



# ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini  
Chairman  
(315) 798-5900

Mikale Billard  
Clerk  
(315) 798-5404

David J. Wood  
Majority Leader

## COMMUNICATIONS WITH DOCUMENTATION

August 10, 2010

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

Patricia A. Hudak  
Minority Leader

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AVAILABLE ON WEBSITE ONLY

**PETITION BY ONEIDA COUNTY, N. Y.,  
BOARD OF LEGISLATORS  
for  
MEMORIALIZING PETITION**

F.N. 2010- 305

**READ & FILED**

**SPONSOR(S): JAMES D'ONOFRIO, (R-15), PATRICIA A. HUDAK (D-29)**

**MEMORIALIZING PETITION CALLING UPON THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION TO RECONSIDER ITS DRAFT STATE SOLID WASTE MANAGEMENT PLAN "BEYOND WASTE" TO ENSURE PLANNING UNITS AND MUNICIPALITIES ACROSS THE STATE ARE NOT BURDENED WITH ADDITIONAL FEES, SURCHARGES OR UNFUNDED MANDATES**

**WHEREAS,** the New York State Department of Environmental Conservation (NYSDEC) has developed a new Draft State Solid Waste Management Plan entitled "Beyond Waste"; and

**WHEREAS,** NYSDEC is accepting comments through August 16, 2010; and

**WHEREAS,** Oneida and Herkimer Counties as a planning unit for over twenty years has invested over \$100 million dollars in its self-sufficient fully integrated solid waste management system; and

**WHEREAS,** The Oneida-Herkimer solid waste management system has been recognized by NYSDEC as a progressive system which offers economic incentives that encourage waste reduction, recycling, composting and proper disposal of all /wastes generated; and

**WHEREAS,** Oneida-Herkimer solid waste management plan shares the same the goal of "Beyond Waste" to aggressively divert waste from our landfill; and

**WHEREAS,** "Beyond Waste" includes a number of proposals that would burden our citizens and businesses with additional surcharges, fees and unfunded mandates; and

**WHEREAS,** "Beyond Waste" does not include a detailed analysis of the economic impacts or feasibility of the plan; and

**WHEREAS,** "Beyond Waste" is not economically feasible at this time; now, therefore, be it

**RESOLVED,** that the Oneida County Board of Legislators urges the New York State Department of Environmental Conservation to reconsider its Draft State Solid Waste Management Plan "Beyond Waste" to ensure planning units and municipalities across the State are not burdened with additional fees, surcharges or unfunded mandates; and be it further

**RESOLVED**, that the Oneida County Board of Legislators urges the New York State Department of Environmental Conservation to include a detailed analysis of the economic impacts and feasibility of the plan in its final document; and be it further

**RESOLVED**, that the Clerk of the Board shall transmit copies of this memorializing petition to the New York State Department of Environmental Conservation; and be it further

**RESOLVED**, that the Clerk of the Board shall transmit copies of this memorializing petition to New York State Assembly Representatives Roann M. Destito (D-116), David R. Townsend (R-115), and William Magee (D-111), New York State Senators Joseph A. Griffo (R-47) and David J. Valesky (D-49), Governor David A. Patterson, New York State Assembly Speaker Sheldon Silver, State Senate Majority Leader Pedro Espada; and be it further

**RESOLVED**, that the Clerk of the Board shall transmit copies of this memorializing petition to the clerks of all other county legislatures throughout New York State.

The enclosed petition represents the opinion of those members of the Oneida County Board of Legislators signing the same regarding the contents or subject matter of the petition. Under the Rules of the Board, a Legislator may sign said petition or may, in the alternative, elect not to sign the petition. There are 29 members of the Oneida County Board of Legislators.

Dated: July 28, 2010





## ONEIDA COUNTY DEPARTMENT OF LAW

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

ANTHONY J. PICENTE JR.  
COUNTY EXECUTIVE

LINDA M.H. DILLON  
COUNTY ATTORNEY

FN 20 10 - 306

August 3, 2010

Hon. Anthony J. Picente, Jr.  
Oneida County Executive  
Oneida County Office Building  
800 Park Avenue, 10<sup>th</sup> Floor  
Utica, New York 13501

Re: County of Oneida – Empire Aero Center  
Termination of Lease Agreement – Building 100

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2010 JUL 31 PM 1:57

Dear Mr. Picente:

Relative to the above referenced matter, please allow me to summarize the recent series of events concerning Empire Aero Center's (EAC's) occupancy of Building 100, as well as the proposed course of action to dissolve the existing lease Agreement.

As you know, EAC gave notice to the County on February 12, 2010 of its intention to vacate Building 100, effective as of March 31, 2010. In that letter, EAC indicated that they would try to do their best to help the Lessor mitigate the effects of the unavoidable repudiation of the lease.

As and for a first step in minimizing the potential liability owed by EAC to the County, the County offered to modify the Lease so as to eliminate any obligation by EAC to occupy *and pay for* the East Hangar Bay, leaving EAC with the obligation to pay for the West Hangar Bay only. While EAC never responded to that proposal, EAC's obligation to begin paying rent for the East Hangar Bay never materialized because it did not take occupancy following the completion of the renovations by the County.

As you are also aware, EAC, by letter dated May 20, 2010, requested formal termination of the Building 100 Lease, as that was a pre-condition set by the buyer of EAC's assets. Termination of the Lease would enable the County to enter into one or more new leases for the same space.

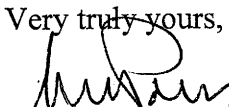
According to the records of the Audit and Control Department, EAC is current on its rental payments as of the date of this letter. Assuming EAC is in compliance with the terms of the Lease in all other respects, the County would benefit from the termination of same. Although there is no guarantee that the County will be able to negotiate a new

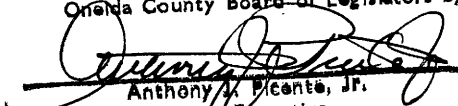
Lease with a new tenant or tenants upon the same or similar terms and conditions, in the interim, the rent obligation is being paid by MidAir under a Facility Use Permit for space in Building 100.

In view of the foregoing, it is the recommendation of the Law Department that the Board of Legislators, by formal resolve, release EAC from its obligations set forth in the lease for Building 100. I ask that this action be taken at the next regular session of the Board held on **August 11, 2010**.

Should you have any questions or concerns, I am available to discuss them at your convenience.

Very truly yours,

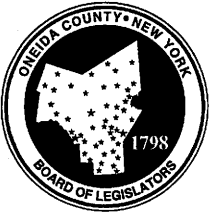
  
Kurt D. Parry  
Assistant County Attorney

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by  
  
Anthony J. Picante, Jr.  
County Executive

Date 8/3/10

P/p

Cc: Linda M.H. Dillon, Esq.  
Sheryl Brown  
W. Vernon Gray, III



# ONEIDA COUNTY BOARD OF LEGISLATORS

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

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(315) 798-5900

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Clerk  
(315) 798-5404

David J. Wood  
Majority Leader

Patricia A. Hudak  
Minority Leader

FN 20 10 - 307

August 3, 2010

**READ & FILED**

Mikale Billard, Clerk  
Oneida County  
Board of Legislators  
800 Park Avenue  
Utica, NY 13501

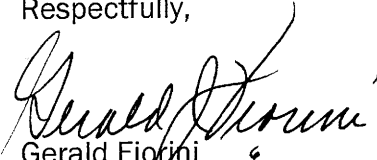
RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2010 AUG -3 PM 2:12

Mr. Billard:

The New York State Department of Agriculture & Markets has certified the parcels submitted during the district review of Oneida County Agricultural District No. 1, Towns of Annsville, Camden, Florence and Vienna (formerly District 21, towns of Annsville, Camden and Vienna).

