

ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

George Joseph
Majority Leader

COMMUNICATIONS FOR EXPEDITED ACTION

July 10, 2013

Frank D. Tallarino
Minority Leader

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

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AVAILABLE ON WEBSITE ONLY

www.ocgov.net



Undersheriff Robert Swenszkowski
Chief Deputy Jonathan G. Owens

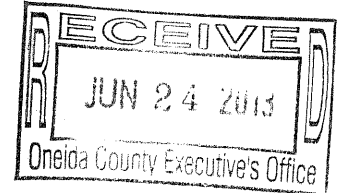
Chief Deputy Gabrielle O. Liddy
Chief Deputy Dean Obernesser

Sheriff Robert M. Maciol

May 15, 2013

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

FN 20 13 - 216



PUBLIC SAFETY

WAYS & MEANS

Dear County Executive Picente:

letter replaces original that was in the 6/12/13 communication

The Sheriff's Office would like to request for the year 2013 a supplemental appropriation of \$10,992.00 to cover the cost of upgrading the facility with up-to-date software. The cost of the project will be paid out of a refund that was received from our Medical contractor. County funds will not be used.

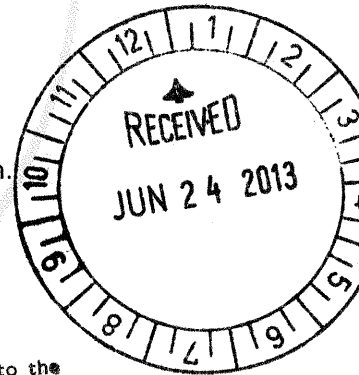
<u>Transfer from Revenue Account</u>	<u>Amount</u>
A1589 Contract Reimb fr CMC	\$10,992.00
<u>Transfer to Expense Account</u>	<u>Amount</u>
A3150.492 Comp Software & Lic.	\$10,992.00

If I can be of further assistance, please feel free to contact me. Thank you for your cooperation.

Sincerely,

Robert M. Maciol,
Sheriff

Cc: Tom Keeler, Budget Director



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

Anthony J. Picente, Jr.
County Executive

Date 6/24/13



Undersheriff Robert Swenszkowski
Chief Deputy Jonathan G. Owens

Chief Deputy Gabrielle O. Liddy
Chief Deputy Dean Obernesser

Sheriff Robert M. Maciol

June 5, 2013

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

FN 20 13 - 226

PUBLIC SAFETY

Dear County Executive Picente:

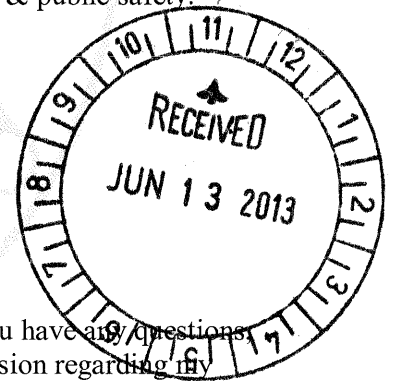
WAYS & MEANS

Upon approval, I am requesting you to sign an agreement with Watch Systems, LLC for the "Offender Watch" which will enable the Sheriff's Office to manage sex offenders throughout the county. This project will save Deputy & Officer time, increase public safety, improve accuracy of records, increase compliance, and share information with the citizens of Oneida County in a way they can really use.

Offender Watch will help us anticipate and prepare for offender verifications and compliance checks. It will also be pre-loaded with all of Oneida County's "protected addresses" including schools, daycares, parks, churches, libraries, etc. which will enable law enforcement to automatically and effortlessly assure offender compliance with residency restrictions. Within hours of a new or updated offender address, all residents within a specified radius are alerted electronically or by postcard that there is an offender now residing in their neighborhood. With Offender Watch being used by more than 4,500 law enforcement agencies in 32 states, we can enable effective inter-agency cooperation and information sharing, which in turn, will save time and improve coordination & public safety.

I am respectfully requesting the following 2013 transfer of funds:

Increase:	A3120.492	Computer Software & Licenses	\$10,500.00
Increase:	A3110.418	Meter Postage	\$1,000.00
Decrease:	A3151.414	Utilities	\$11,500.00



I would like to thank you for your time and diligent attention to this matter in advance. If you have any questions, require clarification or seek additional information from me in order to help you make a decision regarding my request, please do not hesitate to contact me at any point in time.

Sincerely,

Robert M. Maciol, Sheriff

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

Anthony J. Picente, Jr.
County Executive

Date 6/11/13

3.

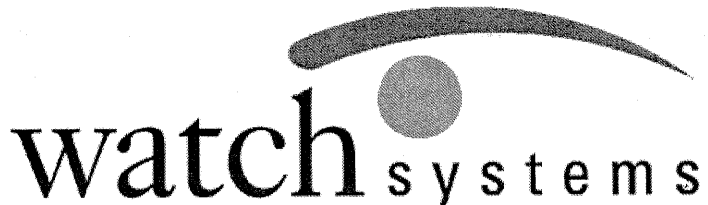
Cc: Tom Keeler, Budget Director

Administrative Office
6065 Judd Road Oriskany, NY 13424
Voice (315) 736-8364
Fax (315) 765-2205

Law Enforcement Division
6065 Judd Road Oriskany, NY 13424
Voice (315) 736-0141
Fax (315) 736-7946

Correction Division
6075 Judd Road Oriskany, NY 13424
Voice (315) 768-7804
Fax (315) 765-2327

Civil Division
200 Elizabeth Street Utica, NY 13501
Voice (315) 798-5862
Fax (315) 798-6495



Oneida County
Sheriffs' Office

Sheriff Robert M. Maciol

Proposal for:
OffenderWatch®

Presented 5/29/13:

John B. Strain
Watch Systems, LLC
516 East Rutland Av
Covington, LA 70433

Web: www.watchsystems.com

Email: jstrain@watchsystems.com

Phone: (O) 985-801-3986
(C) 985-264-1011

4.



Officially Endorsed by
The National Sheriff's Association

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Section 2: Investment - Payment and Billing Terms - Terms of Agreement - Implementation Plan

Presented to: Sheriff Robert M. Maciol
Oneida County Sheriffs' Office
6065 Judd Road, Oriskany, NY. 13424
Email address: rmmaciol@oneidacountysheriff.us
Phone: 315-765-2200 Fax: 315-765-2205

FOR QUESTIONS CONCERNING THIS PROPOSAL, PLEASE CONTACT:

John B. Strain, Account Manager, Watch Systems, LLC
516 E. Rutland
Covington, LA 70433
(O) 985-801-3986 (C) 985-264-1011 (F) 985-871-8115
www.WatchSystems.com jstrain@watchsystems.com

OffenderWatch® references and sample web sites:

Sacramento County CA Sheriff, Sheriff Scott Jones, <http://www.sacsheriff.com/>

Allen County IN Sheriff, Sheriff Ken Fries <http://www.allencountysheriff.org>

Las Vegas Metro PD/Clark County NV, Sheriff Doug Gillespie <http://www.lvmpd.com/>

Collin County TX, Sheriff Terry Box <http://www.co.collin.tx.us/sheriff>

Dupage County IL Sheriffs' Office, Sheriff John Zaruba <http://www.dupageco.org/sheriff/>

Brevard County FL Sheriffs' Office, Sheriff Jack Parker, <http://www.brevardsheriff.com>

Broome County NY Sheriff, Sheriff Harder, <http://www.gobroomecounty.com/sheriff>

Watch Systems, LLC

Watch Systems is a privately held software development firm based in the New Orleans, LA area specializing in sex offender registration and community notification software and services at a state and local level. Over the past ten years we have refined a software solution as well as supporting services that are used by over 4000 law enforcement agencies, and their collaborators, in thirty two states. OffenderWatch® is an internet-based solution that meets the requirements of the SORNA implementation checklist, and is highly configurable to meet the statutory requirements and preferences of agencies across the US.

Watch Systems is the only fully integrated, industrial-strength, nationwide proven supplier of a demonstrable sex offender electronic registration, management and community notification software solution. OffenderWatch® is bundled with proven expertise to help local agencies raise the visibility with citizens of the solution, in order to gain widespread acceptance and use of the web page and notification services. We have delivered under Law Enforcement Banners and logos millions of postal notification flyers and emails. By partnering with Watch Systems and using OffenderWatch®, clients demonstrate that they are doing all that is possible to do to protect the public.

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Section 1: OffenderWatch® Solution for Oneida County Sheriffs' Office:

OffenderWatch® Registration database:

- OffenderWatch® sex offender internet-accessible database will be provided to house data associated with Oneida County Sheriffs' Office sex offenders, with Oneida County street maps and addresses for the County built in, with user manual and quick start guide
- The Oneida County Sheriff will supply their own PC's with internet access to house the client registration program and access the secure web site where the offender database resides. OffenderWatch® supports unlimited users from your agency.
- The database can include (but most of this data is not required) the following:
 - a. Demographics – physical, scars, tattoos, photo, email and IM addresses
 - b. Address (home, school, work, temporary, volunteer) history, vehicle history, phone number history, verification history, associates, crime data, and photos
 - c. Offenses convicted on, date of registration, verification anniversary dates
 - d. Probation and parole information and officers as well as victim details and offender MO – all offender data is searchable with partial field/keyword lookups
 - e. Special notification recipients (i.e. schools, day cares, victims, etc) and any safety buffers that may be in effect around your institutions (schools, day cares, etc)
 - f. All SORNA/Adam Walsh fields and capabilities are supported

Offender Management, Reporting and Verification:

