oneida County and has also authorized implementation of Homeless Management Information System (HMIS).
- 3.) **Program Design and Staffing Level:** All programs and individuals staffing criteria meet the state guidelines.

Funding:

Agency Total for 2008-2009 \$ 147,460.00

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

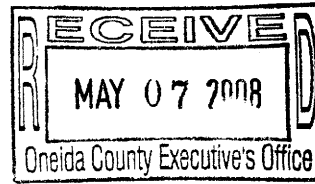
NICHOLAS A. DEROSA
DIRECTOR OF HEALTH

ADMINISTRATION

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



Public Health
Prevent. Promote. Protect.



April 28, 2008

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

7/12008-283
PUBLIC HEALTH

WAYS & MEANS

Dear Mr. Picente:

The Early Intervention Program is *New York State Department of Health* program that provides many different types of services to infants and toddlers ages 0 through 2 years of age with disabilities or developmental delays and their families.

The individual who served as Senior Office Specialist resigned as of April 1, 2008. During the transition period of finding a replacement we have contracted with a temporary agency to provide an individual to assume her role.

In order to properly account for those costs provided to the Early Intervention Program we are requesting the following transfer for the **2008** fiscal year.

From: A4059.101 – Salaries..... \$ 7,436

To: A4059.195– Other Fees & Services..... \$ 7,436

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

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

Sincerely,

Nicholas A. DeRosa
Director of Public Health

Cc: T. Keeler, Director of Budget

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

Anthony J. Picente, Jr.
County Executive

Date 5/7/08

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 MAY -8 AM 10:56

ONEIDA COUNTY DEPARTMENT OF HEALTH

Date: 04-28-08

ONEIDA COUNTY BOARD OF LEGISLATORS

APPROPRIATION / SUMMARY

Appropriation _____
Transfer X
Fiscal Year 2008

1.) Appropriation or Transfer Description –

Cost Center: Early Intervention Program / A4059

From: Salaries..... 7,436

To: Other Fees & services..... 7,436

2.) Activity or Service –

Provide clerical support for the Early Intervention Program

2.) Client population to be served –

The *Early Intervention Program* is mandated by the State in response to federal law and must be administered by the county pursuant to public health law. The intent of the mandate is to ensure children less than 3 years of age with a diagnosed disabling conditions, developmental delay or suspected developmental delay and their families receive needed and appropriate services.

In 2007, a total 732 children were served.

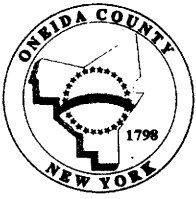
3.) Explanation of Appropriation /Transfer –

As mention in the board letter the Senior Office Specialist who essentially serves as the EI office manager has resigned. We have been fortunate to acquire an individual contracted through a temporary agency who has past experience in the Early Intervention Program. We thus are requesting a transfer from the salaries account to other fees and services account.

4.) Funding Source –

This amount as was the Senior Office Specialist's salary will be 100% funded through the EI administration grant...

Oneida County Department Staff Comments:



COUNTY OF ONEIDA
OFFICE OF THE COUNTY EXECUTIVE

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

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

7N2008-284

PUBLIC HEALTH

WAYS & MEANS

May 6, 2008

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

RE: Appointment of the Mental Health Commissioner

Honorable Members:

Pursuant to Article XII, Section 1201 of the Oneida County Charter, I respectfully request the Board of Legislators' confirmation of my appointment of Linda Nelson to the position of Mental Health Commissioner at a level of Grade 47H, Step 2 (\$68,041).

A Search Committee was convened to find a new Mental Health Commissioner after the retirement of Ken Abramczyk. After going through each of the applications and holding interviews, Linda Nelson was recommended unanimously by the committee. She meets the standards fixed by the State Commissioner of Mental Hygiene. After taking over for Ken Abramczyk, Linda had shown her ability to go above and beyond the daily tasks of Mental Health Commissioner. She has proven, through a thorough interview process, that she is the most capable for the position and is aptly qualified to represent Oneida County and its residents.

I would appreciate the Board's action on this request at its earliest opportunity.

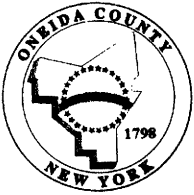
Very truly yours,


Anthony J. Picente, Jr.
Oneida County Executive

Cc: Linda Nelson

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 MAY -8 AM 11:25

35



COUNTY OF ONEIDA
OFFICE OF THE COUNTY EXECUTIVE

ANTHONY J. PICENTE JR.