Please file attached as a "Read & File docket to read "RE: NYS certification of properties added to Oneida County Agricultural District No. 1 during eight-year review"

Respectfully,

  
Gerald Fiorini  
Chairman of the Board

GJF:pp

District 1



STATE OF NEW YORK  
DEPARTMENT OF AGRICULTURE AND MARKETS

10B Airline Drive, Albany, New York 12235  
518-457-8876 Fax 518-457-3087  
www.agmkt.state.ny.us

David A. Paterson  
Governor

Patrick Hooker  
Commissioner

Susan L. Crabtree, Clerk  
Oneida County Legislature  
County Office Building  
800 Park Avenue  
Utica New York 13501

Dear Ms. Crabtree:

In accordance with Section 303-a of the Agriculture and Markets Law, the Oneida County Legislature submitted to me, by Resolution No. 387 of 2009, a district review plan to consolidate with modification Oneida County Agricultural District No. 1.

Following review of the plan and its related documentation, I find that the plan is eligible for districting.

Further, in accordance with the statutory procedures for certification of agricultural district review plans, the Commissioner of Environmental Conservation has determined that the District is consistent with state environmental plans, policies and objectives.

In consideration of my review of the proposal and the determination of the Commissioner of Environmental Conservation, I hereby certify that:

- A. The District is eligible for districting.
- B. The District consists predominantly of viable agricultural land.
- C. The continuation of the District is feasible.
- D. The District will serve the public interest by assisting in maintaining a viable agricultural industry within the District and the State.

The County is required to complete the next review of Oneida County Agricultural District No. 1 on or before September 28, 2017.

Signed and Sealed at the Town of Colonie,  
County of Albany, NY,  
This 29<sup>th</sup> day of December, 2009

PATRICK HOOKER  
Commissioner of Agriculture and Markets  
of the State of New York

cc: McCrea Burnham, Div. of Lands and Forests, DEC  
James Vincent, Chair, Advisory Council on Agriculture  
Susan B. Hoskins, IRIS  
Chair, County AFPB



ANTHONY J. PICENTE, JR., *County Executive*  
JOHN R. KENT, Jr., *Commissioner*



(315) 798-5710  
FAX (315) 798-5852  
planning@ccgov.net

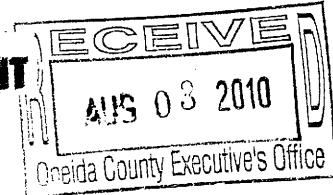
**Oneida County Department of Planning**  
Boehlert Center at Union Station, 321 Main Street, Utica, NY 13501

August 3, 2010

FN 20 10-308

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2010 AUG 30 PM 2:13

**ECONOMIC DEVELOPMENT  
& TOURISM**



**WAYS & MEANS**

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

Re: NYS Office of Community Renewal – 2010 Economic Development Grant Application – Bonide Products, Inc.

Dear County Executive Picente:

In a continuing effort to assist municipalities throughout New York State in creating jobs and new economic opportunities, Governor Paterson has announced the availability of funding for New York State's Community Development Block Grant (CDBG) 2010 Economic Development Program. The New York State Office of Community Renewal (OCR) has created a more flexible, year-round process for funding eligible economic development projects under the CDBG Program. The open funding round allows municipalities with projects that are ready to move forward to apply for funding at any time throughout the year.

Oneida County has submitted a preliminary request for funding for Economic Development Assistance for an amount not to exceed \$225,000 for Bonide Products, Inc. located in Oriskany, in the Town of Whitestown. This funding will assist the company with working capital as the company undergoes a 75,000 sq. ft. warehouse expansion adjacent to their existing facility. This project will create 15 new jobs at the Oriskany facility.

Since the CDBG program does not require a local match, no Oneida County dollars will be expended on these projects. Upon award of the CDBG grant, Mohawk Valley EDGE will administer the program on behalf of Oneida County.

Therefore, we respectfully request that you submit to the Oneida County Board of Legislators a request to authorize you to submit an application to the New York State Office of Community Renewal for an Economic Development grant totaling \$225,000. Included in this resolution is the authorization to conduct the mandated public hearings

on the Community Development Block Grant application, as required by the statutory requirements of the CDBG program, and, if awarded the grant, authorization to enter into an agreement with the Mohawk Valley EDGE to administer the program.

Due to the rapidly approaching OFSC application deadline of September 22, 2010, I am requesting an approval of these actions at their regular meeting on **August 25, 2010**.

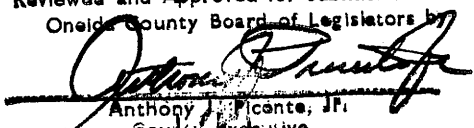
Should you have any questions regarding this matter please contact me.

Sincerely,



John R. Kent, Jr.  
Commissioner of Planning

Cc: Edward Welsh  
Emil Paparella  
Patricia Hudak

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by  
  
Anthony J. Picante, Jr.  
County Executive  
Date 8/19/10

RE: AUTHORIZATION FOR ONEIDA COUNTY TO MAKE APPLICATION TO THE NEW YORK STATE OFFICE OF COMMUNITY RENEWAL (OCR) FOR GRANTS TOTALING \$225,000 TO SUPPORT ECONOMIC DEVELOPMENT EFFORTS IN ONEIDA COUNTY

WHEREAS, Oneida County Executive Anthony J. Picente, Jr., is in receipt of correspondence from John R. Kent, Jr., Commissioner of Planning, requesting submittal of an application by Oneida County to the State of New York Office of Community Renewal (OCR) for Community Development Block Grant (CDBG) direct grants totaling \$225,000, and

WHEREAS, The Community Development Block Grant funds will provide funding assistance to Bonide Products, Inc. in Oriskany in the Town of Whitestown that will result in the creation of 15 new jobs, and

WHEREAS, The CDBG program requires the holding of two public hearings by the County prior to the submission of said application to obtain the views of citizens on community development and housing needs, and

WHEREAS, The CDBG program requires that the Community Development Block Grant application must comply with the program requirements set forth in 24 CFR Part 570, as amended, now, therefore, be it hereby

RESOLVED, That Oneida County Executive Anthony J. Picente, Jr., is authorized to submit the application and amendments thereto and all understandings and assurances contained therein, and is further authorized to act in connection with the application to provide such additional information as may be required to request and implement said funds, and it is further

RESOLVED, That the Oneida County Executive is authorized and directed to hold any required public hearings and execute all documents and certifications required as part of the submission of the application, and it is further

RESOLVED, That the County Executive is hereby authorized to execute such documents as may be required in order to implement the program if the application is approved, and enter into agreements with beneficiaries of the funds.

APPROVED: Ways & Means Committee

DATED:

Adopted by the following vote:

AYES \_\_\_ NAYS \_\_\_

# ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.  
ONEIDA COUNTY EXECUTIVE

GAYLE D. JONES, PHD, MPH, CHES  
DIRECTOR OF HEALTH

## ADMINISTRATION

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

July 21, 2010

FN 20 10 - 309

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

## PUBLIC HEALTH

Re: C-024629 Renewal

## WAYS & MEANS

Dear Mr. Picente:

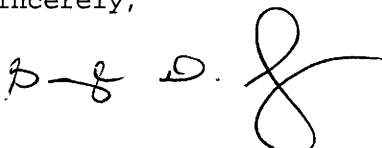
Attached are five (5) copies of a renewal agreement between Oneida County through its Health Department and New York State Department of Health - Children with Special Health Care Needs Program. As you are aware, the Oneida County Department of Health through the Division of Special Children's Services and Physically Handicapped Children's Program receives funding from the New York State Department of Health for the administration of the Children with Special Health Care Needs Program (CSHCN).

The Children with Special Health Care Needs Program provides information and referral to families of the CSHCN Program who are uninsured or underinsured or need assistance accessing appropriate community resources.