- The OffenderWatch® sex offender database is available for whatever law enforcement related purposes the Oneida County Sheriff may have – including:
 - ✓ Investigative Purposes such as searching the database for offenders who meet certain offense, physical or other characteristics and then mapping these offenders
 - ✓ You may access and share data for searching and import/export purposes with your neighboring regional jurisdictions if all agencies agree
 - ✓ Agencies may register, map and monitor non-sex offenders in the OffenderWatch® database – offenders such as gang members, arsonists, or career criminals, and choose to publish this data on the web page or not
 - ✓ Share with other authorized law enforcement agencies such as PD's, adjacent SO's, probation, prosecution, etc.
 - ✓ Printing reports or Offender Bulletins or maps of offender addresses in proximity to a crime scene or address, for example
 - ✓ Creating color coded maps of offenders convicted of user-supplied crimes who live or work within a given proximity of a reported crime
 - ✓ Selecting offenders who meet certain criteria and exporting the data to excel or a csv file or an XML file
- OffenderWatch® provides the means to manage the offender address verification cycle, with calendars, maps and verification forms. First, up to (10) separate verification types and cycles in days, for each type, for each offender, is entered when the offender is added (i.e. 'monthly drive-by', 'semi-annual', 'annual re-registration', etc.. Then, the user may display or print a forward looking list and calendar of offenders due for verification, providing the means to record the date the offender was verified and by whom, allowing the updating of the offenders records as required, and maintaining full history of the process. Calendars and verification schedules and maps can be printed by beat, district, responsible, officer or other subdivisions as desired.
- Proximity Violations – OffenderWatch® automatically, at the time of initial address entry or update, measures the distance from the offenders address to the address of the "protected institutions" in your county with specific safety buffers –addresses of institutions such as schools, day cares, churches, libraries, etc. and alerts the registration officer if the proximity or safety buffer is violated. Mapping capability is provided to allow the user to display a map of the offenders showing their proximity to schools, day cares, libraries, parks, etc. Agencies may test any provided address at any time for an offender to verify if the address is outside of the safety buffers in your jurisdiction.

6.

Section 1: OffenderWatch® Solution for Oneida County Sheriffs' Office: continued

Personalized Agency Community Web-Page for Information Dissemination:

The Oneida County Sheriffs' Office OffenderWatch® sex offender information will be made available to your citizens via a link you will place on your existing web site. Only the publishable information about the publishable offenders is published for citizen access. After clicking on the graphical link which accesses the OffenderWatch® sex offender web-site, the citizen may:

- search for a specific offender by location or name or partial name
- perform a geographic risk assessment, by entering an address (such as their home, school, day care) and display a list and a map of offenders within a user defined radius (.25 to 2miles) of the entered address
- Further, the user can then request and sign up for an email notification that will be made in the event an offender registers an address within the user defined of their registered address – these registered addresses usually include their home, their work, their babysitters address, their school, their daycare, etc. The personalized, customizable email notification includes the Oneida County Sheriffs' Office banner and is from Sheriff Maciol himself. A sample email banner is shown on the next page.
- The citizen may also register to be notified by email if a SPECIFIC offender should move from his/her current address – this is known as offender-tracking
- The user may view the customized slide presentation that is included on the web page prepared for your office, designed to explain to the community the facts about sex offenders, how to run searches, how to interpret the results, and how to sign up for an email notification – a sample community web page is <http://www.sheriffalerts.com/ca/sacramento>

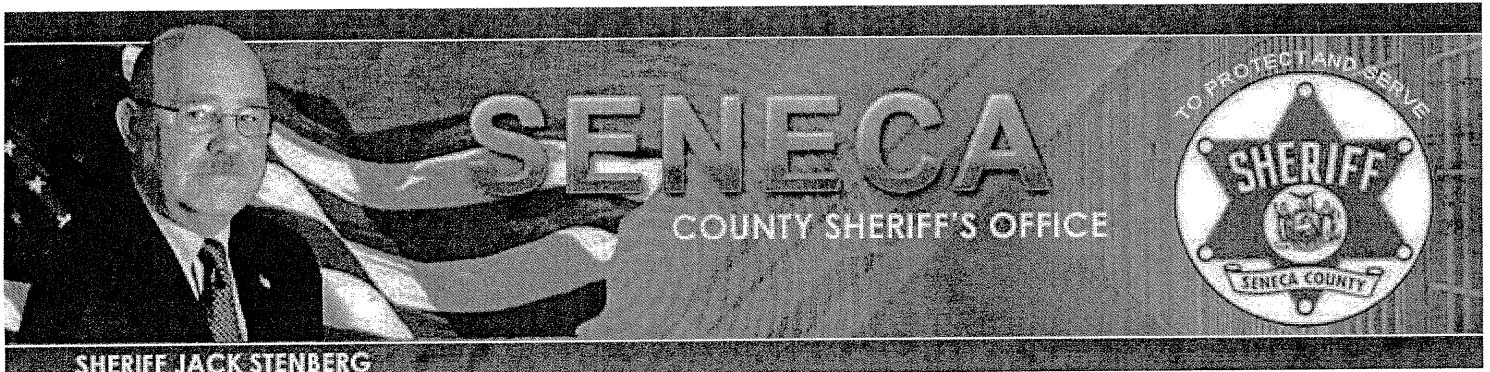
Optional Postal Notification Cards – these can be utilized if required and if you wish:

- As offender data is entered, OffenderWatch® determines the number of notification cards required for the user defined notification radius, and displays a mailing estimate of how many cards will be prepared.
- You may decide to send notification cards for all offenders, or only certain of the most dangerous predators, or according to any plan you decide to implement, at whatever radius you elect
- Notification cards carry your Oneida County Sheriffs' Office logo, and a personalized message and public service information from your sheriff, and full offender data, offense history, vehicles, etc. and photograph
- OffenderWatch® can select a wider notification radius (1 mile) for rural offenders and a smaller radius (.3 mile or X amt of feet) for urban offenders – the program and the mailing radius is entirely user selectable.
- The Oneida County Sheriff emails or faxes the mailing authorization form to Watch Systems, who then prints and mails the notification cards. A copy of the notification card is sent to your office for record keeping and is maintained in the offenders file for electronic access. An archive database is maintained for 2 yrs with all mail data including each recipient.

Press Conference

- Watch Systems will assist your agency conduct a press conference with local radio/newspaper/TV, announcing the availability of the OffenderWatch® solution in the county with the citizen Search and Email notification systems – we have sample press releases and video footage available for review from around the county – this is always very enthusiastically received all across America
- Watch systems will supply a custom powerpoint "Flash" presentation for your use on your web site or elsewhere in your community relations programs highlighting the offender management law in your state and your proactive management and notification solution – an example can be found on our web site at <http://www.sheriffalerts.com/fl/volusia>

Sample Sheriffs banner that goes across the top of the web page that is linked to your web site for citizen access



7.

SECTION 2: INVESTMENT for the Oneida County Sheriffs' Office

Software: OffenderWatch® database, Website access and Geographic Searching and Mapping
Services include Unlimited users, offenders and Email notifications

\$10,000 per year, based on counties with population between 200,000 and 600,000 – includes user training, Help Desk support, maintenance, quarterly street updates, US postal address updates, and continuous software upgrades as they are made available. Also includes Watch Systems Help Desk telephone email support for both email registrants and offender addresses including repair where possible of unmappable addresses.

Estimated total for 1st year is \$ 10,500 for OffenderWatch ® which includes:

- **One-time fee of \$500 per thousand offenders for offender setup and conversion**
- **Access state registration form**

Subsequent years are \$10,000/yr.

Investment Includes:

Enterprise OffenderWatch® software license with unlimited users
Hosting Facility for the database and web servers
Email Server and support for some customization of personalized emails from Sheriff
Mapping License with streets and points of interest for your zip codes of responsibility
Consulting and Computer-Based training - Help Desk Support via toll free line and email
Linking your data for read-only access and information sharing with other jurisdictions within your state and across the US
Electronic Access to your data for sharing with the state, other RMS systems, etc via our web service

Postal Notification Cards: Optional and may be utilized if desired and started anytime

Postage deposit required to open a mail account, this deposit will be based on your expected monthly volume of mailings, but at least \$500. We will look at your expected volume and arrive together at an appropriate deposit – Postal Notification Card mailings are provided at the rate of \$.45 each (US postage rate – currently \$.45) including the address rental, printing, addressing, postage, handling, database updates and maintenance – for each mailing there is a minimum of \$35, which equates to about 85 postal cards. We bill you for the mailings/postage on a weekly basis. Since Watch Systems mails to high quality US Postal addresses, we will get very few returns or bad addresses, saving you money and time.

Initial Data File Conversion/ownership of Offender data and Safety Buffer Data

Watch Systems will load the initial registered offender data for your county into OffenderWatch®, map the fields and verify results. Your agency remains the owner of all offender data maintained by Watch Systems servers on your behalf. Also, if your agency will be using the Safety Buffer feature, we will, key and verify these “protected” addresses and make sure they are properly loaded and established in OffenderWatch®. Agency will provide addresses in a form we can readily work with. Protected addresses usually include institutions such schools, day cares, parks, and other addresses for which the law in your jurisdiction has established a safety buffer. Per published policy statements and guidelines, you may download initially, periodically or at agreement termination a full unrestricted copy of your offender data. Watch Systems holds your data securely and maintains full confidentiality of your offender data. The email subscriber contract embedded in the registration process governs the email registrant confidentiality.

IMPLEMENTATION TIMELINE

Approx 30 Days from start of agreement

PAYMENT AND BILLING TERMS

We will invoice you for your first year of service upon execution of this proposal and payment is due:

In advance of Agency going live with OffenderWatch(r), **OR** when

1. Agency data has been entered/converted to OffenderWatch(r)
2. Agency web-page and banner created and provided to client
3. Agency users have been trained and able to freely use OffenderWatch(r)
4. OffenderWatch® has been configured to meet the agencies state statues

TERMS OF AGREEMENT

This is an automatically renewing services agreement that will renew on your anniversary unless cancelled in writing.