County Executive
ce@ocgov.net

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

May 12, 2008

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

7/12/2008 - 285

RE: **Meier Law Renewal**

WAYS & MEANS

Honorable Members:

In 2005, the US Supreme Court in the Sherrill decision ruled that properties owned by the Oneida Indian Nation (OIN) were subject to property taxes. There was, however, uncertainty as to when and to what extent those taxes would be paid and, in fact, the County has been barred by the US District Court from enforcing its tax foreclosure procedures. As a consequence, the State enacted chapter 521 of the laws of 2005, commonly known as the "Meier Law".

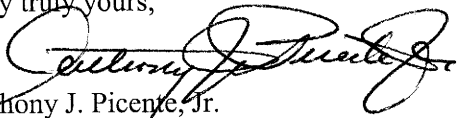
The Meier Law limits the effects of unpaid OIN taxes on the County's tax guarantees to localities, limits the effects of assessments on OIN lands to our sales tax distribution to localities, and limits the effect of those assessments on the VVS pupil wealth ratio thereby preserving that district's state aid. The law creates a separate fund to fairly distribute such tax payments when they are eventually made.

The Meier law currently expires on June 30, 2008. The District Court order is on appeal but the matter remains unsettled and it is important that this law be extended. Senate bill S7518 and Assembly bill A10563 have been introduced, extending the law to June 30, 2010, unless the taxes are paid sooner.

I respectfully request that you ask the Board to pass a home rule message in support of these bills. To assure sufficient time for the State Legislature to act, this should be done at the Board's **May 28, 2008** meeting.

Thank you.

Very truly yours,


Anthony J. Picente, Jr.
Oneida County Executive

Cc: Harris J. Samuels

2008 MAY 12 PM 3:00
RECEIVED
ONEIDA COUNTY LEGISLATURE

36

BILL TEXT:

STATE OF NEW YORK

7518

IN SENATE

April 9, 2008

Introduced by Sen. GRIFFO -- read twice and ordered printed, and when printed to be committed to the Committee on Finance

AN ACT to amend the state finance law, in relation to the Oneida Indian Nation real property tax depository fund and to amend chapter 521 of the laws of 2005, amending the state finance law relating to creating the Oneida Indian Nation real property tax depository fund, in relation to the effectiveness thereof

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

- 1 Section 1. Section 99-n of the state finance law, as added by chapter
2 521 of the laws of 2005, is amended to read as follows:
3 § 99-n. Oneida Indian Nation real property tax depository fund. There
4 is hereby established in the sole custody of the comptroller a special
5 fund to be known as the "Oneida Indian Nation real property tax depository
6 fund". Such fund shall consist of real property tax payments on
7 Oneida Indian Nation taxable property until such time as the Oneida
8 county treasurer certifies to the state comptroller that no unpaid taxes
9 remain due on the lands of the Oneida Indian Nation of New York which
10 have been subjected to taxation, or until June thirtieth, two thousand
11 [~~eight~~] ten, whichever comes first. Upon such occurrence, the funds
12 shall be released to the county treasurer, who shall distribute them to
13 the affected municipal corporations in a manner that to the extent
14 possible replicates the distribution of such taxes that would have
15 occurred if the final resolution were in effect during such tax years,
16 unless otherwise directed by court order.
17 § 2. Section 2 of chapter 521 of the laws of 2005, amending the state
18 finance law relating to creating the Oneida Indian Nation real property
19 tax depository fund, is amended to read as follows:
20 § 2. Notwithstanding any provision of law, resolution, rule or regu-
21 lation to the contrary, when determining real property tax rates, state
22 equalization rates, state aid to education, school district pupil wealth
23 ratio, school district actual valuation and local tax distribution with-
24 in the county of Oneida, including the distribution of sales and compen-
25 sating use taxes pursuant to sections 1262 and 1262-g of the tax law,

EXPLANATION--Matter in italics (underscored) is new; matter in brackets [-] is old law to be omitted.

LBD16091-01-8

37.