This agreement will commence October 1, 2010 through September 30, 2011 for a total reimbursement of \$27,691.00.

**NOTE:** New York State Department of Health requires two (2) original signatures with notary which will be returned to them.

Sincerely,




Gayle D. Jones, PhD, MPH, CHES  
Director of Health

GDJ/bc  
Attachments

RECEIVED  
ONEIDA COUNTY LEGISLATURE

2010 AUG 30 PM 2:00

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by  
  
Anthony J. Picente, Jr.  
County Executive  
Date 7/29/10

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

**DIVISION:** Special Children Services

**NAME AND ADDRESS OF VENDOR:** NYS Department of Health, Division of Family Health, Fiscal Unit, ESP Corning Tower, Room 876, Albany NY 12237-0657

**VENDOR CONTACT PERSON:** Kristin Kuentzel, Health Program Administrator  
Fiscal Unit, Division of Family Health

**DESCRIPTION OF CONTRACT:** The Children with Special Health Care Needs Program (CSHCN) is a public health program that provides information and referral services for health and related areas for families of CSHCN.

**CLIENT POPULATION SERVED:** Children 0 – 21 who have or are suspected of having a serious or chronic physical, developmental, behavioral or emotional condition and who also require health and related services of a type or amount beyond that required by children generally.

**PREVIOUS CONTRACT YEAR:**

**TOTAL:** \$27,691.00 without COLA

**THIS CONTRACT YEAR:**

**TOTAL:** \$27,691.00 without COLA

         NEW          X     RENEWAL               AMENDMENT

**FUNDING SOURCE:** Grant Award \$27,691.00

**ACCOUNT NUMBER:** A3401.02

State Funds	100%	
County Dollars - Previous Grant		\$ <u>        0.00        </u>
County Dollars - This Grant		\$ <u>        0.00        </u>

Approved as to form only: \_\_\_\_\_  
Brian Miga, Assistant County Attorney

**SIGNATURE:** Gayle D. Jones, Phd., MPH, CHES  
Director of Health

**DATE:** July 21, 2010

# ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.  
ONEIDA COUNTY EXECUTIVE

GAYLE D. JONES, PHD, MPH, CHES  
DIRECTOR OF HEALTH

## ADMINISTRATION

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

July 21, 2010

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

Re: C-024629 Renewal

Dear Mr. Picente:

Attached are five (5) copies of a renewal agreement between Oneida County through its Health Department and New York State Department of Health - Children with Special Health Care Needs Program. As you are aware, the Oneida County Department of Health through the Division of Special Children's Services and Physically Handicapped Children's Program receives funding from the New York State Department of Health for the administration of the Children with Special Health Care Needs Program (CSHCN).

The Children with Special Health Care Needs Program provides information and referral to families of the CSHCN Program who are uninsured or underinsured or need assistance accessing appropriate community resources.

This agreement will commence October 1, 2010 through September 30, 2011 for a total reimbursement of \$27,691.00.

**NOTE:** New York State Department of Health requires two (2) original signatures with notary which will be returned to them.

Sincerely,

Gayle D. Jones, PhD, MPH, CHES  
Director of Health

GDJ/bc  
Attachments



STATE OF NEW YORK  
DEPARTMENT OF HEALTH

Corning Tower The Governor Nelson A. Rockefeller Empire State Plaza Albany, New York 12237

Richard F. Daines, M.D.  
Commissioner

James W. Clyne, Jr.  
Executive Deputy Commissioner

July 15, 2010

Dan Gilmore  
Supervisor in Charge  
Oneida County Health Department  
Adirondack Bank Building, 5th Floor  
185 Genesee Street  
Utica, NY 13501

Dear Mr. Gilmore:

Enclosed please find a Children with Special Health Care Needs program contract package C-024629 including your approved budget and workplan in the amount of \$27,691 for the period October 1, 2010 – September 30, 2011.

Please obtain an authorized signature with notary on the enclosed signature pages and return two originals to me with all appendices by **July 29, 2010** to the following address:

NYS Department of Health  
Division of Family Health, Fiscal Unit  
ESP Corning Tower - Room 878  
Albany, NY 12237-0657

If you have any questions or require additional information, please call me at (518) 474-4569. Thank you.

Sincerely,

Kristin Kuentzel  
Health Program Administrator  
Fiscal Unit  
Division of Family Health

Enclosures

Agency Code 12000  
APPENDIX X

Contract Number: C-024629

Contractor: Oneida County Health Department

Amendment Number X-1

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(es) \_\_\_\_\_ with the attached appendix(es) \_\_\_\_\_
- Adds the attached appendix(es) B-1, C-1, D-1, G
- Other: (describe) \_\_\_\_\_

This amendment is X 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:

\$27,691  
(Value before amendment)

From 10 / 1 / 09 to 9 / 30 / 10  
(Initial start date)

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

\$27,691

From 10 / 1 / 10 to 9 / 30 / 11

This will result in new contract terms of:

\$55,382  
(All years thus far combined)

From 10 / 1 / 09 to 9 / 30 / 11  
(Initial start date) (Amendment end date)





Contractor: Oneida County Health Department  
 Contract No.: C-024629

APPENDIX B-1  
 TABLE A  
 BUDGET SUMMARY

Children with Special Health Care Needs Program  
 OPERATING BUDGET AND FUNDING REQUEST

Contract Period: October 1, 2010 - September 30, 2011

	=	+	+	+
	Total Expenses	Amount Requested from NYS	Other Source	Specify Other Sources
<b>Subtotal Personal Service</b> (Total Line Only from Table A-1):	\$30,845	\$27,348	\$3,497	See Table A-1
<b>Subtotal Nonpersonal Service</b> (Total Line Only from Table A-2):	\$3,486	\$343	\$3,143	See Table A-2
<b>GRAND TOTAL</b>	\$34,331	\$27,691	\$6,640	<b><u>CFDA INFORMATION</u></b> Federal Funds 93.994: Maternal and Child Health Services Block Grant (100%)

Contractor: Oneida County Health Department  
 Contract No.: C-024629

APPENDIX B-1  
 TABLE A-1  
 CHILDREN WITH SPECIAL HEALTH CARE NEEDS PROGRAM  
 OPERATING BUDGET AND FUNDING REQUEST  
 OCTOBER 1, 2010- SEPTEMBER 30, 2011

PERSONAL SERVICES (PS)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
List the title of <u>ALL</u> personnel working on the grant, even if no funding is being requested from NYS:	Annual Salary	# of Months Funded	% FTE Annual (please show in decimal form (e.g. .25)	Total Expenses	Amount Requested From NYS	Funds From Other Sources	Specify Other Sources of Funds
Medical Services Coordinator	\$43,691	12	0.31	\$13,544	\$13,544	\$0	
Senior Office Specialist	\$23,435	12	0.14	\$3,281	\$3,281	\$0	
Director of Special Children Services	\$86,114	12	0.03	\$2,583	\$2,583	\$0	
Director of Health	\$80,049	12	0.01	\$800	\$0	\$800	In Kind
Fiscal Services Administrator	\$84,080	12	0.02	\$1,682	\$0	\$1,682	In Kind
<b>Sub-Total Salaries</b>				<b>\$21,890</b>	<b>\$19,408</b>	<b>\$2,482</b>	
<b>Fringe Benefit Rate 40.91%</b>				<b>\$8,955</b>	<b>\$7,940</b>	<b>\$1,015</b>	In Kind
<b>Sub-Total PS</b>			<b>0.51</b>	<b>\$30,845</b>	<b>\$27,348</b>	<b>\$3,497</b>	

Contractor: Oneida County Health Department

Contract No.: C-024629

APPENDIX B-1  
TABLE A-2

CHILDREN WITH SPECIAL HEALTH CARE NEEDS PROGRAM  
OPERATING BUDGET AND FUNDING REQUEST  
OCTOBER 1, 2010 - SEPTEMBER 30, 2011