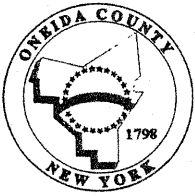
Primary Authorized Users, listed below:

Primary agency coordinator

Agreed to accepted by

Oneida County Sheriffs' Office
6065 Judd Road
Oriskany, NY. 13424
rmmaciol@oneidacountysheriff.us
(O) 315-765-2200 (F) 315-765-2205

8.



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

June 13, 2013

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

FN 20 13-227

WAYS & MEANS

Re: Appointment to the Board of the Oneida County Local Development Corporation

Honorable Members:

On May 12, 2012, by Board Resolution F.N. 2010-223, the Oneida County Board of Legislators approved the establishment of the Oneida County Local Development Corporation (OCLDC). Pursuant to the Certificate of Incorporation of the OCLDC, members of the Board of Directors of the OCLDC are recommended for appointment by the County Executive and confirmed by the Board of Legislators.

I recommend the following individual for appointment as a member of the Board of Directors of the OCLDC:

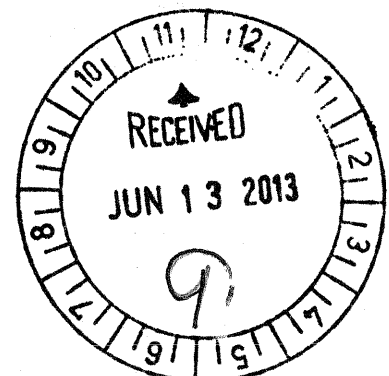
Mary Faith Messenger
8675 Teugega Pt. Pd.
Rome, New York 13440

Mrs. Messenger comes to this position with a vast knowledge of both business and community organizations. She currently serves as the Chief Financial Officer for the Rome Strip Steel Company, Inc. She was previously the Vice President and Controller of Rome Bancorp and Assistant Corporate Comptroller of Oneida Ltd. She is on several boards, including the executive and loan committee of Mohawk Valley EDGE and the Rome Chamber of Commerce. She is also Vice President of the Rome College Foundation.

The Board of Legislators confirmed Ms. Messenger's appointment as a member of the Oneida County Industrial Development Agency (OCIDA) on February 13, 2013 by Resolution F.N. 2013-049.

Very truly yours,

Anthony J. Picente, Jr.
Oneida County Executive





MOHAWK VALLEY COMMUNITY COLLEGE

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

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

FN 20 13-228

**ECONOMIC DEVELOPMENT
& TOURISM**

WAYS & MEANS

and approved for submission to the
Oneida County Board of Legislators by

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

Date 6/20/13

June 18, 2013

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

Dear Mr. Picente:

Per our conversation, I am pleased to submit the Mohawk Valley Community College (MVCC) 2013-14 Budget Request approved by our Board of Trustees at the May 20, 2013 meeting that includes a 0% level funding sponsor maintenance of effort request to Oneida County. In addition, the budget includes a specific one-time request for \$117,800 for five individual requests for equipment in STEM-related programs. The County support would specifically fund a 3D printer; upgrading the electronics lab; upgrading environmental science lab equipment; purchasing new microscopes for a biology lab; and new equipment for a fluid controls class in our mechanical engineering program.

The Economic Development Committee attended a College update and budget proposal overview presentation earlier this month and is aware of this request. Overall, the proposed \$51,804,021 budget represents an increase of 2.5% and requests level funding equal to last year in sponsor support from Oneida County (\$7,280,100). This has been a year of change for the College as we have begun the anticipated enrollment decline after 15 consecutive semesters with an enrollment increase; concurrently graduated more than 1,000 students (our largest class ever), made significant progress on our Strategic Plan and identified a number of compelling initiatives for the upcoming year that guide this budget request (See attached).

Our Strategic Plan continues to provide focus and direction for resource allocations at the College and provides a solid foundation for this budget request. The proposed budget includes a \$130 increase in full-time tuition from \$3,580 to \$3,710 (3.2%) – keeping MVCC with the sixth lowest tuition of any postsecondary institution in New York state. Part-time tuition was raised last year for the first time in several years and has consistently been the lowest or near lowest in the state. The proposed budget increases part-time tuition \$20 to \$150 per credit hour for next year, placing us 22nd lowest part-time tuition of the 30 community colleges. State base aid to community colleges was increased to \$2,272 per aidable FTE (a 7.1% increase). While this increase in state aid is welcomed, it remains below state support levels per FTE from a decade ago in 2002-03. Given the projected decline of high school graduates in Oneida County and throughout upstate New York, we are budgeting for a projected 4% enrollment decline. In addition, the proposed budget includes an appropriation from the general reserve in the amount of

\$1,396,877 in fund balance bringing us to the 5% of total operating budget guideline from SUNY.

Our recent community partnerships underscore the significant role MVCC serves in the community. Guided by our Strategic Plan, the College experienced much success through our resource stewardship. The MVCC Foundation continues to provide the margin of excellence needed for us to increase our community outreach efforts and has allowed us to initiate major efforts in supporting entrepreneurship initiatives in the region. Academically, this past year saw the successful launch of a redesigned Honors Program along with the approval of new programs in Fire Science and Law Enforcement, Cybersecurity, Entrepreneurship and Health Careers. We also expanded our partnerships with local school districts to address lack of student preparation in math and English and partnered with several agencies to replicate the OnPoint outreach program from Syracuse to align with our Educational Opportunity Center.

The 2013-14 proposed budget provides a plan for resource allocation to accomplish our annual objectives from the MVCC Strategic Plan. Of particular note, is the extent to which this budget advances our efforts to increase student completion through the redesign and enhancement of our academic advising services and academic support programming. A number of new programs in the health careers area and the expansion of our Cybersecurity program on the heels of our successful Cyberjobs federal grant program will help bolster enrollment in the face of the projected decrease of recent high school graduates. Given the funding constraints, the proposed budget is the product of the most detailed budgetary analysis of the past few years.

Major expenditures include:

- Salaries & Wages: \$993,264
- Contractual/Operating: \$785,047
- Fringe \$577,500
- Dual Credit \$250,000
- The total number of budgeted positions increases .5 in this request – deleting 4 full-time positions adding 4.5 new full-time positions (2 new faculty for the Radiology Technician program and 2.5 key student support positions that are currently grant funded that need to be moved to the base operating budget for sustainability purposes).

Our Strategic Plan guided a close analysis of personnel and operating budgets that resulted in a number of difficult reductions that balance the budget without compromising capacity. A summary of reductions in the 2013-14 budget request includes:

- Equipment base budget - \$400,000 (multiple alternative revenue as offset)
- Renovations reduced \$250,000 (with \$250K remaining for deferred maintenance)
- Utilities - \$167,000
- Adjunct - \$150,000 decrease from FY12 expenditure due to projected enrollment
- Overtime & Comp time - \$67,152
- Events - \$39,492 (Events at 100 events per/semester and no December graduation rental)

11.

- Employee Development - \$18,000
- Travel - \$9,000
- Advertising - \$8,000

Thank you in advance for your timely consideration and support of this request. We have made every effort to control costs and identify alternative revenue sources, including a tuition increase, and large fund balance appropriations to offset leveling enrollments and limit support needed from the County. I hope that you will find our plan and associated budget request compelling and worthy of your support to then forward it to the Oneida County Board of Legislators for approval.

Sincerely,



Randall J. VanWagoner, Ph.D.
President

C: MVCC Board of Trustees
Tom Keeler, Budget Director
Phyllis Parry, Clerk of the Board

12

College Mission/Vision Statements

Mission Statement

Mohawk Valley Community College promotes student success and community involvement through a commitment to excellence and a spirit of service.

Vision Statement

To transform lives by creating an innovative learning environment that meets the rapidly changing needs of our communities.

Priorities and Directions for Three-Year Strategic Plan Beginning AY2012-13

I COMMUNITY: To build a strong vibrant community

- Build a culture of civility, responsiveness
- Strengthen College communication
- Respond to regional employer needs
- Cultivate partnerships and pathways

II RESOURCES: To effectively and responsively manage resources

- Address space limitations
- Provide for succession planning and cross training
- Secure alternative funding for students
- Improve access to technology for students
- Implement sustainability initiatives

III EXCELLENCE: To promote a culture of excellence and service

- Improve intake and advising
- Emphasize employee enrichment
- Strengthen delivery of service
- Strengthen College diversity
- Increase opportunity for engaged learning
- Enhance quality of programs

IV STUDENTS: To provide a student-centered environment

- Improve networking/connections with students
- Enhance student preparedness
- Connect underserved students with MVCC
- Increase student completion
- Build citizenship and workforce readiness

**MOHAWK VALLEY COMMUNITY
COLLEGE**

**2013-14 OPERATING BUDGET
REQUEST**

As Adopted by the Board of Trustees Meeting
May 20th, 2013

**Mohawk Valley Community College
2013-14 Budget Request**

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**Mohawk Valley Community College
2012 - 2013 to 2013 - 2014
Budget Request**

	Adopted 2012 - 13 Budget	Percent of Net Budget (1)	2013 - 14 Request	Increase (Decrease)	Percent Change	Percent of Net Budget
Full Time Tuition:	\$ 3,710					
Part Time Tuition:	\$ 150					
Chargeback Rate:	\$ 1,650					
State Aid:	\$ 2,422					
<u>Estimated Revenues:</u>						
Tuition	\$ 20,502,110	45.58%	\$ 20,433,781	\$ (68,329) (3)	-0.33%	44.52%
State Aid	\$ 13,499,571	30.01%	\$ 13,987,839	\$ 488,268	3.62%	30.48%
Chargebacks	\$ 2,072,000		\$ 2,310,000	\$ 238,000	11.49%	
Out-of-State	\$ 358,000		\$ 371,000	\$ 13,000	3.63%	
Fed Aid/Offsets	\$ 3,322,850		\$ 3,681,624	\$ 358,774	10.80%	
Fund Balance	\$ 1,268,579		\$ 1,396,877	\$ 128,298	10.11%	
Sponsor Appropriation	\$ 7,280,100	24.41% (2)	\$ 7,280,100	\$ -	0.00%	24.75%
Sponsor Equipment Grant	\$ -		\$ 117,800	\$ 117,800	100.00%	0.3%
Subtotal:	\$ 48,303,210	100.0%	\$ 49,579,021	\$ 1,275,811	2.64%	100.0%
Grants & Non Credit: (4)						
Grants & Non Credit:	\$ 450,000		\$ 450,000	\$ -	0.00%	
Non-Credit Offsets	\$ 1,800,000		\$ 1,775,000	\$ (25,000)	-1.39%	
Subtotal:	\$ 2,250,000		\$ 2,225,000	\$ (25,000)	-1.11%	
Grand Total:	\$ 50,553,210		\$ 51,804,021	\$ 1,250,811	2.47%	

