



# ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini  
Chairman  
(315) 798-5900

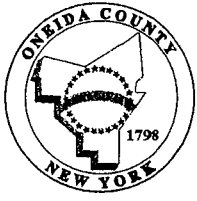
Susan L. Crabtree  
Clerk  
(315) 798-5901

David J. Wood  
Majority Leader

Michael J. Hennessy  
Minority Leader

## COMMUNICATIONS FOR DISTRIBUTION AUGUST 12, 2009 (Correspondence relating to upcoming legislation, appointments, petitions, etc)

<u>FILE NO.</u>	<u>COMMITTEE</u>	<u>PAGES</u>
2009-332 . . .	Read & Filed .....	2-3
2009-333 . . .	Ways & Means .....	4-20
2009-334 . . .	Public Works, Ways & Means .....	21-64
2009-335 . . .	Public Health, Ways & Means .....	65-67
2009-336 . . .	Public Health, Ways & Means .....	68-69
2009-337 . . .	Public Health, Ways & Means .....	70-72
2009-338 . . .	Economic Development & Tourism, Ways & Means .....	73-74
2009-339 . . .	Public Works, Ways & Means .....	75-84
2009-340 . . .	Ways & Means .....	85-88
2009-341 . . .	Internal Affairs, Ways & Means .....	89-90
2009-342 . . .	Human Resources, Ways & Means .....	91
2009-343 . . .	Human Resources, Ways & Means .....	92
2009-344 . . .	Human Resources, Ways & Means .....	93-95
2009-345 . . .	Human Resources, Ways & Means .....	96-98
2009-346 . . .	Human Resources, Ways & Means .....	99-101
2009-347 . . .	Human Resources, Ways & Means .....	102-104
2009-348 . . .	Human Resources, Ways & Means .....	105-107
2009-349 . . .	Human Resources, Ways & Means .....	108-110
2009-350 . . .	Human Resources, Ways & Means .....	111-114
2009-351 . . .	Public Safety, Ways & Means .....	115-116
2009-352 . . .	Ways & Means .....	117-132
2009-353 . . .	Ways & Means .....	133-141
2009-354 . . .	Read & Filed .....	142-144



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

August 3, 2009

*FN 2009-332*

**READ & FILED**

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

Dear Chairman Fiorini,

On July 29, 2009 the Board of Legislators failed to pass Docket number 2009-325 which would have amended a previously adopted bond resolution dated February 25, 2009. The original resolution (Resolution No. 79) authorized the issuance of \$350,000 in bonds to finance the cost of the renovation of a building at Griffiss International Airport that will be conveyed from the Air Force to the County in the near future. It has been determined that a portion of that money would be best used to address capital work on three other buildings in addition to the subject building. The County's bond Counsel had advised that this deviation required an amendment by the Board of Legislators prior to the sale of those bonds.

With the failure to adopt the amended resolution the bond amendment was unable to be included in the County's bond sale that took place yesterday, July 30, 2009. Consequently, we face some problems.

Even if the Board were to reconsider the vote at the next meeting, the Comptroller's office informs me that the money will not be available until late this year because this funding was not included in Thursday's bond sale.

The most immediate need is for the \$75,000 for the Building 41 rehabilitation. Without it, we cannot install a new hangar door, install a fire sprinkler and complete other work necessary to enter into the proposed Lease of the building with Mike Ritter. Irrespective of the proposed Lease, which we now stand to lose, if we cannot install the hangar door before the onset of winter weather, we may entirely lose this building due to further deterioration.

*2.*

The second priority is the \$30,000 for the Pump House and Tank rehabilitation. This rehabilitation is needed as the structures serve as part of the fire suppression system and are badly in need of rust and corrosion control.

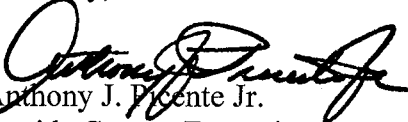
The third priority is the \$40,000 for the Hush House to restore electricity to the building, repair the door operation mechanisms, and do some interior repairs. This building, too, is exposed to the weather and will continue to deteriorate unless the doors are repaired.

The funding for Building 131 is not an issue until such time as it is conveyed to the County.

In light of this situation, I am asking the Board of Legislators to identify where the County will get at least \$155,000 immediately to address the first three priorities as outlined herein.

I await your reply.

Sincerely,

  
Anthony J. Picente Jr.  
Oneida County Executive

Cc: Comptroller Joe Timpano  
Finance Commissioner Anthony Carvelli  
Budget Director Thomas Keeler  
Commissioner of Aviation Vernon. Gray

2009 AUG - 3 AM 10:44  
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3.

# Griffiss International Airport



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

ANTHONY J. PICENTE, JR.  
County Executive

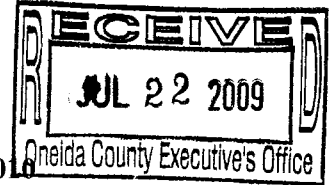
W. VERNON GRAY, III  
Commissioner of Aviation

7N2009-333

July 21, 2009

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

~~AIRPORT~~  
**WAYS & MEANS**



Re: **AIRPORT FINANCIAL PLAN AND RATES & FEES SCHEDULE – 2010**

Dear Mr. Picente,

Whereas, the County of Oneida operates the Griffiss International Airport for the purpose of providing a safe and well-maintained facility to serve the current and future commercial, corporate business, governmental, and general aviation needs of Oneida County and the State of New York; and,

Whereas, the County of Oneida has accepted Federal Aviation Administration (FAA) Airport Improvement Program (AIP) funding for the planning and development of the airport, and the acceptance of such funds includes accepting conditions and obligations; and,

Whereas, FAA Grant Assurance #24 requires the County of Oneida to maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection; and,

Whereas, the June 19, 1996, FAA Policy Regarding Airport Rates and Charges, and Principles Applicable to Airport Rates and Charges, provides that rates, fees, rentals, landing fees, and other service charges ("fees") imposed on aeronautical users for aeronautical use of airport facilities ("aeronautical fees") must be fair and reasonable, and aeronautical fees may not unjustly discriminate against aeronautical users or user groups;

Therefore, it is requested you submit to the Board of Legislators for approval by Resolution the enclosed Griffiss International Airport Financial Plan and Rates & Fees Schedule, to become effective as of January 1, 2010, and until such time as it may be amended and/or replaced.

*W. Vernon Gray III*  
W. Vernon Gray, III  
Commissioner of Aviation

Cc: Chief of Staff  
County Attorney

90:111111 7-AUG-09  
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Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by

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

Date 8/6/09

4.



# Griffiss International Airport

Department of Aviation, County of Oneida



Gateway to the Heart of New York

## **Airport Financial Plan and Rates & Fees Schedule 2010**

# Griffiss International Airport Financial Plan – 2010

## Introduction

The purpose of this document is to formulate a plan for the Griffiss International Airport to achieve the ultimate goal of being able to financially support its own operation and development through airport generated revenues. Pursuant to FAA Grant Assurance No. 24 – Fee and Rental Structure, the airport operator is obligated to “... *maintain a fee and rental structure for the facilities and services at the airport **which will make the airport as self-sustaining as possible** under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection.*”

Realistically, very few airports are able to become financially self-sustaining. To do so requires sufficient annual Revenue to cover the costs of both Operating Expenses and Capital Expenses. However, while most airports are not able to become self-sustaining, the beneficial economic impact (direct, indirect, induced and tax) of an airport for the community and region exceeds the day-to-day operational and maintenance costs.

## Revenue

Revenue at a General Aviation airport, with a full-service commercial FBO, can be derived from the following sources:

### I. Airport Revenue

- A. Operations
  - 1. Land Leases
  - 2. Hangar Leases
  - 3. Building/Office Space Leases
  - 4. Facility Use Fees
    - a. Landing Fee
    - b. Tie-down Fee (long-term)
  - 5. FBO Fuel Flowage Fee
  - 6. Service Fees:
    - a. Snow Removal Fee – leased areas
    - b. Security Access Fee
  - 7. Commercial Concession Fees:
    - a. Rental Vehicles
    - b. Food Service
- B. Capital
  - 1. Grants
  - 2. Surplus Operating Revenue

### II. FBO Revenue

- A. Operations
  - 1. Hangar Leases (FBO owned)
  - 2. Building and/or Office Space Leases (FBO owned)
  - 3. Fuel Sales
  - 4. Aircraft Maintenance
  - 5. Service Fees:
    - a. Ground Handling
    - b. Refueling
    - c. Deicing
    - d. Amenities for passengers and pilots
    - e. Transient Overnight Aircraft:
      - (1) Tie-down (FBO owned areas)
      - (2) Hangar space (FBO owned)

## **Expenses**

The following are the typical operating expenses at a General Aviation airport:

### **I. Operating Expenses**

- A. Personnel
  - 1. Compensation and Benefits
  - 2. Training
  - 3. Travel
- B. Communications and Utilities
  - 1. Telephone
  - 2. Electricity
  - 3. Water
  - 4. Heat
- C. Supplies and Materials
- D. Repairs and Maintenance
  - 1. Facilities
  - 2. Equipment
- E. Contractual Services
- F. Insurance
- G. Miscellaneous

### **II. Capital Expenses**

- A. Airport Improvement Projects
  - 1. County funded projects
  - 2. County share of federal and/or state grants
- B. Equipment Acquisitions

## **Financial Goals and Actions**

### **I. Operating Revenue**

- A. Goals
  - 1. The first priority and short-term goal, within five (5) years, is for the airport to have sufficient revenue to pay for the total cost of its operating expenses.
- B. Actions
  - 1. Reduce operating expenses.
    - a. Limit Overtime Pay to only essential work, e.g., snow removal
    - b. Reduce Utility costs
  - 2. Increase revenue
    - a. Increase the number of land and hangar leases for corporate/business aircraft
    - b. Increase transient aircraft traffic for increased fuel sales and Fuel Flowage Fee revenue
    - c. Adopt an appropriately structured Rates & Fees Schedule

### **II. Capital Expenses**

- A. Goals
  - 1. The second priority and long-term goal, within ten (10) years, is for the airport to have surplus operating revenue to pay for the total cost of its capital expenses.
- B. Actions
  - 1. After five (5) years, assuming there is a surplus of operating revenue, limit the yearly total of capital expenses to no greater than the available surplus.

## **Rates & Fees Schedule**

### **I. Methodology**

- A. In accordance with the FAA "Policy Regarding Airport Rates and Charges – June 19, 1996," the County will adopt and implement a Rates & Fees Schedule using a "compensatory" basis to recover its operating and capital costs.

### **II. Rates & Fees Schedule**

- A. The Schedule, as recommended by the Commissioner of Aviation to the County Executive and the Airport Committee and adopted by the Board, will establish rates and fees for the following sources of revenue:

1. Rent
2. Facility Use Fees
3. FBO Fuel Flowage Fee
4. Self-Service Fuel Flowage Fee
5. Service Fees
6. Commercial Concession Fees
7. Specialized Aeronautical Service Operators' Fees
8. Fines and Penalties



**GRIFFISS INTERNATIONAL AIRPORT  
RATES & FEES SCHEDULE  
Effective January 1, 2010**

TYPE	ITEM	RATE	NOTES
(Federal, State & Local Government agencies may be granted rent free + utilities leases)	Land Lease	Base rate \$0.15 / sq ft per year with 3% annual rate increases	Initial term with option to renew
	T-Hangar Lease	Non-insulated hangars: \$0.25 / sq ft per month + electric: Single = \$280.50; Twin = \$702.00	<ul style="list-style-type: none"> <li>All leases month-to-month</li> <li>Collection by Million Air; 50% of Net Profit payable to County for those hangars assigned to Million Air.</li> </ul>
		Insulated hangars: \$0.30 / sq ft per month + electric: Single = \$336.60; Twin = \$842.40	
	Commercial Hangar Lease	\$0.25 / sq ft per month with 3% annual rate increases + utilities	
	Corporate Hangar Lease (includes Bldg 100 East Bay during the Transitional period)	\$0.50 / sq ft per month including utilities; \$0.15 per pound per month including utilities for off-the-floor vertical storage (SE <2500 lbs)	100% of Gross Revenue during Transitional period; 50% of Net Profit payable to County thereafter.
	Apron Lease	\$0.15 / sq ft per month	
	Building/Office Space Lease	\$1.00 per sq ft per month including utilities	
Agreements with the FAA, EAC, NYS/OHS	Per the rates in existing agreements or leases		
(Federal, State and Local Government owned aircraft are exempt)	Landing Fees	Based Aircraft	\$0.00
		Transient Aircraft	\$0.00
		Empire Aero and Mid Air USA MROs	\$0.00
	Parking/Tie-down Fee	As established by Million Air	Collection by Million Air; 50% of Gross payable to County
	Overnight Hangar Space (includes Bldg 100 East Bay during the Transitional period)	As established by Million Air	100% of Gross Revenue during Transitional period; 50% of Net Profit payable to County thereafter
Fuel	FBO Fuel Flowage Fee	\$0.08 / gal <u>purchased</u> by the FBO for resale	
	Self-Service Fuel Flowage Fee	\$0.08 / gal brought on to the Airport for self-service	Application and permit required
Services	Snow Removal (leased areas)	Snow Plow: \$106.95/hr; Snow Loader: \$79.05/hr; Snow Blower: \$180.00/hr; \$1,800.00 per ton for deicing material.	
	Sweeping (leased areas)	\$100.00 per hour	
	Airport Security Access	\$65.00 per person \$25.00 replacement fee \$25.00 Return Check Fee	Payable by check or money order at time of processing
	Customs Screening	\$2.00 per passenger	Collection by Million Air from the charter flight operator
	TSA Screening	\$2.00 per passenger	Collection by Million Air from the charter flight operator
	Fire Suppression	Actual cost	
	Hazardous Materials Response	Actual cost	
	Airport Damage Fee	\$150 + actual cost to repair	
Lease Assignment Fee	\$500.00		

**GRIFFISS INTERNATIONAL AIRPORT  
RATES & FEES SCHEDULE - 2010**

TYPE	ITEM	RATE	NOTES
Commercial Concessions	Rental Vehicles	<ul style="list-style-type: none"> <li>• License Fee: \$3,000 per month</li> <li>• Reserved Parking Spaces: \$25 per space per month</li> <li>• Office Space: \$1.00 per sq ft per month</li> </ul>	<ul style="list-style-type: none"> <li>• Payable in monthly installments</li> <li>• Max of 20 parking spaces</li> <li>• 50% of Million Air's commissions from Hertz is payable to the County</li> </ul>
Specialized Aeronautical Service Operators	SASO Permit	License Fee: \$250 per year + Lease with Airport or FBO	
	SASO Mobile Aircraft Washing Permit	License Fee: \$250 per year + \$5.00 per aircraft	
	SASO Aircraft Charter / Taxi / Warbird Flights	License Fee: \$250 per year + \$5.00 per passenger	
Fines and Penalties	Security Violation	1 <sup>st</sup> Violation: Warning 2 <sup>nd</sup> Violation: \$250 per person per occurrence 3 <sup>rd</sup> Violation: Expulsion	Fines and Penalties will be imposed by the Commissioner of Aviation, and are appealable to the County Executive.
	Violation of Airport Rules & Regulations	1 <sup>st</sup> Violation: Warning 2 <sup>nd</sup> Violation: \$250 3 <sup>rd</sup> Violation: Expulsion	
	Violation of NY Fire Code	1 <sup>st</sup> Violation: Warning 2 <sup>nd</sup> Violation: \$250 3 <sup>rd</sup> Violation: Expulsion	

**Notes:**

1. Pursuant to Title 49 U.S.C. §§ 47107(b) and 47133, and Federal Aviation Administration Grant Assurance #25, all revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it solely for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport.

<b>LAND RENT SCHEDULE</b>					
Rate: \$0.15 / sq ft per acre per year with 3% annual rate increase					
Year	Rate/ Sq Ft	Cost per Acre / Year	Year	Rate/ Sq Ft	Cost per Acre / Year
1	\$ 0.1500	\$ 6,534.00	16	\$ 0.2337	\$ 10,179.76
2	\$ 0.1545	\$ 6,730.02	17	\$ 0.2407	\$ 10,485.15
3	\$ 0.1591	\$ 6,931.92	18	\$ 0.2479	\$ 10,799.71
4	\$ 0.1639	\$ 7,139.88	19	\$ 0.2554	\$ 11,123.70
5	\$ 0.1688	\$ 7,354.07	20	\$ 0.2630	\$ 11,457.41
6	\$ 0.1739	\$ 7,574.70	21	\$ 0.2709	\$ 11,801.13
7	\$ 0.1791	\$ 7,801.94	22	\$ 0.2790	\$ 12,155.16
8	\$ 0.1845	\$ 8,036.00	23	\$ 0.2874	\$ 12,519.82
9	\$ 0.1900	\$ 8,277.08	24	\$ 0.2960	\$ 12,895.41
10	\$ 0.1957	\$ 8,525.39	25	\$ 0.3049	\$ 13,282.28
11	\$ 0.2016	\$ 8,781.15	26	\$ 0.3141	\$ 13,680.74
12	\$ 0.2076	\$ 9,044.58	27	\$ 0.3235	\$ 14,091.17
13	\$ 0.2139	\$ 9,315.92	28	\$ 0.3332	\$ 14,513.90
14	\$ 0.2203	\$ 9,595.40	29	\$ 0.3432	\$ 14,949.32
15	\$ 0.2269	\$ 9,883.26	30	\$ 0.3535	\$ 15,397.80
Total Rent per acre over 30 years = \$310,857.77					



## APPENDIX #1 – Regulatory Compliance

### I. Governing Laws and Regulations

#### A. Federal

##### 1. Statutory Requirements for the Use of Airport Revenue a. Title 49 U.S.C.

###### *A. General Requirements, 49 U.S.C. §§ 47107(b) and 47133*

1. The current provisions restricting the use of airport revenue are found at 49 U.S.C. §§ 47107(b), and 47133. Section 47107(b) requires the Secretary, prior to approving a project grant application for airport development, to obtain written assurances regarding the use of airport revenue and state and local taxes on aviation fuel. **Section 47107(b)(1) requires the airport owner or operator to provide assurances that local taxes on aviation fuel (except taxes in effect on December 30, 1987) and the revenues generated by a public airport will be expended for the capital or operating costs of—**

- a. The airport;
- b. The local airport system; or
- c. Other local facilities owned or operated by the airport owner or operator and directly and substantially related to the air transportation of passengers or property.

###### *B. Exception for Certain Preexisting Arrangements (Grandfather Provisions)*

Section 47107(b)(2) provides an exception to the requirements of Section 47107(b)(1) for airport owners or operators having certain financial arrangements in effect prior to the enactment of the AAIA. This provision is commonly referred to as the “grandfather” provision. It states: Paragraph (1) of this subsection does not apply if a provision enacted not later than September 2, 1982, in a law controlling financing by the airport owner or operator, or a covenant or assurance in a debt obligation issued not later than September 2, 1982, by the owner or operator, provides that the revenues, including local taxes on aviation fuel at public airports, from any of the facilities of the owner or operator, including the airport, be used to support not only the airport but also the general debt obligations or other facilities of the owner or operator.

###### *C. Application of 49 U.S.C. § 47133 1.*

**Section 47133 imposes the same requirements on all airports, privately owned or publicly-owned, that are the subject of Federal assistance.** Subsection 47133(a) states that: Local taxes on aviation fuel (except taxes in effect on December 30, 1987) or **the revenues generated by an airport that is the subject of Federal assistance may not be expended for any purpose other than the capital or operating costs of—**

- (a) the airport;
- (b) The local airport system; or
- (c) Other local facilities owned or operated by the person or entity that owns or operates the airport that is directly and substantially related to the air transportation of persons or property.

2. Section 47133(b) contains the same grandfather provisions as section 47107(b).

3. Enactment of section 47133 resulted in three fundamental changes to the revenue-use obligation, as reflected in the applicability section of this policy statement.

a. Privately owned airports receiving Federal assistance (as defined in this policy statement) after October 1, 1996, are subject to the revenue-use requirement.

b. In addition to airports receiving AIP grants, airports receiving Federal assistance in the form of gifts of property after October 1, 1996, are subject to the revenue-use requirement.

c. For any airport or airport operator that is subject to the revenue-use requirement on or after October 1, 1996, the revenue-use requirement applies indefinitely.

## **2. FAA Grant Assurances**

### **#25. Airport Revenues.**

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. Provided, however, that if covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

## **3. Statutory Requirements – Airport Economic Development**

### **a. FAA Grant Assurances**

### **#22. Economic Nondiscrimination.**

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

### **#23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply: a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

## **#24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

### **4. FAA Policy Regarding Airport Rates and Charges – June 19, 1996**

#### ***Principles Applicable to Airport Rates and Charges***

1. In general, the Department relies upon airport proprietors, aeronautical users, and the market and institutional arrangements within which they operate, to ensure compliance with applicable legal requirements. Direct Federal intervention will be available, however, where needed.
2. Rates, fees, rentals, landing fees, and other service charges (“fees”) imposed on aeronautical users for aeronautical use of airport facilities (“aeronautical fees”) must be fair and reasonable.
3. Aeronautical fees may not unjustly discriminate against aeronautical users or user groups.
4. Airport proprietors must maintain a fee and rental structure that in the circumstances of the airport makes the airport as financially self-sustaining as possible.
5. In accordance with relevant Federal statutory provisions governing the use of airport revenue, airport proprietors may expend revenue generated by the airport only for statutorily allowable purposes.

#### ***Local Negotiation and Resolution***

1. In general, the Department relies upon airport proprietors, aeronautical users, and the market and institutional arrangements within which they operate, to ensure compliance with applicable legal requirements. Direct Federal intervention will be available, however, where needed.

1.1 The Department encourages direct resolution of differences at the local level between aeronautical users and the airport proprietor. Such resolution is best achieved through adequate and timely consultation between the airport proprietor and the aeronautical users about airport fees.

1.1.1 Airport proprietors should consult with aeronautical users well in advance, if practical, of introducing significant changes in charging systems and procedures or in the level of charges. The proprietor should provide adequate information to permit aeronautical users to evaluate the airport proprietor’s justification for the change and to assess the reasonableness of the proposal. For consultations to be effective, airport proprietors should give due regard to the views of aeronautical users and to the effect upon them of changes in fees. Likewise, aeronautical users should give due regard to the views of the airport proprietor and the financial needs of the airport.

1.1.2 To further the goal of effective consultation, Appendix 1 of this policy statement contains a description of information that the Department considers would be useful to the U.S. and foreign air carriers and other aeronautical users to permit meaningful consultation and evaluation of a proposal to modify fees.

1.1.3 Airport proprietors should consider the public interest in establishing airport fees, and aeronautical users should consider the public interest in consulting with airports on setting such fees.

1.1.4 Airport proprietors and aeronautical users should consult and make a good-faith effort to reach agreement. Absent agreement, airport proprietors are free to act in accordance with their proposals, subject to review by the Secretary or the Administrator on complaint by the user or, in the case of fees subject to 49 U.S.C. § 47129, upon request by the airport operator, or, in unusual circumstances, on the Department’s initiative.

1.1.5 To facilitate local resolution and reduce the need for direct Federal intervention to resolve differences over aeronautical fees, the Department encourages airport proprietors and aeronautical users to include alternative dispute resolution procedures in their lease and use agreements.