NONPERSONAL SERVICES (OTPS)		[(2) - (3)]		
(1)	(2)	(3)	(4)	(5)
List ALL expenses related to this initiative even if no funding is being requested from NYS:	Total Expenses	Amount Requested From NYS	Other Sources of Funds	Specify Other Sources of Funds
Printing and Copying	\$125	\$0	\$125	In Kind
Postage	\$369	\$83	\$286	In Kind
Supplies (including software)	\$1,200	\$0	\$1,200	In Kind
Telephone	\$572	\$200	\$372	In Kind
Travel:				
In-State	\$200	\$60	\$140	In Kind
Out-of-State	\$0	\$0	\$0	
Training	\$0	\$0	\$0	
Equipment	\$0	\$0	\$0	
Consumer Involvement	\$0	\$0	\$0	
Purchased Services:				
Subcontractors				
Consultants				
Other (please itemize):	\$1,020	\$0	\$1,020	In Kind
<b>Total Nonpersonal Services</b>	<b>\$3,486</b>	<b>\$343</b>	<b>\$3,143</b>	
<b>Total Personal Services</b>	<b>\$30,845</b>	<b>\$27,348</b>	<b>\$3,497</b>	
<b>GRAND TOTAL (total expenses from Tables A-1 and A-2)</b>	<b>\$34,331</b>	<b>\$27,691</b>	<b>\$6,640</b>	

# APPENDIX C-1

## Children with Special Health Care Needs

### PAYMENT AND REPORTING SCHEDULE

#### I. Payment and Reporting Terms and Conditions

A. The STATE may, at its discretion, make an advance payment to the CONTRACTOR, during the initial or any subsequent PERIOD, in an amount to be determined by the STATE but not to exceed 25 percent of the maximum amount indicated in the budget as set forth in the most recently approved Appendix B. If this payment is to be made, it will be due thirty calendar days, excluding legal holidays, after the later of either:

- the first day of the contract term specified in the Initial Contract Period identified on the face page of the AGREEMENT or if renewed, in the PERIOD identified in the Appendix X, OR
- if this contract is wholly or partially supported by Federal funds, availability of the federal funds;

provided, however, that a STATE has not determined otherwise in a written notification to the CONTRACTOR suspending a Written Directive associated with this AGREEMENT, and that a proper voucher for such advance has been received in the STATE's designated payment office. If no advance payment is to be made, the initial payment under this AGREEMENT shall be due thirty calendar days, excluding legal holidays, after the later of either:

- the end of the first quarterly period of this AGREEMENT; or
- if this contract is wholly or partially supported by Federal funds, availability of the federal funds;

provided, however, that the proper voucher for this payment has been received in the STATE's designated payment office.

B. No payment under this AGREEMENT, other than advances as authorized herein, will be made by the STATE to the CONTRACTOR unless proof of performance of required services or accomplishments is provided. If the CONTRACTOR fails to perform the services required under this AGREEMENT the STATE shall, in addition to any remedies available by law or equity, recoup payments made but not earned, by set-off against any other public funds owed to CONTRACTOR.

C. Any optional advance payment(s) shall be applied by the STATE to future payments due to the CONTRACTOR for services provided during initial or subsequent PERIODS. Should funds for subsequent PERIODS not be appropriated or budgeted by the STATE for the purpose herein specified, the STATE shall, in accordance with Section 41 of the State Finance Law, have no liability under this AGREEMENT to the CONTRACTOR, and this AGREEMENT shall be considered terminated and cancelled.

- D. The CONTRACTOR will be entitled to receive payments for work, projects, and services rendered as detailed and described in the program workplan, Appendix D. All payments shall be in conformance with the rules and regulations of the Office of the State Comptroller. The CONTRACTOR shall provide complete and accurate billing vouchers to the Agency's designated payment office in order to receive payment. Billing vouchers submitted to the Agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for vouchers submitted by the CONTRACTOR shall be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm), by email at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us) or by telephone at 518-474-4032. The CONTRACTOR acknowledges that it will not receive payment on any vouchers submitted under this contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

In addition to the Electronic Payment Authorization Form, a Substitute Form W-9, must be on file with the Office of the State Comptroller, Bureau of Accounting Operations. Additional information and procedures for enrollment can be found at <http://www.osc.state.ny.us/epay>.

Completed W-9 forms should be submitted to the following address:

NYS Office of the State Comptroller  
Bureau of Accounting Operations  
Warrant & Payment Control Unit  
110 State Street, 9<sup>th</sup> Floor  
Albany, NY 12236

- E. The CONTRACTOR will provide the STATE with the reports of progress or other specific work products pursuant to this AGREEMENT as described in this Appendix below. In addition, a final report must be submitted by the CONTRACTOR no later than **45** days after the end of this AGREEMENT. All required reports or other work products developed under this AGREEMENT must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the STATE in order for the CONTRACTOR to be eligible for payment.
- F. The CONTRACTOR shall submit to the STATE quarterly voucher claims and reports of expenditures on such forms and in such detail as the STATE shall require. The CONTRACTOR shall submit vouchers to the State's designated payment office located in **the Division of Family Health Fiscal Unit, NYS Department of Health, Corning Tower ESP, Room 878, Albany, NY 12237.**

All vouchers submitted by the CONTRACTOR pursuant to this AGREEMENT shall be submitted to the STATE no later than **45** days after the end date of the period for which reimbursement is being claimed. In no event shall the amount received by the

CONTRACTOR exceed the budget amount approved by the STATE, and, if actual expenditures by the CONTRACTOR are less than such sum, the amount payable by the STATE to the CONTRACTOR shall not exceed the amount of actual expenditures. All contract advances in excess of actual expenditures will be recouped by the STATE prior to the end of the applicable budget period.

- G. If the CONTRACTOR is eligible for an annual cost of living adjustment (COLA), enacted in New York State Law, that is associated with this grant AGREEMENT, payment of such COLA, or a portion thereof, may be applied toward payment of amounts payable under Appendix B of this AGREEMENT or may be made separate from payments under this AGREEMENT, at the discretion of the STATE.

Before payment of a COLA can be made, the STATE shall notify the CONTRACTOR, in writing, of eligibility for any COLA. If payment is to be made separate from payments under this AGREEMENT, the CONTRACTOR shall be required to submit a written certification attesting that all COLA funding will be used to promote the recruitment and retention of staff or respond to other critical non-personal service costs during the State fiscal year for which the cost of living adjustment was allocated, or provide any other such certification as may be required in the enacted legislation authorizing the COLA.

## II. Progress and Final Reports

### A. Financial Records

The CONTRACTOR will maintain financial records, as required by the STATE, in such manner as to allow the identification of expenditure and revenue data associated with the services provided as part of this AGREEMENT.

### B. Quarterly Expenditure Report

The CONTRACTOR will submit, on a quarterly basis, not later than **45** days after the end date for which reimbursement is being claimed, a detailed Budget Statement and Report of Expenditures (BSROE), by object of expense. This report will accompany the voucher submitted for such period.

**Quarterly vouchers will not be processed until receipt of a quarterly report for the period for which reimbursement is being claimed.**

### C. Quarterly Report

The CONTRACTOR will submit, on a quarterly basis, not later than **45** days from the end of the quarter, a detailed report analyzing the qualitative and quantitative aspects of the Workplan on forms designated by the STATE.

- All quarterly reports should also be submitted to NYS DOH Regional Office staff.

### D. Final Reports

The CONTRACTOR will submit a final **Annual Report** no later than **45** days after the end date of this AGREEMENT, reporting on all aspects of the program, detailing how the use of grant funds were utilized in achieving the goals set forth in the program Workplan.