S. 7518

2

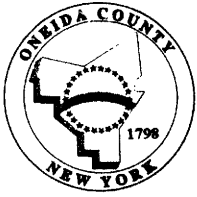
1 and when determining the amount of unpaid real property taxes omitted
2 taxes and/or special ad valorem or special assessment district charges
3 which must be guaranteed to any town, village, special district or
4 school district therein, the assessed value of the real property owned
5 by the Oneida Indian Nation or any affiliate of the Nation thereof after
6 taxable status date 2004 for the 2004 assessment roll, and any property
7 acquired by the Oneida Indian Nation after taxable status date 2005 for
8 the 2005 assessment roll, shall be disregarded. Such school, town,
9 village, and special ad valorem or special assessment district unpaid
10 real property taxes, omitted taxes and/or special district charges not
11 guaranteed by Oneida county will be exempt from county delinquent tax
12 reserve calculations since they are not guaranteed to, but deferred at
13 the local level, and due to the local jurisdiction from the tax deposi-
14 tory fund held by the state comptroller, if collected. Such disregard
15 shall continue until such time as the Oneida county treasurer certifies
16 to the state comptroller that no unpaid taxes remain due on the lands of
17 the Oneida Indian Nation of New York which have been subjected to taxa-
18 tion, or until June 30, [~~2008~~] 2010, whichever comes first. Nothing
19 contained in this act shall be construed as exempting the lands of the
20 Oneida Indian Nation of New York from real property taxation or as
21 relieving the Oneida Indian Nation of New York of its obligation to pay
22 such taxes, provided however that such tax payments, upon collection by
23 the collecting officer, shall be placed in the Oneida Indian Nation real
24 property tax depository fund established pursuant to section 99-n of the
25 state finance law pending final resolution of the uncertainty, and
26 provided further that except as otherwise provided in this section,
27 nothing contained in this section shall be construed as overriding the
28 generally applicable provisions of law relating to the enforcement of
29 the collection of real property taxes in the county of Oneida, including
30 those relating to the imposition of interest and penalties, the prepara-
31 tion of returns of unpaid taxes, the relevy of unpaid school district
32 taxes, and the enforcement of the collection of unpaid taxes. Further-
33 more, nothing contained in this section shall prohibit the Oneida county
34 board of legislators from adopting an interim plan for the distribution
35 of sales and compensating use tax proceeds, consistent with the
36 provisions of this act, notwithstanding any provision of law, local
37 resolution or agreement to the contrary.

38 § 3. Section 4 of chapter 521 of the laws of 2005, amending the state
39 finance law relating to creating the Oneida Indian Nation real property
40 tax depository fund, is amended to read as follows:

41 § 4. This act shall take effect immediately and shall expire June 30,
42 [~~2008~~] 2010 when upon such date the provisions of this act shall be
43 deemed repealed.

44 § 4. This act shall take effect immediately.

38.



COUNTY OF ONEIDA
OFFICE OF THE COUNTY EXECUTIVE

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

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

May 8, 2008

7N2008-286

EDUCATION, YOUTH & AGRICULTURE

WAYS & MEANS

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

Honorable Members:

As summer fast approaches, I have begun to turn my attention to the Youth of Oneida County. I believe the Youth of this County are under served and with the schools closing for the summer in about a month or so I believe it is time to begin to address this area.

I believe the Youth Bureau provide Youth with meaningful programs and activities throughout the summer months as well as in the other seasons, but especially in the summer when the Youth of our area find themselves with a lot of spare time and a lot of energy. I believe the Youth Bureau's mission is to provide positive opportunities that will enhance their development into responsible adults.

I therefore propose, and ask for your legislatures' approval of expanding the Youth Bureau office by two positions: Disbursements Officer (W21 step 1 - \$25,120) and Youth Program Director (W19 step 1 - \$23,337), which was eliminated a few years back. I do not believe the area of youth is an area we can cut because I believe a little cost avoidance today will result in huge cost savings down the road.

The Youth Bureau will be exploring new funding areas as well as maximizing old ones as a result of the additional personnel. One new source already approved is the NYS Partnership for Youth Grant for \$252,000. This grant will be used in the tri-county area to help youth who did not earn a high school degree attain that degree or equivalent along with job training and job placement. The Youth Bureau will also be expanding its office space moving over to the Paul Building as a result of having to vacate the fifth floor of the County Building. This new office will offer the opportunity of having meetings with various sponsors of youth programming along with enabling the Youth Bureau Team to all be in the same location which other sites at the County Building did not offer.

I therefore request your Board approval for the following **2008** supplemental appropriation:

TO;

AA# A7310.101 - Youth Bureau / Salaries	\$ 29,836.
AA# A7310.4163-..... Youth Bureau / Cell Phone	300.
AA# A7310.49596- Youth Bureau / Youth Recreation / Education	240,500.
AA# A7310.417 - Youth Bureau / Rent	6,974.
AA# A7310.810 - Youth Bureau / Retirement	3,687.
AA# A7310.830 - Youth Bureau / Social Security.....	2,776.
AA# A7310.860 - Youth Bureau / Health Insurance.....	<u>7,802.</u>
Total:	\$291,875.