**Mohawk Valley Community College
2012 - 2013 to 2013 - 2014
Budget Request**

	Adopted 2012 - 13 Budget	Percent of Net Budget	2013 - 14 Request	Increase (Decrease)	Percent Change	Percent of Net Budget
Appropriations:						
General Operating:						
Personal Services	\$ 27,474,485	56.09%	\$ 28,928,749	\$ 1,454,264	5.29%	56.33%
Equipment	\$ 600,000	1.23%	\$ 365,300	\$ (234,700)	-39.12%	0.71%
Contractual	\$ 8,275,725	16.90%	\$ 9,018,772	\$ 743,047	8.98%	17.56%
Fringe Benefits	\$ 12,629,000	25.78%	\$ 13,041,200	\$ 412,200	3.26%	25.39%
Subtotal	\$ 48,979,210	100.00%	\$ 51,354,021	\$ 2,374,811	4.85%	100.00%
Grants & Non Credit:						
Personal Services	\$ 774,500	49.21%	\$ 313,500	\$ (461,000)	-59.52%	69.67%
Equipment	\$ 60,000	3.81%	\$ 60,000	\$ -	0.00%	13.33%
Contractual & Fringe Benefits	\$ 739,500	46.98%	\$ 76,500	\$ (663,000)	-89.66%	17.00%
Subtotal	\$ 1,574,000	100.00%	\$ 450,000	\$ (1,124,000)	-71.41%	100.00%
Grand Total:	\$ 50,553,210		\$ 51,804,021	\$ 1,250,811	2.47%	

Footnotes:

- (1) Net Operating Budget = Total budget - (Offset + "Cost not Allowable for State Aid").
- (2) Local Share = Sponsor + Fund Balance + Chargebacks + Out-of-State
- (3) Full-time Tuition increase of \$130, 3.63%
- (4) 100% Offset to Expense - self-sustaining programs.

Mohawk Valley Community College
 State Aid Calculations
 2013 - 14

			Actual
Fundable FTE's -	2010 - 11		5,714.3
Fundable FTE's -	2011 - 12		5,879.9
Fundable FTE's -	2012 - 13		5,691.7
Weighting Factors x Actual Funded FTE			
2010 - 11	20%	5,714.3	1,142.9
2011 - 12	30%	5,879.9	1,764.0
2012 - 13	50%	5,691.7	2,845.9
Weighted Average			5,752.7
Funded FTE = Greater Weighted average or prior year's actual			5,752.7
Base State Aid	\$ 2,422		\$ 13,932,991
Rental			\$ 54,848
Funding High Needs Programs			\$ -
Total Budgeted State Aid			\$ 13,987,839

Mohawk Valley Community College
Tuition Computation Calculations
2013 - 14

	Head Ct	Cr. Hrs.	Rate	Tuition
Full Time			\$ 3,710	
Fall 2013	4,415.0	64,926.7		
Spr. 2014	4,150.0	61,031.0		
Average	4,282.5			\$ 15,888,075
Part Time - Regular			\$ 150	
Fall 2013	1,579.0	9,823.7		\$ 1,473,552
Spr. 2014	1,488.0	8,828.2		\$ 1,324,227
Intersession				
	188.0	610.6		\$ 91,590
Part Time - High School Program				
Fall 2013	1,327.0	5,221.0		\$ 261,050
Spr. 2014	1,600.0	7,000.0		\$ 350,000
Sum 2014	1,299.0	6,968.6		\$ 1,045,287
Total Part Time		38,452.0		\$ 4,545,706
Total Tuition				\$ 20,433,781
Total Credit Hours		164,409.7		
Total FTE		5,480.3		

DETAIL FOR OFFSETS TO EXPENSE AND FEDERAL AID

Budget Request

2013 - 14

	Actual 2011 - 12	Budget 2012 - 13	Budget 2013 - 14
Offset to Expense			
Day Care		\$59,000	\$55,000
Gymnasium		\$2,500	\$11,000
Transcript Fees		\$33,000	\$33,000
Protested Check Fee		\$700	\$700
Credit by Exam/Life Experience		\$5,200	\$5,500
Nursing Proficiency Exam		\$2,000	\$1,500
Late Fees		\$1,100	\$1,700
Nursing IV Diagnostic Readiness Test		\$0	\$1,000
Air Frame & PowerPlant Fee		\$175,000	\$175,000
Welding Fee \$100		\$13,000	\$11,500
Art Studio Lab Fee (\$20 - \$60)		\$25,000	\$25,000
Internet Course Fee		\$185,000	\$258,000
Technology Fee		\$1,350,000	\$1,332,200
Student Success Fee	\$0	\$0	\$211,500
Nursing Lab Fee		\$75,000	\$60,000
Science Lab Fees		\$95,000	\$96,000
Excess Credits		\$260,000	\$0
Interest Earnings		\$45,000	\$30,000
Commissions/Vending		\$25,000	\$25,000
Forfeiture of Deposits		\$0	\$0
Sale of Equipment		\$25,000	\$25,000
Refund of Prior Year Expense		\$120,000	\$125,000
Food Service Income		\$7,000	\$7,000
Other Miscellaneous		\$301,600	\$607,224
Parking Fines		\$5,000	\$5,000
Library Fines (Copier)		\$4,000	\$3,000
Dorm Utility Charges		\$190,000	\$180,000
Dorm Staff Charges		\$125,000	\$100,000
Building & Security Services		\$2,000	\$1,500
Rental of Facilities		\$50,000	\$50,000
Foundation - Reimbursement		\$5,000	\$5,000
Child Care (State Aid)		\$0	\$0
MVCC Foundation Contribution	\$0	\$0	\$47,500
		<hr/>	
Total Other Offsets	\$0	\$3,186,100	\$3,489,824
FEDERAL AID			
VA Reporting Fees		\$1,500	\$3,000
Fed. Funds Admin. Allowance		\$40,000	\$50,000
Federal Work Study		\$65,250	\$128,800
USDA - Child Care		\$10,000	\$10,000
		<hr/>	
Total Federal Aid	\$0	\$116,750	\$191,800
Total Offsets/Federal Aid:	\$0	\$3,302,850	\$3,681,624

20.

DETAIL FOR OFFSETS TO EXPENSE AND FEDERAL AID
Budget Request
2013 - 14

	Actual 2011 - 12	Budget 2012 - 13	Budget 2013 - 14
Balance Forward:	\$0	\$3,302,850	\$3,681,624
<hr/>			
Grants and Non-Credit			
Grants		\$450,000	\$450,000
Contract Course Fees		\$375,000	\$375,000
Self Sustaining Non Credit Offerings		\$1,425,000	\$1,400,000
Total Grants & Non-Credit	\$0	\$2,250,000	\$2,225,000
<hr/>			
Grand Total:	\$0	\$5,552,850	\$5,906,624
<hr/> <hr/>			