- For the purpose of this grant, the last quarterly report will be considered the final report.

**Failure to submit final reports will result in the non-payment of subsequent voucher claims until the reports are received.**

**E. Annual Equipment Inventory Report**

All equipment the cost of which is reimbursed under this AGREEMENT shall be deemed to be property of the STATE and shall be used as far as practicable by the CONTRACTOR for the purpose of carrying out the intent of this contract and shall not be available for the general use of the CONTRACTOR. A complete inventory of all such equipment shall be maintained by the CONTRACTOR who shall report to the appropriate Program Director of the State Department of Health acquisitions of equipment purchased with state funds. All such equipment shall be identified in a suitable manner. An annual inventory of such equipment shall be submitted to such Program Director by the CONTRACTOR and is to be inclusive of all such equipment received during the contract year, within 45 days after the completion of the services to be performed under this AGREEMENT. Disposition of the inventoried property will be made in accordance with applicable provisions of law.



CONTRACTOR NAME: Oneida County Health Department  
 CONTRACT NUMBER: C-024629

APPENDIX D-1  
 CHILDREN WITH SPECIAL HEALTH CARE NEEDS (CSHCN) PROGRAM WORKPLAN  
 OCTOBER 1, 2010 – SEPTEMBER 30, 2011

Program Goals	Objectives	Activities for Goal Accomplishment	Person(s) Responsible	Measurement	Person(s) Responsible
<p><b>Information &amp; Referral:</b>            Families of CSHCN will receive information and referrals to insurance, health services, and community resources to address their identified needs.</p>	<p>1) 100% of families of CSHCN who are uninsured or underinsured will be provided with information regarding health and dental insurance and gap-filling programs, referred to available public insurance and gap-filling programs, and enrolled as appropriate.</p> <p>2) 100% of families of CSHCN with health-related needs will be assisted in accessing appropriate community resources.</p>	<p>1. Refer families to facilitated enrollment agencies for Family Health Plus and Child Health Plus programs.            Schedule and accompany families to application appointments.            2. Provide follow-up through phone calls or by mail to determine if a family was successful in obtaining insurance.            3. Provide local phone numbers to contact specialty providers.            4. Schedule appointments and/or assist with the completion of applications.            5. Follow-up via the telephone to determine if a family has accessed services.            6. Provide families with the Health Department website and those of need/interest related informational contacts as desired by families</p>	<p>Medical Services Coordinator</p>	<p>1) All reported services rendered each quarter will be entered into the CSHCN data application. Ongoing involvement, as in referrals made or in pending status, and/or receipt of needed services will be reflected in the data.</p> <p>2) Same as #1 above.</p>	<p>Medical Services Coordinator</p>
<p><b>Data:</b>            All data will be reported in a timely manner in accordance with Appendix C, Section II of the Payment and Reporting Contract Requirements.</p>	<p>1) Data will be reported quarterly throughout the year and submitted to the Division of Family Health - Fiscal Unit.</p>	<p>The quarterly report will be electronically compiled and a written narrative will be submitted within the required time period.</p>	<p>Medical Services Coordinator</p>	<p>1) Data will be received in the Division of Family Health Fiscal Unit no later than 45 days after the end of the quarter (i.e. 2/14/11 1<sup>st</sup> quarter, 5/15/11 2<sup>nd</sup> quarter; 8/14/11 3<sup>rd</sup> quarter; and 11/14/11 4<sup>th</sup> quarter).</p>	<p>Medical Services Coordinator</p>

APPENDIX D-1  
 CHILDREN WITH SPECIAL HEALTH CARE NEEDS (CSHCN) PROGRAM WORKPLAN  
 OCTOBER 1, 2010 – SEPTEMBER 30, 2011

Program Goals	Objectives	Activities for Goal Accomplishment	Person(s) Responsible	Measurement	Person(s) Responsible
<b>Quality Improvement:</b> Gaps and barriers to access health care and related services and resources for families are identified.	1) Grantee will identify barriers to health care and related services and resources via: contacts with families, (particularly culturally diverse families) and providers; interactions with resources in the community; and involvement in community coalitions, professional organizations and other groups.	Participation in development of a municipal health services plan. Attendance at LEICC and the multi-county dental coalition, to identify barriers and to provide community programs informational direction as to the resources available with respect to CSHCN.  CSHCN personnel will communicate solutions to barriers as presented by families in daily interactions	Medical Services Coordinator	1) The grantee will report for each quarter the barriers encountered and the progress and successes in resolving them.	Medical Services Coordinator
	2) Grantee will suggest strategy(ies) for addressing identified barriers, including those for culturally diverse families.	Ensure regular communication with community providers and with counterparts at other counties. This will expose opportunities and systemic problems that may occur.	Medical Services Coordinator	2) Same as #1 above.	Medical Services Coordinator
	3) Grantee will initiate proposed strategy(ies) to the extent possible, review and report progress to overcome the barriers, and permanently implement to the degree possible the strategy(ies) that are effective.	Records will be compiled to record the areas of concern. With cooperation and input from community providers those areas will be addressed to meet the needs of the family.	Medical Services Coordinator	3) Same as #1 above.	Medical Services Coordinator

APPENDIX D-1  
 CHILDREN WITH SPECIAL HEALTH CARE NEEDS (CSHCN) PROGRAM WORKPLAN  
 OCTOBER 1, 2010 – SEPTEMBER 30, 2011

Program Goals	Objectives	Activities for Goal Accomplishment	Person(s) Responsible	Measurement	Person(s) Responsible
<p><b>Outreach:</b>            Each grantee will perform outreach activities at a minimum of once a quarter.</p>	<p>1) At least quarterly, information about the CSHCN Program is disseminated to the community targeting families (including culturally diverse populations) of CSHCN and providers. Methods for dissemination may include provider detailing, meetings, email, and distribution through the Post Office.</p> <p>2) The CSHCN Program will have a culturally and linguistically appropriate current publication to use for outreach.</p> <p>3) Information about health insurance (including Medicaid, Child Health Plus, and Family Health Plus) and other resources targeting families of CSHCN are disseminated to the community. Methods may include website development, resource lists, and local phone information lines.</p>	<p>Families of CSHCN will be informed of support services available. Specialty medical providers will be made aware of the opportunities to aid their patients. Through mailings and targeted introduction of the CSHCN program information.</p> <p>The CSHCN brochure will be reviewed to insure that it meets the multi-cultural demographics of families served and the local community with anticipatory plans made for populations that are expected to move into the area during this grant year.</p> <p>Health insurance information will be shared with families of CSHCN as part of the financial recertification process and during initial conversations with families. Links will be available on the OCHD website for families to access.</p>	<p>Medical Services Coordinator</p> <p>Medical Services Coordinator</p> <p>Medical Services Coordinator</p>	<p>1) Outreach efforts are documented in the narrative quarterly report, including target audience, location and medium used. All relevant newly published literature is attached to the quarterly report.</p> <p>2) A publication describing the CSHCN Program is utilized in outreach efforts.</p> <p>3) Same as #1 above.</p>	<p>Medical Services Coordinator</p> <p>Medical Services Coordinator</p> <p>Medical Services Coordinator</p>