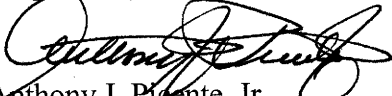
This supplemental appropriation will be fully supported by revenue in:

RA# A7310. A2363 – Reimbursement Rec/Ed from DSS	\$ 32,890.
RA# A7310. A3823 – State Aid – DCJS	6,985.
RA# A7310. A3852 – State Aid – NYS Partnership for Youth Grant	<u>252,000.</u>
Total:\$	291,875.

I also request your full Board act on this legislation at your meeting on **May 28, 2008**.

Thank you for your courtesies.

Respectfully submitted,

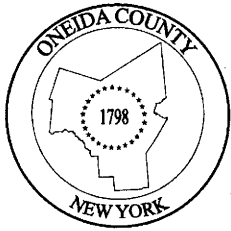

Anthony J. Picente, Jr.
Oneida County Executive

AJP:tbk

CC: County Attorney
Comptroller
Budget Director
Youth Bureau
Commissioner DSS

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 MAY 13 AM 10:43

40.



COUNTY OF ONEIDA
OFFICE OF THE COUNTY EXECUTIVE

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

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

May 13, 2008

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

7N2008-287
**ECONOMIC DEVELOPMENT
& TOURISM**

WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 MAY 13 AM 9:15

Honorable Members:

Pursuant to the authority vested in me by Article XX, Section 2004 of the Oneida County Charter, I submit the following names to you as my nominations for the Rome representative on the governing board of the Central New York Regional Transportation Authority:


Mary O. Davis
404 South George Street
Rome, New York, 13440

John Wilson
911 North Madison Street
Rome, New York, 13440

I ask that the Board approve and confirm these nominees, one of whom shall be selected by Governor David Paterson to sit on the CENTRO governing board for a term of seven years, such term to expire on the 31st day of July in the seventh year in accordance with Section 1328 (2) of the Public Authorities Law.

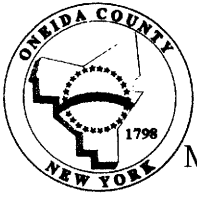
Thank you.

Very truly yours,


Anthony J. Picente, Jr.
Oneida County Executive

Cc: Hon. James F. Brown, Mayor

41.



COUNTY OF ONEIDA

ANTHONY J. PICENTE JR.

County Executive

ce@ocgov.net

OFFICE OF THE COUNTY EXECUTIVE

May 12, 2008

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

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

7N 2008-288

COURTS, LAWS & RULES

WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 MAY 13 AM 9:11

Honorable Members:

The County is revamping its assigned counsel program. The changes I am proposing will streamline the process and move the oversight of the assigned counsel program out of the Department of Social Services Department to an independent attorney-overseer. This move will eliminate any possible conflicts of interest with the Department of Social Services and will place the County in compliance with Office of Court Administration directives for assigned counsel programs. I also believe this process will reduce our assigned counsel attorney expenses due to increased oversight and improved efficiency.

More importantly, New York State insists that the Indigent Legal Services Fund not be used by the County to simply supplant local spending. The modifications made herein, along with last year's adjustments to the attorneys' salaries in the Public Defenders' office and the provision of additional attorney training will ensure Oneida County's continued eligibility for Indigent Legal Services funding. This year alone, nine counties in New York State are facing the possibility of losing their Indigent Services funding. In 2007, Oneida County received \$739,278 in aid from the Indigent Legal Defense Fund. I do not intend to jeopardize that funding stream through inaction.

I therefore request your Board approval for the following 2008 budget transfer:

TO:

AA# A1171.109-DSS - Legal Defense – Salaries Other.....	\$ 23,280.
AA# A1171.212-DSS - Legal Defense – Computer Hardware.....	2,200.
AA# A1171.492-DSS - Legal Defense – Computer Licenses.....	200.
AA# A1171.411-DSS - Legal Defense – Office Supplies.....	800.
AA# A1171.416-DSS - Legal Defense - Telephone	1,000.
AA# A1171.4951-DSS - Legal Defense – Other Expenses	620.
Total:	\$28,100.

FROM:

AA#A1771.1951 –DSS – Legal Defense / Other Fees And Services	\$28,100.
--	-----------

Respectfully submitted,

Anthony J. Picente, Jr.
Oneida County Executive

AJP/tbk
CC: County Attorney
Comptroller
Budget Director

Oneida County Department of Public Works

ANTHONY J. PICENTE JR.
County Executive

JOHN J. WILLIAMS
Commissioner

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

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

April 30, 2008

JN2008-289

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

**PUBLIC WORKS
WAYS & MEANS**

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 MAY 13 AM 9:15

Dear Mr. Picente:

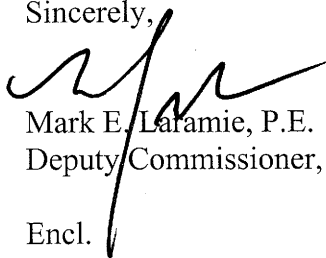
Enclosed are copies of a lease renewal with National Grid for use of a county-owned parcel located on Prospect Hill, in the Town of Kirkland, Oneida County. This parcel is used for a communications building and tower as outlined in the accompanying documents.