	Mohawk Valley Community College Operating Budget Request 2013 - 14				CONTRACTUAL				EQUIPMENT				TOTAL			
	2012 - 13 Original Budget	2012 - 13 Amended Budget	2013 - 14 Requested Budget	% Chg.	2012 - 13 Original Budget	2012 - 13 Amended Budget	2013 - 14 Requested Budget	% Chg.	2012 - 13 Original Budget	2012 - 13 Amended Budget	2013 - 14 Requested Budget	% Chg.				
PERSONAL SERVICE																
Admissions & Operations	\$ 2,074,570	\$ 2,074,570	\$ 2,129,142	2.6%	\$ 2,766,625	\$ 3,137,630	\$ 2,417,200	-12.6%	\$ 18,550	\$ 18,550	\$ 18,550	-13.7%	\$ 4,859,745	\$ 5,239,728	\$ 4,546,342	-6.4%
Library 1504	\$ 771,895	\$ 771,895	\$ 781,244	1.2%	\$ 95,100	\$ 109,631	\$ 53,000	-44.3%	\$ 11,320	\$ 11,320	\$ 11,320	-	\$ 866,995	\$ 892,846	\$ 834,244	-3.8%
TOTAL	\$ 2,846,465	\$ 2,846,465	\$ 2,910,386	2.2%	\$ 2,861,725	\$ 3,247,261	\$ 2,470,200	-13.7%	\$ 18,550	\$ 18,550	\$ 18,550	-	\$ 5,726,740	\$ 6,132,574	\$ 5,380,586	-6.0%
Student 1701	\$ 349,436	\$ 349,436	\$ 364,358	4.3%	\$ 31,000	\$ 31,000	\$ 26,000	-16.1%	\$ 72	\$ 72	\$ 72	-	\$ 380,436	\$ 380,508	\$ 380,358	2.6%
Board of Trustees 1702	\$ 10,000	\$ 9,000	\$ 5,000	-50.0%	\$ 27,000	\$ 27,000	\$ 26,000	-3.7%	\$ 37,000	\$ 36,000	\$ 31,000	-16.2%	\$ 37,000	\$ 36,000	\$ 31,000	-16.2%
Marketing & Communications 1703	\$ 351,917	\$ 351,917	\$ 367,433	4.4%	\$ 460,000	\$ 497,940	\$ 488,300	6.2%	\$ 811,917	\$ 849,857	\$ 855,733	5.4%	\$ 811,917	\$ 849,857	\$ 855,733	5.4%
Telephone 1704	\$ 237,050	\$ 237,050	\$ 256,917	8.4%	\$ 4,500	\$ 4,500	\$ 4,500	0.0%	\$ 241,550	\$ 241,550	\$ 261,417	8.2%	\$ 241,550	\$ 241,550	\$ 261,417	8.2%
Human Resources 1705	\$ 49,678	\$ 49,678	\$ 51,078	2.8%	\$ 2,200	\$ 2,200	\$ 2,200	0.0%	\$ 51,878	\$ 51,878	\$ 53,278	2.7%	\$ 49,678	\$ 49,678	\$ 51,078	2.8%
Human Resources Coordinator 1709	\$ 262,856	\$ 262,856	\$ 226,081	-14.0%	\$ 107,675	\$ 112,320	\$ 85,675	-20.4%	\$ 370,531	\$ 370,531	\$ 406,176	9.7%	\$ 262,856	\$ 262,856	\$ 226,081	-14.0%
Human Resources Analysis 1171***	\$ 183,599	\$ 183,599	\$ 192,330	4.8%	\$ 63,359	\$ 63,359	\$ 30,000	-52.7%	\$ 63,359	\$ 63,359	\$ 30,000	-52.7%	\$ 183,599	\$ 183,599	\$ 192,330	4.8%
TOTAL	\$ 1,444,536	\$ 1,474,536	\$ 1,463,197	1.3%	\$ 711,934	\$ 754,519	\$ 683,675	-4.0%	\$ 72	\$ 72	\$ 72	-	\$ 2,156,470	\$ 2,229,127	\$ 2,146,872	-0.4%
Initial 1810	\$ -	\$ -	\$ -	-	\$ 73,000	\$ 73,000	\$ 127,000	74.0%	\$ 73,000	\$ 73,000	\$ 127,000	74.0%	\$ -	\$ -	\$ 127,000	74.0%
Finance 1810	\$ 743,252	\$ 743,252	\$ 781,750	5.2%	\$ 266,500	\$ 266,500	\$ 294,680	10.6%	\$ 266,500	\$ 266,500	\$ 294,680	10.6%	\$ 743,252	\$ 743,252	\$ 781,750	5.2%
Other Institutional	\$ 743,252	\$ 743,252	\$ 781,750	5.2%	\$ 465,500	\$ 465,500	\$ 460,500	-1.1%	\$ 1,208,752	\$ 1,208,752	\$ 1,242,250	2.8%	\$ 743,252	\$ 743,252	\$ 781,750	5.2%
Institutional Research moving to VP Admin for 2013-14	\$ -	\$ -	\$ -	-	\$ 732,000	\$ 732,000	\$ 755,180	3.2%	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-
Joyce Benefits 1820	\$ -	\$ -	\$ 30,000	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-
AL - Page 3	\$ 5,034,253	\$ 5,064,253	\$ 5,185,333	3.0%	\$ 4,378,659	\$ 4,806,780	\$ 4,036,055	-7.8%	\$ 12,629,000	\$ 12,629,000	\$ 13,041,200	3.3%	\$ 5,034,253	\$ 5,064,253	\$ 5,185,333	3.0%
AL - Pages 1 - 3	\$ 28,248,985	\$ 29,037,791	\$ 29,242,249	3.5%	\$ 9,015,225	\$ 11,303,129	\$ 9,095,272	0.9%	\$ 12,629,000	\$ 12,629,000	\$ 13,041,200	3.3%	\$ 28,248,985	\$ 29,037,791	\$ 29,242,249	3.5%
Equipment (from pages 1, 2, & 3)	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-
VND TOTAL:	\$ 50,553,210	\$ 53,705,791	\$ 51,804,021	2.47%	\$ 660,000	\$ 735,871	\$ 425,300	-35.6%	\$ 50,553,210	\$ 53,705,791	\$ 51,804,021	2.47%	\$ 50,553,210	\$ 53,705,791	\$ 51,804,021	2.47%

**Mohawk Valley Community College
Fringe Benefits
2012 - 2013 to 2013 - 2014**

	2012 - 13 Adopted	2012 - 13 Amended	2013 - 14 Request	% Change
Health Insurance Waiver	\$ -	0	\$ 30,000	100%
NYS Teachers Retirement	\$ 390,000	\$ 390,000	\$ 542,500	39.1%
TIAA/CREF Retirement	\$ 1,675,000	\$ 1,675,000	\$ 1,675,000	0.0%
NYS Employees Retirement	\$ 1,450,000	\$ 1,450,000	\$ 1,812,200	25.0%
Social Security	\$ 2,220,000	\$ 2,220,000	\$ 2,260,000	1.8%
Health Insurance	\$ 6,090,000	\$ 6,090,000	\$ 5,925,000	-2.7%
Unemployment Compensation	\$ 140,000	\$ 140,000	\$ 120,000	-14.3%
Workers Compensations	\$ 290,000	\$ 290,000	\$ 345,000	19.0%
Employee Tuition Waivers	\$ 15,000	\$ 15,000	\$ 20,000	33.3%
Dependent Tuition Waivers	\$ 80,000	\$ 80,000	\$ 80,000	0.0%
Med LTD & Life Insurance	\$ 25,000	\$ 25,000	\$ 25,000	0.0%
Nursing Liability Insurance	\$ 1,000	\$ 1,000	\$ 1,000	0.0%
Other Employee Benefits	\$ 8,000	\$ 8,000	\$ 9,500	18.8%
Compensated Absences - FICA	\$ 5,000	\$ 5,000	\$ 4,000	-20.0%
PA Retirement Incentive	\$ 180,000	\$ 180,000	\$ 162,000	-10.0%
AMVA Insurance	\$ 60,000	\$ 60,000	\$ 60,000	0.0%
Total Fringe Benefits	\$ 12,629,000	\$ 12,629,000	\$ 13,071,200	3.5%
RENTAL				
Bowling Lane	\$ 1,500	\$ 1,500	\$ 1,500	0.0%
Golf Course	\$ 500	\$ 500	\$ 500	0.0%
Ice Rental	\$ 15,000	\$ 15,000	\$ 15,000	0.0%
Tennis Court Rental	\$ 1,000	\$ 1,000	\$ 1,000	0.0%
Indoor Baseball	\$ 6,000	\$ 6,000	\$ 6,000	0.0%
Room Rental	\$ 4,000	\$ 4,000	\$ 4,000	0.0%
Rental Other	\$ 45,000	\$ 45,000	\$ 99,000	120.0%
Total Rentals	\$ 73,000	\$ 73,000	\$ 127,000	74.0%

**Mohawk Valley Community College
Grants Adopted vs. Amended
2012 - 13**

	Personal Services	Equipment	Contractual	Fringe Benefits	Total
2012 - 13 Adopted Budget:	\$ 313,500	\$ 60,000	\$ 21,500	\$ 55,000	\$ 450,000
2012 - 13 Amended Budget:					
Cyber DOL Grant	\$ 163,172	\$ 104	\$ 648,174	\$ 75,310	\$ 886,760
HVCC Nano Tech - NSF	\$ 13,959	\$ -	\$ 14,737	\$ 5,165	\$ 33,861
Utica GEAR UP	\$ 11,320	\$ -	\$ 30,617	\$ 4,127	\$ 46,064
EOP Center	\$ 193,114	\$ -	\$ 29,950	\$ 62,343	\$ 285,407
SUNY Honors	\$ -	\$ -	\$ 7,283	\$ -	\$ 7,283
SUNY Library Collection	\$ -	\$ -	\$ 8,170	\$ -	\$ 8,170
CSTEP FY '12	\$ 28,130	\$ -	\$ 57,179	\$ 18,958	\$ 104,267
GEAR UP Yr 2	\$ 316,409	\$ -	\$ 330,874	\$ 99,835	\$ 747,118
STEP FY '13	\$ 39,330	\$ -	\$ 34,029	\$ 18,357	\$ 91,716
Youtyh Construction	\$ 19,520	\$ -	\$ 3,528	\$ 1,952	\$ 25,000
Upward Bound	\$ 135,465	\$ -	\$ 51,854	\$ 62,681	\$ 250,000
VATEA Learning Center	\$ 50,039	\$ -	\$ 11,047	\$ 23,700	\$ 84,786
VATEA Bus & Info Sci	\$ -	\$ 5,000	\$ 143,346	\$ -	\$ 148,346
VATEA Heealth Srv. Retention	\$ 87,613	\$ -	\$ 13,008	\$ 45,206	\$ 145,827
VATEA One Stop	\$ 78,576	\$ -	\$ 14,924	\$ 25,866	\$ 119,366
Total	\$ 1,136,647	\$ 5,104	\$ 1,398,720	\$ 443,500	\$ 2,983,971

**Mohawk Valley Community College
Insurance**

	2012 - 13 Adopted	2012 - 13 Amended	2013 - 14 Request	% Change
Boiler & Machinery	\$ 8,000	\$ 8,000	\$ 8,000	0.0%
Commercial	\$ 234,000	\$ 234,000	\$ 272,480	16.4%
Automobile	\$ 15,500	\$ 15,500	\$ 14,200	-8.4%
Other	\$ 9,000	\$ 9,000	\$ -	-100.0%
Total	\$ 266,500	\$ 266,500	\$ 294,680	10.6%

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**Mohawk Valley Community College
Adopted Vs. Amended Budget**