1.1.6 Any newly established fee or fee increase that is the subject of a complaint under 49 U.S.C. § 47129 that is not dismissed by the Secretary must be paid to the airport proprietor under protest by the complainant. Unless the airport proprietor and complainant agree otherwise, the airport proprietor will obtain a letter of credit, or surety bond, or other suitable credit instrument in accordance with the provisions of 49 U.S.C. § 47129(d). Pending issuance of a final order determining reasonableness, an airport proprietor may not deny a complainant currently providing air service at the airport reasonable access to airport facilities or services, or otherwise interfere with that complainant's prices, routes, or services, as a means of enforcing the fee, if the complainant has complied with the requirements for payment under protest.

1.2 Where airport proprietors and aeronautical users have been unable, despite all reasonable efforts, to resolve disputes between them, the Department will act to resolve the issues raised in the dispute.

1.2.1 In the case of a fee imposed on one or more U.S. air carriers or foreign air carriers, the Department will issue a determination on the reasonableness of the fee upon the filing of a written request for a determination by the airport proprietor or, if the Department determines that a significant dispute exists, upon the filing of a complaint by one or more U.S. air carriers or foreign air carriers, in accordance with 49 U.S.C. § 47129 and implementing regulations. Pursuant to the provisions of 49 U.S.C. § 47129, the Department may only determine whether a fee is reasonable or unreasonable, and may not set the level of the fee.

1.2.2 The Department will first offer its good offices to help parties reach a mutually satisfactory outcome in a timely manner. Prompt resolution of these disputes is always desirable since extensive delay can lead to uncertainty for the public and a hardening of the parties' positions. U.S. air carriers and foreign air carriers may request the assistance of the Department in advance of or in lieu of the formal complaint procedure described in 1.2.1.; however, the 60-day period for filing a complaint under § 47129 shall not be extended or tolled by such a request.

1.2.3 In the case of fees imposed on other aeronautical users, where negotiations between the parties are unsuccessful and a complaint is filed alleging that airport fees violate an airport proprietor's federal grant obligations, the Department will, where warranted, exercise the agency's broad statutory authority to review the legality of those fees and to issue such determinations and take such actions as are appropriate based on that review. Other aeronautical users may also request the assistance of the Department in advance of, or in lieu of, the filing of a formal complaint with the FAA.

1.3 Airport proprietors must retain the ability to respond to local conditions with flexibility and innovation. An airport proprietor is encouraged to achieve consensus and agreement with its aeronautical users before implementing a practice that would represent a major departure from this guidance. However, the requirements of any law, including the requirements for the use of airport revenue, may not be waived, even by agreement with the aeronautical users.

### ***Fair and Reasonable Fees***

2. Rates, fees, rentals, landing fees, and other service charges ("fees") imposed on aeronautical users for the aeronautical use of the airport ("aeronautical fees") must be fair and reasonable.

2.1 Federal law does not require a single approach to airport rate-setting. Fees may be set according to a "residual" or "compensatory" rate setting methodology, or any combination of the two, or according to another rate-setting methodology, as long as the methodology used is applied consistently to similarly situated aeronautical users and conforms with the requirements of this policy. Airport proprietors may set fees for aeronautical use of airport facilities by ordinance, statute or resolution, regulation, or agreement.

2.1.1 Aeronautical users may receive a cross-credit of non-aeronautical revenues only if the airport proprietor agrees. Agreements providing for such cross-crediting are commonly referred to as "residual agreements" and generally provide a sharing of non-aeronautical revenues with aeronautical users. The aeronautical users may in turn agree to assume part or all of the liability

for non-aeronautical costs. An airport proprietor may cross-credit non-aeronautical revenues to aeronautical users even in the absence of such an agreement, but an airport proprietor may not require aeronautical users to cover losses generated by non-aeronautical facilities except by agreement.

2.1.2 In other situations, an airport proprietor assumes all liability for airport costs and retains all airport revenues for its own use in accordance with Federal requirements. This approach to airport rate-setting is generally referred to as the compensatory approach.

2.1.3 Airports frequently adopt rate setting systems that employ elements of both approaches.

2.2 Revenues from fees imposed for use of the airfield ("airfield revenues") may not exceed the costs to the airport proprietor of providing airfield services and airfield assets currently in aeronautical use unless otherwise agreed to by the affected aeronautical users.

2.3 The "rate base" is the total of all costs of providing airfield facilities and services to aeronautical users (which may include a share of public-use roadway costs allocated to the airfield in accordance with this policy) that may be recovered from aeronautical users through fees charged for providing airfield aeronautical services and facilities ("airfield fees"). Airport proprietors must employ a reasonable, consistent, and "transparent" (i.e., clear and fully justified) method of establishing the rate base and adjusting the rate base on a timely and predictable schedule.

2.4 Except as provided in paragraph 2.5.3(a) below or by agreement with aeronautical users, costs properly included in the rate base are limited to all operating and maintenance expenses directly and indirectly associated with the provision of airfield aeronautical facilities and services, including environmental costs, as set forth below, (and may include a share of public-use roadway costs allocated to the airfield in accordance with this policy); all capital costs associated with the provision of airfield aeronautical facilities and services currently in use, as set forth below; and current costs of planning future aeronautical airfield facilities and services. In addition, a private equity owner of an airport can include a reasonable return on investment in the airfield.

2.4.1 The airport proprietor may include in the rate base, at a reasonable rate, imputed interest on funds used to finance airfield capital investments for aeronautical use or lands acquired for airfield use, as provided below, except to the extent that the funds are generated by airfield fees. However, the airport proprietor may not include in the rate base imputed interest on funds obtained by debt-financing if the debt service costs of those funds are also included in the rate base.

(a) A private equity owner of an airport who has included a reasonable rate of return element in the rate base may not include an imputed interest charge as well.

2.4.2 Airport proprietors may include reasonable environmental costs in the rate base to the extent that the airport proprietor incurs a corresponding actual expense. All revenues received based on the inclusion of these costs in the rate base are subject to Federal requirements on the use of airport revenue. Reasonable environmental costs include, but are not necessarily limited to, the following:

(a) the costs of investigating and remediating environmental contamination caused by airfield operations at the airport at least to the extent that such investigation or remediation is required by or consistent with local, state or federal environmental law, and to the extent such requirements are applied to other similarly situated enterprises.

(b) the cost of mitigating the environmental impact of an airport development project (if the development project is one for which costs may be included in the rate base), at least to the extent that these costs are incurred in order to secure necessary approvals for such projects, including but not limited to approvals under the National Environmental Policy Act and similar state statutes;

(c) the costs of aircraft noise abatement and mitigation measures, both on and off the airport, including but not limited to land acquisition and acoustical insulation expenses, to the extent that such measures are undertaken as part of a comprehensive and publicly-disclosed airport noise compatibility program; and

(d) the costs of insuring against future liability for environmental contamination caused by current airfield activities. Under this provision, the costs of self-insurance may be included in the rate base only to the extent that they are incurred pursuant to a self-insurance program that conforms to applicable standards for self-insurance practices.



2.4.3 Airport proprietors are encouraged to establish fees with due regard for economy and efficiency.

2.4.4 The airport proprietor may include in the rate base amounts needed to fund debt service and other reserves and to meet cash flow requirements as specified in financing agreements or covenants (for facilities in use), including, but not limited to, reasonable amounts to meet debt-service coverage requirements; to fund cash reserves to protect against the risks of cash-flow fluctuations associated with normal airfield operations; and to fund reasonable cash reserves to protect against other contingencies.

2.4.5 Unless otherwise agreed by aeronautical users, the airport proprietor must allocate capital and operating costs among cost centers in accordance with the following guidance, which is based on the principle of cost causation:

(a) Costs of airfield facilities and services directly used by the aeronautical users may be fully included in the rate base, in a manner consistent with this policy. For example, the capital cost of a runway may be included in the rate base used to establish landing fees.

(b) Costs of airport facilities and services used for both aeronautical and non-aeronautical uses (shared costs) may be included in the rate base if the facility or service in question supports the airfield activity reflected in that rate base. The portion of shared costs allocated to aeronautical users and among aeronautical uses should not exceed an amount that reflects the respective aeronautical purposes and proportionate aeronautical uses of the facility in relation to each other and in relation to the non-aeronautical use of the facility, and must be allocated by a reasonable, "transparent" and not unjustly discriminatory methodology. Aeronautical users may not be allocated all costs of facilities or services that are used by both aeronautical and non-aeronautical users unless they agree to that allocation. Likewise, the airfield may not be allocated all of the aeronautical share of commonly-used facilities or services, unless the airfield is the only aeronautical use the facility or service supports.

2.5 Airport proprietors must comply with the following practices in establishing the rate base, provided, however, that one or more aeronautical users may agree to a rate base that deviates from these practices in the establishment of those users' fees.

2.5.1 In determining the total costs that may be recovered from fees for the use of airfield assets and public-use roadways in the rate base, the airport proprietor must value them according to their historic cost to the original airport proprietor (HCA). Subsequent airport proprietors generally shall acquire the cost basis of such assets at the original airport proprietor's historic cost, adjusted for subsequent improvements.

(a) Where the land associated with airfield facilities and public use roadways was acquired with debt-financing, the airport proprietor may include such land in the rate base by charging all debt service expenditures incurred by the airport proprietor, including principal, interest and reasonable amounts to meet debt-service coverage requirements.

(b) If such land was acquired with internally generated funds or donated by the airport sponsor (the entity that executes grant agreements with the FAA for airport improvements), the airport proprietor may elect to either include a reasonable amortization charge in the rate base or to retain the full value of the land in the rate base and charge imputed interest in accordance with this policy. The Department considers it unreasonable to alternate between methodologies to obtain undue compensation.

(c) In determining whether an amortization charge is reasonable under paragraph (b), the Department will consider, among other factors, whether the airport proprietor selected an amortization period that gives appropriate recognition to the non-wasting nature of land.

(d) Upon retirement of the debt or completion of the amortization (when the airport proprietor has elected amortization), the land may no longer be included in the rate base.

(e) The airport proprietor may use a reasonable and not unjustly discriminatory methodology to allocate the total airfield costs among individual components of the airfield to enhance the efficient use of the airfield, even if that methodology results in fees charged for a particular segment that exceed that segment's pro rata share of costs based on HCA valuation.

2.5.2 When assets in the rate-base have different costs, the airport proprietor may combine the costs of comparable assets to develop a single cost basis for those assets.

2.5.3 Except as provided below or as otherwise agreed by airfield users, the costs of facilities not yet built and operating may not be included in the rate base. However, the debt-service

and other carrying costs incurred by the airport proprietor during construction may be capitalized and amortized once the facility is put in service. The airport proprietor may include in the rate base the cost of land that facilitates the current operations of the airfield.

(a) The Department will consider an airport proprietor's claim that inclusion of the costs of land acquired for future airport development is reasonable if (i) costs of land surrounding the airport are rising; (ii) incompatible uses and development are encroaching on available land; (iii) land probably will not be available for airport use in the future; and (iv) the development for which the land is being acquired is contained in the airport proprietor's currently effective five-year capital improvement plan for the airport.

2.5.4 The rate base of an airport may include costs associated with another airport currently in use only if: (1) The proprietor of the first airport is also the proprietor of the other airport; (2) the other airport is currently in use; and (3) the costs of the other airport to be included in the first airport's rate base are reasonably related to the aviation benefits that the other airport provides or is expected to provide to the aeronautical users of the first airport.

(a) Element no. 3 above will be presumed to be satisfied if the other airport is designated as a reliever airport for the first airport in the FAA's National Plan of Integrated Airport Systems ("NPIAS").

(b) In the case of a methodology of charging for a system of airports that is in place on the effective date of this policy, the Department will consider an airport proprietor's claim that the methodology is reasonable, even if all three elements are not satisfied.

(c) If an airport proprietor closes an operating airport as part of an approved plan for the construction and opening of a new airport, reasonable costs of disposition of the closed airport facility may be included in the rate base of the new airport, to the extent that such costs exceed the proceeds from the disposition. The Department would not ordinarily consider redevelopment costs to be a reasonable cost of disposition.

(d) Pending reasonable disposition of the closed airport, the airport proprietor may charge airfield users at the new airport for reasonable maintenance costs of the old airport, provided that those costs are refunded or credited-back to those users upon the receipt of the proceeds from a whole or partial disposition.

2.6 For other facilities and land not covered by Paragraph 2.2, the airport proprietor may use any reasonable methodology to determine fees, so long as the methodology is justified and applied on a consistent basis to comparable facilities, subject to the provisions of paragraphs 2.7 and 4.2.1 below.

2.6.1 Reasonable methodologies may include, but are not limited to, historic cost valuation, direct negotiation with aeronautical users, or objective determinations of fair market value.

2.6.2 If an airport proprietor determines fees for such other facilities on the basis of HCA costs, the airport proprietor must follow the guidance set forth in paragraph 2.4.5 for the allocation of shared costs.

2.7 At all times, airport proprietors must comply with the following practices:

2.7.1 Indirect costs may not be included in the fees charged for aeronautical use of the airport unless they are based on a reasonable, "transparent" cost allocation formula calculated consistently for other units or cost centers within the control of the airport sponsor.

2.7.2 The costs of airport development or planning projects paid for with federal government grants and contributions or passenger facility charges (PFCs) may not be included in the fees charged for aeronautical use of the airport.

(a) In the case of a PFC-funded project for terminal development, for gates and related areas, or for a facility that is occupied by one or more carriers on an exclusive or preferential use basis, the fees paid to use those facilities shall be no less than the fees charged for similar facilities that were not financed with PFC revenue.

### ***Prohibition on Unjust Discrimination***

3. Aeronautical fees may not unjustly discriminate against aeronautical users or user groups.

3.1 The airport proprietor must apply a consistent methodology in establishing fees for comparable aeronautical users of the airport. When the airport proprietor uses a cost-based methodology, aeronautical fees imposed on any aeronautical user or group of aeronautical users may

not exceed the costs allocated to that user or user group under a cost allocation methodology adopted by the airport proprietor that is consistent with this guidance, unless aeronautical users otherwise agree.

3.1.1 The prohibition on unjust discrimination does not prevent an airport proprietor from making reasonable distinctions among aeronautical users (such as signatory and non-signatory carriers) and assessing higher fees on certain categories of aeronautical users based on those distinctions (such as higher fees for non-signatory carriers, as compared to signatory carriers).

3.2 A properly structured peak pricing system that allocates limited resources using price during periods of congestion will not be considered to be unjustly discriminatory. An airport proprietor may, consistent with the policies expressed in this policy statement, establish fees that enhance the efficient utilization of the airport.

3.3 Relevant provisions of the Convention on International Civil Aviation (Chicago Convention) and many bilateral aviation agreements specify, inter alia, that charges imposed on foreign airlines must not be unjustly discriminatory, must not be higher than those imposed on domestic airlines engaged in similar international air services and must be equitably apportioned among categories of users.

Charges to foreign air carriers for aeronautical use that are inconsistent with these principles will be considered unjustly discriminatory or unfair and unreasonable.

3.4 Allowable costs—costs properly included in the rate base—must be allocated to aeronautical users by a transparent, reasonable, and not unjustly discriminatory rate-setting methodology. The methodology must be applied consistently and cost differences must be determined quantitatively, when practical.

3.4.1 Common costs (costs not directly attributable to a specific user group or cost center) must be allocated according to a reasonable, transparent and not unjustly discriminatory cost allocation methodology that is applied consistently, and does not require any aeronautical user or user group to pay costs properly allocable to other users or user groups.

### ***Requirement To Be Financially Self-Sustaining***

4. Airport proprietors must maintain a fee and rental structure that in the circumstances of the airport makes the airport as financially self-sustaining as possible.

4.1 If market conditions or demand for air service do not permit the airport to be financially self-sustaining, the airport proprietor should establish long term goals and targets to make the airport as financially self-sustaining as possible.

4.1.1 Airport proprietors are encouraged, when entering into new or revised agreements or otherwise establishing rates, charges, and fees, to undertake reasonable efforts to make their particular airports as self-sustaining as possible in the circumstances existing at such airports.

(a) Absent agreement with aeronautical users, the obligation to make the airport as self-sustaining as possible does not permit the airport proprietor to establish fees for the use of the airfield that exceed the airport proprietor's airfield costs.

(b) For those facilities for which this policy permits the use of fair market value, the Department does not construe the obligation on self-sustainability to compel the use of fair market value to establish fees.

4.1.2 At some airports, market conditions may not permit an airport proprietor to establish fees that are sufficiently high to recover aeronautical costs and sufficiently low to attract and retain commercial aeronautical services. In such circumstances, an airport proprietor's decision to charge rates that are below those needed to achieve self-sustainability in order to assure that services are provided to the public is not inherently inconsistent with the obligation to make the airport as self-sustaining as possible in the circumstances.

4.2 In establishing new fees, and generating revenues from all sources, airport owners and operators should not seek to create revenue surpluses that exceed the amounts to be used for airport system purposes and for other purposes for which airport revenues may be spent under 49 U.S.C. § 47107(b)(1), including reasonable reserves and other funds to facilitate financing and to cover contingencies. While fees charged to non-aeronautical users may exceed the costs of service to

those users, the surplus funds accumulated from those fees must be used in accordance with § 47107(b).

4.2.1 The Department assumes that the limitation on the use of airport revenue and effective market discipline for aeronautical services and facilities other than the airfield will be effective in holding aeronautical revenues, over time, to the airport proprietor's costs of providing aeronautical services and facilities, including reasonable capital costs. However, the progressive accumulation of substantial amounts of surplus aeronautical revenue may warrant an FAA inquiry into whether aeronautical fees are consistent with the airport proprietor's obligations to make the airport available on fair and reasonable terms.

### **Requirements Governing Revenue Application and Use**

5. In accordance with relevant Federal statutory provisions governing the use of airport revenue, airport proprietors may expend revenue generated by the airport only for statutorily allowable purposes.

5.1 Additional information on the statutorily allowed uses of airport revenue is contained in separate guidance published by the FAA pursuant to § 112 of the FAA Authorization Act of 1994, which is codified at 49 U.S.C. § 47107(l).

5.2. The progressive accumulation of substantial amounts of airport revenues may warrant an FAA inquiry into the airport proprietor's application of revenues to the local airport system.

Issued in Washington, DC, on June 14, 1996.

**Federico Pena,**  
*Secretary of Transportation.*

**David R. Hinson,**  
*Administrator, Federal Aviation Administration.*

### **Information for Aeronautical User Charges Consultations**

The Department of Transportation ordinarily expects the following information to be available to aeronautical users in connection with consultations over changes in airport rates and charges:

1. Historic Financial Information covering two fiscal years prior to the current year including, at minimum, a profit and loss statement, balance sheet and cash flow statement for the airport implementing the charges, and any financial reports prepared by the airport proprietor to satisfy the provisions of 49 USC §§ 47107(a)(19) and 47107(k).

2. Justification. Economic, financial and/or legal justification for changes in the charging methodology or in the level of aeronautical rates and charges at the airport. Airports should provide information on the aeronautical costs they are including in the rate base.

3. Traffic Information. Annual numbers of terminal passengers and aircraft movements for each of the two preceding years.

4. Planning and Forecasting Information.

(a) To the extent applicable to current or proposed fees, the long-term airport strategy setting out long-term financial and traffic forecasts, major capital projects and capital expenditure, and particular areas requiring strategic action. This material should include any material provided for public or government reviews of major airport developments, including analyses of demand and capacity and expenditure estimates.

(b) Accurate, complete information specific to the airport for the current and the forecast year, including the current and proposed budgets, forecasts of airport charges revenue, the projected number of landings and passengers, expected operating and capital expenditures, debt service payments, contributions to restricted funds, or other required accounts or reserves.

(c) To the extent the airport uses a residual or hybrid charging methodology, a description of key factors expected to affect commercial or other non-aeronautical revenues and operating costs in the current and following years.

[FR Doc. 96-15687 Filed 6-19-96; 8:45 am]

# Oneida County Department of Public Works

ANTHONY J. PICENTE JR.  
County Executive

JOHN J. WILLIAMS  
Commissioner

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

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

July 30, 2009

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

Dear County Executive Picente,

Proposals were solicited and received from qualified Consultants to prepare plans and provide construction administration services for the renovation of the facility located at 300 W. Dominick St. in Rome, NY. On July 15, 2009 the Oneida County Board of Acquisition and Contract accepted the proposal from Bonacci Architects of Utica, NY, for \$122,295.00.

Please consider the enclosed contract with Bonacci Architects to provide the above mentioned services and if acceptable forward to the Oneida County Board of Legislators. The schedule and timing for this project are critical. Therefore please request consideration by the Oneida County Board of Legislators by **August 26, 2009**.

Thank you for your support.

Sincerely,

John J. Williams  
Commissioner

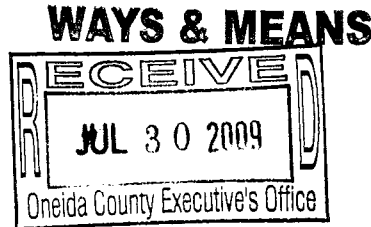
By,



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

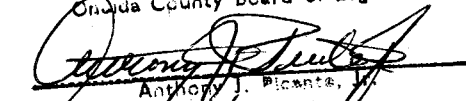
cc: Project File/RF

7/12/2009-334  
**PUBLIC WORKS**



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ONEIDA COUNTY LEGISLATURE  
2009 AUG -7 11:10:50

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



Anthony J. Picente, Jr.  
County Executive  
Date 8/2/09

Oneida County Department: Public Works

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

## Oneida County Board of Legislators Contract Summary

Name of Proposing Organization: **Bonacci Architects, Utica, NY**  
Title of Activity or Service: **Professional Consulting Services**  
Client Population/Number to be Served: **N/A**

Summary Statements:

1) Narrative Description of Proposed Services:

**Prepare bid documents and provide construction administration services for renovation of a facility located at 300 W. Dominick St. in Rome, NY.**

2) Program/Service Objectives and Outcomes:

**Renovate facility to accommodate County Offices including DSS, Health Department, and Working Solutions.**

3) Program Design and Staffing Level:

**N/A**

Total Funding Requested: **\$122,295.00**

Oneida County Department Funding Recommendation: **\$122,295.00** Account # **H-441**

Proposed Funding Source: Federal 0% State 0% County 100%

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

Past Performance Data: **N/A**

Oneida County Department Staff Comments

# Memo

To: John J. Williams  
Secretary, Board of Acquisition & Contract

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

Date: July 9, 2009

Re: H-441, 300 West Dominick Street  
Professional Consulting Services

Proposals were solicited from professional consultants to prepare plans and provide construction administration for renovation of 300 W. Dominick Street. Results are as follows.

Consultant	Proposed Fee
Bonacci Architects Utica, NY	\$122,295.00
MARCH Associates Utica, NY	\$134,000.00
Alesia & Crewell Architects New Hartford, NY	\$155,000.00

I recommend acceptance of the proposal from Bonacci Architects for \$122,295.00 to prepare plans and provide construction administration for renovation of 300 W. Dominick St., Rome.

cc: Project File  
RF

22.1



# AIA<sup>®</sup> Document B101<sup>™</sup> – 2007

## Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_  
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:  
(Name, legal status, address and other information)

Oneida County  
800 Park Ave  
Utica, NY 13501

and the Architect:  
(Name, legal status, address and other information)

Bonacci Architects, PLLC  
116 Business Park Drive  
Utica, New York 13502

for the following Project:  
(Name, location and detailed description)

300 W. Dominick St. Renovation  
300 W. Dominick St.  
Rome, NY

The Owner and Architect agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

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User Notes:

(944860471)



TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

*(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)*

Exhibit A - Other Conditions and Services

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

November 1, 2009

.2 Substantial Completion date:

March 1, 2010

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

27.

Init.

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User Notes:

(944860471)

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:  
*(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)*

- .1 General Liability  
\$1,000,000.00
- .2 Automobile Liability  
\$1,000,000.00
- .3 Workers' Compensation  
\$1,000,000.00
- .4 Professional Liability  
\$1,000,000.00

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.