APPENDIX D-1  
 CHILDREN WITH SPECIAL HEALTH CARE NEEDS (CSHCN) PROGRAM WORKPLAN  
 OCTOBER 1, 2010 – SEPTEMBER 30, 2011

Program Goals	Objectives	Activities for Goal Accomplishment	Person(s) Responsible	Measurement	Person(s) Responsible
<p><b>Other (Optional):</b>            Please specify if offering any other services. These areas are suggested:</p> <p><b>Medical Homes:</b>            Foster awareness of the medical home concept as defined by the American Academy of Pediatrics (AAP).</p> <p><b>Staff Development:</b>            Staff development opportunities are provided to CSHCN staff to ensure they are an effective resource for families of CSHCN.</p>	<p>If you choose one or more of the optional activity areas, the corresponding objectives apply:</p> <p>1) At least once a year, information is distributed to families and providers about the medical home concept.</p> <p>2) At least once a year, presentations are offered to families and providers about the medical home concept.</p>	<p>To orient the Medical Services Coordinator and Senior Office Specialist to CSHCN and to available community services. Obtain knowledge of insurance's and the various agency procedures.</p>	<p>Director of Special Children's Services and Medical Services Coordinator</p>	<p>1) Narrative reports will describe the target population, the information distributed, and the quantity of information distributed.</p> <p>2) Narrative reports will indicate the number of presentations given and the number of participants.</p>	<p>Director of Special Children's Services and Medical Services Coordinator</p>

CONTRACTOR NAME: Oneida County Health Department  
 CONTRACT NUMBER: C-024629

APPENDIX D-1  
 CHILDREN WITH SPECIAL HEALTH CARE NEEDS (CSHCN) PROGRAM WORKPLAN  
 OCTOBER 1, 2010 – SEPTEMBER 30, 2011

Program Goals	Objectives	Activities for Goal Accomplishment	Person(s) Responsible	Measurement	Person(s) Responsible
<p><b>Other (Optional):</b>            Please specify if offering any other services. These areas are suggested:</p> <p><b>Lending Library:</b>            Print and audio/visual resources will be made available to families and other community members.</p>	<p>1) A lending library of culturally and linguistically appropriate print and audio/visual resources is developed, maintained and made available for families of CSHCN and other community members.</p>			<p>1) Quarterly narrative reports detail the number of individuals served by the lending library.</p>	
<p><b>Transition:</b>            Youth and families are prepared for transition to the adult world of health, learning, living, and earning.</p>	<p>1) Effective initially at age 14, paper and electronic culturally appropriate resources are offered to 100% of youth and families regarding transition to adult health care providers, sources of health insurance, and vocational services.</p>	<p>Children with chronic needs will be referred to adult healthcare and education options when appropriate. Programs may include SSL, VESID, Family Health Plus, DSO, adult specialty clinics</p>	<p>Medical Services Coordinator</p>	<p>1) Narrative reports describe resources and activities offered for youth and families related to transition.</p>	<p>Medical Services Coordinator</p>

## Appendix G

### NOTICES

All notices permitted or required hereunder shall be in writing and shall be transmitted either:

- (a) via certified or registered United States mail, return receipt requested;
- (b) by facsimile transmission;
- (c) by personal delivery;
- (d) by expedited delivery service; or
- (e) by e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time to time designate:

#### **State of New York Department of Health**

Name: Kristin Kuentzel

Title: Health Program Administrator

Address: NYS Department of Health, Division of Family Health, Fiscal Unit, ESP  
Corning Tower, Room 878, Albany, NY 12237

Telephone Number: (518) 474-4569

Facsimile Number: (518) 473-3391

E-Mail Address: [kxk02@health.state.ny.us](mailto:kxk02@health.state.ny.us)

#### **Oneida County Health Department**

Name: Gayle D. Jones, PhD, MPH, CHES

Title: Director of Health

Address: Adirondack Bank Building, 5th Floor, 185 Genesee Street, Utica, NY 13501

Telephone Number: (315) 798-5633

Facsimile Number: (315) 266-6138

E-Mail Address: [gjones@ocgov.net](mailto:gjones@ocgov.net)

Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this AGREEMENT by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representative for the purposes of receiving notices under this AGREEMENT. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems, and/or for dispute resolution.



**ONEIDA COUNTY DEPARTMENT OF CENTRAL SERVICES**

Oneida County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501  
(315) 798-5905 ♦ Fax: (315) 798-4042 ♦ email: centser@ocgov.net

July 23, 2010

FN 20 10 - 310

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

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

Date 8/4/10

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

**INTERNAL AFFAIRS**

**WAYS & MEANS**

Subject: Contract Recommendation – Northland Communications MPLS and Internet Service

Dear Mr. Picente:

Oneida County has contracted with Northland Communications for many years for network and Internet connectivity. These services are generally provided by a series of standard point to point T-1's that have evolved over time as our facilities and needs have changed. The County currently has 10 separate contracts with Northland Communications – each with a different expiration date – for Internet or network service. We need to make some decisions on our Northland contracts now because:

1. our contract for Internet service from Northland expired on 5/31/10;
2. our contract for T-1 service at 301 W. Dominick will expire on 7/30/10 and
3. we need network connectivity installed at 300 W. Dominick in the next month or two

This letter provides my recommendation that Oneida County enter into a new 36-month master-type contract with Northland Communications for data services. The initial contract will satisfy the needs outlined in items 1 – 3 above and will provide upgraded service at Griffiss International Airport. Then, as our needs continue to evolve, this contract will allow us to add data connections without extending the term of the agreement. The paragraphs and tables below, along with the attachments to this letter, provide the basis of my recommendation.

Historically, Oneida County has had so many contracts with so many different expiration dates with Northland that the contracts have been difficult to manage and virtually impossible to “compete” at expiration. Northland approached us in the spring of 2010 with a proposal to upgrade data services they currently provide from standard point to point T-1's to Multi-Protocol Label Switching (MPLS). MPLS is much more modern network solution than we currently have and upgrading to it can be expected to benefit the County both because it handles data more efficiently and because the service is monitored by the vendor providing a much a quicker response to network problems. Since we need to get contracts in place to provide the connections itemized in 1 thru 3 above, it's also a good time to try to get a master contract for data connectivity in place so that we can manage our contract more efficiently and follow our Procurement Guidelines more effectively to compete it at contract expiration.

Given that background and in consonance with the intent of our Procurement Guidelines, we obtained and compared 3 quotes for MPLS (or equivalent) service for the connections noted in 1 thru 3 above. Quotes were received from Logicalnet, Verizon and Northland Communications. A copy of each quote (or proposal) is attached for your reference.

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As you review the proposal from Northland, you will note they offered to upgrade all of our data T-1 connections to MPLS and included Griffiss in Rome, Public Works in Oriskany as well as Union Station, Adirondack Bank and the Elizabeth Street Clinic in Utica. At this time, the only additional MPLS connection that makes sense is for Griffiss. Our existing T-1 connection at Griffiss costs \$566 per month and if we switch it to MPLS, the monthly cost will drop to \$362.11. In addition, Northland offered to reduce the monthly cost of the Private Network at Griffiss from \$566 per month to \$250 per month if we agree to the Griffiss MPLS upgrade. The amendment to the Private Network at Griffiss is being handled through a separate contract action under the Oneida County Airport Service Agreement which is also being forwarded to the Board of Legislators for consideration.