The terms of this agreement are for a period of five (5) years commencing July 1, 2007 and ending June 30, 2012. The annual rate is \$6,000.00 for the first year and will be increased by 4% each year thereafter for a total value of \$32,497.93 over the life of the lease. This renewal represents an adjustment to the previous lease in order to align the annual rates more closely with those of current market values. Our files indicate that the original annual rate had been established at \$1,200.00 since the late 1980's and had never been adjusted.

This lease carries two (2) additional five (5) year renewal terms. The County has reserved the right to renegotiate the rental amount for each renewal term if desired.

If you are in agreement with the terms of this lease renewal, please forward this to the Board of Legislators for their approval at your earliest convenience. If there are any questions regarding this matter, you may reach me at 793-6236.

Sincerely,

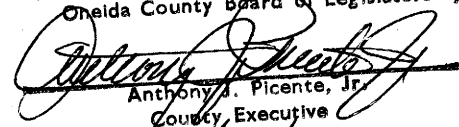


Mark E. Laramie, P.E.
Deputy Commissioner, Division of Engineering

Encl.

cc: Chief of Staff
Commissioner of Public Works
Oneida County Attorney
Contract Administrator
File/RF

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



Anthony J. Picente, Jr.
County Executive

Date 5/12/08

LEASE AGREEMENT

THIS AGREEMENT made the _____ day of _____, 2008 by and between the **County of Oneida**, a municipal corporation organized and existing under the laws of the State of New York, with offices located at 800 Park Avenue, Utica, New York, hereinafter referred to as "**Lessor**" and **Niagara Mohawk Power Corporation d/b/a National Grid**, a corporation organized and existing under the laws of the State of New York, having its principal place of business at 300 Erie Boulevard West, Syracuse, New York, hereinafter referred to as "**Lessee**"

WITNESSETH

1. PREMISES

The Lessor hereby leases to the Lessee and the Lessee hereby hires from the Lessor those certain premises (the "premises") located in the Town of Kirkland, County of Oneida, State of New York, which premises are a portion of the property known as "Prospect Hill", for the term, at the rental amount and upon all of the conditions set forth herein.

2. TERM

The term of this lease agreement shall be for a period of five (5) years, commencing on July 1, 2007 and ending on June 30, 2012, unless sooner terminated pursuant to the provisions of this agreement. Lessee shall have the option to renew and extend this lease agreement for two (2) additional five (5) year periods upon at least four (4) months prior written notice to the Lessor of Lessee's intention to renew the lease. Any such renewal or extension of this lease will be under the same terms and conditions as set forth herein except that the Lessor reserves the right to renegotiate the rental amount with the Lessee at the beginning of each renewed or extended five (5) year term.

3. RENT

- a. Lessee shall pay to the Lessor as monthly rent the sum of Five Hundred and-----00/100 Dollars (\$500.00) in the first year of the lease agreement. There will be a 4% annual increase in the rent due for each year thereafter. Such rent shall be payable in advance upon the first day of each month without any deduction or offset.

45.

- b. Lessee may, at their option elect to make one lump sum rent payment annually in the amount of six thousand and-----00/100 Dollars (\$6,000.00). Such payment shall be payable in advance on July first (1st) of each year without any deduction or offset, except for the initial year (2007) of this agreement. Credit will be applied for Lessee's initial payment of One thousand and two hundred dollars (\$1,200.00) presented on June 26, 2007. The balance remaining for the first year will be Four thousand eight hundred dollars (\$4,800.00) to be paid upon execution of this lease.
- c. The rent shall be remitted to the Lessor at the address set forth in Paragraph 19 "NOTICES" of this agreement.