28

Init.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### § 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and

29

Init.

electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

#### § 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

#### § 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

##### § 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

##### § 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

30.

Init.

### § 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

### § 3.6 CONSTRUCTION PHASE SERVICES

#### § 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

#### § 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

31.

Init.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### § 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

### § 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests

32

Init.

for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

**§ 3.6.5 CHANGES IN THE WORK**

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

**§ 3.6.6 PROJECT COMPLETION**

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

**ARTICLE 4 ADDITIONAL SERVICES**

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

*(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)*

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming	Architect	Exhibit A
§ 4.1.2 Multiple preliminary designs	Not Provided	
§ 4.1.3 Measured drawings	Not Provided	
§ 4.1.4 Existing facilities surveys	Not Provided	

33.

Init.

§ 4.1.5	Site Evaluation and Planning (B203™–2007)	Not Provided	
§ 4.1.6	Building information modeling	Not Provided	
§ 4.1.7	Civil engineering	Not Provided	
§ 4.1.8	Landscape design	Not Provided	
§ 4.1.9	Architectural Interior Design (B252™–2007)	Not Provided	
§ 4.1.10	Value Analysis (B204™–2007)	Not Provided	
§ 4.1.11	Detailed cost estimating	Architect	Exhibit A
§ 4.1.12	On-site project representation	Architect	Exhibit A
§ 4.1.13	Conformed construction documents	Not Provided	
§ 4.1.14	As-Designed Record drawings	Not Provided	
§ 4.1.15	As-Constructed Record drawings	Architect	Exhibit A
§ 4.1.16	Post occupancy evaluation	Not Provided	
§ 4.1.17	Facility Support Services (B210™–2007)	Not Provided	
§ 4.1.18	Tenant-related services	Not Provided	
§ 4.1.19	Coordination of Owner's consultants	Not Provided	
§ 4.1.20	Telecommunications/data design	Architect	Exhibit A
§ 4.1.21	Security Evaluation and Planning (B206™–2007)	Not Provided	
§ 4.1.22	Commissioning (B211™–2007)	Not Provided	
§ 4.1.23	Extensive environmentally responsible design	Not Provided	
§ 4.1.24	LEED® Certification (B214™–2007)	Not Provided	
§ 4.1.25	Fast-track design services	Not Provided	
§ 4.1.26	Historic Preservation (B205™–2007)	Not Provided	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™–2007)	Not Provided	
§ 4.1.28	Asbestos Abatement Design and Project Monitoring	Architect	Exhibit A

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

Further Described in Exhibit A

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

34.

Init.



- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Eight ( 8 ) visits to the site by the Architect over the duration of the Project during construction
- .3 Two ( 2 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two ( 2 ) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within Twelve ( 12 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

#### ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

35.

Init.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

#### ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither

36.

Init.

the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely

37

Init.

and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### § 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

38.

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§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:  
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other (Specify)

### § 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### § 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

### ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the

39.

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Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

#### ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

**Basic Services:** Lump Sum Fee of \$82,195.00<sup>(1)</sup>

**Asbestos Abatement Design:** Not-To-Exceed Lump Sum Fee of \$9,500.00

**Reimbursable Expenses:** Zero if Oneida County purchases/handles printing directly

**Asbestos Abatement Project Monitoring:**

Sr. Project Monitor/ Air Sampling Technician: \$45.00/Hour<sup>(2)</sup>

**Unit Price per sample analysis of Asbestos Containing Materials/Air Samples:**

Friable PLM	\$18/sample (24hr)
NOB PLM	\$35/sample (5 day)
NOB TEM	\$35/sample (5 day)
PCM	\$10/sample (24hr) <sup>(3)</sup>
TEM	\$70/sample (24hr)
LBP wipes	\$15/sample (24hr)

<sup>(1)</sup> Construction Administration (CA) and Construction Management (CM) combined in B144/Arch-CM amendment.

<sup>(2)</sup> Overtime when required would be billed at 1½ times regular hourly rate.

<sup>(3)</sup> Includes cassette, pump rental, and daily faxing to Oneida County.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

See Exhibit A

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation.)*

See Exhibit A

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Five Percent ( 5% ), or as otherwise stated below:

41.

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§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	\$14,695.00	percent (	)
Design Development Phase	\$22,500.00	percent (	)
Construction Documents Phase	\$41,500.00	percent (	)
Bidding or Negotiation Phase	\$3,500.00	percent (	)
Construction Phase	(See B141)	percent (	)
<b>Total Basic Compensation</b>		<b>one hundred</b>	<b>percent ( 100 )</b>

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Exhibit B

Employee or Category	Rate
----------------------	------

#### § 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero Percent ( 0% ) of the expenses incurred.

#### § 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

42.

Init.



**§ 11.10 PAYMENTS TO THE ARCHITECT**

**§ 11.10.1** An initial payment of Zero Dollars ( \$ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

**§ 11.10.2** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Ninety ( 90 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.  
*(Insert rate of monthly or annual interest agreed upon.)*

**§ 11.10.3** The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

**§ 11.10.4** Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

Exhibit A – Other Terms and Conditions

**ARTICLE 13 SCOPE OF THE AGREEMENT**

**§ 13.1** This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

**§ 13.2** This Agreement is comprised of the following documents listed below:

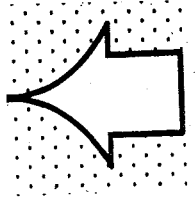
- .1 AIA Document B101™–2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:
  
- .3 Other documents:  
*(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)*

Exhibit A – Other Terms and Conditions  
Exhibit B – Hourly Rate Schedule  
Exhibit C – Consultant Recycling and Solid Waste Management Form  
Exhibit D – Certification of Consultant

43.

Init.

This Agreement entered into as of the day and year first written above.



OWNER

ARCHITECT

*(Signature)*

Anthony J. Picente Jr.  
Oneida County Executive

*(Printed name and title)*

*(Signature)*

David J. Bonacci, AIA  
Principal

*(Printed name and title)*

Approved As To Form

Oneida County Attorney

44.

Init.

# Additions and Deletions Report for AIA® Document B101™ – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:00:54 on 07/16/2009.

## PAGE 1

AGREEMENT made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_

...

Oneida County  
800 Park Ave  
Utica, NY 13501

...

Bonacci Architects, PLLC  
116 Business Park Drive  
Utica, New York 13502

...

300 W. Dominick St. Renovation  
300 W. Dominick St.  
Rome, NY

## PAGE 2

Exhibit A - Other Conditions and Services

...

November 1, 2009

...

March 1, 2010

## PAGE 3

\$1,000,000.00

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\$1,000,000.00

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\$1,000,000.00

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\$1,000,000.00

PAGE 8

§ 4.1.1	Programming	Architect	Exhibit A
§ 4.1.2	Multiple preliminary designs	Not Provided	
§ 4.1.3	Measured drawings	Not Provided	
§ 4.1.4	Existing facilities surveys	Not Provided	
§ 4.1.5	Site Evaluation and Planning (B203™-2007)	Not Provided	
§ 4.1.6	Building information modeling	Not Provided	
§ 4.1.7	Civil engineering	Not Provided	
§ 4.1.8	Landscape design	Not Provided	
§ 4.1.9	Architectural Interior Design (B252™-2007)	Not Provided	
§ 4.1.10	Value Analysis (B204™-2007)	Not Provided	
§ 4.1.11	Detailed cost estimating	Architect	Exhibit A
§ 4.1.12	On-site project representation	Architect	Exhibit A
§ 4.1.13	Conformed construction documents	Not Provided	
§ 4.1.14	As-Designed Record drawings	Not Provided	
§ 4.1.15	As-Constructed Record drawings	Architect	Exhibit A
§ 4.1.16	Post occupancy evaluation	Not Provided	
§ 4.1.17	Facility Support Services (B210™-2007)	Not Provided	
§ 4.1.18	Tenant-related services	Not Provided	
§ 4.1.19	Coordination of Owner's consultants	Not Provided	
§ 4.1.20	Telecommunications/data design	Architect	Exhibit A
§ 4.1.21	Security Evaluation and Planning (B206™-2007)	Not Provided	
§ 4.1.22	Commissioning (B211™-2007)	Not Provided	
§ 4.1.23	Extensive environmentally responsible design	Not Provided	
§ 4.1.24	LEED® Certification (B214™-2007)	Not Provided	
§ 4.1.25	Fast-track design services	Not Provided	
§ 4.1.26	Historic Preservation (B205™-2007)	Not Provided	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™-2007)	Not Provided	
§ 4.1.28	Asbestos Abatement Design and Project Monitoring	Architect	Exhibit A

PAGE 9

Further Described in Exhibit A

PAGE 10

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Eight ( 8 ) visits to the site by the Architect over the duration of the Project during construction
- .3 Two ( 2 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two ( 2 ) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within Twelve ( 12 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

46.

PAGE 16

Basic Services: Lump Sum Fee of \$82,195.00<sup>(1)</sup>

Asbestos Abatement Design: Not-To-Exceed Lump Sum Fee of \$9,500.00

Reimbursable Expenses: Zero if Oneida County purchases/handles printing directly

**Asbestos Abatement Project Monitoring:**

Sr. Project Monitor/ Air Sampling Technician: \$45.00/Hour<sup>(2)</sup>

**Unit Price per sample analysis of Asbestos Containing Materials/Air Samples:**

Friable PLM	\$18/sample (24hr)
NOB PLM	\$35/sample (5 day)
NOB TEM	\$35/sample (5 day)
PCM	\$10/sample (24hr) <sup>(3)</sup>
TEM	\$70/sample (24hr)
LBP wipes	\$15/sample (24hr)

<sup>(1)</sup> Construction Administration (CA) and Construction Management (CM) combined in B144/Arch-CM amendment.

<sup>(2)</sup> Overtime when required would be billed at 1½ times regular hourly rate.

<sup>(3)</sup> Includes cassette, pump rental, and daily faxing to Oneida County.

...

See Exhibit A

...

See Exhibit A

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Five Percent ( 5% ), or as otherwise stated below:

PAGE 17

Schematic Design Phase	<u>\$14,695.00</u>	percent (	%)
Design Development Phase	<u>\$22,500.00</u>	percent (	%)
Construction Documents Phase	<u>\$41,500.00</u>	percent (	%)
Bidding or Negotiation Phase	<u>\$3,500.00</u>	percent (	%)
Construction Phase	<u>(See B141)</u>	percent (	%)

...

Exhibit B

...

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero Percent ( 0% ) of the expenses incurred.

PAGE 18

47

§ 11.10.1 An initial payment of Zero Dollars (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Ninety ( 90 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

Exhibit A – Other Terms and Conditions

...

Exhibit A – Other Terms and Conditions

Exhibit B – Hourly Rate Schedule

Exhibit C – Consultant Recycling and Solid Waste Management Form

Exhibit D – Certification of Consultant

PAGE 19

Anthony J. Picente Jr.  
Oneida County Executive

David J. Bonacci, AIA  
Principal

...

Approved As To Form

\_\_\_\_\_  
Oneida County Attorney

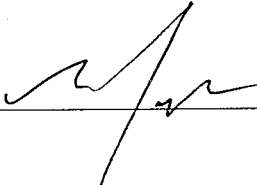
48.

## Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Mark E. Laramie, PE, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:00:54 on 07/16/2009 under Order No. 4033495421\_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2007 - Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

  
Mark E. Laramie, P. E.  
Deputy Commissioner

(Title)

Division of Engineering  
Oneida County D. P. W.

(Dated)

07/16/09

EXHIBIT A  
OTHER TERMS AND CONDITIONS

- 1) The provisions of this article take precedence over any conflicting provision of this agreement and shall survive termination of the agreement for any cause.
- 2) Delete Paragraph 3.5.2.2.1, in its entirety.
- 3) Delete Paragraph 3.5.2.2.2, in its entirety.
- 4) Delete Paragraph 3.5.2.2.3, in its entirety.
- 5) Delete Article 7, Copyrights and Licenses, in its entirety.
- 6) Delete Section 8.2, Mediation, in its entirety.
- 7) Delete Section 8.3, Arbitration, in its entirety.
- 8) Delete Section 11.9, Compensation for Use of Architects Instruments of Service, in its entirety.
- 9) The services to be provided by this consultant shall be in compliance with the accepted practice of the appropriate profession. The execution of this project shall be progressed in accordance with applicable Oneida County policies and design criteria.
- 10) Consultant shall have on staff, or as a sub-consultant, a Professional Engineer or Registered Architect recognized by the New York State Education Department.
- 11) Project Scope of Work shall include, but not be limited to, the following.
  - a) Oneida County has purchased property and facilities located at 300 W. Dominick St., Rome, NY for the purpose of creating an office building. There is approximately 32,000 square feet of space that will be converted to office space and another 16,000 square feet of basement space that will be converted to records and file storage.
    - i) County Offices to be relocated include:
      - (1) Oneida County Department of Social Services
        - (a) Up to 6 Programs
        - (b) Up to 90 Employees
      - (2) Oneida County Health Department
        - (a) 1 Program
        - (b) 3 Employees
      - (3) Oneida County Working Solutions
        - (a) 1 Program
        - (b) 6 Employees
  - b) The intent of this project is to prepare plans and specifications to renovate 300 W. Dominick St. and create office space for each of the noted Departments. Each Department will be interviewed to determine program and space requirements.

SD.



EXHIBIT A  
OTHER TERMS AND CONDITIONS

- c) Timing is critical. The above mentioned departments currently occupy leased space with a November 30, 2009 lease termination date. It is recognized that a month-to-month lease extension will be required but every attempt must be made to minimize tenancy beyond November 30, 2009. Therefore, plans and specifications suitable for public bid shall be provided to Oneida County no later than (12) weeks from receipt of notice to proceed.
- d) The total budget for this project is approximately \$1,900,000.00.
- 12) Basic Services shall include, but not be limited to, the following.
- a) Prepare plans and specifications for all work identified in Section II., Project Description.
  - b) Identify and quantify asbestos containing materials impacted by this project. Cost of asbestos containing material sampling and analysis shall be included in lump sum fee for Basic Services.
  - c) Potential cost impacts caused by asbestos containing materials shall be included in all estimates.
  - d) Prepare plans and specifications for abatement of asbestos containing materials impacted by this project. Abatement design shall be done under the direct supervision of a NYSDOL certified project designer. Cost of asbestos abatement design shall be included in lump sum fee for asbestos abatement design.
  - e) Provide project monitoring/air sampling associated with abatement of asbestos containing materials. All work shall be performed by a NYSDOT certified project monitor. Cost of project monitoring/air sampling shall be paid for on a time and materials basis.
  - f) Perform detailed program analysis of County department(s) that will occupy renovated space. The analysis shall be done to determine the operational and space requirements of the department(s). This will include detailed interviews with affected County personnel.
  - g) Review program analysis with each Department to verify accuracy and incorporate comments into program analysis. A follow-up review will be required if there are a significant number of comments or substantial changes to the program analysis.
  - h) Prepare plans and specifications for facility renovations in accordance with final program analysis. This shall include HVAC, Plumbing, Electrical, Fire Alarm, Security System, Data System, and Telecommunications upgrades.
  - i) Review plans and specifications with each department to verify accuracy and suitability. Incorporate comments into final documents.
  - j) Inventory assets of each department and prepare plans and specifications for relocation services. If necessary, prepare plans and specifications for this work to be competitively bid.
  - k) Prepare "turn key" plans and specifications for all data and telecommunication systems. This shall include design of required wiring, hardware, software and software programming. County IT personnel and telecommunication hardware/software vendors shall be included in the design process.
  - l) Provide interior design services when necessary. Prepare plans and specifications for loose furnishings in offices and public spaces and modular furniture for cubicles and/or workgroups.
  - m) Provide detailed cost estimate prior to finalization of bid documents.
  - n) Prepare all permit applications and secure all permits.
    - i) Oneida County shall pay all permit fees.
  - o) Coordinate activities with and secure approvals from interested local and state agencies.
    - i) Interested state agencies include, but are not limited to, the NYS Department of State.
  - p) Secure current New York State prevailing wage rates and distribute subsequent revisions to interested contractors and Oneida County.
  - q) Attend project meetings biweekly and as requested by Oneida County.
  - r) Prepare as-built drawings and provide one reproducible copy of all drawings on engineering grade film and one digital copy of all drawings in AutoCAD format on CD-ROM.
  - s) Provide all services required to prepare complete and accurate plans and specifications.

51.

EXHIBIT A  
OTHER TERMS AND CONDITIONS

- t) Provide Construction Management Services in accordance with AIA Document B144/ARCH-CM.
- i) Full time on-site representation will not be required. On-site representation shall be limited to critical construction/scheduling issues only.
- 13) Additional services shall not be performed unless requested and approved in advance by the County.
- 14) Consultant shall notify County immediately of potential fee increases. Payment shall not be made for out of scope services performed without prior authorization.
- 15) Progress payments for out of scope services performed shall be based on the percentage of services completed and/or on completion of major tasks.
- 16) Consultant shall maintain Professional Liability, General Liability, Auto Liability, and Errors & Omissions insurance in an amount greater than or equal to \$1,000,000.00 for the duration of this contract. Workman's Compensation insurance shall be provided in accordance with State Law.
- 17) All Instruments of Service or any other information shall be the property of the County whether or not the project is completed. The Consultant may retain copies for reference. Instruments of Service shall not be used by the Consultant for other projects without prior written approval of the County. In the event the County uses the Instruments of Service for purposes other than originally intended without written verification or adaptation by Consultant, the County releases the consultant from all claims and causes of action asserted by any third party to the extent such costs and expenses arise from the County's use of the Instruments of Service.
- 18) In compliance with the General Municipal and Finance Laws of New York State, the Consultant agrees to sign a waiver of immunity against criminal prosecution.
- 19) Consultant shall not discriminate against any individual in accordance with Local, State and Federal laws.
- 20) The Oneida County Board of Legislators at its May 26, 1999 meeting passed Resolution #249 dealing with the inclusion of recycling and solid waste management provisions in Oneida County contracts. All waste and recyclables generated within Oneida County by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority.
- 21) If the County becomes party to any litigation resulting from this project that is not the fault of the Consultant and that requires the Consultant's services, the additional fee to be paid shall be one that is mutually agreed upon between the County and the Consultant.
- 22) Consultant agrees to comply with all applicable provisions of the Labor Laws of New York State and the United States of America.
- 23) For determining applicable laws, the principal place of business of all parties to this agreement is Oneida County, New York.
- 24) Should the removal and/or containment of hazardous substances be or become an element in this project, it is recognized by all parties that the Consultant has had no role nor has it shared in any profits from the generating, treating, storing, or disposing of hazardous waste or materials.

SA.

EXHIBIT A  
OTHER TERMS AND CONDITIONS

- 25) The Consultant agrees to immediately report any concerns or questions regarding hazardous substances and/or suspected handling or disturbance of hazardous substances to the Oneida County Commissioner of Public Works.
- 26) It is also recognized that Consultant is compensated largely based on time spent in rendering services and not on the basis of the legal liabilities created by the risks associated with hazardous wastes or materials.

**Exhibit B**  
**Hourly Rate Schedule & Reimbursable Expense Schedule**

Consultant Hourly Billing Rates

Bonacci Architects  
 Utica, NY

Principal	\$150.00
Senior Architect	\$125.00
Architects	\$80-110.00
Technical	\$78-84.00
Technical Word Processing	\$60.00

Consultants @ 1.0 times rates billed to

---

Towne Engineering  
 Utica, NY

Principal	\$100.00
Designer I	\$100.00
Designer II	\$75.00
Designer III	\$60.00
Designer IV	\$50.00
Field Representative	\$70.00
Administrative	\$45.00

---

O'brien & Gere  
 Syracuse, NY

Officer	\$165.00
Managing Engineer/Certified Industrial Hygienist	\$155.00
Project Associate/Sr. Project Scientist	\$114.00
Staff Engineer/Staff Designer	\$79.00
Design Drafter/Sr. Design Drafter	\$75.00
Spec Writer/Secretary/Design Drafter/Technical Drafter	\$62.00

---

HNY ENVIRONMENTAL SERVICES INC  
 430 Catherine Street  
 Utica, New York 13501

Labor Rates*	
NYS Licensed Restricted Handler III	\$50.00
NYS Licensed Project Monitor	\$45.00
NYS Licensed Air Sampling Tech	\$38.00
EPA Licensed LBP Inspector/Risk Assessor	\$50.00
Use of Niton XRF Spectrum analyzer	\$250/day

Sample Analysis	
Friable PLM	\$18/sample 24hr
NOB PLM	\$35/sample 5 day
NOB TEM	\$35/sample 5 day
PCM	\$10/sample 24hr
TEM	\$70/sample 24hr
LBP	wipes \$15/sample 24hr

\*Overtime when required would be billed at 1½ times regular hourly rate.

54.

**Exhibit B (Continued)**  
**Hourly Rate Schedule & Reimbursable Expense Schedule**

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Corporate Interiors  
Syracuse, NY

Principal Interior Designer	\$75.00
Senior Interior Designer	\$65.00
Project Designer	\$60.00
Auto CAD (Drafting Support)	\$50.00
Technical Support (Reports, etc)	\$40.00

Exhibit C

CONSULTANT RECYCLING  
AND  
SOLID WASTE MANAGEMENT FORM  
FOR ONEIDA COUNTY CONTRACTS

*The Oneida County Board of Legislators at its May 26, 1999 meeting passed Resolution #249 dealing with the inclusion of recycling and solid waste management provision in Oneida County contract. All waste and recyclables generated by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority.*

**REGULATORY COMPLIANCE**

- (a) The Consultant agrees to comply with all applicable Federal, State and Local Statutes, rules and regulations as some may from time to time be amended pursuant to law.
- (b) Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Consultant agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by performance of this contract by Consultant and any sub-consultants. Upon awarding of this contract, and before work commences, the Consultant will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Consultant and any sub-consultants in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

**STATEMENT**

"I understand and agree to comply with the terms and conditions of the Oneida County Recycling and Solid Waste Management Program (R-249). I further agree to provide Oneida County proof of such compliance."

David J. Bonacci, AIA  
\_\_\_\_\_  
Printed Name of Signee

Principal  
\_\_\_\_\_  
Title

  
\_\_\_\_\_  
Signature

07.23.09  
\_\_\_\_\_  
Date

**EXHIBIT D**

**CERTIFICATION OF CONSULTANT**

I hereby certify that I am the duly authorized representative of the firm of Bonacci Architects, PLLC, a company organized under the laws of the State of New York, having their principal office for the transaction of business at 116 Business Park Drive, Utica, NY, 13502, and that neither I nor the above firm I here represent has:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this Contract, or
  - (b) agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person other than those named herein in connection with carrying out the Contract, or
  - (c) paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Contract; except as here expressly stated (if any):
- 
- 
- 

I acknowledge that this contract shall be rendered null and void if subsequent to the date of this contract it is determined that a violation of such acts or regulations has occurred, and

I further acknowledge that this certificate is to be furnished to all agencies named in this contract and is subject to applicable State and Federal Laws, both criminal and civil.