Northland came in with the best offer at a total cost of \$69,039.84 for a 36 month contract for items 1 thru 3 plus Griffiss as noted above. Based on that, I recommend we contract with Northland for this service. A summary of the cost analysis comparison conducted is provided in the table below:

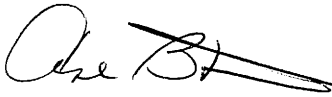
Logicalnet	One time cost	Monthly Cost	36 Mo. Contract Cost
T-1 Internet to 800 Park Ave	\$650.00	\$955.00	\$35,030.00
T-1 to 300 W. Dominick	\$600.00	\$705.00	\$25,980.00
301 W. Dominick to Bldg. 100 Griffiss	\$600.00	\$705.00	\$25,980.00
Bldg. 100 Griffiss to 800 Park Ave	\$600.00	\$705.00	\$25,980.00
<b>Totals</b>	<b>\$2,450.00</b>	<b>\$3,070.00</b>	<b>\$112,970.00</b>
<b>Verizon</b>			
800 Park Ave (2XT1) - Internet	\$0.00	\$850.00	\$30,600.00
300 Dominick	\$176.00	\$736.67	\$26,696.12
301 Dominick	\$0.00	\$736.67	\$26,520.12
800 Park Ave	\$212.00	\$1,083.16	\$39,205.76
<b>Totals</b>	<b>\$388.00</b>	<b>\$3,406.50</b>	<b>\$123,022.00</b>
<b>Northland</b>			
300 W. Dominick to Northland	\$300.00	\$362.11	\$13,335.96
301 W. Dominick to Northland	\$300.00	\$362.11	\$13,335.96
3M Internet	\$0.00	\$300.00	\$10,800.00
6M MPLS	\$300.00	\$198.11	\$7,431.96
Local Loop	\$0.00	\$300.00	\$10,800.00
<b>Totals</b>	<b>\$900.00</b>	<b>\$1,522.33</b>	<b>\$55,703.88</b>
Bldg 100 Griffiss to Northland	\$300.00	\$362.11	\$13,335.96
<b>Northland Grand Total</b>	<b>\$1,200.00</b>	<b>\$1,884.44</b>	<b>\$69,039.84</b>

Please note that since Northland has agreed to add sites as requested by the County to the master contract without extending the expiration date of the agreement, the total value of the MPLS contract could be expected to grow accordingly. Incremental additions of MPLS sites will be quoted at the time the new site is identified and a determination about adding the location to the MPLS master contract or contracting with a different vendor will be made at that time.



I respectfully request your consideration of the contract as described and attached to this letter.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Anne B. Hartman". A long, thin horizontal line extends from the end of the signature across the page.

Anne B. Hartman  
Director, Central Services

Attachments:

1. Proposal from Northland Communications;
2. Quote from Logicalnet;
3. Quote from Verizon;
4. Three copies of proposed MPLS and Internet Master Contract signed by Northland



June 29<sup>th</sup>, 2010

Anne B. Hartman  
Oneida County Department of Central Services  
800 Park Ave  
Utica, NY 13501

Dear Anne,

Enclosed is a quote for the MPLS network we discussed. I have included the hardware as a leased option. I welcome the opportunity to discuss the hardware, or any aspects of this quote.

If you have any questions at please don't hesitate to ask. I look forward to speaking with you in the future.

Regards,

Vanessa Salisbury  
Logistics Coordinator  
Logical Net  
450 Duane Ave.  
Schenectady, NY 12304  
Direct (518) 292-4537  
Fax (518) 452-0157

[Vanessa@logical.net](mailto:Vanessa@logical.net)



T1 Circuit to 800 Park Ave, Utica NY 13501

Qty.	Description	One time Cost	Monthly Cost
1	1.5Mbps T1 Connection	\$500.00	\$605.00
1	Cisco 2801	\$150.00	\$350.00
	<b>Total based on 36 month term</b>	<b>\$650.00</b>	<b>\$955.00</b>

T1 Circuit to 300 West Dominick St, Rome NY 13440

Qty.	Description	One time Cost	Monthly Cost
1	1.5Mbps T1 Connection	\$500.00	\$605.00
1	Cisco 1841	\$100.00	\$100.00
	<b>Total based on 36 month term</b>	<b>\$600.00</b>	<b>\$705.00</b>

Point to Point Circuit  
 301 West Dominick St, Rome, NY to  
 592 Hangar Rd, Building 100, Rome NY 13441

Qty.	Description	One time Cost	Monthly Cost
1	Point to Point Connection	\$500.00	\$855.00
1	Cisco 1841	\$100.00	\$100.00
	<b>Total based on 36 month term</b>	<b>\$600.00</b>	<b>\$705.00</b>

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Point to Point Circuit  
 800 Park Ave, Utica, NY 13501 to  
 406 Elizabeth St, Utica NY 13501

PO

Qty.	Description	One time Cost	Monthly Cost
1	Point to Point Connection	\$500.00	\$700.00
1	Cisco 1841	\$100.00	\$100.00
	<b>Total based on 36 month term</b>	<b>\$600.00</b>	<b>\$705.00</b>

Point to Point Circuit  
 800 Park Ave, Utica, NY 13501 to  
 6000 Airport Rd, Oriskany NY

PO

Qty.	Description	One time Cost	Monthly Cost
1	Point to Point Connection	\$500.00	\$700.00
1	Cisco 1841	\$100.00	\$100.00
	<b>Total based on 36 month term</b>	<b>\$600.00</b>	<b>\$705.00</b>

Point to Point Circuit  
 800 Park Ave, Utica, NY 13501 to  
 321 Main St, Utica NY 13501

PO

Qty.	Description	One time Cost	Monthly Cost
1	Point to Point Connection	\$500.00	\$700.00
1	Cisco 1841	\$100.00	\$100.00
	<b>Total based on 36 month term</b>	<b>\$600.00</b>	<b>\$705.00</b>

450 Duane Avenue, Schenectady, NY 12304  
 518-292-4500 www.logical.net

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Point to Point Circuit  
 800 Park Ave, Utica, NY 13501 to  
 592 Hangar Road, Building 100 Rome, NY 13441



Qty.	Description	One time Cost	Monthly Cost
1	Point to Point Connection	\$500.00	\$700.00
1	Cisco 1841	\$100.00	\$100.00
	<b>Total based on 36 month term</b>	<b>\$600.00</b>	<b>\$705.00</b>

Monthly and Onetime Costs for  
 Total MPLS Solution

Qty.	Description	One time Cost	Monthly Cost
7	Point to Point Connections	\$3,500.00	\$4,865.00
7	Cisco Routers	\$15,950.00	\$1,650.00
	<b>Total based on 36 month term</b>	<b>\$19,450.00</b>	<b>\$6,515.00</b>

This quotation is valid for 30 days

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Anthony J. Picente Jr.  
County Executive



Anne B. Hartman  
Director

## ONEIDA COUNTY DEPARTMENT OF CENTRAL SERVICES

Oneida County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501  
(315) 798-5905 ♦ Fax: (315) 798-4042 ♦ email: centser@ocgov.net

FN 20 10 - 311

July 23, 2010

**INTERNAL AFFAIRS**

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

**WAYS & MEANS**

Subject: Contract Amendment Recommendation – Northland Communications Oneida County Airport Service Agreement

Dear Mr. Picente:

Northland Communications has offered to upgrade the existing data T-1 at Griffiss to a Multi-Protocol Label Switching (MPLS) connection as part of a MPLS and Internet agreement being considered by the Board of Legislators under a separate contract recommendation. If the Oneida County Board of Legislators approves the MPLS connection at Griffiss, Northland has offered to also reduce the monthly cost of the Private Network at Griffiss from \$566 to \$250 per month for the remaining 135 months of the Oneida County Airport Service Agreement. This reduction will save the County \$316 per month for a total of \$42,660 through the end of the Oneida County Airport Service Agreement. A copy of the existing Oneida County Airport Service Agreement is attached for review. Also attached are three signed copies of the Amended Agreement being offered by Northland.

I respectfully request your consideration of this amended contract.

Respectfully submitted,

Anne B. Hartman  
Director, Central Services

Attachments:

1. Northland Communications Service Agreement for Oneida County Airport dated 10/16/06
2. Three copies of proposed Oneida County Airport Service Agreement signed by Northland

2010 AUG 30 PM 2:08  
RECEIVED  
ONEIDA COUNTY LEGISLATURE

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

Anthony J. Picente, Jr.  
County Executive

Date 8/24/10



17 Technology Pl., East Syracuse, NY 13057  
 Phone: (315) 671-6200 Fax: (315) 671-0080  
 317 Court St., Utica, NY 13502  
 Phone: (315) 624-2000 Fax: (315) 624-0288

**NORTHLAND COMMUNICATIONS  
 SERVICE AGREEMENT FOR  
 ONEIDA COUNTY AIRPORT**

Effective July 9, 2010, Northland Communications and Oneida County will enter into the following agreement for the period of 135 months. Northland Communications will provide the following list of services at the location(s) listed below.