4. USE OF PREMISES

- a. Lessee agrees to use the premises solely for the purpose of constructing, erecting, reconstructing, operating, maintaining, repairing and removing of a communications facility which may include an equipment building and equipment for the communications, reception and transmission, along with appurtenances, to said building and equipment.
- b. The Lessor grants the Lessee, its contractors, agents and employees the right of ingress and egress to and from the premises over existing roadways on the Lessor's property associated with such leased premises.
- c. Lessee agrees that its use of the premises shall not interfere in any way with the operations of the Lessor at the premises, including, but not limited to, radio frequency interference. In the event that the Lessor shall give verbal notice, followed by written notice, that, in the Lessor's sole judgment and opinion, an installation or activity of the Lessee is causing interference to the Lessor's operations, Lessee shall have forty eight (48) hours to remedy such interference to the Lessor's satisfaction. If not so remedied, Lessee shall immediately cease such activity or remove said installation upon the written notification of the Lessor. In the event that the Lessee fails to remove the cause of such interference within 48 hours of receiving the written notice of the Lessor, the Lessor shall have the right to take whatever action it deems necessary, in its sole judgment and discretion, including, but not limited to, the removal or relocation of Lessee's facilities or the termination of this lease agreement

on ten (10) days written notice to the Lessee. In such an event, Lessor's sole liability to the Lessee shall consist of the value of any damages or repairs made necessary by the negligent acts of the Lessor in removing or relocating Lessee's facilities. In no event shall the Lessor be liable for any loss in value of Lessee's equipment resulting from such removal or relocation which is not the result of some negligent act of the Lessor or any consequential, incidental or other damages, including loss of profit or revenue to the Lessee.

5. INSTALLATION AND MAINTENANCE OF FACILITIES

- a. Lessee shall give Lessor not less than ten (10) days written notice of its intent to install its facilities and no installation of Lessee's facilities shall be undertaken at any time without the prior written consent of the Lessor. Lessor also reserves the right to have its representative present during the various stages of installation. No excavation may be undertaken by the Lessee at the premises without the prior written consent of the Lessor. Any consent required under this provision shall not be unreasonably delayed, conditioned or withheld.
- b. Lessee shall assume the full responsibility for the maintenance of its facilities. Any deficiencies in the facilities shall be promptly corrected by the Lessee.

6. PEACEFUL POSSESSION

Lessor covenants that the Lessee, upon timely payment of the rent and the performance of all the covenants and conditions of this lease agreement, shall and may peaceably and quietly have, hold and enjoy the premises for the term forth herein.

7. PERSONAL PROPERTY

The equipment building, equipment and any appurtenances thereto which are placed on the premises by the Lessee shall be and remain the personal property of the Lessee. Lessee may, subject to the provisions set forth in Paragraph 5 of this agreement, enter onto the premises during the term of this lease and remove any and all such personal property, including any of Lessee's fixtures of any kind. This provision shall apply during the original and any extended or renewed terms of this agreement. Upon the removal of any property or equipment by the Lessee,

Lessee agrees to restore the premises to its condition prior to installation and in accordance with Paragraph 5 herein. Notwithstanding Lessee's removal of any or all of its personal property during the term of this lease, Lessee shall remain liable for the performance of all of the terms and conditions of this lease agreement, including its obligation to pay rent pursuant to Paragraph 3 herein, except in the event there is a termination of lease pursuant to Paragraph 16 herein.

8. MATERIALS, CLAIMS AND LIENS

All materials furnished for any work done on the premises by the Lessee shall be at Lessee's sole cost and expense. Lessee agrees to protect the premises and the Lessor from all claims of Lessee's contractors, laborers and material men. Lessee further agrees to immediately take all necessary action to cause the removal of any liens of any sort placed upon the premises as a result of any action, inaction or dispute involving the Lessee. In the event the Lessee fails to so remove any such lien, Lessor is hereby empowered to do so by any means, in its sole discretion and at the expense of the Lessee, including the expense of attorney's fees expended by the Lessor in effecting such lien removal.

9. PERMITS

Lessee, at its own expense, shall obtain all federal, state and local permits and any other governmental authorizations required in order to construct, operate or otherwise implement its use of the premises as set forth herein.

10. INSURANCE

Lessee shall, at all times during the original or any renewal term of this agreement, maintain liability insurance coverage in an amount sufficient to defend and indemnify the Lessor from and against any claims made for personal injuries, including death, or property damages arising out of the Lessee's use, operations on or occupation of the premises or Lessee's performance under the terms of this agreement. Any insurance coverage required hereby may be provided by and under the Lessee's program of self insurance which is currently in place.

11. MAINTENANCE

Repair and maintenance of the roads, fences, gates and any area necessary to the security and operation of the site will be

48.

performed at the discretion of the Lessor. Snow removal from the roadway used by the Lessee shall be the Lessee's responsibility.

12. INDEMNITY

If either the Lessor or the Lessee, its agent, employees or contractors shall intentionally or negligently damage, destroy or remove the property of the other, the acting party shall be responsible for the prompt and adequate repair or replacement of said property at the offending party's cost and expense.