COMPANY: Bonacci Architects, PLLC  
BY: *David J. Bonacci*  
NAME: David J. Bonacci, AIA  
TITLE: Principal  
DATE: 07.23.09  
ATTEST: *Rita A. Crane*



**AIA**<sup>®</sup>

# Document B144/ARCH-CM<sup>™</sup> – 1993

## **Standard Form of Amendment for the Agreement Between Owner and Architect** *where the Architect Provides CONSTRUCTION MANAGEMENT Services as an Adviser to the Owner*

This **AMENDMENT** dated: \_\_\_\_\_  
*(Insert this Amendment's effective date)*

is made to the **AGREEMENT** dated \_\_\_\_\_  
*(Insert the date of the Agreement between the Owner and the Architect)*

**BETWEEN** the Owner:  
*(Name, Legal Status and Address)*

Oneida County  
800 Park Ave.  
Utica, NY 13501

and the Architect:  
*(Name, Legal Status and Address)*

Bonacci Architects, PLLC  
116 Business Park Dr  
Utica, NY 13502

for the following Project:  
*(Include detailed description of Project, location, address and scope.)*

300 W. Dominick St. Renovation  
300 W. Dominick St.  
Rome, NY

The Owner and the Architect agree that the terms and conditions governing the Architect's services and responsibilities under the Agreement referred to above shall be amended to include the construction management services specified in this Amendment as an addition to the Architect's Basic Services under that Agreement.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is for use with the 1987 edition of AIA Document B141, Standard Form of Agreement Between Owner and Architect.

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## ARTICLE 1 CONSTRUCTION MANAGEMENT RESPONSIBILITIES

§ 1.1 The construction management services to be provided by the Architect are as enumerated in Articles 2 and 3 of this Amendment and any other services included in Article 6.

§ 1.2 The Architect shall provide organization, personnel and management to carry out the requirements of this Amendment in an expeditious and economical manner consistent with the interests of the Owner.

§ 1.3 The services covered by this Amendment are subject to the time limitations contained in the Agreement between Owner and Architect referenced above.

## ARTICLE 2 SCOPE OF SERVICES DURING PRECONSTRUCTION PHASES

§ 2.1 The Architect, as a part of the Architect's review of the program furnished by the Owner, shall provide a preliminary evaluation of the feasibility of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 2.2 The Architect shall prepare, in addition to preliminary estimates of Construction Cost for program requirements based on early schematic designs and other design criteria, comparative estimates for the cost evaluations of alternative materials and systems.

§ 2.3 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Architect shall prepare and update preliminary Construction Cost estimates with increasing detail and refinement. Such estimates shall be provided for the Owner's review and approval prior to the commencement of performance by the Architect of services for each succeeding Preconstruction Phase. If separate contracts are to be awarded, the estimated cost of the scope of Work for each contract shall be indicated with supporting detail. The Architect shall advise the Owner if it appears that a preliminary Construction Cost estimate may exceed the latest approved Project budget and make recommendations for corrective action.

§ 2.4 Following the Owner's approval of the Construction Documents, the Architect shall update and submit the latest estimate of Construction Cost for the Owner's approval in accordance with the Agreement.

§ 2.5 The Architect shall submit recommendations on relative feasibility of construction methods, methods of Project delivery, availability of materials and labor, time requirements for procurement, installation and construction, and appropriate utilization of the site for mobilization of construction forces and materials.

§ 2.6 The Architect shall prepare and update a Project schedule to show the timing of anticipated services and construction Work for the Owner's review and approval prior to commencement of the Architect's services for each succeeding Preconstruction Phase.

§ 2.7 In developing the Project schedule, the Architect shall identify critical and long-lead-time items for the coordination and integration of the Architect's services with the Owner's responsibilities, including the services of the Owner's other consultants and contractors.

§ 2.8 The Architect shall assist the Owner in selecting, retaining and coordinating the professional services of surveyors, special consultants and testing laboratories required for the Project.

§ 2.9 The Architect shall submit a list of prospective bidders and a bidding schedule for the Owner's review and approval.

§ 2.10 The Architect shall solicit bidders' interest in the Project. The Architect shall assist the Owner in issuing bidding documents to bidders and conduct pre-bid conferences with prospective bidders. The Architect shall assist the Owner with the receipt of questions from bidders and the issuance of addenda.

§ 2.11 This paragraph deleted in it's entirety.

§ 2.12 The Architect shall conduct pre-award conferences with successful bidders. The Architect shall advise the Owner of any reasonable objections to the proposed list of Subcontractors and material suppliers.

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§ 2.13 The Architect shall make recommendations to the Owner regarding the assignment of responsibilities for providing temporary Project facilities and services for common use of the Contractors. The Architect shall verify that the requirements and assignment of responsibilities are included in the proposed Contract Documents.

§ 2.14 The Architect shall advise the Owner on the division of the Project into separate contracts or various categories for work including method be used for selecting Contractors and awarding contracts.

§ 2.15 The Architect shall make recommendations to the Owner regarding the allocation of responsibilities for Project conditions among the Contractors.

§ 2.16 The Architect shall assist the Owner in obtaining applicable building permits and special permits for permanent improvements, excluding permits required to be obtained directly by the various Contractors.

### ARTICLE 3 SCOPE OF SERVICES DURING THE CONSTRUCTION PHASE

§ 3.1 The Architect shall prepare a Project construction schedule providing for each scope of Work, including phasing of construction, times for commencement and completion required of each separate Contractor, ordering and delivery of materials requiring long-lead time and the occupancy requirements of the Owner.

§ 3.2 The Architect shall provide the Project construction schedule for each set of Contract Documents.

§ 3.3 The Architect shall provide administrative, management and related services to endeavor to coordinate the activities of the Contractors with each other and with those of the Owner and the Architect to complete the Project in accordance with the latest approved estimate of Construction Cost, the Project construction schedule and the Contract Documents.

§ 3.4 The Architect shall schedule and conduct preconstruction, construction and progress meetings with the Owner and the Contractors to discuss such matters as procedures, progress and scheduling. The Architect shall prepare and promptly distribute minutes to the Owner and Contractors.

§ 3.5 Utilizing the Construction Schedules provided by the Contractors, the Architect shall update the Project construction schedule incorporating the activities of the Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery of products requiring long-lead time and procurement. The Project construction schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Architect shall update and reissue the Project construction schedule as required to show current conditions. If an update indicates the previously approved Project construction schedule may not be met, the Architect shall recommend corrective action to the Owner.

§ 3.6 Consistent with the Bidding Documents, and utilizing information from the Contractors, the Architect shall endeavor to coordinate the sequence of construction and assignment of space in areas where multiple Contractors are performing Work.

§ 3. This paragraph deleted in it's entirety.

*(Paragraph deleted)*

§ 3.8 This paragraph deleted in it's entirety.

§ 3.9 This paragraph deleted in it's entirety.

§ 3.10 The Architect shall record the progress of the Project with written progress reports to the Owner including information on each Contractor's Work, as well as the entire Project, showing percentages of completion.

§ 3.11 This paragraph deleted in it's entirety.

§ 3.12 The Architect shall maintain at the Project site, on a current basis: one record copy of all Contracts, Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked to record all changes made during construction; Shop Drawings; Product Data; Samples; submittals; purchases; other related

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documents and revisions that arise out of the Contracts or Work. The Architect shall maintain records, in duplicate, of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer. The Architect shall make all such records available to the Owner and, upon completion of the Project, shall deliver them to the Owner.

**ARTICLE 4 THE OWNER'S RESPONSIBILITIES**

§ 4.1 The Owner reserves the right to perform Work related to the Project with the Owner's own forces, and to award contracts in connection with the Project that are not part of the Architect's responsibilities under this Amendment. The Architect shall notify the Owner if any such independent action will in any way interfere with the Architect's ability to perform under this Amendment.

§ 4.2 The Owner shall furnish the required information and services and shall render approvals and decisions expeditiously for the orderly progress of the Architect's services.

**ARTICLE 5 BASIS OF COMPENSATION**

§ 5.1 The Owner shall compensate the Architect FOR AMENDMENT SERVICES as described in Articles 2 and 3, and any other services described in Article 6 of this Amendment. Compensation shall be computed as follows:

| Not-To-Exceed Lump Sum Fee of \$30,600.00

**ARTICLE 6 OTHER CONDITIONS OR SERVICES**

§ 6.1 The following Reimbursable Expenses are in addition to those listed in the Agreement modified by this Amendment:

*(List Reimbursable Expenses not already listed in the Agreement between Owner and Architect referenced above.)*

§ 6.2 This Amendment shall further modify the Agreement as follows:

*(Insert descriptions of other services, identify Additional Services included within Basic Compensation and modifications to the payment and compensation terms included in this Amendment.)*

6.2.1 Full time on-site representation shall not be provided. On-site representation shall be limited to critical construction/scheduling issues only.

6.2.2 Plans and specifications shall be prepared in accordance with New York State General Municipal Law and applicable New York State Department of Labor statutes.

This Amendment entered into as of the day and year first written above.

OWNER

\_\_\_\_\_  
*(Signature)*  
Anthony J. Picente Jr.  
Oneida County Executive  
\_\_\_\_\_  
*(Printed name and title)*

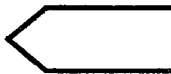
Approved As To Form

\_\_\_\_\_  
Oneida County Attorney

ARCHITECT

*David J. Bonacci*

\_\_\_\_\_  
*(Signature)*  
David J. Bonacci, AIA  
Principal  
\_\_\_\_\_  
*(Printed name and title)*



*61.*

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# Additions and Deletions Report for AIA<sup>®</sup> Document B144/ARCH-CM<sup>™</sup> – 1993

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:30:24 on 07/15/2009.

## PAGE 1

This AMENDMENT dated: \_\_\_\_\_

...

is made to the AGREEMENT dated \_\_\_\_\_

...

Oneida County  
800 Park Ave.  
Utica, NY 13501

...

Bonacci Architects, PLLC  
116 Business Park Dr  
Utica, NY 13502

...

300 W. Dominick St. Renovation  
300 W. Dominick St.  
Rome, NY

## PAGE 2

~~§ 2.11 The Architect shall receive bids, prepare bid analyses and make recommendations to the Owner for the Owner's award of Contracts. This paragraph deleted in it's entirety.~~

## PAGE 3

~~§ 3. This paragraph deleted in it's entirety.~~

~~§ 3.7 The Architect shall monitor the approved estimate of Construction Cost. The Architect shall show actual costs for activities in progress and estimates for uncompleted tasks.~~

~~§ 3.8 The Architect shall develop cash flow reports and forecasts for the Project and advise the Owner as to variances between actual and budgeted or estimated costs. This paragraph deleted in it's entirety.~~

~~§ 3.9 The Architect shall maintain cost accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, or other Work requiring accounting records. This paragraph deleted in it's entirety.~~

...

§ 3.11 The Architect shall keep a daily log containing a record of weather, Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require. ~~This paragraph deleted in it's entirety.~~

PAGE 4

Not-To-Exceed Lump Sum Fee of \$30,600.00

...

6.2.1 Full time on-site representation shall not be provided. On-site representation shall be limited to critical construction/scheduling issues only.

6.2.2 Plans and specifications shall be prepared in accordance with New York State General Municipal Law and applicable New York State Department of Labor statutes.

...

Anthony J. Picente Jr.  
Oneida County Executive

David J. Bonacci, AIA  
Principal

...

Approved As To Form

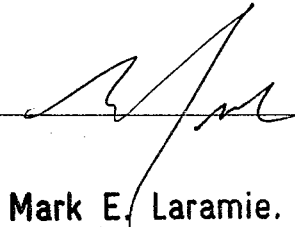
\_\_\_\_\_  
Oneida County Attorney

63

**Certification of Document's Authenticity**  
AIA® Document D401™ – 2003

I, Mark E. Laramie, PE, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:30:24 on 07/15/2009 under Order No. 1000366365\_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B144/ARCH-CM™ – 1993 - Standard Form of Amendment for the Agreement Between Owner and Architect where the Architect Provides CONSTRUCTION MANAGEMENT Services as an Adviser to the Owner, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)



**Mark E. Laramie. P. E.**  
**Deputy Commissioner**  
**Division of Engineering**  
**Oneida County D. P. W.**

(Title)

(Dated)

07/16/09

# ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.  
ONEIDA COUNTY EXECUTIVE

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

## ADMINISTRATION

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

7N2009-335

July 14, 2009

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

## PUBLIC HEALTH

## WAYS & MEANS

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2009 AUG -7 AM 10:51

Dear Mr. Picente:

Re: C-021147

Attached are three (3) copies of a grant between Oneida County through its Health Department and the New York State Department of Health – Childhood Lead Poisoning Prevention Program.

The Lead Program offers services to include environmental home visits, case management, referrals to other services, community outreach, technical and referral services for the medical community and lead screening clinics. There are several goals this grant will administer. Increase knowledge and awareness to the public, health care providers and local policymakers regarding the problem of lead poisoning, test all children and pregnant women for lead poisoning using requirements outlined in NYS Public Health Law, follow up of children with elevated blood lead levels, identify lead hazards before children become lead poisoned. The term of this grant shall become effective on April 1, 2009 and remain in effect through March 31, 2010. Reimbursement to Oneida County is 100% State funded in the amount of \$146,087.

**Please Note:** The New York State Department of Health requires two (2) original signatures for their records. Two (2) signature sheets are attached to the first contract. This grant is being submitted for approval after the commencement date as the State grant was not received until July 10, 2009.

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

Feel free to contact me should you require additional information.

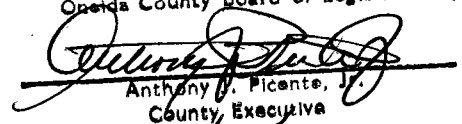
Sincerely,



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

attachments  
ry

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



Anthony J. Picente, Jr.  
County Executive

Date 8/5/09

65.

**CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT**

**DIVISION:** Environmental Health

**NAME AND ADDRESS OF VENDOR:** New York State Department of Health  
Division of Family Health, Fiscal Unit  
Empire State Plaza  
Corning Tower, Room 878  
Albany, New York 12237-0657

**VENDOR CONTACT PERSON:** Donna Hoinski, Health Program Administrator

**DESCRIPTION OF CONTRACT.** Grant funds will be used to support and enhance local efforts to reduce the prevalence of elevated blood lead levels in children through the implementation of a comprehensive program of primary and secondary prevention which includes public and professional outreach and education, collaboration with local primary care providers for screening, diagnostic evaluation, medical management, education and environmental intervention.

**SUMMARY STATEMENTS:** The Lead Program offers services to include environmental home visits, case management, referrals to other services, community outreach, technical and referral services for the medical community and lead screening clinics for children lacking a primary care provider and/or third party reimbursement. Several goals of this grant are to effectively administer a Lead Poisoning Prevention Program, increase knowledge and awareness of the public, health care providers, local policymakers regarding the problem of lead poisoning, test all children and pregnant women for lead poisoning with requirements outlined in NYS Public Health Law, follow up of children with elevated blood lead levels and primary prevention to identify lead hazards before children become lead poisoned.

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

**TOTAL:** \$152,879

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

**TOTAL:** \$146,087

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

**FUNDING SOURCE:** A3415  
Less Revenues                    -0-  
State Funds            \$146,087  
County Dollars – Previous Contract    \$ -0-  
County Dollars – This Contract        \$ -0-

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

**DATE:** July 14, 2009

66.



Agency Code 12000  
APPENDIX X

Contract Number: C-021147 Contractor: Oneida County Health Department **ONEIDA COUNTY**

Amendment Number X-5

JUL 10 2009

**DIV. ENV. HEALTH**

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through NYS Department of Health, having its principal office at Albany, New York, (hereinafter referred to as the STATE), and Oneida County Health Department (hereinafter referred to as the CONTRACTOR), for amendment of this contract.

This amendment makes the following changes to the contract (check all that apply):

- Modifies the contract period at no additional cost
- Modifies the contract period at additional cost
- Modifies the budget or payment terms
- Modifies the work plan or deliverables
- Replaces appendix A-1(1/08) with the attached appendix A-1(10/08)
- Adds the attached appendix(es) B-5 and D-4 \_\_\_\_\_
- Other: (describe) \_\_\_\_\_

This amendment is  *is not* a contract renewal as allowed for in the existing contract.

All other provisions of said AGREEMENT shall remain in full force and effect.

Prior to this amendment, the contract value and period were:

\$462,733.00  
(Value before amendment)

From 01 / 01 / 06 to 03 / 31 / 09.  
(Initial start date)

This amendment provides the following addition (complete only items being modified):

\$146,087.00

From 04 / 01 / 09 to 03 / 31 / 10.

This will result in new contract terms of:

\$608,820.00  
(All years thus far combined)

From 01 / 01 / 06 to 03 / 31 / 10.  
(Initial start date) (Amendment end date)

# ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.  
ONEIDA COUNTY EXECUTIVE

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

## ADMINISTRATION

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

7/2009-336

**PUBLIC HEALTH**

**WAYS & MEANS**

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
JUL 10 2009 7 AM 10:59

July 7, 2009

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

Dear Mr. Picente:

Attached are three (3) copies of an agreement between Oneida County through its Health Department and Health Research, Inc. (HRI).

The purpose of this agreement is to provide early detection services for breast and cervical cancer to financially eligible women who are between the ages of 40 – 65 and over. Financial eligibility is defined as low income, defined as at or below 250% of current Federal Poverty Guideline, uninsured or underinsured for one or more of the billable screening services. The term of this agreement shall become effective on June 30, 2009 and remain in effect until June 29, 2010 with reimbursement to Oneida County in the amount of \$119,202 and is 100% federally funded. The reason this agreement is being submitted for your signature after the commencement date because of the late receipt from Health Research, Inc.

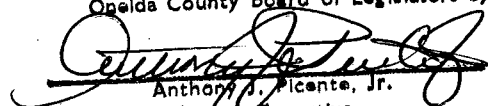
If this agreement meets with your approval, please forward to the Board of Legislators.

Sincerely,



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

attachments  
ry

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by  
  
Anthony J. Picente, Jr.  
County Executive  
Date 8/5/09

**CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT**

**DIVISION:** Community Wellness

**NAME AND ADDRESS OF VENDOR:** Health Research, Inc.  
Riverview Center  
150 Broadway – Suite 560  
Menands, New York 12204

**VENDOR CONTACT PERSON:** Heather Elden, Contract Administrator

**DESCRIPTION OF CONTRACT:** To provide early detection services for breast and cervical cancer.

**SUMMARY STATEMENTS:** This agreement provides several stages of criteria in order to reach women requiring care. Women under the age of 40 must have a personal or first-degree family history (mother, sister or daughter) in order to be eligible to receive a screening mammogram. All women between the ages of 40 and 64 may be enrolled for comprehensive breast and cervical cancer screening, and associated diagnostic testing that meet financial qualifications. Women aged 65 and over who are either not eligible for Medicare, or choose not to enroll in Medicare Part B for financial reasons, are eligible to be enrolled in the program for comprehensive breast and cervical cancer screening, and associated diagnostic testing. Financial qualifications are defined as low income, defined as at or below 250% of current Federal Poverty Guideline, uninsured or underinsured for one or more of the billable screening services. Also eligible to apply for services are women who are asymptomatic for breast and cervical cancer.

**PREVIOUS CONTRACT YEAR:** June 30, 2008 through June 29, 2009

**TOTAL:** \$95,394

**THIS CONTRACT YEAR:** June 30, 2009 through June 29, 2010

**TOTAL:** \$119,202

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

**FUNDING SOURCE:** A4091.495    A3451

Less Revenues:	_____	_____
Federal Funds (HRI)		\$119,202
County Dollars – Previous Contract		\$ -0-
County Dollars – This Contract		\$ -0-

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

**DATE:** July 7, 2009

# ONEIDA COUNTY HEALTH DEPARTMENT

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

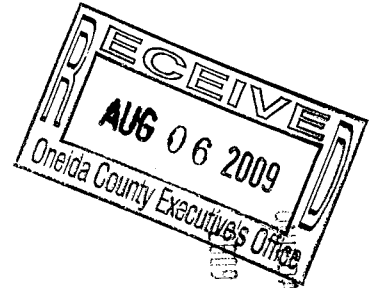
ANTHONY J. PICENTE, JR.  
ONEIDA COUNTY EXECUTIVE

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

## ADMINISTRATION

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

7A2009-337



July 31, 2009

## PUBLIC HEALTH

## WAYS & MEANS

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

Dear Mr. Picente:

The Health Department's *Division of Community Wellness* provides Physical, Occupational and Speech Therapies; Medical Social Worker, Special Instruction & Nutrition Services to the Early Intervention Program for children birth through three. Due to the increased in client visits we will required additional funds into the account that support these contractual services.

To accommodate this increase we are requesting the following supplemental appropriation for the **2009** fiscal year.

To: A4021.19511 – Individual Therapies..... \$80,000

This appropriation will be supported by revenue in A1635 – Reimbursement – From EI to Community Wellness for \$80,000.

I would like to request that this docket come before the full Board during the September 16, 2009 meeting.

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

Sincerely,

Daniel W. Gilmore, PhD  
Acting 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 8/4/09

70.

**ONEIDA COUNTY DEPARTMENT OF HEALTH**

**Date: 07-31-09**

**ONEIDA COUNTY BOARD OF LEGISLATORS**

**APPROPRIATION / SUMMARY**

**Appropriation X**  
**Transfer**  
**Fiscal Year 2009**

**1.) Appropriation or Transfer Description –**

**Cost Center: Public Health-Community Wellness / 4021**

**To: Individual Therapies.....\$80,000**

**2.) Activity or Service –**

**Contracts with individual therapists to provide Physical, Occupational and Speech Therapies; Medical Social Worker and Special Instruction and Nutrition Services to the Early Intervention Program**

**3.) Client population to be served –**

**Children age three or younger with disabilities or developmental delays that are enrolled in the county administered Early Intervention Program.**

**Explanation of Appropriation /Transfer –**

**There has been and increase in the number of services (client visits) provide by contractual therapists to children in the EI program. During the months of January through May we have experience a 49% increase in the number of visits provided compared to the same period in 2008. If this trend continues we will lack the funds needed to support these services.**

71.

**5.) Funding Source –**

**We can support this appropriation by reimbursement provided to the Community Wellness Division at \$68.00 per visit**

**Oneida County Department Staff Comments:**



**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

*7N2009-338*

August 3, 2009

**ECONOMIC DEVELOPMENT  
& TOURISM**

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

**WAYS & MEANS**

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2009 AUG -7 AM 10:56

**RE: Convention and Visitors Bureau-Designation**

Dear Mr. Picente:

For a number of years, the County has designated the Bureau as its tourism promotion agency, as discussed in the attached letter from Kelly Blazosky. If you wish that arrangement to continue, please ask the Board to pass a resolution to that effect.

The resolution should be passed at the Board's second August meeting.

Very truly yours,

Harris J. Samuels  
Assistant County Attorney

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

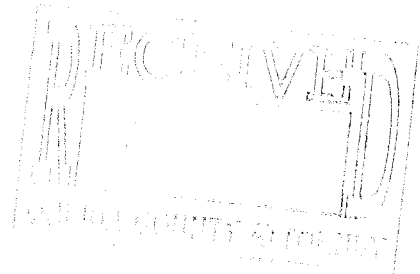
Anthony J. Picente, Jr.  
County Executive

Date 8/5/09



July 29, 2009

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



Dear Mr. Picente,

In accordance with the New York State Matching Funds program, we request that the Oneida County Convention & Visitors Bureau be designated the official Tourism Promotional Agency (TPA) for Oneida County.

This recognition is required by New York State for the Matching Funds Program and funding is provided only to those designated agencies. The resolution must be forwarded with the Matching Funds application and we will be submitting the application by September 4, 2009.

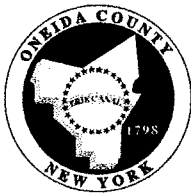
Thank you for your prompt attention to this matter.