BTN: 315-356-0717

VOICE/FACILITY SERVICE				ORDER INFORMATION	
<u>Units</u>	<u>Service</u>	<u>Rate</u>	<u>Monthly</u>	<u>Install Charge</u>	
3	Business Lines- Oneida Cty Bldg 100, Rome, NY	\$ 11.80	\$ 35.40	N/A	<input type="checkbox"/> <b>New Contract</b>
3	FCC	\$ 8.08	\$ 24.24		The terms for the services contained in this contract are effective at such time services are available for customer use.
3	Business Lines- Oneida Cty Bldg 504, Rome, NY	\$ 11.80	\$ 35.40	N/A	<input checked="" type="checkbox"/> <b>Existing Contract (Addendum)</b>
3	FCC	\$ 8.08	\$ 24.24		Northland Communications will amend the existing agreement dated Oneida County. All terms and conditions of the original contracted dated May 19, 2010 will apply.
Local Usage Rate:		\$ .064 first 3 mins, \$.0104 each add'l			
Long Distance Usage Rate:		\$.063/\$.068/\$.068 per minute			
Toll Free Usage Rate:		\$.068 per minute			
PRIVATE DATA NETWORK				INCORPORATE: Extend existing contract to:	
The pricing is reflective of tariffed services purchased from another network provider on behalf of Oneida County, plus a monthly access coordination charge for services performed by Northland Communications. In the event of a tariff change by the other network provider, Northland Communications reserves the right to adjust this pricing in accordance with the tariffed rate change.					
<u>Service</u>		<u>Monthly</u>	<u>Install Charge</u>		
Private Network T1- from Oneida Cty, 800 Park Ave, Utica, NY to Oneida Cty Bldg 100, Griffiss Park, Rome, NY		\$ 250.00	N/A		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <b>Schedule A Terms and Conditions</b>
Private Network Fiber from Northland Bldg 302 to Oneida Cty Bldg 100 Griffiss Park, Rome, NY; 48 Strands to be used as follows:		\$ 613.00	N/A		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <b>Internet Installation Process</b>
6 Strands for primary path for Bldg 100 network					
6 Strands for secondary path for Bldg 100 network					
6 Strands for primary path for Bldg 504					
6 Strands for secondary path for Bldg 504					
24 Strands for future use					
Private Network Fiber from Oneida Cty Bldg 100, Griffiss Park, Rome, NY to Oneida Cty Bldg 504, Griffiss Park, Rome, NY; 12 Strands to be used as follows:					
6 Strands primary path					
6 Strands secondary path					
INTERNET				CANCELLATION OF CIRCUITS	
Northland Communications will provide dedicated Internet access using IP routing and at the request of the client e-mail, primary DNS and NNTP services.					
<u>Service</u>		<u>Monthly</u>	<u>Install Charge</u>		
	<b>N/A</b>				Any private network circuits with Northland or any other provider, require a minimum 30 day written notification to cancel the circuits to the appropriate provider.
CO LOCATION				ADDITIONAL INFORMATION	
Northland will provide colocation service, whereby Northland will provide rack space, power, cooling and network connectivity (internet or MPLS) to servers or network devices provided by the customer. Northland is not responsible for maintaining equipment or software provided by the customer. Northland does not provide any insurance on any equipment that a customer collocates in its data centers. Northland is not liable for any loss of equipment or business in any event.					
<u>Service</u>		<u>Monthly</u>	<u>Install Charge</u>		
First Rack Unit Co-Location		\$ -	\$ -		Pricing is subject to change, without the bundled services of Northland which may include local usage, long distance, dedicated Internet, communications equipment and/or data services. Additional installation charges may apply for inside wiring beyond the Telco demarcation location.
Second Rack Unit Co-Location		\$ -	\$ -		Taxes and surcharges are not included in the pricing.
Signature _____ Date _____					
INTERNET				VENDOR INFORMATION	
Northland Communications will provide dedicated Internet access using IP routing and at the request of the client e-mail, primary DNS and NNTP services.					
<u>Service</u>		<u>Monthly</u>	<u>Install Charge</u>		
	<b>N/A</b>				All vendor related charges are the responsibility of the customer, if required.
CO LOCATION				CUSTOMER AGREEMENT	
Northland will provide colocation service, whereby Northland will provide rack space, power, cooling and network connectivity (internet or MPLS) to servers or network devices provided by the customer. Northland is not responsible for maintaining equipment or software provided by the customer. Northland does not provide any insurance on any equipment that a customer collocates in its data centers. Northland is not liable for any loss of equipment or business in any event.					
<u>Service</u>		<u>Monthly</u>	<u>Install Charge</u>		
First Rack Unit Co-Location		\$ -	\$ -		I agree to the terms and conditions of this Service Agreement.
Second Rack Unit Co-Location		\$ -	\$ -		Customer Name & Title _____
Signature _____ Date _____					
				Signature _____	Date _____
				Signature <i>Susan McGuire</i>	Date 7-9-2010
				Northland Authorized Signature	Date _____
<b>Approved As To Form</b>					
<b>ONEIDA COUNTY ATTORNEY</b>					
By _____					

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# ONEIDA-HERKIMER SOLID WASTE AUTHORITY

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## MEMORANDUM

FN 20 10 - 312

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ONEIDA COUNTY LEGISLATURE  
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**TO:** Elected Officials, Contractors and Interested Parties  
**FROM:** William A. Rabbia, Executive Director *WAR*  
**DATE:** July 30, 2010  
**RE:** Draft Local Solid Waste Management Plan

**READ & FILED**

As you are aware, the Oneida-Herkimer Solid Waste Authority has the responsibility of managing the solid waste and recyclables generated in our two county region. This responsibility includes, pursuant to an agreement with Herkimer and Oneida Counties, the development, submission and implementation of a local solid waste management plan (LSWMP) for the two counties and all the municipalities within the two counties. The State requires each local planning unit to develop and submit a LSWMP. Following approval of the LSWMP by the State, the State then monitors implementation of the LSWMP by the local planning unit. Our current LSWMP approved in 1991, expires next year. I am pleased to inform you that with your help the goals of that LSWMP have been met – the Recycling Center, Green Waste Compost Facility, Household Hazardous Waste Management Facility, Transfer Stations and Regional Landfill have been built. Our innovative, self sufficient recycling based waste management system and public education programs are in place and very successful. In fact, the Oneida-Herkimer fully integrated solid waste management system has been recognized by the State as a progressive system which offers economic incentives that encourage waste reduction, recycling, composting and proper disposal of all wastes generated.

We have recently developed a new draft LSWMP to guide us forward for the next ten year planning period. The draft LSWMP builds on what we have accomplished, and sets forth the Authority's future solid waste management plans and goals. One main element of the new plan is converting our dual stream recycling center to a single stream facility. This will ultimately increase recycling, and lower collection and disposal costs for the region.

The Authority has posted its draft Local Solid Waste Management Plan (DLSWMP) on its website at [www.ohswa.org](http://www.ohswa.org). Hard copies of the DLSWMP are also available upon request. The Authority encourages comments on the DLSWMP. Comments will be accepted until 8/30/10 and may be forwarded to the Authority at 1600 Genesee Street, Utica, NY 13502 or [ohswa@ohswa.org](mailto:ohswa@ohswa.org). The public is invited to a public information meeting regarding the DLSWMP on 8/12/10 at Mohawk Valley Community College, Information Technology Building, Room 225, 1101 Sherman Drive, Utica, NY at 6:30 p.m.

I encourage you to review the DLSWMP and provide us with your comments.

WAR/aag

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