Lessor shall defend Lessee and hold it harmless against any and all claims, suits, damages and causes of action caused by or attributable to Lessor's ownership and use of its property and its facilities at the premises or by the use of Lessor's property or facilities by Lessor's employees, agents, contractors and lessees other than the lessee herein and against any order, decree or judgment which may be entered against the Lessor for alleged damages resulting from injuries to any person or property or loss of life sustained in or about the premises. This lease agreement, however, is not to be construed to impose any liability or obligation on the Lessor on account of any claim that may arise or be made for injuries, loss or damage caused by or resulting from the negligence of the Lessee, its employees, agents, contractors or licensees.

Lessee agrees to indemnify, defend and save the Lessor harmless from and against any liability and all claims of whatever nature arising from any act, omission or negligence of the Lessee, its employees, agents contractors or licensees or arising from any accident, injury or damage whatsoever caused to any person or to the property of any person occurring in, on or about the premises or outside the premises where such accident, injury or damage is alleged to have resulted from the negligent act or omission of the Lessee or Lessee's employees, agents, contractors or licensees.

13. ELECTRICAL POWER AND OTHER NECESSARY FACILITIES

In the event that the Lessee requires electrical power of any kind to operate its equipment, Lessee shall be responsible for acquiring such power and insuring that it is separately metered and not chargeable to the Lessor. Lessee shall pay all charges for electricity and all other utility services used by the Lessee on the premises.

14. **LEASE BINDING ON SUCCESSORS, ETC.**

All of the terms, covenants, rights, liabilities and conditions of this lease agreement shall inure to the benefit of and be binding upon any respective successors and assigns of the parties hereto

15. **DEFAULT**

In the event that:

- a) Lessee shall default in the payment of any installment of rent and such default shall continue for ten (10) days after Lessee has received written notice thereof; or
- b) Lessee shall default in the observance or the performance of any other covenant, condition or obligation of this agreement and such default shall not be corrected within thirty (30) days after the Lessee has received written notice thereof

then the Lessor shall have the right thereafter, while such default continues, to terminate this lease agreement without prejudice to any other remedies which might otherwise be used for default of rent or any other kind of default and all rents due for the remainder of the term or any renewal term thereof shall immediately become due and payable upon the demand of the Lessor.

16. **TERMINATION**

The Lessor and the Lessee each have the right to terminate this lease without cause at any time by either party giving the other party a ninety (90) day written notice of termination. Upon the Lessee's removal of its property and the restoration of the premises to its original condition and the refund to the Lessee of any prorated paid rent, all of the rights and liabilities of the parties hereto shall have been satisfied.

17. **SURRENDER AT LEASE EXPIRATION**

Subject to the provisions of Paragraph 6 of this agreement, Lessee shall, within thirty (30) days after the expiration or other termination of this lease, remove all Lessee's buildings and equipment from the premises. In the event that labor disputes, adverse weather conditions, acts of God or any other circumstance beyond the reasonable control of the Lessee shall prevent the removal of Lessee's property within the said thirty (30) day period, then Lessee shall be allowed an additional reasonable period of

SD.

time to remove its property. In the event that the Lessee fails to remove any of its property within thirty (30) days or within any additional period allowed hereunder, the Lessor may remove the property at the Lessee's expense.

18. **SEVERABILITY**

In the event that any provision of this lease agreement which shall prove to be invalid, void or illegal, such event shall in no way affect, impair or invalidate any other provision hereof and the remaining provisions shall be deemed by the parties to be in full force and effect.

19. **NOTICE**

Any notice by either party to the other shall be sent to the address shown in the preamble of this lease agreement or such other address as the parties may designate in writing. All notices to either party must be in writing, sent by registered or certified mail or personally delivered to the party.

20. **SUBLEASING-ASSIGNMENT-LICENSING**

Lessee shall not assign or sublet this lease agreement or license the use of the whole or any part of the premises without the prior written consent of the Lessor, which consent shall not be unreasonably delayed, conditioned or withheld.

21. **DISASTER RECOVERY**

In the event that a communication facility operated by the Lessee at Prospect Hill is damaged or cannot be operated, the Lessor hereby agrees that the Lessee may locate and operate a temporary communication facility, including but not limited to a temporary replacement communications tower and support equipment, on the property to provide replacement communications until such time as the communications facility can be restored to operation. The Lessor will be notified of the circumstances requiring the placement of temporary communications facilities as soon as reasonably practicable thereafter. Repairs or replacement of the Lessee's damaged facility will take place within a reasonable amount of time, weather permitting. The temporary communications facility will remain in operation until full service is restored with a new or repaired communications facility.