Sincerely,

A handwritten signature in cursive script, reading "Kelly Blazosky".  
Kelly Blazosky  
President

Cc: Harris Samuels  
Mark Cherry





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

51 Leland Ave, PO Box 442, Utica, NY 13503-0442

(315) 798-5656

wpc@ocgov.net

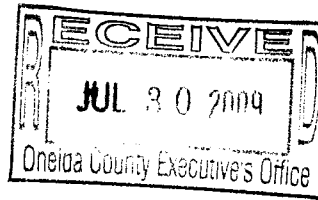
FAX 724-9812

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

**Steven P. Devan, P.E.**  
Commissioner

July 27, 2009

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



7/2009-339

**PUBLIC WORKS**

**WAYS & MEANS**

Re: Work Order #11- Hydraulic/Hydrologic Model Development  
Shumaker Consulting Engineering and Land Surveying, P.C.

Dear County Executive Picente:

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

Shumaker has submitted for consideration Work Order #11 which would cover the development of a hydraulic/hydrologic computer model encompassing the trunk sewers tributary to the Sauquoit Creek Pumping Station. As part of the mitigation planning, the completed model would be used during the development and evaluation of alternatives for both I/I reduction in the tributary collection systems as well as evaluating increasing the pumping capacity from the pumping station to the Oneida County Water Pollution Control Plant. It will also provide the basis of a tool that can be used in the future to evaluate the impact of additional wastewater flows in the sewer system. From meetings with NYSDEC, I know that it is anticipating this model development as part of the ongoing mitigation efforts.

Department staff has reviewed Work Order #11 and its scope of work and find it acceptable. It is recommended that this work order be accepted with an estimated cost of \$178,000.

I would appreciate consideration of these work orders by you and the Board of Legislators at your earliest possible convenience. I am available to meet with you or the Board at your convenience to discuss this request and explain these items in more detail.

Thank you for your consideration in this matter.

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

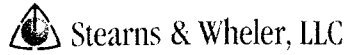
Steven P. Devan, P.E.  
Commissioner

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

Anthony J. Picente, Jr.  
County Executive

Date 8/6/09 75

2009 AUG 7 10 51 AM  
RECEIVED  
ONEIDA COUNTY LEGISLATURE



July 23, 2009

Mr. Steven Devan, P.E., Commissioner  
Oneida County Department of Water Quality  
& Pollution Control  
P.O. Box 442  
Utica, NY 13503-0442

**Re: SPDES Permit Compliance and CSO/SSO Abatement Project  
SCE No. 07060.00**

Dear Mr. Devan:

Shumaker Consulting Engineering & Land Surveying, P.C. in conjunction with Stearns & Wheler, LLC and Brown and Caldwell (SCE Team) is pleased to provide the following Work Order for services to be performed for the above referenced project:

**Work Order 11 – Hydraulic/Hydrologic Model Development**

Work will be performed under the Terms and Conditions of the Master Agreement for Consulting Services dated July 16, 2007, between Shumaker Consulting Engineering & Land Surveying, P.C. and Oneida County.

Should you have any questions or need additional information please do not hesitate to contact us at (315) 724-0100.

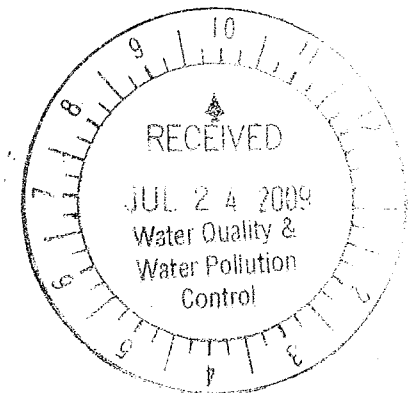
Very truly yours,

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

Karl E. Schrantz, P.E.  
Managing Engineer

KES/krf

Enclosures



76.



## WORK ORDER 11

### HYDRAULIC/HYDROLOGIC MODEL DEVELOPMENT

#### I. PROJECT UNDERSTANDING

In accordance with the Consent Order (No. R620060823-67) executed between the New York State Department of Environmental Conservation (NYSDEC) and Oneida County (County) dated July 11, 2007, Oneida County is required to prepare and submit to NYSDEC a Plan of Study for the mitigation of the SSO discharge from the Sauquoit Creek Pump Station (SCPS). As part of the mitigation planning, a mathematical model is required to be constructed of the collection system tributary to the SCPS. The model will be developed using a variety of data sources including flow metering data from 2008 and information on the physical collection system from field investigations collected in 2008 and to be collected in 2009. Additional flow metering data may also be used.

The model development has been divided into two (2) parts: hydrologic modeling using the CAPE environment, and hydraulic modeling using InfoSWMM. This hybrid solution will offer a high quality simulation for the least effort, as it combines the latest modeling science with standard practices that are in-line with the Oneida County's current practices and data.

The tasks included below summarize the efforts required to complete the collection system modeling for SCPS service area and additional flow to the Water Pollution Control Plant (WPCP).

#### II. SCOPE OF SERVICES

##### A. Task 1: Project Management

This task will include meetings, progress reports, and management of the tasks below.

##### B. Task 2: Data Collection

The team will request land-based GIS data from HOCCPP needed to support wastewater forecasting and calibration, including the following:

1. Parcels.
2. Sewer system.
3. Baseline population and employment.
4. Forecasted population and employment.
5. Zoned land use.
6. Existing land use.
7. Building floor area.
8. Undevelopable areas.

This task will evaluate the water usage data (quarterly for residential customers and monthly for commercial customers) from the Mohawk Valley Water Authority (MVWA). This has already been obtained. Water data from the Sauquoit Water District and Village of Clayville water system will also be utilized.

77.

**C. Task 3: Analyze Rain Data**

The team will analyze available rain data for events of interest for calibration and validation, and develop time series for each flow meter basin spatial distribution of the measurements at each gage. This includes the following data sources:

1. Five (5) Rain gauges set by ADS in the SCPS basin for this project.

**D. Task 4: Flow Meter Data Evaluation**

In this task, the team will prepare the flow data collected by ADS and analyzed by the team during Work Order 8 for use in the hydrologic modeling. This task will build upon the efforts completed in Work Order 8, including the hydrograph decompositions. In this effort:

1. The hydrograph decompositions prepared during the flow metering summary effort will be revised to be representative to the modeling events of interest.
2. Revised flow meter basins will be delineated based on parcel mapping.

**E. Task 5: Develop Wastewater Generation Model**

In this task, the team will build a hydrologic-runoff model using CAPE. The steps that are involved in this process are:

1. Import flow meter, rainfall, and GIS data into CAPE.
2. Spatially distribute population and employment data using CAPE.
3. Assign water use records to parcels.
4. Calibrate wastewater generation rates (daily flow/capita).
5. Calibrate wet weather flows.
6. Estimate population and employment distribution under forecasted conditions.
7. Develop existing and forecasted condition flows.
8. Assign flows to input nodes in the hydraulic model.
9. Export CAPE data to the hydraulic model.
10. Export RTK values and dry weather hydrographs for each flow metered basin.

**F. Task 6: Hydraulic Model Construction**

The model will be developed based on existing GIS data, manhole inspections, and LIDAR data. The model will generally consist of the main interceptor sewers and connecting trunk sewers tributary to the SCPS, and the Mohawk River Interceptor to the WPCP. The entire interceptor sewer system tributary to the SCPS will be included while only one (1) or two (2) pipes of each trunk sewer will be included. InfoSWMM will be the modeling engine used for this analysis.

The efforts are to include:

1. **Construct Hydraulic Model:** Define upstream and downstream boundary locations. Import GIS information to construct hydraulic model within these boundaries using InfoSWMM platform.

2. **Connect Hydrological Model:** Link CAPE hydrologic time-series data to InfoSWMM hydraulic model.
3. **SCPS Operation:** Gather necessary information about Sauquoit Creek Pump Station operating procedures.
4. **Utica Model Coordination.** Coordinate with City of Utica's modeling consultant to determine the input from the Grace Creek Interceptor and the Railroad Interceptor to the Mohawk River Interceptor. The Grace and Railroad interceptors will not be modeled as part of this effort, but rather a flow time-series will be added to the model at these locations.

**G. Task 7: Hydraulic Model Calibration and Validation**

The hydraulic model will be run using the results of the hydrologic model as a direct input. The model will be calibrated to up to four (4) rainfall events at up to six (6) separate locations within the collection area. The number of events used in the calibration is dependent upon the number of events recorded during monitoring period. The model will be considered calibrated when the results of the model reasonably simulate conditions as metered in the field. Once the model is calibrated it will be validated against up to two (2) additional rainfall events at up to four (4) separate locations within the collection area as recorded by flow meters used in previous tasks. The number of events used is based on available field data. The model will be considered validated when the results of the model reasonably simulate conditions as metered in the field.

The efforts are to include:

1. **Wet Weather Calibration:** Adjust pipe roughness parameters, system head-losses, and SCPS parameters in the InfoSWMM model to reasonably match measured flow data for up to four (4) rainfall events at up to six (6) locations.
2. **Validation:** Validate model against up to two (2) additional rainfall events at 8 to 10 locations.

**H. Task 8: Final Model Development Technical Memorandum**

In this task the team will develop a Technical Memorandum that documents the development of the completed hydrologic/hydraulic model.

**I. Task 9: Support Alternatives Analysis**

The completed model will be used during the development and evaluation of alternatives for both I/I reduction in the collection system tributary to the SCPS as well increasing the pumping capacity of the SCPS for pumping additional flows to the WPCP. The following alternatives will be modeled:

1. 33% pump rate increase (15 mgd to 20 mgd).
2. 66% pump rate increase (15 mgd to 25 mgd).
3. 100% pump rate increase (15 mgd to 30 mgd).
4. Effects of new pump rates on the Mohawk River Interceptor.
5. 10% reduction in peak inflow across all basins.

6. 25% reduction in peak inflow across all basins.
7. 50% reduction in peak inflow across all basins.
8. Three (3) additional alternatives that combine 1 through 7.

**III. SCHEDULE**

- A. The work associated with the development of the Hydraulic Model will commence when authorized by Oneida County.

**IV. COMPENSATION**

- A. Oneida County will be billed for actual labor hours charged at the billing rates contained in Attachment A, plus direct project expenses (e.g., identifiable reproduction costs, shipping charges, equipment purchases and/or rentals, etc.). The Compensation for the Scope of Services outlined in Section II is an estimated \$178,000 as indicated on Table 1.
- B. Payments for the work will be due monthly on the basis of statements submitted by the Engineer for the work performed during the period.
- C. Additional services beyond the Scope of Services will be considered extra work and will necessitate additional compensation.

**V. STANDARD TERMS AND CONDITIONS**

The services described above will be completed as Work Order No. 11 under the Terms and Conditions of the Master Agreement for Consulting Services dated July 16, 2007, between SCE and Oneida County.

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

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

**Client**  
**COUNTY OF ONEIDA**

By: Paul D. Romano, P.E.

By: Anthony J. Picente, Jr.

Title: Senior Managing Engineer

Title: County Executive

Signature: 

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

Date: July 23, 2009

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

SO.

**ATTACHMENT A  
RATE SCHEDULE**

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

**1.1 Hourly Rates**

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2009:

<b>Labor Category</b>	<b>Hourly Rate</b>
Principal	\$195.00
Senior Managing Engineer	\$155.00
Managing Engineer II	\$140.00
Land Surveyor II	\$148.00
Managing Engineer I	\$135.00
Sr. Project Engineer	\$122.00
Land Surveyor I	\$97.00
Project Engineer	\$112.00
Engineer	\$95.00
Environmental Scientist III	\$87.00
Sr. Eng Technician	\$75.00
Assistant Engineer	\$78.00
Environmental Scientist II	\$84.00
Engineering Technician	\$55.00
Jr. Engineer	\$69.00
Environmental Scientist I	\$55.00
Technician	\$49.00
Technical Typist	\$54.00
Party Chief (Field)	\$79.00
Instrument Person (Field)	\$58.00
Rod Person (Field)	\$55.00

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

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2009:

- 1.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 1.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 1.2.3 The actual cost of outside services and subcontractors plus 5%;
- 1.2.4 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 1.2.5 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 1.2.6 The actual cost of permits and fees required for the project and paid by SCE;
- 1.2.7 The actual cost for additional insurance required by the Owner in excess of SCE's normal coverage's or limits;
- 1.2.8 The actual cost of premiums paid on overtime worked.

**2.0 STEARNS & WHEELER, LLC**

**2.1 Hourly Rates**

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2009:

<b>Labor Category</b>	<b>Hourly Rate</b>
Vice President/Technical Advisor	\$203.00
Associate	\$161.00
Senior Project Manager	\$144.00
Senior Engineer	\$135.00
Project Manager	\$131.00
Project Engineer	\$102.00
Engineer or Scientist	\$88.00
Architect	\$98.00
Managing Designer	\$121.00
Senior Designer	\$96.00
Designer	\$87.00
Senior Drafter	\$69.00
Drafter	\$59.00
Technician	\$62.00
Senior Project Representative	\$96.00
Field Technician	\$50.00
Secretarial/Word Processing	\$65.00

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

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2009:

- 2.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 2.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 2.2.3 The actual cost of outside services and subcontractors plus 5%;
- 2.2.4 Cadd Workstation at \$16/hour
- 2.2.5 Telecommunication charges including long distance telephone, facsimile, and cell phone charges at \$1.15/hour
- 2.2.6 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 2.2.7 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 2.2.8 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 2.2.9 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 2.2.10 The actual cost of premiums paid on overtime worked.



**3.0 BROWN AND CALDWELL**

**3.1 Hourly Rates**

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2009:

<b>Labor Category</b>	<b>Hourly Rate</b>
Senior Vice President	\$225.00
Vice President/Technical Advisor	\$211.00
Managing Engineer	\$198.00
Supervising Engineer	\$178.00
Principal Engineer	\$147.00
Senior Engineer/Scientist	\$137.00
Engineer/Scientist III	\$110.00
Engineer/Scientist II	\$100.00
Engineer/Scientist I	\$90.00
Senior Drafter	\$90.00
Drafter	\$78.00
Office Support	\$68.00

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

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2009:

- 3.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 3.2.1 The actual cost of outside services and subcontractors plus 5%;
- 3.2.3 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 3.2.4 Associated Project Cost (APC) at \$8/ hour to recover CONSULTANT's costs related to network infrastructure and IS support including CADD, local and long distance telephone charges, cell phone costs and postage and freight charges.
- 3.2.5 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 3.2.6 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 3.2.7 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 3.2.8 The actual cost of premiums paid on overtime worked.

TABLE 1

Description	Task 1		Task 2		Task 3		Task 4		Task 5		Task 6		Task 7		Task 8		Task 9		Task 10		Task 11		Total hrs	Average Salary Rate	Total Cost	Subtotal																						
	Task Management	Data Collection	Run Year Analysis	Flow Meter Data Analysis	Hydraulic Model Development	Hydraulic Model Construction	Model Calibration and Validation	Technical Memorandum	Scenario Analysis																																							
Subtotal Equipment																																																
Subtotal Labor																																																
Subtotal Materials																																																
Subtotal Disbursements																																																
PROJECT TOTAL																																																
ESTIMATED COMPENSATION																																																

84.



**ONEIDA COUNTY DEPARTMENT OF PERSONNEL**

County Office Building 800 Park Avenue Utica, New York 13501-2986  
Phone: (315) 798-5725 Fax: (315) 798-6490 Email: personnel@ocgov.net  
Web site: www.ocgov.net

August 3, 2009

7/21/2009-340

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2009 AUG -7 11:00

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

**WAYS & MEANS**

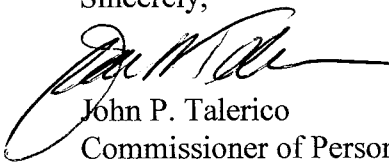
Dear County Executive Picente:

Attached please find correspondence from Oneida County Department of Water Quality & Water Pollution Control Commissioner, Steven Devan, requesting extended sick leave with pay for John Mikalauskas, Assistant Chief Wastewater Treatment Plant Operator.

Mr. Mikalauskas began his employment with Oneida County on September 27, 1971 and has 38 years of service with Oneida County. According to Oneida County Personnel Rules, he may be granted up to sixty (60) working days of extended sick leave with pay with the understanding that he is obligated to pay back the sick days used upon his return to work. He has also applied for the Leave Donation Program as required by the Oneida County Personnel Rules.

I recommend that this request be forward to the Board of Legislators for their consideration at their next meeting.

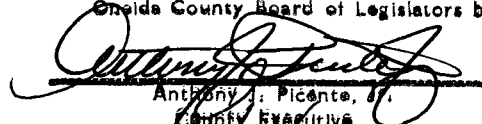
Sincerely,

  
John P. Talerico  
Commissioner of Personnel

Attachment

Cc: Commissioner Steven P. Devan, P.E.  
John Mikalauskas

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

  
Anthony J. Picente, Jr.  
County Executive  
Date 8/5/09



**ONEIDA COUNTY DEPARTMENT OF  
WATER QUALITY & WATER POLLUTION CONTROL**  
51 Leland Ave., PO Box 442, Utica, NY 13503-0442  
(315) 798-5656 wpc@ocgov.net (FAX) 724-9812

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

**Steven P. Devan, P.E.**  
Commissioner

**MEMORANDUM**

**TO:** John P. Talerico *John*  
Commissioner of Personnel

**FROM:** Steven P. Devan *Steve*  
Commissioner

**SUBJECT:** Extended Sick Leave Request  
John V. Mikalauskas

**DATE:** June 30, 2009

---

I have received an extended sick leave request from John V. Mikalauskas in accordance with Section E, Paragraph 8, of the Oneida County Personnel Rules.

John has been employed with the County since 1971 and is a long-term, dedicated employee. He has recently been informed that he must have knee surgery. As it is uncertain when John can return to work, I request that the maximum time of sixty (60) days extended sick leave be granted to him.

I recommend that this request for extended sick leave be granted. Thank you in advance for your consideration in this matter.

**Cc:** Leroy W. Leuthhauser Jr., WQ&WPC  
John Mikalauskas, WQ&WPC

**Attachment:** John Mikalauskas letter received 6/26/2009

# LEAVE REQUEST

Complete appropriate information and forward with supporting documents to the Department of Personnel.

Employee Name JOHN MIKALOUSKAS SS# 055-40-9906 Date 6-29-09  
Job Title ASST. CHIEF OPERATOR Department WATER QUALITY & W.P.C.  
Cost Center G8130 Position # 03 Salary/Grade/Step /31B/

## PAID SICK LEAVE Complete for an employee who is absent for more than three consecutive sick days.

Leave Requested: From \_\_\_\_\_ To \_\_\_\_\_ Total Sick Days \_\_\_\_\_ Sick Leave Accrued \_\_\_\_\_ Hours

Physician's Statement Attached  Worker's Comp. Pending  207C Pending  FMLA

## LEAVE OF ABSENCE Complete for an employee requesting a leave of absence for other than paid sick leave.

Leave With Pay Requested: From \_\_\_\_\_ To \_\_\_\_\_ Total Work Days \_\_\_\_\_

Employee is using the following accrued hours: Personal \_\_\_\_\_ Comp \_\_\_\_\_ Vacation \_\_\_\_\_

Leave WithOut Pay Requested: From \_\_\_\_\_ To \_\_\_\_\_

Supporting Documents Attached

Check ALL That Apply: FMLA  LWP  Leave to another position  Maternity  Unauthorized Leave   
207 C  Educational  LWOP  Military  SLWOP  Worker's Comp.

Comments: \_\_\_\_\_

## AUTHORIZATION

Approve

Disapprove

Appointing Authority *Albert P. De...*

Commissioner of Personnel *John P. T...*

## EXTENDED SICK LEAVE WITH PAY

Only employees with at least five years of continuous active service are eligible and after all accrued time and donated time are exhausted.

Length of Continuous Active Service: 37 Years, 9 Months

Leave Request from First day of SLWOP: From 7-14-09 To 7-22-09 Total 7 work days

Employee's Request Letter  Physician's Statement  Appointing Authority's Letter of Justification

FMLA Application  Leave Donation Application

Approve

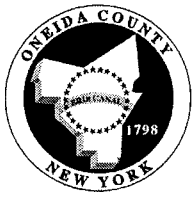
Disapprove

Personnel Commissioner \_\_\_\_\_

County Executive \_\_\_\_\_

RES # \_\_\_\_\_

Chairman of the Board of Legislators \_\_\_\_\_



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

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

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

**Steven P. Devan, P.E.**  
Commissioner

MEMORANDUM

TO: STEVEN P. DEVAN, P.E., WPC COMMISSIONER  
FROM: JOHN MIKALOUSKAS, WPC ASSISTANT CHIEF OPERATOR *JM*  
REF: EXTENDED SICK LEAVE  
DATE: JUNE 26, 2009

.....

I AM SCHEDULED FOR KNEE SURGERY ON JULY 14, 2009 AND I AM EXPECTING TO BE OUT OF WORK AT LEAST UNTIL JULY 22, 2009. THEREFORE I AM REQUESTING TO APPLY FOR EXTENDED SICK LEAVE.

THANK YOU FOR YOU CONSIDERATION REGARDING THIS MATTER.

JM/rs



88

Sandra J. DePerno  
County Clerk

Diane B. Abraham  
1st Deputy Clerk



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

## CLERK OF ONEIDA COUNTY

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

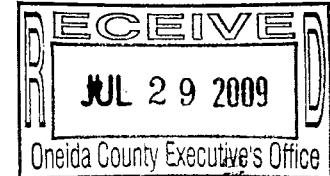
Phone: (315) 798-5790 ♦ Fax: (315) 798-6440

July 29, 2009

7N2009-341

**INTERNAL AFFAIRS**

**WAYS & MEANS**



2009 AUG -7 AM 11:05  
RECEIVED  
ONEIDA COUNTY LEGISLATURE

Hon. Gerald J. Fiorini  
Chairman of the Board  
Oneida County Board of Legislators  
Oneida County Office Building  
800 Park Avenue  
Utica NY 13501

RE: Clerk  
Additional Position

Dear Chairman Fiorini:

I am requesting the Oneida County Board of Legislators approval for the addition of one (1) position to A1410 County Clerk-Registrar. The position requested will be classified as Clerk, at a grade W10 step 1, with a salary of \$17,718.

In conjunction with the Oneida County Summer Internship Program, the County Clerk's Office this summer has employed a highly qualified disabled individual. This individual has been an asset to my staff. He is very hardworking and courteous to customers and co-workers. His knowledge of the B-1 Records Center and its contents has allowed for more time being dedicated to record purging at the Regional Records Center in Westmoreland. I am requesting the addition of this individual as a full time employee of the Oneida County Clerk's Office.

As you already know, the New York State Civil Service Law has been amended to streamline the entry of qualified disabled individuals into government jobs. While I am very much aware of the severity of our current fiscal crisis, I believe that the actual amount of money involved (\$17,718 plus fringe benefits) would be an investment into our local economy while demonstrating that Oneida County is committed to the employment of mentally or physically impaired

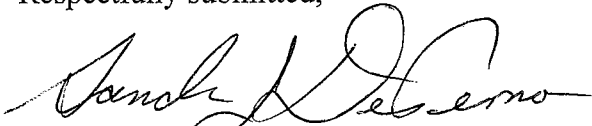
89.

Page 2

individuals.

The County Clerk-Registrar generates revenue toward the General Fund by a prescribed fee schedule. The County Clerk-Registrar anticipates generating \$1,428,170 in revenue in 2009 towards the General Fund.