	2012 - 13 Adopted	2012 - 13 Amended	Change
Instruction	\$ 19,134,852	\$ 21,723,051	\$ 2,588,199
Public Service	\$ 4,200	\$ 4,200	\$ -
Library & Media	\$ 1,741,291	\$ 1,742,421	\$ 1,130
Rome Campus	\$ 424,881	\$ 424,994	\$ 113
Student Services	\$ 2,811,351	\$ 2,812,825	\$ 1,474
Administrative Services	\$ 4,289,123	\$ 4,372,297	\$ 83,174
College Work Study	\$ 87,050	\$ 87,050	\$ -
Maintenance & Security	\$ 5,726,740	\$ 6,132,574	\$ 405,834
President & Administrative	\$ 2,156,470	\$ 2,229,127	\$ 72,657
Rental	\$ 73,000	\$ 73,000	\$ -
Insurance	\$ 266,500	\$ 266,500	\$ -
Other Institutional	\$ 1,208,752	\$ 1,208,752	\$ -
Employee Benefits	\$ 12,629,000	\$ 12,629,000	\$ -
Grand Total	\$ 50,553,210	\$ 53,705,791	\$ 3,152,581
Personal Services	\$ 28,248,985	\$ 29,037,791	\$ 788,806
Equipment	\$ 660,000	\$ 735,871	\$ 75,871
Contractual	\$ 9,015,225	\$ 11,303,129	\$ 2,287,904
Employee Benefits	\$ 12,629,000	\$ 12,629,000	\$ -
Grand Total	\$ 50,553,210	\$ 53,705,791	\$ 3,152,581

**Mohawk Valley Community College
Historical Comparison
Sponsor Appropriation**

	Sponsor Contribution	Increased Amount	% Increase
2002 - 03	\$ 5,812,059	\$ 497,000	9.35%
2003 - 04	\$ 5,862,059	\$ 50,000	0.86%
2004 - 05	\$ 6,362,059	\$ 500,000	8.53%
2005 - 06	\$ 6,462,059	\$ 100,000	1.57%
2006 - 07	\$ 6,862,059	\$ 400,000	6.18%
2007 - 08	\$ 7,068,059	\$ 206,000	3.00%
2008 - 09	\$ 7,280,100	\$ 212,041	3.00%
2009 - 10	\$ 7,280,100	\$ -	0.00%
2010 - 11	\$ 7,280,100	\$ -	0.00%
2011 - 12	\$ 7,280,100	\$ -	0.00%
2012 - 13	\$ 7,280,100	\$ -	0.00%
2013 - 14	\$ 7,280,100	\$ -	0.00%

**Mohawk Valley Community College
Historical Comparison
Fund Balances**

Fiscal Yr. Ending	Total Appropriations	% Increase	Fund Balance at End of Fiscal Year	Amount Appropriated	Unappropri- Balance	Unappropri- Balance as a % of Opr Budget	Minimum Recommend Bal 5% of Total Appropriations
August 31, 2002	\$ 31,105,667	3.35%	\$ 263,432	\$ -	\$ 263,432	0.85%	\$ 1,555,283
August 31, 2003	\$ 32,640,102	4.93%	\$ 1,170,092	\$ 434,103	\$ 735,989	2.25%	\$ 1,632,005
August 31, 2004	\$ 35,123,246	7.61%	\$ 1,950,693	\$ 1,402,868	\$ 547,825	1.56%	\$ 1,756,162
August 31, 2005	\$ 36,458,478	3.80%	\$ 1,989,256	\$ 1,040,000	\$ 949,256	2.60%	\$ 1,822,924
August 31, 2006	\$ 37,940,000	4.06%	\$ 3,545,798	\$ 842,850	\$ 2,702,948	7.12%	\$ 1,897,000
August 31, 2007	\$ 39,618,571	4.42%	\$ 4,676,914	\$ 1,840,152	\$ 2,836,762	7.16%	\$ 1,980,929
August 31, 2008	\$ 41,433,478	4.58%	\$ 6,154,813	\$ 2,125,000	\$ 4,029,813	9.73%	\$ 2,071,674
August 31, 2009	\$ 45,072,818	8.78%	\$ 7,110,060	\$ 3,000,000	\$ 4,110,060	9.12%	\$ 2,253,641
August 31, 2010	\$ 47,828,521	6.11%	\$ 7,871,295	\$ 4,000,000	\$ 3,871,295	8.09%	\$ 2,391,426
August 31, 2011	\$ 50,195,780	4.95%	\$ 6,626,108	\$ 3,976,826	\$ 2,649,282	5.28%	\$ 2,509,789
August 31, 2012	\$ 50,553,210	0.71%	\$ 5,179,003	\$ 1,268,579	\$ 3,910,424	7.74%	\$ 2,527,661
August 31, 2013	\$ 51,804,021	2.47%	\$ 4,000,000 *	\$ 1,396,877	\$ 2,603,123	5.02%	\$ 2,590,201

**Mohawk Valley Community College
Budget Vs Projected FTE's
2012 - 2013 to 2013 - 2014**

	Budgeted FTE's 2012 - 13	Budgeted FTE's 2013-14	FTE Difference	% Difference
Fall				
Full Time	2,396.2	2,164.2	(232.0)	-9.7%
Part Time	470.5	501.5	31.0	6.6%
Intersession	19.6	20.4	0.8	4.0%
Spring				
Full Time	2,144.1	2,034.4	(109.7)	-5.1%
Part Time	535.9	527.6	(8.3)	-1.6%
Summer				
Part Time	<u>251.9</u>	<u>232.3</u>	<u>(19.6)</u>	<u>-7.8%</u>
Totals:	5,818.2	5,480.3	(337.8)	-5.8%

**Mohawk Valley Community College
Enrollment Projections
2013 - 14**

	Actual 2010 - 11	Actual 2011 - 12	% Chg. 09 - 10 to 10 - 11	Budgeted -	% Chg. 10 - 11 to 11 - 12	Budget -	% Chg. 11 - 12 to 12 - 13
Full Time Headcount							
Fall	4,757	4,923	3.49%	4,874	-1.00%	4,415	-9.42%
Spring	4,404	4,383	-0.48%	4,319	-1.46%	4,150	-3.91%
Full Time Credit Hours							
Fall	69,983.5	72,235.5	3.22%	71,887.0	-0.48%	64,926.7	-9.68%
Spring	64,975.5	64,665.0	-0.48%	64,322.0	-0.53%	61,031.0	-5.12%
Part Time Headcount							
Fall	2,492	2,739	9.91%	2,710	-1.06%	2,906	7.23%
Spring	2,746	3,144	14.49%	2,994	-4.77%	3,088	3.14%
Summer & Intersession	1,573	1,453	-7.63%	1,559	7.30%	1,487	-4.62%
Part Time Credit Hours							
Fall	13,297.0	14,242.0	7.11%	14,114.0	-0.90%	15,044.7	6.59%
Spring	14,454.8	16,700.5	15.54%	16,078.0	-3.73%	15,828.2	-1.55%
Summer & Intersession	8,122.5	7,812.0	-3.82%	8,144.0	4.2%	7,579.2	-6.94%
Total Cr. Hrs	170,833.3	175,655.0	2.82%	174,545.0	-0.63%	164,409.8	-5.81%
Total FTE's	5,694.4	5,855.2	2.82%	5,818.2	-0.63%	5,480.3	-5.81%



ONEIDA COUNTY DEPARTMENT OF LAW

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

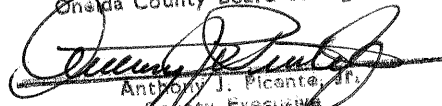
ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

GREGORY J. AMOROSO
COUNTY ATTORNEY

FN 20 13 - 229

WAYS & MEANS

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


Anthony J. Picente, Jr.
County Executive
Date 6/24/13

June 20, 2013

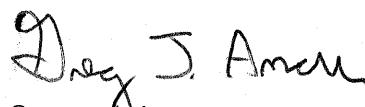
Anthony J. Picente Jr.
Oneida County Executive
800 Park Avenue
Utica, NY 13501

Dear County Executive Picente:

The Uniform Notice of Claim Act was passed by the New York State Legislature and signed by Governor Cuomo in 2012. Pursuant to the Uniform Notice of Claim Act, Oneida County must file a certificate designating an official to receive service from the New York Secretary of State by July 15, 2013.

Please forward this letter and attached proposed Resolution to the Oneida County Board of Legislators for their consideration.

Very truly yours,


Gregory J. Amoroso
County Attorney

Encl.



INTRODUCTORY NO.

F.N. 2013-

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO.

INTRODUCED BY:

2ND BY MESSRS:

RE: DESIGNATING THE ONIEDA COUNTY ATTORNEY AS THE OFFICIAL
TO RECEIVE SERVICE OF A NOTICE OF CLAIM FROM THE
SECRETARY OF STATE

WHEREAS, Article 4 of the General Municipal Law of New York requires that prior to commencing any law suit against the County of Oneida, a Notice of Claim must be served; and

WHEREAS, effective June 15, 2013 Article 4 of the General Municipal Law of the State of New York has been amended to add the Secretary of State as an agent to receive service of a Notice of Claim against the County of Oneida; and

WHEREAS, the County of Oneida is required to file a certificate designating an official to receive service from the Secretary of State within 30 days of the amendment becoming effective; and

WHEREAS, the Oneida County Attorney is the Chief Legal Officer of the County and is the official with the duty of defending the County of Oneida against claims initiated by a Notice of Claim; now, therefore, be it

RESOLVED, that the Oneida County Attorney is hereby designated as the official to receive a Notice of Claim from the Secretary of State; and, be it further

RESOLVED, that the County Executive or County Attorney is authorized to execute any form necessary to authorize the Secretary of State to accept service of a Notice of Claim, and designate the Oneida County Attorney as the agent-in-fact for the transmittal of any Notice of Claim served upon the Secretary of State.

APPROVED: Ways & Means ()

Adopted by the following vote:

AYES NAYS ABSENT

INTRODUCTORY NO.

F.N. 2013-

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO.