IN WITNESS WHEREOF, the parties hereto have caused this lease agreement to be duly executed as of the day and year first above written.

County Of Oneida

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

Niagara Mohawk Power Corporation d/b/a National Grid

By: SP Picente
Title: VP

Approved as to Form

Oneida County Attorney



ONEIDA COUNTY DEPARTMENT OF LAW

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

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

LINDA M.H. DILLON
COUNTY ATTORNEY

FN 2008-290

May 12, 2008

WAYS & MEANS

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

RE: Ronald Williamson, Individually and as Administrator of the Estate of
Cail Williamson v. County of Oneida, et al. and CNY Services

Dear Mr. Picente:

I enclose herewith the letter of David H. Walsh, IV, the attorney representing Oneida County's interests in the above referenced litigation.

Mr. Walsh has been able to reach a settlement of this matter, which settlement must now be placed before the Board of Legislators for their consideration and approval.

I respectfully request that this matter be forwarded to the Board for approval at their **May 28, 2008** regular session. Both Mr. Walsh and I will be available to answer any questions that the Board or its Committees may have regarding the prospective resolution of this action against the County.

Thank you.

Very truly yours,

Linda M.H. Dillon
County Attorney

Cc: David H. Walsh, IV

encl.

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

Anthony J. Picente, Jr.
County Executive

Date 5-12-08

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 MAY 12 PM 3:58

53

PETRONE & PETRONE, P.C.

Attorneys at Law

John R. Petrone II *
Lori E. Petrone
Mark J. Halpin
Janet F. Neumann
Kathleen A. Lupia
James H. Cosgriff III
David H. Walsh IV
Soo-young Chang
J. William Savage
Mark O. Chieco
Melanie S. Wolk

Louis S. Petrone
Of Counsel

Simone M. Shaheen
Of Counsel

Anne M. Wood
Of Counsel

Marcus M. Curry
(1924-1996)

108 West Jefferson Street
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Syracuse, New York 13202

(800) 521-1260
FAX (315) 476-0107

1624 Genesee Street
Utica, NY 13502
(315) 735-7566
FAX (315) 735-5368

465 New Karner Road
Albany, NY 12205
(800) 521-1260
FAX (315) 735-5368

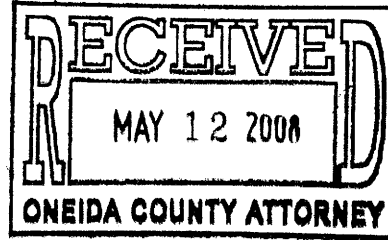
300 Pearl Street
800 Olympic Towers
Buffalo, NY 14202
(800) 521-1260
FAX (716) 852-6216

205 St. Paul Street
Rochester, NY 14614
(800) 521-1260
FAX (585) 232-7788

* Also admitted in Pennsylvania

May 9, 2008

Linda Dillion
Acting County Attorney
County Office Building
800 Park Avenue
Utica, NY 13501



Re: Ronald Williamson, Individually and as Administrator of Estate of Cail Williamson v.
County of Oneida, et al. And CNY Services
Index No.: CA 2004-002071

Dear Ms. Dillion:

Please be advised that the above-entitled matter was scheduled for a trial before Judge Shaheen in Oneida County Supreme Court on May 12, 2008. Plaintiffs claim negligence against both defendants regarding the suicide of Cail Williamson at the Oneida County Jail on September 27, 2004. The parties to this action have reached a settlement on all issues. The Plaintiff has agreed to accept the sum of \$225,00.00 as and for full settlement of all claims against all named defendants. The settlement shall be paid as follows:

County of Oneida	\$125,000.00
CNY Services	<u>\$100,000.00</u>
	\$225,000.00

This settlement is contingent upon Board Approval and I request the same. Also, be advised that I am to appear before Judge Shaheen to place the settlement on the record on Monday May 12, 2008.

54.

Linda Dillion

Re: Ronald Williamson, Individually and as Administrator of Estate of Cail Williamson v.
County of Oneida, et al. And CNY Services

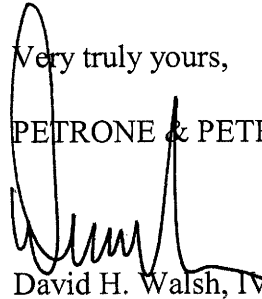
May 9, 2008

Page 2

Thank you for your attention to this matter.

Very truly yours,

PETRONE & PETRONE, P.C.

A handwritten signature in black ink, appearing to read "David H. Walsh, IV". The signature is written in a cursive style with a large initial "D" and a long horizontal stroke at the end.

David H. Walsh, IV

DHW/lac