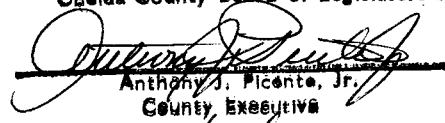
Respectfully submitted,



Sandra J. DePerno  
Oneida County Clerk

CC: Hon. Anthony J. Picente Jr., Oneida County Executive  
Hon. Michael B. Waterman, Chairman Internal Affairs

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



Anthony J. Picente, Jr.  
County Executive

Date 8/6/09



Anthony J. Picente Jr.  
County Executive

Lucille A. Soldato  
Commissioner



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

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2009 AUG -7 AM 10:58

July 29, 2009

7N 2009-342

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

**HUMAN RESOURCES**  
**WAYS & MEANS**

Dear Mr. Picente:

I am requesting to recreate position #314 Social Services Investigator, Grade 21, starting salary \$25,371 in the Resource Division, account #A 6010, and to downgrade this position to a Social Welfare Examiner, Grade 17, starting salary \$21,966 in the Temporary Assistance Division, account #A 6012, Temporary Assistance – Administration. This position has been vacant since July 6, 2009.

The Department has been experiencing an increased need for Temporary Assistance, Food Stamps and Medicaid as well as an increase in demand for Emergency Assistance.

The downgrading of this position to Social Welfare Examiner will allow the Department to respond to the increasing need and provide flexibility for the income eligibility programs.

I am hopeful that with changes we have instituted in the application process and with this additional position, waiting lines will be reduced and the number of daily interviews will be increased.

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

Respectfully,

Lucille Soldato  
Commissioner

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

Anthony J. Picente, Jr.  
County Executive

Date 8/6/09

97.

Anthony J. Picente Jr.  
County Executive

Lucille A. Soldato  
Commissioner



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

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2009 AUG -7 AM 10:58

July 29, 2009

FN 2009-343

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

**HUMAN RESOURCES**

**WAYS & MEANS**

Dear Mr. Picente:

I am requesting to recreate position #190, Senior Medical Worker, Grade 19 starting salary \$23,571 in Medicaid-Managed Care Division, account #A 6013 and to downgrade this position to a Social Welfare Examiner, Grade 17 starting salary \$21,966 in the Temporary Assistance Division account #A 6012. This position will be vacant as of August 31, 2009.

The Department has been experiencing an increased need for Temporary Assistance, Food Stamps and Medicaid as well as an increase in demand for Emergency Assistance.

The downgrading of this position to Social Welfare Examiner will allow the Department to respond to the increasing need and provide flexibility for the income eligibility programs.

I am hopeful that with changes we have instituted in the application process and with this additional position, waiting lines will be reduced and the number of daily interviews will be increased.

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

Respectfully,

Lucille Soldato, Commissioner

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

  
Anthony J. Picente, Jr.  
County Executive

Date 8/6/09 92.

Anthony J. Picente Jr.  
County Executive



Lucille A. Soldato  
Commissioner

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

2009 AUG -7 AM 11:01

RECEIVED  
ONEIDA COUNTY LEGISLATURE

August 4, 2009

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

*7/12/2009-344*  
**HUMAN RESOURCES  
WAYS & MEANS**

Dear Mr. Picente:

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

The Purchase of Services Agreement with Emily Laurey as the Administrative Assistant within the Child Advocacy Center with the objective to provide a more intensive and coordinated approach to the investigation and coordination of child sexual abuse and serious physical abuse occurring in Oneida County.

This agreement will assist with the overall administration of the Child Advocacy Center, coordinate meetings and trainings, orient new assignees to the Child Advocacy Center, office operations, and assist with other duties as requested by the Law Enforcement Coordinator.

The Agreement is established for the year October 1, 2009 through September 30, 2010 in the amount not to exceed \$ 53,976 and is funded 100 % by New York State through a grant for Child Advocacy Center and its multi-disciplinary team. **There will be no county funds utilized to support this effort.**

I am respectfully requesting that this matter be forwarded to the Board of Legislators for action. Thank you for your consideration.

Sincerely,

Lucille A. Soldato  
Commissioner

LAS/tms  
attachment

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

Anthony J. Picente, Jr.  
County Executive

Date 8/5/09

93.

# 34601  
8/4/09

Oneida Co. Department Social Services

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

Oneida County Board of Legislators  
Contract Summary

Name of Proposing Organization: Emily Laurey  
1612 De Peyster Avenue  
Utica, New York 13501

Title of Activity or Services: Administrative Assistant

Proposed Dates of Operations: October 1, 2009 – September 30, 2010

Client Population/Number to be Served: Children being served by the Child Advocacy Center.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

The Contractor agrees to assist with the overall administration of the Child Advocacy Center, coordinate meetings and trainings, orient new assignees to the Child Advocacy Center, office operations, and assist with other duties as requested by the CAC Grade B Supervisor and the Law Enforcement Coordinator.

The Contractor will be responsible and accountable for personal professional growth and development.

2). Program/Service Objectives and Outcomes -

- Assist the Grade B Supervisor assigned to the Child Advocacy Center (CAC) and the CAC's Law Enforcement Coordinator with the operations, administration, coordination and prosecution of reports of child abuse,
- Increase the percentage of reported child abuse reports that are properly investigated through a multi-disciplinary team approach,
- Decrease the number of necessary interviews with siblings and witnesses,
- Decrease the level of trauma to secondary victims,
- Maintain accurate records of reports, arrests, prosecutions, and convictions,
- Provide on-going training, and
- Increase the number of secondary victims and perpetrators receiving appropriate treatment and services.

3). Program Design and Staffing Level -

1 full-time Administrative Assistant

Total Funding Requested: \$ 53,976

Oneida County Dept. Funding Recommendation: Account #:A6011.49537

Mandated or Non-mandated: The Department is mandated to investigate instances of alleged abuse or neglect, however the way the Department provides this service is at the Department's discretion and the use of on-site workers to minimize the trauma to the alleged victims is non-mandatory.

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

Federal	0 %	\$	0
State	100 %	\$	53,976
County	0 %	\$	0

Contract funded from Grant to the Child Advocacy Center.

Cost Per Client Served:

Past performance Served: The Department has contracted with this Contractor since 2006. The Contract amount for October 2008 through September 2009 is \$ 52,650 and the contract will be funded 100% by a New York State Grant.

O.C. Department Staff Comments:

Anthony J. Picente Jr.  
County Executive



Lucille A. Soldato  
Commissioner

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

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2009 AUG -7 AM 11:02

July 31, 2009

*FN 2009-345*

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

**HUMAN RESOURCES**

**WAYS & MEANS**

Dear Mr. Picente:

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

This is a request to renew Purchase of Services Agreement for United Cerebral Palsy Center Day Care 1020 Mary Street, Utica, New York which we have contracted with since 1992. This center provides safe Day Care Services at (6) sites for children 6 weeks to 12 years.

The Department pays for the care of children from eligible families. This resource helps to ensure safe care of children while their families participate in training and/or employment.

The term of the Agreement is December 1, 2009 through November 30, 2010. The rates for Day Care are the "Market Rates" determined by New York State Office of Children and Family Services.

The total paid to the United Cerebral Palsy Center for Day Care Services from July 1, 2008 through June 30, 2009 was \$ 107,097.43 with a local share of 4 % or \$ 4,283.90.

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.

Sincerely,

*Lucille A. Soldato*  
Lucille A. Soldato  
Commissioner

LAS/tms  
attachment

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

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

Date 8/5/09

96.

7/30/09  
# 23102

Oneida Co. Department Social Services

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

Oneida County Board of Legislators  
Contract Summary

Name of Proposing Organization: United Cerebral Palsy Center  
1020 Mary Street  
Utica, New York 13501

Title of Activity or Services: Day Care Services

Proposed Dates of Operations: 12/1/2009 - 11/30/2010

Client Population/Number to be Served: Licensed for a total of 423 Children 6 weeks to 12 years.

**SUMMARY STATEMENTS**

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

Day Care Services are located at:

New Discoveries Day Care Center  
1601 Armory Drive  
Utica, New York 13501

New Discoveries Day Care Center  
Rainbow Day Care Center  
10708 N. Gage Road  
Barneveld, New York 13304

New Discoveries Day Care Center  
326 Catherine Street  
Utica, New York 13501

New Discoveries Day Care Center  
130 Brookley Road  
Rome, New York 13441

New Discoveries Day Care Center  
75 Chenango Avenue  
Clinton, New York 13323

New Discoveries Day Care Center  
3390 Brooks Lane  
Chadwicks, New York 13319

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

To provide safe quality day care services to eligible low income employed families or public assistance recipients involved in approved educational, vocational job search or work experience activities.

**3). Program Design and Staffing Level -**

97.

**Total Funding Requested:** New York State Market Rates.

**Oneida County Dept. Funding Recommendation:** Account # A6055.495

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

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

<b>Federal</b>	80.0 %	\$ 85,677.94
<b>State</b>	16.0 %	\$ 17,135.59
<b>County</b>	4.0 %	\$ 4,283.90

**Cost Per Client Served:** Paid a total of \$ 107,097.43 for the period July 1, 2008 through June 30, 2009. The United Cerebral Palsy Center provided service to approximately 43 families for this time period.

**Past performance Served:** The department has held an agreement with United Cerebral Palsy since 1992.

**O.C. Department Staff Comments:** The Department contracts with a number of providers to insure the availability of services.



Anthony J. Picente Jr.  
County Executive



Lucille A. Soldato  
Commissioner

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

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2009 AUG -7 AM 11:02

July 31, 2009

*FN 2009-346*

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

**HUMAN RESOURCES  
WAYS & MEANS**

Dear Mr. Picente:

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

This Purchase of Services Agreement for Personal Care Services will be provided by Cathie Lee's Home Health Care, P.O. Box 526-528 8<sup>th</sup> Avenue, Sylvan Beach, New York 13157. Personal Care Services are a vital deterrent to the placement of eligible Medicaid Clients in Nursing Home Care. These services enable people to remain at home, maintaining a lower cost of care.

This Agreement is established for the year November 1, 2009 through October 31, 2010. New York State Department of Health establishes the Personal Care Rates. The department spent \$ 76,422 in 2008 with a local share of 10% or \$ 7,642.20.

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.

Sincerely,

Lucille A. Soldato  
Commissioner

LAS/tms  
attachment

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by  
  
Anthony J. Picente, Jr.  
County Executive  
Date 8/5/09 99.

7/31/09  
# 67202

Oneida Co. Department Social Services

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

Oneida County Board of Legislators  
Contract Summary

Name of Proposing Organization: Cathie Lee's Home Health Care  
P.O. Box 526-228 8th Avenue  
Sylvan Beach, New York 13517

Title of Activity or Services: Personal Care Services

Proposed Dates of Operations: November 1, 2009 through October 31, 2010

Client Population/Number to be Served: Physically or Mentally disabled individuals in receipt of Medicaid who are residing in their own home.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

Personal Care Services is defined as some or total assistance with personal hygiene, dressing and feeding, nutritional and environmental support functions and health-related tasks. Such services shall be essential to the maintenance of the patient's health and safety within his/her own home, ordered by the attending physician, based on an assessment of the patient's needs provided by a qualified person in accordance with a plan of care and supervised by a registered professional nurse.

2). Program/Service Objectives and Outcomes -

To enable disabled Medicaid recipients to remain in their own home and delay or divert entrance to a higher level of care.

3). Program Design and Staffing Level - N/A

Total Funding Requested: \$ 20.38 to \$ 24.00 per hour.

Rates are determined by New York State quoted is the highest rates and vary by level of care needed.

Mandated or Non-Mandated: Mandated Service

Oneida County Dept. Funding Recommendation: Account # A6102.495

100

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

Federal	62 % -	\$ 14.88
State	28 % -	\$ 6.72
County	10 % -	\$ 2.40

\* Based on \$ 24.00 per hour

Cost Per Client Served: Rates vary as to the level of care required and are set by New York State Department of Health.

Past performance Served: The department has contracted with this provider since 1997 for personal care services. The Department spent \$ 76,422 in 2008.

O.C. Department Staff Comments: The Department contracts with a number of agencies to ensure availability of service.

Anthony J. Picente Jr.  
County Executive



Lucille A. Soldato  
Commissioner

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

2009 AUG -7 PM 11:03  
RECEIVED  
ONEIDA COUNTY LEGISLATURE

July 31, 2009

7N 2009-347

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

**HUMAN RESOURCES  
WAYS & MEANS**

Dear Mr. Picente:

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

Enclosed are copies of the Purchase of Services Agreement for Neighborhood Center Day Care 293 Genesee Street, Utica, New York. This center provides safe Day Care Services at (3) sites for children 6 weeks to 14 years. The Department pays for the care of children from eligible families. This resource helps to ensure safe care of children while their families participate in training and/or employment.

The term of the Agreement is October 1, 2009 through September 30, 2010. The rates for Day Care are the "Market Rates" determined by New York State Office of Children and Family Services. The total paid to the Neighborhood Center for Day Care Services for July 1, 2008 through June 30, 2009 was \$599,562.98 with a local share of 4 % or \$ 23,982.52.

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.

Sincerely,

Lucille A. Soldato  
Commissioner

LAS/tms  
attachment

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

Anthony J. Picente, Jr.  
County Executive

Date 8/5/09

7/30/09  
# 18605

**Oneida Co. Department Social Services**

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

**Oneida County Board of Legislators**  
**Contract Summary**

**Name of Proposing Organization:**

The Neighborhood Center Inc.  
293 Genesee Street  
Utica, New York 13501

**Title of Activity or Services:** Day Care Services

**Proposed Dates of Operations:** October 1, 2009 through September 30, 2010

**Client Population/Number to be Served:** Licensed for a total of 308 children at 3 sites.

Neighborhood Center at the following sites:

615-616 Mary Street  
Utica, New York 13501  
6 WEEKS - 14 YRS.

628 Mary Street  
Utica, New York 13501  
3 YRS - 5 YRS.

195-199 W. Dominick Street  
Rome, New York 13440  
3 YRS. - 8 YRS.

**SUMMARY STATEMENTS**

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

Day Care Services located at the Day Care Centers stated above.

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

To provide safe quality day care services to eligible low income employed families or public assistance recipients involved in approved educational, vocational job search or work experience activities.

### 3). Program Design and Staffing Level -

**Total Funding Requested:** New York State Market Rates.

**Oneida County Dept. Funding Recommendation:** Account #:A6055.495

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

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

Federal	80.0 %	\$ 479,650.38
State	16.0 %	\$ 95,930.08
County	4.0 %	\$ 23,982.52

**Cost Per Client Served:** Paid a total of \$ 599,562.98 for contract period July 1, 2008 through June 30, 2009. The Neighborhood Center provided service to approximately 212 families for this time period.

**Past performance Served:**

**O.C. Department Staff Comments:** The Department has contracted with this provider since 1989 for this service. The Department contracts with a number of providers to ensure the availability of services.

Anthony J. Picente Jr.  
County Executive



Lucille A. Soldato  
Commissioner

**ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES**

County Office Building, 800 Park Avenue, Utica, NY 13501  
Phone (315) 798-5733 Fax (315) 798-5218

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2009 AUG -7 AM 11:03

7N2009-348

July 31, 2009

**HUMAN RESOURCES  
WAYS & MEANS**

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

Dear Mr. Picente:

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

The Department has contracted with Cornell Cooperative Extension for Nutritional Education Services for Food Stamp Recipients since 1996. The food stamp recipients have been taught food buying, food preparation, food safety, sanitation and food budget education.

The program is 100 % funded by the U.S. Department of Agriculture with an in-kind match from Cornell Cooperative Extension of \$ 145,029.00. The cost of this contract for October 1, 2009 through September 30, 2010 is \$ 145,029.00, completely reimbursed by the U.S. Department of Agriculture. **There will be no county funds utilized to support this effort.**

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.

Sincerely,

Lucille A. Soldato  
Commissioner

LAS/tms  
attachment

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

Anthony J. Picente Jr.  
County Executive  
Date 8/5/09

7/29/09  
# 11006

**Oneida Co. Department Social Services**

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

**Oneida County Board of Legislators**  
**Contract Summary**

**Name of Proposing Organization:** Cornell Cooperative Extension  
121 Second Street  
Oriskany, New York 13424

**Title of Activity or Services:** Nutrition Education

**Proposed Dates of Operations:** 10/1/2009 - 9/30/2010

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

Food Stamp Participants and Low Income Participants (130% of Poverty Level) 5,000 direct contacts with individuals.

**SUMMARY STATEMENTS**

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

Provide the following Services.

The types of interventions:

- Home Visits
- Food Preparation/Demonstrations
- Group Lesson/Workshops
- Unstructured Groups
- Health Fairs

**2). Program/Service Objectives and Outcomes -**

- Enroll 360 eligible individual and families in the Food Stamp Nutrition Education Program, Eat Smart New York (ESNY).
  - Recipients will demonstrate increased knowledge in food buying, food preparation, and food safety and sanitation.
  - Recipients will manage their resources more efficiently by improving their financial management skills.
  - Recipients will learn basic dietary guidelines in accordance with USDA recommendations for adults and children. This will include appropriate portion sizes, the importance of all food groups as part of a healthy lifestyle to reduce their risk of future health problems and



development of obesity and chronic disease.

- 25% of the participants will report they run out of food less often before the end of the month.
- 75% of the participants will improve their household's food handling, preparation and storage of food.
- 25% of the participants will enhance their practices related to thrifty shopping for and preparation of nutritious foods.
- 50% of the participants will adopt eating and lifestyle behaviors that are consistent with the "Dietary Guidelines for Americans" and the "Food Guide pyramid"

### 3). Program Design and Staffing Level -

2 Full Time Nutrition Educator  
1 Part-time Nutrition Educator  
1 Full Time Sr. Resource Educator

**Total Funding Requested:** \$ 145,029 Cornell Cooperative Extension is providing an in-kind match of \$ 145,029 which allows them to receive matching funds of \$ 145,029 from the U.S. Department of Agriculture for the program. There is no local cost nor is there a local in-kind match required of Oneida County.

**Oneida County Dept. Funding Recommendation:** Account #A6010.49534

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

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

<b>Federal</b>	100 %	\$ 145,029
<b>State</b>	0 %	\$ 0
<b>County</b>	0 %	\$ 0

**Cost Per Client Served:**

**Past performance Served:** During 2008 The Eat Smart New York Program staff provided health and nutrition lessons to over 378 individuals and families totaling over 1,644 hours.

**O.C. Department Staff Comments:** The Department has contracted with Cornell Cooperative Extension since 1996. The contract amount 10/1/08 – 9/30/09 was \$ 144,285.

Anthony J. Picente Jr.  
County Executive



Lucille A. Soldato  
Commissioner

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

2009 AUG -7 AM 11:04  
RECEIVED  
ONEIDA COUNTY LEGISLATURE

July 31, 2009

*7/2009-349*

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

**HUMAN RESOURCES  
WAYS & MEANS**

Dear Mr. Picente:

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

Private Duty Nursing Services are a vital deterrent to the placement of eligible Medicaid Clients in Nursing Home Care. These services enable people to remain at home, maintaining a lower cost of care.

This Purchase of Services Agreement for Private Duty Nursing Services to be provided by Oxford Home Care Services, 131 Oxford Road, New Hartford, New York 13413. The Contract is established for the year October 1, 2009 through September 30, 2010. The rates are approved by New York State. The cost of this contract in 2008 was \$583,642 with a local cost of 10% or \$ 58,364.20.

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.

Sincerely,

Lucille A. Soldato  
Commissioner

LAS/tms  
attachment

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by  
  
Anthony J. Picente, Jr.  
County Executive  
Date 8/5/09

7/30/09  
# 67401

Oneida Co. Department Social Services

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

Oneida County Board of Legislators  
Contract Summary

Name of Proposing Organization:

Oxford Home Care Services  
131 Oxford Road  
New Hartford, New York 13413

Title of Activity or Services: Private Duty Nursing

Proposed Dates of Operations: October 1, 2009 through September 30, 2010

Client Population/Number to be Served: Physically or Mentally Disabled Medicaid Recipients.

**SUMMARY STATEMENTS**

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

Private Duty Nursing Services prior approval by Oneida County Office for the Aging & Continuing Care.

**2). Program/Service Objectives and Outcomes -**

To provide Private Duty Nursing Services to eligible Medicaid Recipients to enable them to remain at home or delay or prevent entrance to a higher level of care.

**3). Program Design and Staffing Level - N/A**

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

**Total Funding Requested:** \$ 25.00 per hour RN  
\$ 21.00 per hour LPN  
\$ 28.00 per hour RN Hi-Tech  
\$ 23.00 per hour LPN Hi-Tech

**Oneida County Dept. Funding Recommendation:** Same as above -Rates approved by New York State. Account # A6102.495

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

Federal	62 %	- \$ 15.50
State	28 %	- \$ 7.00
County	10 %	- \$ 2.50

\* Using \$ 25 per hour RN rate

**Cost Per Client Served:** Rates approved by New York State & vary according to level of care.

**Past Performance Served:** For the period January 1, 2008 through December 31, 2008 the County paid \$ 583,642 to Oxford Home Care services.

**O.C. Department Staff Comments:** The County has had a Contract with Oxford Home Care Services for Private Duty Nursing since 1996.

The Department Contracts with a number of Health Care Agency's to ensure the availability of services when needed.

Anthony J. Picente Jr.  
County Executive



Lucille A. Soldato  
Commissioner

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

July 31, 2009

7N2009-350

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

**HUMAN RESOURCES**

**WAYS & MEANS**

2009 AUG -7 AM 11:06  
ONEIDA COUNTY LEGISLATURE  
FOR REVIEW

Dear Mr. Picente:

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

The Safe Schools Program contract with Utica Safe Schools/Healthy Students Partnership Inc. is a program to target high-risk students and their families at nine Utica Schools. The renewal Agreement will create and provide concentrated services to students. The program goals are to reduce negative and violent behavior, reduce substance abuse, improve school attendance, academic performance and reduce suspensions, reduce family problems and increase the family's involvement in the youth's education, and improve efficiency in the private and public services delivered with cost effectiveness benefits for the community.

This Agreement will run from October 1, 2009 through September 30, 2010 with a budget of \$512,500.00 with a local cost of 23.81 % or \$ 122,026.25. The Contractor will spend an additional \$275,962 on the project.

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.

Sincerely,

Lucille A. Soldato  
Commissioner

LAS/tms  
attachment

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

Anthony J. Picente, Jr.  
County Executive

Date 8/5/09

///

7/30/09  
# 31801

**Oneida Co. Department Social Services**

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

**Oneida County Board of Legislators**  
**Contract Summary**

**Name of Proposing Organization:** Utica Safe Schools/Healthy Students Partnership Inc.  
1115 Mohawk Street  
Utica, New York 13501

**Title of Activity or Services:** Safe Schools Program

**Proposed Dates of Operations:** October 1, 2009 – September 30, 2010

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

The target population will be high-risk eligible students and their families, at nine Utica Public Schools: Albany Elementary School, Columbus Elementary School, General Herkimer Elementary School, Hughes Elementary School, Jefferson Elementary School, Kernan Elementary School, Watson-Williams Elementary School, Donovan Middle School and J.F. Kennedy Middle School.

**SUMMARY STATEMENTS**

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

The Contractor will concentrate services for high-risk youth within the school and neighborhood at a more intensive level than available in the past.

The Contractor will provide the following services:

- Complete assessment, using specified instructions, of each referred child and, when appropriate, his or her Family.
- Review assessment results and develop a plan of service with the Child Study Team (Student Support Group) and the Safe School clinical team.
- Link Individual children to Safe School and other services.
- Consult with school leadership to ensure effective delivery of Safe Schools and other services, including the Before and After School Programs. This may include activities such as working to schedule meeting space, etc.
- Oversee the provision of services to a child/family to ensure fidelity to the prescribed, evidence-based models.
- Conduct outreach and use technology to quickly identify students who can benefit from Safe Schools and other services.
- Collect and analyze the data needed to meet the objectives and goals determined by the program assessment and service plan.
- Act as a resource and liaison between the education team and community partners such as

- Law Enforcement, Probation, Family Court, Department of Social Services, etc.
- Act as single point of access for services and programs being provided in the assigned schools.
- Be available to principals and all other school staff for consultation and support regarding the security, safety, and emotional well being of students and families.
- Other services deemed necessary by the contractor and Department.