INTRODUCED BY:

2ND BY MESSRS:

RE: DESIGNATING THE ONIEDA COUNTY ATTORNEY AS THE OFFICIAL TO RECEIVE SERVICE OF A NOTICE OF CLAIM FROM THE SECRETARY OF STATE

WHEREAS, Article 4 of the General Municipal Law of New York requires that prior to commencing any law suit against the County of Oneida, a Notice of Claim must be served; and

WHEREAS, effective June 15, 2013 Article 4 of the General Municipal Law of the State of New York has been amended to add the Secretary of State as an agent to receive service of a Notice of Claim against the County of Oneida; and

WHEREAS, the County of Oneida is required to file a certificate designating an official to receive service from the Secretary of State within 30 days of the amendment becoming effective; and

WHEREAS, the Oneida County Attorney is the Chief Legal Officer of the County and is the official with the duty of defending the County of Oneida against claims initiated by a Notice of Claim; now, therefore, be it

RESOLVED, that the Oneida County Attorney is hereby designated as the official to receive a Notice of Claim from the Secretary of State; and, be it further

RESOLVED, that the County Executive or County Attorney is authorized to execute any form necessary to authorize the Secretary of State to accept service of a Notice of Claim, and designate the Oneida County Attorney as the agent-in-fact for the transmittal of any Notice of Claim served upon the Secretary of State.

APPROVED: Ways & Means ()

Adopted by the following vote:

AYES NAYS ABSENT

Oneida County Department of Public Works

ANTHONY J. PICENTE JR.
County Executive


DENNIS S. DAVIS
Commissioner

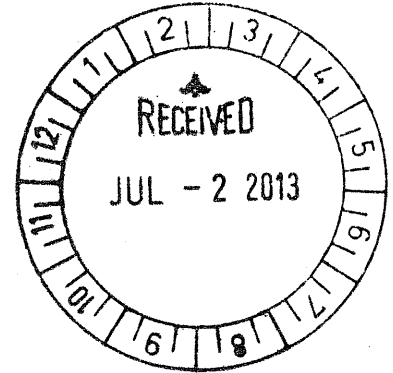
6000 Airport Road
Oriskany, New York 13424
Phone: (315) 793-6213
Fax: (315) 768-6299

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

June 26, 2013

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


Anthony J. Picente, Jr.
County Executive
Date 7/2/13



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

Dear County Executive Picente,

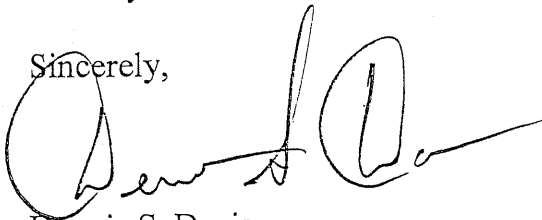
Enclosed is an Agreement between Oneida County and The New York State Woodsmen's Field Days, Inc. A timber contract is needed to secure trees from the north side of Oneida County Reforestation Area 20 in the Town of Ava off of New York State Route 394. The request is for 60 white pine trees and 20 red pine trees with each white pine containing 160 board feet and each red pine containing 100 board feet with a total footage of 11,600 @ a rate of \$100/mbf totaling \$1,160.00 revenue.

The NYS Woodsmen's Field Days will be contracting with Spink Lumber to perform the logging work and Spink Lumber will be providing the necessary insurance that covers No. 9 of the attached agreement.

If you concur with this request, please forward to the Public Works and Ways and Means Committee for expedited approval and to the full Board for the **July 10, 2013** meeting.

Thank you in advance for your consideration.

Sincerely,



Dennis S. Davis
Commissioner

DSD/mk
Enclosure(s)

FN 20 13 - 230.

PUBLIC WORKS

WAYS & MEANS

Oneida County Board of Legislators Contract Summary

Name of Proposing Organization: Public Works Reforestation

Title of Activity or Service: Agreement

Client Population/Number to be Served: Oneida County Residents

Summary Statements:

1) Narrative Description: Proposed Agreement with the NYS Woodmen’s Field Days, Inc. for their August 15th through August 18th field days and utilize our trees for their use.

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

3) Program Design and Staffing Level: N/A

Total Funding Requested: None

Total Revenue: 1,160.00

Account#A2652

Oneida County Department Funding Recommendation:

Proposed Funding Source: Federal _____ State _____ County _____

Cost Per Client Served: N/A

Past Performance Data: N/A

Oneida County Department Staff Comments

AGREEMENT

This Agreement, entered into this ___ day of July 2013, by and between the **COUNTY OF ONEIDA**, with its principal office and place of business being located at 800 Park Avenue, Utica, NY, hereinafter called "SELLER" and NYS Woodsmen's Field Days, Inc., with its principal place of business being located at 118-120 Main Street, Boonville, New York, 13309, hereinafter called "BUYER".

WITNESSETH:

That for and in consideration of payments and agreements hereinafter mentioned, the Seller agrees to sell and the Buyer agrees to buy the following forest products: certain standing trees located from the north side of Oneida County Reforestation Area 20 in the Town of Ava off of NYS Route 294. Under the direction and supervision of Mr. Dave Duerr, the trees will be removed from the Oneida County Reforestation Area as stated above and be removed and landed upon the Oneida-Herkimer Solid Waste properties which are adjacent to Oneida County lands.

1. Buyer will pay to Seller the sum of the current market value for the following forest products:

White Pine 60/\$100 mbf

Red Pine 20/\$100 mbf

Each white pine will contain 160 board feet and each red pine will contain 100 board feet with the total footage being 11,600 at a rate of \$100/mbf totaling \$1,160.00

2. The parties agree that this sale is on a scaled basis.

3. The Buyer agrees to secure and maintain all necessary rights of way over privately owned roads and lands.

4. Buyer agrees that the Seller does not guarantee the estimated quantity or quality of the stumpage advertised.

5. All trees shall be cut and utilized to a minimum four inch (4") top diameter where straight and sound; culls are marked with an "X", tops to be lopped to the ground level.

6. Buyer agrees to remove all materials, tools and equipment from Oneida County land by **August 19, 2013**.

7. Buyer agrees not to assign, transfer or convey, sublet or otherwise dispose of this agreement or any of its contents or of its rights, title or interest therein or of its power to execute such contract to any other person, company or corporation without the previous consent in writing of the Seller.

8. All operations under this agreement shall be conducted in accordance with the laws of the State of NY, the rules and regulations of the Seller and the laws of the USA.

9. Buyer shall indemnify and save Oneida County harmless against all claims for injuries to persons or damage to property whether such damages or injuries be attributable to negligence of the Buyer or its employees. Buyer shall be solely responsible for the safety and protection of all employees and of all property at the site and shall be solely responsible and liable for any injury or damage thereto and for all injuries to persons occurring thereon whether due to the negligence, fault or default of the Buyer. The liability of the Buyer under this contract is absolute and is not dependent upon any question of negligence on its part. It is not the purpose or intention to hereby indemnify an architect, engineer, surveyor or their agents, servants or employees from liability in violation of Section 5-324 of the General Obligations Law. Nothing in the contract documents or specifications shall create or give to third parties any claim or right of action against the Buyer, the architect or County beyond such as may legally exist irrespective of the contract.

11. The logger performing this will secure, pay for and maintain during the term of this contract, necessary insurance embracing the requirements of paragraph "9" above, and including Public Liability Insurance pursuant to attached Certificate of Insurance.

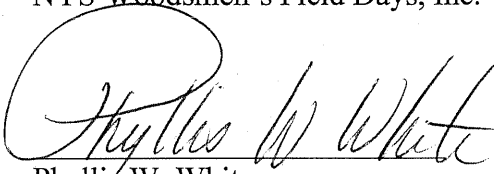
12. Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by performance of this contract by Contractor and any subcontractors. Upon awarding this contract, and before work commences, Contractor will be required to provide Oneida County with proof that Resolution 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance with this contract, will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on this _____ day of _____, _____.

COUNTY OF ONEIDA

NYS Woodsmen's Field Days, Inc.

Anthony J. Picente, Jr.
County Executive



Phyllis W. White
Executive Coordinator

Approved as to form:

Oneida County Attorney

ADDENDUM

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

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

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

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

1. Executor or Non-Appropriation Clause.

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

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

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

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

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
 2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
1. The Contractor certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
 2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. The Contractor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The Contractor's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance program; and
 4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
 1. Abide by the terms of the statement; and
 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
 - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
 - f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

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

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

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

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
 1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
 1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
 5. Make available protected health information in accordance with 45 CFR § 164.524;

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

5. Non-Assignment Clause.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. Worker's Compensation Benefits.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. Non-Discrimination Requirements.

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

8. Wage and Hours Provisions.

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

45.

9. Non-Collusive Bidding Certification.

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

10. Records.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

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

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. Conflicting Terms.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. Governing Law.

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

14. Prohibition on Purchase of Tropical Hardwoods.

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

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

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

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

16. Gratuities and Kickbacks.

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

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

17. Audit

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

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

18. Certification of compliance with the Iran Divestment Act.

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

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

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be

appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

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

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

County of Oneida

By: _____

Oneida County Executive

Contractor

By: 

Name:

Approved as to Form only

Oneida County Attorney

SD.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/24/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).