**2). Program/Service Objectives and Outcomes -**

The Contractor has the following Goals and outcomes for the 2009-2010 School year:

Goal:

- The goal of this project is to create and provide concentrated services to students at seven Elementary Schools and two Middle Schools in the Utica School District that will:
  - reduce negative and violent behavior
  - reduce substance abuse
  - improve school attendance academic performance and reduce suspensions
  - reduce family problems and increase the family's involvement in the youth's education
  - improve efficiency in the private and public services delivered with cost-effectiveness benefits for the community.

Outcomes:

- 60% of Safe Schools students will maintain 75-80% attendance
- 80% of Safe Schools students will achieve at least a "C" average in classes.
- Safe Schools will assist in reducing the number of discipline referrals
- Safe Schools will increase the number of social skills groups from the number offered in the previous school year.
- Decrease the number of incidents reported to the School Resource Officers

**3). Program Design and Staffing Level -**

- One (1) Director
- One (1) Assoc. Director of Programs
- One (1) Finance Manager
- One (1) IT Specialist
- One (1) Administrative Assistant
- nine (9) Site Coordinators

**Total Funding Requested:** \$ 512,500.00

**Oneida County Dept. Funding Recommendation:** Account #:A6070.49549

**Mandated or Non-Mandated:** Preventive Services are mandated and is at the Department's discretion as to how these services are provided.

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

Federal	31.97 % =	\$ 163,846.25
State	44.22 % =	\$ 226,627.50
County	23.81 % =	\$ 122,026.25

**Cost Per Client Served:**

**Past performance Served:**

Utica Safe Schools Program provides the following services:

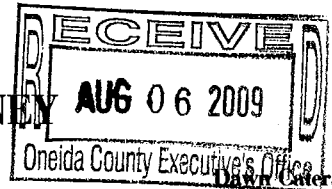
- Individual Student Support: Meet with students individually to address needs, mentoring, homework assistance, mediation, make appropriate assessments, intervention support to students in crisis, support student behavior plans developed by school staff, bull prevention, and intervention, coordinator services with other building staff to support the student, homeless assistance and support, identify and reduce barriers to learning, etc.
- Group Activities: Offer alternatives to violence or negative behavior, promote positive problem solving, reduce aggressive behaviors, enhance skills for anger management, encourage bullying prevention, learning ways to effectively communicate with peer and adults, identify and address self-esteem concerns, grief and loss, etc.
- Family Support: Reaching out to parents through mail, phone or in person, working with parents to encourage involvement at the school level, make referrals to school and community based agencies, develop plans to support and encourage their children in pro social skills and academic achievement, make home visits when deemed necessary, completing assessments on students, completing consent forms and preventative services questionnaire, etc.
- Referrals: Refer students to programs within the school to provide support and improve behavior or academics as deemed appropriate. Make referrals to families for students to outside agencies as deemed necessary and appropriate depending on students' individual needs. Offer and accept referrals at school based Instructional Support Team (IST) meetings based on issues brought to the meeting.

**O.C. Department Staff Comments:** The Department has contracted with this contractor since 2004. This Contract is being renewed at the same funding as 2008-2009. The Contractor will spend an additional \$275,962 to support this program.



ONEIDA COUNTY  
OFFICE OF THE DISTRICT ATTORNEY

Scott D. McNamara  
District Attorney



Michael A. Coluzza  
First Assistant

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

Laura Lupi  
First Assistant

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

July 31, 2009

7N2009-351

**PUBLIC SAFETY  
WAYS & MEANS**

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
AUG 10 PM 4:17

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 Total Work Station for the New Hartford Police Department:

TO:

- A1162.492 Computer Software \$4,500
- A1162.212 Computer Hardware \$7,500

This 2009 supplemental appropriation will be fully supported by forfeiture funds that are already on deposit.

A1207 Law Enforcement, Approp. F.B. Year Forfeitures \$12,000

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

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

Thank you for your time and assistance in this matter.

Very truly yours,

Scott D. McNamara  
Oneida County District Attorney

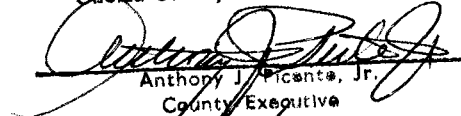
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The Honorable Anthony J. Picente, Jr.  
July 31, 2009  
Page Two

cc: Hon. Gerald Fiorini, Chairman  
Hon. David Wood, Majority Leader  
Hon. Michael Hennessy, Minority Leader  
Hon. Les Porter, Chairman, Ways & Means Comm.  
Hon. Richard Flisnik, Chairman, Public Safety  
Thomas Keeler, Budget Director

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

  
Anthony J. Picente, Jr.  
County Executive

Date 8/6/09

116-

# Griffiss International Airport



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

ANTHONY J. PICENTE, JR.  
County Executive

W. VERNON GRAY, III  
Commissioner of Aviation

7N2009-352

August 3, 2009

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

**AIRPORT**

**WAYS & MEANS**

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2009 AUG 10 PM 4:12

Dear County Executive Picente,

The Federal Aviation Administration (FAA) requires an airport (FAR Part 139.337) to conduct a preliminary Wildlife Hazard Assessment to further determine the necessity for wildlife management. This one-day preliminary Wildlife Hazard Assessment was conducted at Griffiss International Airport on May 7, 2008 by the United States Department of Agriculture's Wildlife Services. USDA's findings recommend that a year long Wildlife Hazard Assessment is necessary. Should the FAA then determine that a Wildlife Hazard Management Plan is also necessary, one will subsequently be prepared. An FAA Airport Improvement Program grant application was recently submitted to fund this work and we have received a grant offer to be executed.

Attached for Board approval is a proposal from Loomacres Wildlife Management to conduct the necessary Wildlife Hazard Assessment and develop a Wildlife Hazard Management Plan. Loomacres is classified as a "qualified airport wildlife biologist". (The USDA Wildlife Serves declined to provide a proposal at this time.)

The Department of Aviation therefore recommends acceptance of the proposal and agreement from Loomacres Wildlife Management for a not to exceed total of \$66,222.00 to provide a Wildlife Hazard Assessment and develop a Wildlife Hazard Management Plan. The FAA grant offer under the Airport Improvement Program which will provide 95% Federal (\$62,910.90) and 2.5% State (\$1,655.55) participation with 2.5% local (\$1,655.55), charge H-339. *If you concur, please forward to the Oneida County Board of Legislators for consideration at its earliest date possible.*

Thank you for your support. Please contact me should you have any further questions.

Sincerely,

W. Vernon Gray, III  
Commissioner of Aviation

WVG:wfa

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

Anthony J. Picente, Jr.  
County Executive

Date 8/2/09

Oneida County Department: Aviation

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

## Oneida County Board of Legislators Contract Summary

Name of Proposing Organization: Loomacres Wildlife Management

Title of Activity or Service: **Consultant/Biologist**

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

Summary Statements:

1) Narrative Description of Proposed Services:

**Year long wildlife hazard assessment & development of management plan.**

2) Program/Service Objectives and Outcomes:

Compliance with FAA regulations part 139.337

3) Program Design and Staffing Level:

**N/A**

Total Funding Requested: **\$66,222.00**

Oneida County Department Funding Recommendation: **\$66,222.00** Account # **H-339**

Proposed Funding Source: Federal **\$62,910.90** State **\$1,655.55** County **\$1,655.55**

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

Past Performance Data: **N/A**

Oneida County Department Staff Comments: Approved by Acquisition & Contract 7/29/09.

COPY

# **LOOMACRES**

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## **Wildlife Management**

*“Bringing wildlife management to a higher level”™*

*Proposal to Conduct  
a Wildlife Hazard Assessment  
for  
Griffiss International Airport*

.....

**P.O. Box 361  
Warnerville, NY 12187  
607-760-8748**

*- P r o f e s s i o n a l - R e l i a b l e - E t h i c a l -*

**Table of Contents**

**Company profile.....3**

**Personnel.....3**

**Recent projects.....4**

**Financial Resources.....4**

**Objectives.....5**

**Services provided.....5**

**Licenses and Permits.....7**

**Insurance.....7**

**Term.....8**

**Fees.....8**

**Financial Contacts.....9**

**Appendix.....10**

## Company profile

Loomacres Wildlife Management's primary mission is to provide government agencies, municipalities, and the private sector with the highest quality of environmental consulting available. Loomacres Wildlife Management is a company that understands the needs of airport managers to provide a safe environment for the operation of aircraft. Loomacres staff also understands the requirements that animals need. Often these problems collide creating an unsafe environment for people and wildlife. Our employees utilize their extensive experience and training in order to provide the utmost quality in wildlife management. They use sound, ethical practices to help alleviate the risk to human health and safety. Loomacres' foundation is based upon three basic principles: **professionalism, ethics, and reliability**.

**Ethics:** Loomacres Wildlife Management sets the standard for ethics in the industry. Loomacres efficiently serves our clients with safe, ethical, and innovative solutions that work.

**Reliability:** Loomacres Wildlife Management provides reliable service by consistently reacting to unforeseen conditions.

**Professionalism:** Our staff has the experience and credentials to meet the high standards that are required by the FAA and your airport. Only the most professional company can provide quality services in the unique environment found on airports.

## Personnel

Loomacres Inc. puts its reputation in the selection and the performance of our employees. All of the personnel that will be operating on Griffiss International Airport have extensive experience conducting wildlife conflict resolution at airports, as well as performing ecological studies and surveys.

Loomacres Inc. currently utilizes the skills of two Certified Airport Wildlife Biologists (Appendix I). They are supported by a staff of wildlife technicians that have extensive experience working on airport related wildlife issues. Our employees work under the direct supervision of the lead Wildlife Biologist and President of Loomacres Inc., Mr. Cody Baciуска. Mr. Baciуска has conducted Wildlife Hazard Assessments, developed Wildlife Hazard Management Plans, and has conducted numerous airport related research studies. Mr. Baciуска has provided wildlife hazard mitigation for some of the largest airports in the United States; including John F. Kennedy International Airport, and LaGuardia International Airport.

The personnel that will be assigned to Griffiss International Airport are trained on the safety and security procedures that must be followed at all times while working on airports. The manager of

this project is Cody Baciуска. Mr. Baciуска will also be the primary Biologist overseeing all of the services offered in this proposal. Mr. Baciуска meets the requirements outlined in AC No: 150/5200-36.

## **Recent projects**

**-Plattsburgh International Airport:** Loomacres Inc. is currently the prime consultant providing wildlife conflict resolution and Wildlife Hazard training for the airport. Loomacres Inc. has conducted a Wildlife Hazard Assessment and developed a Wildlife Hazard Management Plan for PBG. AIP funding was used to fund this project. For more information please contact Frank Dietz, Assistant Manager, Plattsburgh International Airport, at 518-565-4015.

**-Syracuse International Airport:** Loomacres Inc. is currently conducting a Wildlife Hazard Assessment for the airport. Loomacres Inc. also assists the airport with direct control projects and Wildlife Hazard training. For more information please contact John Carni, Operations Manager, Syracuse Department of Aviation, at 315- 455-3680

**-Buffalo Niagara International Airport:** Loomacres Inc. is the prime consultant providing Wildlife Hazard Management training and consulting services. Loomacres Inc. also provides onsite wildlife conflict resolution. For more information please contact Dave Macy, Operations Supervisor, Buffalo International Airport at 716-863-3586.

**-Elmira-Corning Regional Airport:** Loomacres Inc. is the prime consultant providing Elmira-Corning Regional Airport with an assessment of wildlife hazards at their airport. We have also assisted with the development of their Wildlife Hazard Management Plan, which has been approved by the FAA. Elmira-Corning Regional Airport has also contracted Loomacres Inc. to provide direct control of hazardous wildlife for the past several years. For more information please contact Bill DeGraw, Director of Operation, Elmira-Corning Regional Airport, at 607-426-5622.

Additional references are available on request.

## **Financial resources**

Through income from our active projects and backing from private investors, Loomacres Inc. has the financial resources to adapt to unforeseen situations. Loomacres Inc. guarantees the ability to provide all necessary equipment and human resources that are required to fulfill current and future contracts.



## Objectives

Loomacres Inc. wishes to enter into a fifteen month agreement with Griffiss International Airport. Loomacres Inc. shares in the commitment of airports to protect human health and safety by helping provide a safe operating environment for passengers, personnel and aircraft.

The specific objectives of the agreement are to:

- Conduct a Wildlife Hazard Assessment (Comprehensive Ecological Study)
- Update/Develop a Wildlife Hazard Management Plan
- Establish a wildlife hazard monitoring program
- Alert airport personnel of potential wildlife hazards
- Remove/reduce wildlife hazards on an as-needed basis
- Reduce the number of wood chuck (*Marmota monax*), and white-tail deer (*Odocoileus virginianus*) that inhabit airport property
- Conduct FAA required Wildlife Hazard Training
- Assist airport personnel with the maintenance and renewal of wildlife permits

## Phase I:

Loomacres Inc. will conduct a Wildlife Hazard Assessment, as required by the FAA, Title 14 139.337(b) (1-4).

- I. Avian surveys will be conducted to document the species, number, habitat use and seasonal activity of birds that inhabit the airport. The surveys will be conducted four times monthly and will continue for one year. The surveys will be conducted at 12 or more sites located on and adjacent to the airport property. Site selection will be determined at the start of the project. During the surveys each of the sites will be visited for 3 minutes. The birds that are observed during this time will be documented. The results will be analyzed and included in the final WHA report.
- II. Large mammal surveys will be conducted 2 times per month. Spotlights/Night vision/Infra-red will be used to document the abundance and distribution of mammals such as white-tail deer and coyotes. A vehicle will be used to survey the AOA and surrounding property. The route the vehicle will travel will be determined during the first visit to the airport. The results will be analyzed and included in the final WHA report.
- III. Small mammal surveys will be conducted during the spring and fall to document the small mammal population at the airport. Two, 1000 ft, transects will be set up in varying habitat types within the airport property. Small mammal traps will be placed every ten feet along each of the transects. The transects will be set for a total of three nights. Each day the traps will be checked and the species caught will be recorded. The results will be analyzed and included in the final WHA report.

- IV. Vegetation surveys will be conducted to determine the dominant vegetation species on the airport. Grass height will be monitored at each survey location (12 sites) on a monthly basis to determine the average grass height for the growing season. The results will be analyzed and included in the final WHA report.
- V. Insect surveys will be conducted to determine their potential to become wildlife attractants at the airport. Surveys will be conducted at 12 sites throughout the airport. Species composition and population index will be determined. The results will be analyzed and included in the final WHA report.
- VI. Perimeter fence surveys will be conducted during each visit to the airport. If a breach in the fence is discovered, the location and recommendations will be provided to the airport immediately. A summary of the results will be provided in the final WHA report.
- VII. Loomacres Inc. staff will also document all major wildlife attractants and wildlife hazards at the airport and within 5 miles of the airport. This data and mitigation recommendations will be presented in the final WHA report.
- VIII. The Wildlife Hazard Assessment will also analyze the history of bird strikes that have occurred at Griffiss International Airport.
- IX. A review of all wildlife-associated permits will be assessed and a historical review of their use will be presented in the Wildlife Hazard Assessment.
- X. At the end of the contract period the findings of the surveys, and all above mentioned will be compiled into a detailed report and presented to Griffiss International Airport. The report will also include a description of any potential wildlife hazards observed on and around the airport. In addition, the report will provide recommendations for reducing identified wildlife and their potential for causing wildlife strikes, and make recommendations for mitigating the wildlife attractants found on and around the airport. Loomacres Inc. will use this information to develop/update the Wildlife Hazard Management Plan.
- XI. While on-site Loomacres Inc. personnel will be available to assist airport personnel with the dispersal or removal of potential wildlife hazards (whitetail deer, gulls, woodchucks etc.), utilizing pyrotechnics, firearms, cage traps and body gripping traps.

Specifically, Loomacres will dedicate a portion of time while on site to reduce the number of woodchucks that are inhabiting the area. Loomacres will also conduct a deer population reduction program. The program will involve 3 steps; 1. Loomacres Inc. will inspect the perimeter fence to ensure that deer can no longer gain access to the airport, 2. Loomacres Inc. will investigate non-lethal techniques to remove deer from within the airports perimeter fence, 3. If alternative methods are unsuccessful, or determined not to be appropriate, Loomacres Inc. will conduct lethal deer removal. These methods will be discussed with airport management prior to their use. All of Loomacres Inc. personnel are trained, licensed, and experienced in the use of firearms, traps and pyrotechnics.

- XII. During the term of the contract Loomacres Inc. will conduct one, Bird Identification and Wildlife Hazard Management training course that is required by the FAA. The training will be conducted at Griffiss International Airport. If some airport personnel are unable to

attend the training, they may attend one of our regularly scheduled trainings at other airports. Please see appendix II for an outline of the training session. All personnel that attend and pass the training will receive a certificate verifying their accomplishment. The names and grades of those in attendance will be provided to the Airport Manager and Loomacres Inc. will retain a copy. Please retain all documentation regarding this training for future reference.

- XIII. In the event of a wildlife/bird strike, Loomacres Inc. will assist airport personnel with the identification of the animal struck. Loomacres Inc. will also aid in the reporting of the strike.
- XIV. When necessary, Loomacres Inc. can assist Griffiss International Airport with public relations. This includes public out-reach, and media relations. In addition, Loomacres Inc. will assist in acquiring land owner permission in the immediate area surrounding the airport in order to conduct wildlife conflict resolution.

## **Phase II:**

Loomacres Inc. will develop a Wildlife Hazard Management Plan that will meet the requirements of FAA, Title 14 Part 139.337 (e) & (f)

- I. Following the completion to the Wildlife Hazard Assessment Loomacres Inc. will develop /update a Wildlife Hazard Management Plan for Griffiss International Airport. The WHMP will be based on the data gathered during the Wildlife Hazard Assessment. A Wildlife Hazard Management Plan provides detailed procedures and guidelines for the airport to address wildlife hazards at the airport. It will also prioritize the goals of the plan and sets a timeline for the accomplishment of the goals. The plan will recognize the people that will carry out the established goals.

## **Licenses and Permits**

Loomacres Inc. maintains all necessary permits and licenses to conduct wildlife management activities on airports. It is the responsibility of the airport to maintain all appropriate state and federal permits that will be required to remove and harass wildlife on airport property. Loomacres Inc. should be listed as a sub-permittee on all appropriate permits. Loomacres Inc. will act as a liaison with both State and Federal agencies to assist the airport with necessary application, permitting and reporting procedures. Loomacres Inc. will assist airport personnel with the maintenance and renewal of Wildlife Permits.

## **Insurance**

Loomacres Inc. maintains liability insurance coverage consisting of 1,000,000.00 per incident and 2,000,000.00 aggregate. A certificate of Liability Insurance will be provided with this proposal.

(Appendix III) If additional insurance is required Loomacres Inc. will acquire and present appropriate documentation prior to the start of this project.

**Term**

Due to the time sensitive nature of FAA requirements and the importance of reducing potential wildlife hazards, Loomacres Inc. is available to initiate this project at the airports earliest convenience. The proposed term of the agreement will begin on signing of this proposal and conclude fifteen months later. Loomacres Inc. personnel will be available up to a total of forty man-hours per month for twelve months to conduct wildlife surveys, wildlife conflict resolution, data analysis, and travel to and from the airport. If additional hours are required to conduct wildlife control, they will be billed in addition at \$75 per hour. Loomacres Inc. guarantees that the agreed upon services will be available for the entire length of the agreement.

**Phase I:**

Twelve months will be dedicated to the WHA and Wildlife Conflict Resolution, and two months will be dedicated to data analysis and the development of the Wildlife Hazard Assessment.

**Phase II:**

One month (month 15) will be dedicated to the development of the airports Wildlife Hazard Management Plan.

**Fees**

**Phase I:**

Wages and Administrative:	<u>\$34,061.00</u>
Transportation, and Supplies:	<u>\$11,003.00</u>
<b><u>Phase I Total:</u></b>	<b><u>\$45,094.00</u></b>

**Phase II:**

Wages and Administrative:	<u>\$4,074.00</u>
Transportation, and Supplies:	<u>\$357.00</u>
<b><u>Phase II Total:</u></b>	<b><u>\$4,431.00</u></b>

**Additional Equipment (estimate):**

Additional equipment is considered equipment that was purchased directly for this project. These items may include; traps, pyrotechnics, trees stands, and wildlife dispersal equipment. The cost of these items will be billed in addition to the project total.

**Additional Equipment Estimate:**

**\$16,697.00**

**Project Total (not to exceeded)**

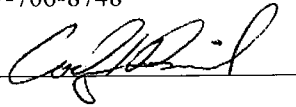
**\$66,222.00**

**Billing and Payment:**

The total cost of phase I, and II is \$49,525.00. Griffiss International Airport will be invoiced on a monthly basis in the amount of \$3,301.66. If additional hours are required (greater than 40 hours/month) to conduct wildlife control they will be billed at a rate of \$75.00 per hour. Items that are purchased as "Additional Equipment" will be billed at cost at time of purchase.

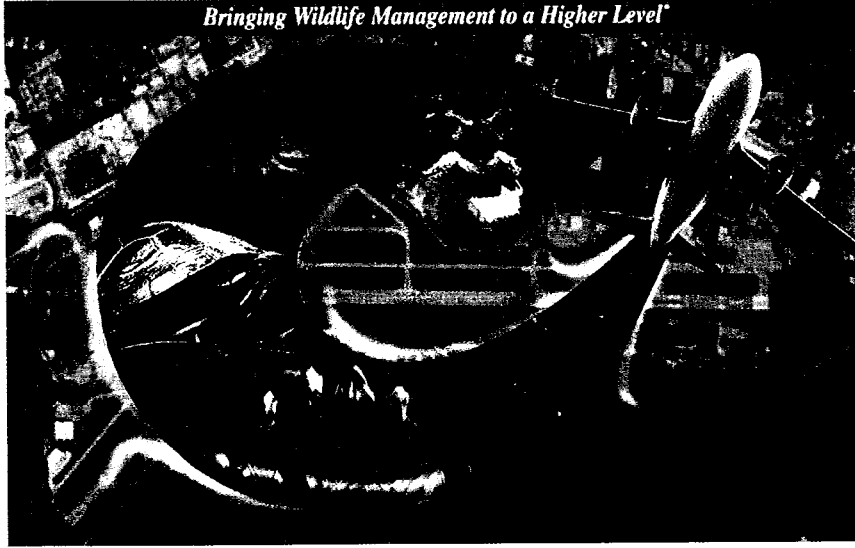
**Additional Information**

The information that is contained in this proposal is copyrighted. The information may be confidential or proprietary. This proposal should only be reviewed by the intended recipient or a representative of that person. If the proposal is not accepted, the original should be returned to Loomacres Inc. and all copies should be destroyed. This proposal is valid for 1 year form the date listed below.

<b>Loomacres Inc.:</b>	<b>Griffiss International Airport:</b>
Name: Cody Baciaska	Name:
Title: President	Title:
Phone: 607-706-8748	Phone:
Signature: 	Signature: _____
Date: <u>July 21, 2009</u>	Date: _____

# **LOOMACRES** **Wildlife Management**

*Bringing Wildlife Management to a Higher Level*



**APPENDIX I**

Dear Airport/Operations Manager,

This letter was prepared to provide the Certificate Holder with documentation verifying that Loomacres' personnel meet the requirements of §139.337(f)(7)(a-d) outlined in AC No: 150/5200-36

Subsection a:

The lead Trainer/qualified airport wildlife biologist has the necessary academic coursework and work experience to meet the qualifications of a GS-0486 series wildlife biologist as defined by the U.S. Office of Personnel Management classification standards.

Subsection b:

The lead Trainer/qualified airport wildlife biologist has taken and passed an airport wildlife hazard management-training course acceptable to the FAA administrator.

Subsection c:

The lead Trainer/qualified airport wildlife biologist has conducted at least one Wildlife Hazard Assessment acceptable to the FAA administrator.

Subsection d:

The lead Trainer/qualified airport wildlife biologist has taken and passed an airport wildlife hazard management-training course acceptable to the FAA administrator.

Sincerely,

Cody Baciaska  
President

*- P r o f e s s i o n a l - R e l i a b l e - E t h i c a l -*  
Loomacres Wildlife Management • P.O. 361 • Warnerville, NY 12187  
Phone: 607-760-8748 • Fax: 518-234-8547  
www.Loomacres.com • info@loomacres.com

## Airport Wildlife Biologist Listing

Individuals appearing on these lists have satisfactorily demonstrated to Embry-Riddle Aeronautical University they possess the required education and experience as stipulated under FAA Advisory Circular 150/5200-36 to be classified as a "qualified airport wildlife biologist".



[Application Instructions](#)

[Application](#)

[FAA A/C 150/5200-36](#)

### Important Information

Embry-Riddle Aeronautical University is providing this list as a service to the Aviation Community to identify individuals that have satisfactorily demonstrated they possess the required education and experience related credentials to be classified as a "qualified airport wildlife biologist" as stipulated in FAA Advisory Circular 150/5200-36. Embry-Riddle Aeronautical University in no way endorses or recommends, implied or otherwise, any individual or business contained on this list. Only information necessary to verify credentials and basic contact information have been collected. Individuals and/or businesses appearing on this list have paid a Verification Process Application fee. No individual or business appearing on this list has been required to attend Embry-Riddle Aeronautical University or its related training programs.

### Qualified Biologists (Listed alphabetically by last name)

Bill (William) Antonides  
Gander Island Consulting Service, Inc.  
814 N. Arch Street  
Aberdeen, SD 57401-2951  
Phone: (605) 229-4712  
Email: [billantonides@abs.midco.net](mailto:billantonides@abs.midco.net)

Edward C. Cleary  
WASHMan LLC.  
212 Azalea Road  
Colonial Beach, VA. 22443  
Phone/Fax: (804) 224-6069  
Email: [washmaned@aol.com](mailto:washmaned@aol.com)

Cody Baciuska  
Wildlife Biologist  
Loomacres Wildlife Management  
P.O. Box 361  
Warnerville, NY 12187  
Phone: (607) 760-8748  
Email: [cody@loomacres.com](mailto:cody@loomacres.com)  
Website: <http://www.airportwildlife.com>

Steven Donald Fairaizl  
Senior Biologist  
Airport Wildlife Consultants, LLC.  
4735 E. Melanie Drive  
Cave Creek, AZ 85331  
Phone: (480) 993-9357  
Email: [steveandgale@awcphx.com](mailto:steveandgale@awcphx.com)  
Website: <http://www.awcphx.com>

### End of Listing

Return To  
[Wildlife Mgmt Workshop Home Page](#)

© 2008 Embry-Riddle Aeronautical University  
Prescott, AZ  
Revised: ARN, Sept 29, 2008



## APPENDIX II

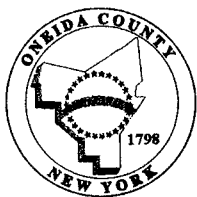
### **Wildlife Hazard Management and Bird Biology Training**

#### **General Outline**

- 1 Introduction & Overview of Training Objectives
  - A. Authority, Regulations, Legalities
  - B. Wildlife Hazard Management Plan
  
- 2 General Challenges to Aviation Safety Presented by Wildlife
  - A. Large and Small Mammals
  - B. Various Avian Species
  - C. On and Off-site Attractants
  
- 3 Practical Management Techniques
  - A. Food, Cover, & Water
  - B. Habitat Modification & Exclusion
    - a. Grass Management
    - b. Fencing
    - c. Brush Removal
  - C. Repellents
    - a. Chemical, Audio, Visual
  - D. Removal
    - a. Lethal
    - b. Non-Lethal
  
- 4 Reporting Procedures & Database
  - A. Bird/Other Wildlife Strike Report
  
- 5 Maintenance of State & Federal Permits
  
- 7 Bird identification & Bird Biology
  - A. Topography
  - B. Flight and Feathers
  - C. Molt and Migration
  - B. Identification
  
9. Pyrotechnic usage and safety
  
- 8 Review and Exam

**Appendix III**

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>				CSR TS BACIU-1	DATE (MM/DD/YYYY) 07/24/08		
<b>PRODUCER</b> Christian-Baker Company P.O. Box 158 Camp Hill PA 17001-0158 Phone: 717-761-4712 Fax: 717-761-5810			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
<b>INSURED</b> Cody Baciuska Acord's Wildlife Management 134 Markley Road Cobleskill NY 12043			<b>INSURERS AFFORDING COVERAGE</b>		<b>NAIC #</b> 33898 19682		
			INSURER A <b>AEGIS</b>				
			INSURER B <b>The Hartford</b>				
			INSURER C				
			INSURER D				
			INSURER E				
<b>COVERAGES</b>							
IF E POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR	ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
<b>A</b>			<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Herb/Pest Endt GENL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PER <input type="checkbox"/> LOC	NWC337716	07/01/08	07/01/09	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 10,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
			<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	39UECTE4648	04/01/08	04/01/09	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
			<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EAACC \$ AGG \$
			<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
			<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe in SPECIAL PROVISIONS below				WC STATUTORY LIMITS <input type="checkbox"/> OTHER EP \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
			OTHER				
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS							
<b>CERTIFICATE HOLDER</b>				<b>CANCELLATION</b>			
For Information Purposes Only				<b>FORBID</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.			
				AUTHORIZED REPRESENTATIVE <i>James P. Pace</i>			
ACORD 25 (2001/08)				© ACORD CORPORATION 1988			



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

*IN 2009-353*

August 7, 2009

**WAYS & MEANS**

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

Honorable Members:

I enclose herewith the 2009 enabling resolution extending the imposition of our additional sales tax rates until November 30, 2011.

The resolution mirrors the recent State legislation which extended the 1% rate established in 1992 and the three quarters of one per cent imposed in 2007. Both of these additional rates of sales tax will end on November 30, 2009 unless the Board of Legislators enacts the enclosed enabling resolution before September 1, 2009.

The duly enacted resolution must be filed with the Commissioner of Taxation and Finance at least 90 days before its effective date. This means we must have the enactment postmarked to the Tax Commissioner no later than September 2, 2009. I therefore request that the enabling resolution be passed at your **August 26, 2009** regular session.

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

Very truly yours,

  
Anthony J. Picente, Jr.  
Oneida County Executive

Cc: Anthony Carvelli

ONEIDA COUNTY LEGISLATION  
2009 AUG 10 PM 4:15

133

INTRODUCTORY  
NO.

F.N.

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO.

INTRODUCED BY:

2ND BY:

**RE: RESOLUTION EXTENDING THE IMPOSITION OF TAXES ON SALES AND COMPENSATING USE OF TANGIBLE PERSONAL PROPERTY AND CERTAIN SERVICES, ON OCCUPANCY OF HOTEL ROOMS, AND ON AMUSEMENT CHARGES, PURSUANT TO ARTICLE 29 OF THE TAX LAW OF THE STATE OF NEW YORK**

Be it enacted by the Board of Legislators of the County of Oneida, as follows:

SECTION 1. The first sentence of section two of Resolution #202 as enacted in nineteen hundred ninety, as amended, is amended to read as follows:

Section 2. Imposition of sales tax.

On and after December 1, 1990, there is hereby imposed and there shall be paid a tax of three percent upon, and for the period commencing September 1, 1992, and ending November 30, 2011, there is hereby imposed and there shall be paid an additional tax of one percent upon:

SECTION 2. Subdivision (f) of section three of Resolution #202 as enacted in nineteen hundred ninety, as amended, is amended to read as follows:

(f) With respect to the additional tax of one percent imposed for the period commencing September 1, 1992, and ending November 30, 2011, the provisions of subdivisions (a), (b), (c), (d) and (e) of this section apply, except that for the purposes of this subdivision, all references in said subdivisions (a), (b), (c) and (d) to an effective date shall be read as referring to September 1, 1992, all references in said subdivision (a) to the date four months prior to the effective date shall be read as referring to May 1, 1992, and the reference in subdivision (b) to the date immediately preceding

the effective date shall be read as referring to August 31, 1992. Nothing herein shall be deemed to exempt from tax at the rate in effect prior to September 1, 1992, any transaction which may not be subject to the additional tax imposed effective on that date.

SECTION 3. Section four of Resolution #202 as enacted in nineteen hundred ninety, as amended, is amended to read as follows:

Section 4. Imposition of compensating use tax.

(a) Except to the extent that property or services have already been or will be subject to the sales tax under this enactment, there is hereby imposed on every person a use tax for the use within this taxing jurisdiction on and after September 1, 1992, except as otherwise exempted under this enactment, (A) of any tangible personal property purchased at retail, (B) of any tangible personal property (other than computer software used by the author or other creator) manufactured, processed or assembled by the user, (i) if items of the same kind of tangible personal property are offered for sale by him in the regular course of business or (ii) if items are used as such or incorporated into a structure, building or real property, by a contractor, subcontractor or repairman in erecting structures or buildings, or building on, or otherwise adding to, altering, improving, maintaining, servicing or repairing real property, property or land, as the terms real property, property or land are defined in the real property tax law, if items of the same kind are not offered for sale as such by such contractor, subcontractor or repairman or other user in the regular course of business, (C) of any of the services described in paragraphs (1), (7) and (8) of subdivision (c) of section two, (D) of any tangible personal property, however acquired, where not acquired for purposes of resale, upon which any of the services described under paragraphs (2), (3) and (7) of subdivision (c) of section two have been performed, (E) of any telephone answering services described in subdivision (b) of section two and (F) of any computer software written or otherwise created by the user if the user offers software of a similar kind for sale as such or as a component part of other property in the regular course of business.

(b) For purposes of clause (A) of subdivision (a) of this section, for the period commencing September 1, 1992, and ending November 30, 2011, the tax shall be at the rate of four percent, and on and after December 1, 2011, the tax shall be at the rate of three percent, of the consideration given or contracted to be given for such property, or for the use of such property, including any charges for shipping or delivery as described in paragraph three of subdivision (b) of section one, but excluding any credit for tangible personal property accepted in part payment and intended for resale.

(c) For purposes of subclause (i) of clause (B) of subdivision (a) of this section, for the period commencing September 1, 1992, and ending November 30, 2011, the tax shall be at the rate of four percent, and on and after December 1, 2011, the tax shall be at the rate of three percent of, the price at which items of the same kind of tangible personal property are offered for sale by the user, and the mere storage, keeping, retention or withdrawal from storage of tangible personal property by the person who manufactured, processed or assembled such property shall not be deemed a taxable use by him.

(d) For purposes of subclause (ii) of clause (B) of subdivision (a) of this section, for the period commencing September 1, 1992, and ending November 30, 2011, the tax shall be at the rate of four percent, and on and after December 1, 2011, the tax shall be at the rate of three percent, of the consideration given or contracted to be given for the tangible personal property manufactured, processed or assembled into the tangible personal property the use of which is subject to tax, including any charges for shipping or delivery as described in paragraph three of subdivision (b) of section one.

(e) Notwithstanding the foregoing provisions of this section, for purposes of clause (B) of subdivision (a) of this section, there shall be no tax on any portion of such price which represents the value added by the user to tangible personal property which he fabricates and installs to the specifications of an addition or capital improvement to real property, property or land, as the terms

real property, property or land are defined in the real property tax law, over and above the prevailing normal purchase price prior to such fabrication of such tangible personal property which a manufacturer, producer or assembler would charge an unrelated contractor who similarly fabricated and installed such tangible personal property to the specifications of an addition or capital improvement to such real property, property or land.

(f) For purposes of clauses (C), (D) and (E) of subdivision (a) of this section, for the period commencing September 1, 1992, and ending November 30, 2011, the tax shall be at the rate of four percent, and on and after December 1, 2011, the tax shall be at the rate of three percent, of the consideration given or contracted to be given for the service, including the consideration for any tangible personal property transferred in conjunction with the performance of the service and also including any charges for shipping and delivery of the property so transferred and of the tangible personal property upon which the service was performed as such charges are described in paragraph three of subdivision (b) of section one.

(g) For purposes of clause (F) of subdivision (a) of this section, for the period commencing September 1, 1992, and ending November 30, 2011, the tax shall be at the rate of four percent, and on and after December 1, 2011, the tax shall be at the rate of three percent, of the consideration given or contracted to be given for the tangible personal property which constitutes the blank medium, such as disks or tapes, used in conjunction with the software, or for the use of such property, and the mere storage, keeping, retention or withdrawal from storage of computer software described in such clause (F) by its author or other creator shall not be deemed a taxable use by such person.

SECTION 4. Section 4-A of Resolution #202 as enacted in nineteen hundred ninety, as amended, is amended to read as follows:

Section 4-A. Imposition of additional rate of sales and compensating use taxes.  
Pursuant to the authority of section 1210 of the Tax Law, in addition to the sales and compensating

use taxes imposed by sections 2 and 4 of this resolution, there is hereby imposed and there shall be paid an additional three quarters of one percent rate of such sales and compensating use taxes, for the period December 1, 2007, and ending November 30, 2011. Such additional taxes shall be identical to the taxes imposed by such sections 2 and 4 and shall be administered and collected in the same manner as such taxes. All of the provisions of this resolution relating or applicable to the administration and collection of the taxes imposed by such sections 2 and 4 shall apply to the additional taxes imposed by this section, including the applicable transitional provisions, limitations, special provisions, exemptions, exclusions, refunds and credits as are set forth in this resolution, with the same force and effect as if those provisions had been incorporated in full into this section and had expressly referred to the additional taxes imposed by this section.

SECTION 5. Subdivision (k) of section 6 of Resolution #202 as enacted in nineteen hundred ninety, as amended, is amended to read as follows:

(k) Exemption of certain energy sources and related services from additional one percent rate of tax. Notwithstanding any inconsistent provision of this resolution, receipts from the retail sale or use of fuel oil and coal used for residential purposes; the receipts from the retail sale or use of wood used for residential heating purposes; and the receipts from every sale, other than for residential heating purposes; and the receipts from every sale, other than for resale, or use of propane (except when sold in containers of less than one hundred pounds), natural gas, electricity, steam and gas, electric and steam services used for residential purposes shall be exempt from the additional one percent rate of sales and compensating use taxes imposed by sections 2 and 4, respectively, of this resolution for the period commencing September 1, 1992, and ending November 30, 2011.

SECTION 6. Paragraphs (B) and (E) of subdivision (1) of section 11 of Resolution #202 as enacted in nineteen hundred ninety, as amended, are amended to read as follows:·

(B) With respect to the additional tax at the rate of one percent imposed for the period



beginning September 1, 1992, and ending November 30, 2011, in respect to the use of property used by the purchaser in this County prior to September 1, 1992.

(E) With respect to the additional tax at the rate of three quarters of one percent imposed for the period beginning December 1, 2007, and ending November 30, 2011, in respect to the use of property used by the purchaser in this County prior to December 1, 2007.

SECTION 7. Subdivisions (e) and (g) of section fourteen of Resolution #202 as enacted in nineteen hundred ninety, as amended, are amended, to read as follows:

(e) Notwithstanding any contrary provision of law, with respect to the additional one percent rate of sales and compensating use taxes imposed by sections two and four of this resolution for the period September 1, 1992, through November 30, 2011:

(1) where a city in Oneida County imposes tax pursuant to the authority of subdivision (a) of section twelve hundred ten of the Tax Law of the State of New York, the County shall allocate, distribute and pay in cash quarterly to such city one-half of the net collections attributable to such additional one percent rate of the County's taxes collected in such city's boundaries;

(2) where a city in Oneida County does not impose tax pursuant to the authority of such subdivision (a) of such section twelve hundred ten, the County shall allocate, distribute and pay in cash quarterly to such city not so imposing tax a portion of the net collections attributable to one-half of the County's additional one percent rate of tax calculated on the basis of the ratio which such city's population bears to the County's total population, such populations as determined in accordance with the latest decennial federal census or special population census taken pursuant to section twenty of the general municipal law completed and published prior to the end of the quarter for which the allocation is made, which special census must include the entire area of the County; and

(3) the County hereby dedicates the first one million five hundred thousand dollars of net collections attributable to such additional one percent rate of tax received by the County after the

County receives in the aggregate eighteen million five hundred thousand dollars of net collections from such additional one percent rate of tax imposed for any of the periods: September 1, 1994, through August 31, 1995; September 1, 1995 through August 31, 1996; September 1, 1996 through August 31, 1997; September 1, 1997 through August 31, 1998, September 1, 1998 through August 31, 1999, and September 1, 1999 through August 31, 2000; and September 1, 2000 through August 31, 2001; and September 1, 2001 through August 31, 2002; and September 1, 2002 through August 31, 2003, and September 1, 2003 through August 31, 2004, and September 1, 2004 through August 31, 2005; and September 1, 2005 through August 31, 2006, and September 1, 2006 through August 31, 2007; and September 1, 2007, through August 31, 2008, and September 1, 2008, through August 31, 2009; and September 1, 2009, through August 31, 2010; and September 1, 2010, through August 31, 2011 to an allocation on a per capita basis, utilizing figures from the latest decennial federal census or special population census taken pursuant to section twenty of the general municipal law, completed and published prior to the end of the year for which such allocation is made, which special census must include the entire area of the County, to be allocated and distributed among the towns of the County by an appropriation of the County's Board of Legislators; provided, further, that nothing herein shall require the Board of Legislators to make any such appropriation until it has been notified by any town by appropriate resolution and, in any case where there is a village wholly or partially located within a town, a resolution of every such village, embodying the agreement of such town and village or villages upon the amount of such appropriation to be distributed to such village or villages out of the allocation to the town or towns in which it is located.

(g) Net collections from the additional taxes imposed at the rate of three-quarters of one percent for the period December 1, 2007, through November 30, 2011, shall be set aside for county purposes and shall be available for any county purpose, and shall not be subject to any revenue distribution agreement entered into pursuant to the authority of subdivision (c) of section twelve

hundred sixty-two of the Tax Law.

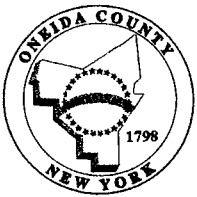
SECTION 8. This enactment shall take effect December 1, 2009

APPROVED: Ways & Means Committee ( )

DATED:

Adopted by the following roll call vote:

AYES \_\_\_ NAYS \_\_\_



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

*FN 2009-354*

August 10, 2009

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

**READ & FILED**

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ONEIDA COUNTY LEGISLATURE

Honorable Members:

In the course of the Board's discussions regarding the extension of the lease agreement with the Insight House Chemical Dependency Services, Inc., I contacted former Majority Leader Robert F. Julian for his recollections regarding the privatization of Insight House and the Board of Legislators' position regarding same at that time.

I enclose herewith Mr. Julian's response to my request. I provide same in order to give the Board some historical context in which the decisions regarding this mandated service were made in 1997.

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

Very truly yours,

Anthony J. Picente, Jr.  
Oneida County Executive

Cc: Robert F. Julian, Esq.

w/encl

Brindisi, Murad, Brindisi, Pearlman,  
Julian & Pertz, LLP

Attorneys and Counselors at Law

Louis T. Brindisi\*  
Anthony A. Murad  
Eva Brindisi Pearlman\*  
Anthony J. Brindisi  
Stephanie A. Palmer

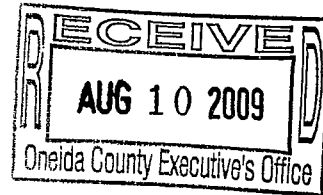
2713 Genesee Street  
Utica, New York 13501

Telephone: 315-733-2396  
Facsimile: 315-733-7933  
315-624-7726

Robert F. Julian  
Richard Pertz  
Julian & Pertz, PC

Paralegals:  
Michele Noti  
Tracey Mills

\*also admitted in Florida  
\*also admitted in VA, MD, & D.C.



August 6, 2009

Anthony Picente, County Executive  
Oneida County Office Bldg  
Utica, NY 13501

Dear Mr. Picente:

I have been advised that a letter I co-authored on June 20, 1996 has been the topic of discussion regarding renewal of a lease between Oneida County and the Insight House.

I have a general recollection of this matter and therefore would offer my thoughts so that the letter of June 20, 1996 can be placed in context. Insight House as a County Agency occupied the structure at 500 Whitesboro Street, Utica following a county-funded purchase of the building. The building was rehabilitated with state and federal funds.

My general recollection is that the late Paul Vitagliano, the very capable Executive Director of Insight House, was initially resistant to privatization. I had several substantive conversation with him on this issue, and greatly valued his opinions. Paul ultimately concluded that should Insight House, based on existing reimbursement formulas, remain a county agency, it would become a drain on county resources as it had potential to run substantial deficits. He also opined that as a not-for-profit corporation, Insight House could optimize reimbursement formulas available at that time from both state and private third-party payors. He offered those opinions to my best recollection after I authored the letter in question.

One concern that permeated all discussions was the age of the rehabilitated building and its overall suitability. The building, the former Potter School, was purchased and rehabilitated for Insight House while it was a county agency with the understanding that because of its age and layout, it would likely be substantially more expensive to operate than a new facility. My recollection is that the actual operating costs of the building were in fact very high. The advantage of purchase and rehabilitation was that the rehabilitation

Anthony Picente  
August 6, 2009  
Page 2

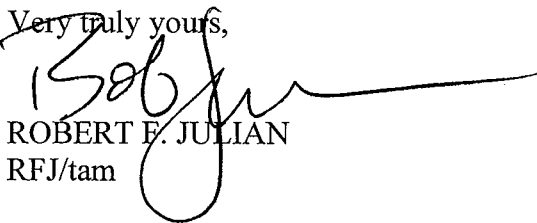
would cost less than new construction. Moreover, we would restore a historically significant building in a neighborhood that required attention.

I was convinced after all of my discussions with Mr. Vitagliano and County officials that the cost/risk/benefit to the county derived from transferring all obligations for the building to Insight House made economic sense to the taxpayers. The County retained title primarily because of grant in aid requirements.

Finally, I should point out that as a founding member of the Insight House Board of Directors, I had a natural prejudice which favored it remaining a county agency. Insight House was organized at a transitional time in the history of our nation and our community as communities reeled from what was known as the "drug epidemic". It's services were then and are now essential to the preservation of the very moral fiber of our society, offering a broad menu of rehabilitation services. When Insight House agreed by lease in 1996 to continue to give preference to local patients including the indigent, we all understood that the new corporation was assuming substantial risk and obligation. I am advised that they have treated 18,000 local residents and that county residents constitute 40% of their case load. When the lease was negotiated and consummated in the 1990s a major objective was the preservation of these essential services while reducing the risk to the county posed by potential operating deficits.

I have neither seen nor heard anything in the present debate that would suggest that our decisions were not sound. I voted for the lease as did the entire legislature but for one member.

Very truly yours,

  
ROBERT F. JULIAN  
RFJ/tam