PRODUCER H.G. Ellis Agency Inc. PO BOX 287 1531 State Rt 9 Constantia NY 13316		CONTACT NAME: Nate Skinner PHONE (A/C, No, Ext): 315-623-7765 E-MAIL ADDRESS: nskinner@hgellisagency.com		FAX (A/C, No): 315-623-9378	
		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A : Capitol Specialty Insurance Corporation		10328	
		INSURER B :			
		INSURER C :			
		INSURER D :			
		INSURER E :			
		INSURER F :			

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			CS02136467-02	05/01/2013	05/01/2014	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ Included
								\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Logging & Lumbering

CERTIFICATE HOLDER Oneida County 6000 Airport Rd Oriskany NY 13424		CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  	
--	--	---	--



New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

1045 SEVENTH NORTH STREET, LIVERPOOL, NEW YORK 13088-6186
Phone: (315) 453-6513

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

***** 161352319
SPINK LUMBER INC
PO BOX 303
CAMDEN NY 13316

POLICYHOLDER
SPINK LUMBER INC
PO BOX 303
CAMDEN NY 13316

CERTIFICATE HOLDER
ONEIDA COUNTY
6000 AIRPORT RD
ORISKANY NY 13424

POLICY NUMBER S 1129 618-3	CERTIFICATE NUMBER 630778	PERIOD COVERED BY THIS CERTIFICATE 10/08/2012 TO 10/08/2013	DATE 6/25/2013
-------------------------------	------------------------------	--	-------------------

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1129 618-3 UNTIL 10/08/2013, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF SAID POLICY IS CANCELLED, OR CHANGED PRIOR TO 10/08/2013 IN SUCH MANNER AS TO AFFECT THIS CERTIFICATE, 10 DAYS WRITTEN NOTICE OF SUCH CANCELLATION WILL BE GIVEN TO THE CERTIFICATE HOLDER ABOVE. NOTICE BY REGULAR MAIL SO ADDRESSED SHALL BE SUFFICIENT COMPLIANCE WITH THIS PROVISION. THE NEW YORK STATE INSURANCE FUND DOES NOT ASSUME ANY LIABILITY IN THE EVENT OF FAILURE TO GIVE SUCH NOTICE.

THIS POLICY DOES NOT COVER CLAIMS OR SUITS THAT ARISE FROM BODILY INJURY SUFFERED BY THE OFFICERS OF THE INSURED CORPORATION.

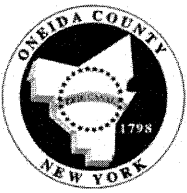
ANNETTE R SPINK, PRESIDENT
SPINK LUMBER INC

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

This certificate can be validated on our web site at <https://www.nysif.com/cert/certval.asp> or by calling (888) 875-5790
VALIDATION NUMBER: 918619959



ONEIDA COUNTY DEPARTMENT OF LAW

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

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

GREGORY J. AMOROSO
COUNTY ATTORNEY

FN 20 13-231

June 26, 2013

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

WAYS & MEANS

Dear County Executive Picente:

The County has negotiated a Memorandum of Agreement with United Public Service Employees Union, Blue Collar Unit. I am attaching a copy of the Memorandum of Agreement for your reference.

In summary, the Memorandum of Agreement provides additional compensation to employees in certain titles within the Department of Aviation who agree to perform new work activities and to meet related special requirements in regards to fighting aircraft fires and rendering emergency first aid treatment. The additional compensation shall be in the amount of \$2,080.00 a year for each affected employee.

I ask that your office forward this matter to the Oneida County Board of Legislators with your recommendation for legislative approval.

Very truly yours,

Gregory J. Amoroso
County Attorney

Encl.

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

Anthony J. Picente, Jr.
County Executive

Date 6/26/13

MEMORANDUM OF AGREEMENT
BY AND BETWEEN THE
COUNTY OF ONEIDA
AND THE
UNITED PUBLIC SERVICE EMPLOYEES UNION
BLUE COLLAR UNIT

WHEREAS, the County of Oneida ("County") and the United Public Service Employees Union, Blue Collar Unit ("Blue Collar Unit") are parties to a collective bargaining agreement with an effective period of January 1, 2011 through December 31, 2013 ("Blue Collar Agreement"); and

WHEREAS, County employs individuals within the Department of Aviation who hold the following titles: Superintendent of Airport Maintenance; Airport Maintenance Worker; Airport Heavy Equipment Operator; and Heavy Equipment Mechanic (hereinafter the "affected titles"), and said individuals are represented by the Blue Collar Unit in regards to their terms and conditions of employment; and

WHEREAS, the job descriptions for the affected titles will be amended by the Commissioner of Personnel effective for any employee hired on or after July 1, 2013 to include new Work Activities and related Special Requirements in regards to fighting aircraft fires and rendering emergency first aid treatment; and

WHEREAS, the County is willing to provide additional compensation to employees in the affected titles who were hired before July 1, 2013 and who agree to perform the new Work Activities and to meet the related Special Requirements in regards to fighting aircraft fires and rendering emergency first aid treatment;

NOW THEREFORE, the parties agree to the following in the interest of harmonious and cooperative labor relations:

1. Each employee hired before July 1, 2013 who has:
 - Successfully completed and maintained Firefighter 2 and FAR Part 139 ARFF training; and

- Maintains all firefighting requirements and training listed in NAS 3306 and NFPA 1003; and
- Has agreed in writing to participate in Airport Rescue-Firefighting (ARFF) and Firefighter 2 duties including the operation of ARFF vehicles, fighting aircraft fires and rendering emergency first aid treatment;

will receive an additional \$1.00 per hour as additional compensation. Payments will be made after the Oneida County Commissioner of Aviation has received proper documentation and has certified the change to the Oneida County Department of Audit and Control.

2. The parties acknowledge that during their joint discussions which resulted in this Memorandum of Agreement, that they were fully and fairly represented; that they had the unlimited right and opportunity to propose the terms of this Memorandum of Agreement; that the knowingly, voluntarily, and of their own free will, entered into this Memorandum of Agreement, having read and fully understanding its terms; and that all understandings and agreements between the parties on the issues addressed herein are set forth in this Memorandum of Agreement.
3. Except where preempted by federal law, this Memorandum of Agreement shall be construed and enforced in accordance with and governed by the statutes and common law of the State of New York.
4. This Memorandum of Agreement constitutes the entire agreement and understanding between the parties on the issues addressed herein. The parties acknowledge that no representation, promise, inducement, or statement of intention has been made by any party to this Memorandum of Agreement that is not embodied in this Memorandum of Agreement and agree that no party shall be bound by, or liable for, any alleged

representation, promise, inducement, or statement of intention not set forth in this Memorandum of Agreement.

5. This Memorandum of Agreement shall not serve as a precedent in any future agreement, proceeding, arbitration, action, or any other proceeding whatsoever, and neither this Memorandum of Agreement nor any of its terms shall be admissible in any grievance proceeding, arbitration, action, or any other proceeding except as may be necessary to enforce the terms of this Memorandum of Agreement.
6. This Memorandum of Agreement may not be modified except by a writing signed by all parties.
7. This Memorandum of Agreement shall be binding upon and inure to the benefit of each of the parties hereto, and each of their respective legal representatives, estates, successors, assigns, heirs, administrators, personal representatives, and executors.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Agreement to be executed on the date shown by each of their signatures below.

Dated:

COUNTY OF ONEIDA

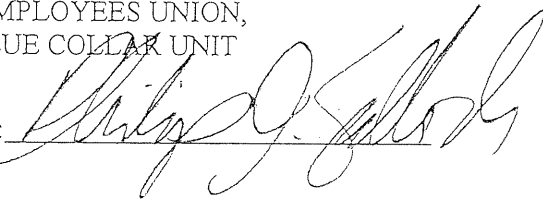
By: _____

Dated:

7-1-13

UNITED PUBLIC SERVICE
EMPLOYEES UNION,
BLUE COLLAR UNIT

By: _____



ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO.

INTRODUCED BY:

2ND BY:

RE: APPROVAL OF A MEMORANDUM OF AGREEMENT BETWEEN ONEIDA COUNTY AND THE UNITED PUBLIC SERVICE EMPLOYEES UNION, BLUE COLLAR UNIT RELATED TO ADDITIONAL COMPENSATION FOR FIGHTING AIRCRAFT FIRES

WHEREAS, County Executive Anthony J. Picente, Jr., is in receipt of correspondence from County Attorney Gregory J. Amoroso requesting approval of a memorandum of agreement between Oneida County, the United Public Service Employees Union, Blue Collar Unit, related to additional compensation for fighting aircraft fires, and

WHEREAS, Said Memorandum of Agreement was ratified by the affected Union membership, and

WHEREAS, Said Memorandum of Agreement must be approved by this Board, now, therefore, be it hereby

RESOLVED, That the Oneida County Board of Legislators approves a Memorandum of Agreement between Oneida County, and the United Public Service Employees Union, Blue Collar Unit with terms and conditions more fully set forth in the memorandum of agreement on file with the Clerk of this Board.

APPROVED: Ways & Means Committee ()

DATED: July 10, 2013

Adopted by the following vote:

AYES NAYS ABSENT



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

June 26, 2013

FN 20 13-232

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

WAYS & MEANS

Honorable Members,

The Upper Mohawk Valley Memorial Auditorium Authority is the recipient of a \$2 million grant from New York State Urban Development Corporations 2013-2014 Capital Budget. This grant will be used to make improvements to the Utica Memorial Auditorium which is one of the reasons the Utica Comets are locating in Utica.

The Utica Mohawk Valley Memorial Auditorium Authority does not have the personnel available to do the accounting necessary for the grant and does not have the available cash flow to start the funding of the project. The Authority has asked for Oneida County's assistance in jumpstarting this project.

This project is fully reimbursable and will have no cost to Oneida County.

I therefore request your Board's approval for the following:

- A.) Establishment of **Capital Project H-486 – UPMVAA – Auditorium Improvements**, and
- B.) Funding for Capital Project H – 486 as follows:

H – 486 - State Aid – ED / UMVMAA.....\$ 2,000,000.00.

C.) I also respectfully ask your Board to act on this legislation at your **July 10, 2013** meeting due to the time constraints of the construction season.

Thank you for the Board's kind attention to this request.

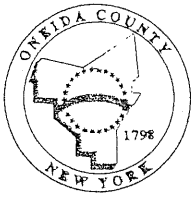
Very truly yours

Anthony J. Picente, Jr.
Oneida County Executive

CC: Director of UMVMAA
Comptroller
County Attorney
Budget



58.



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

July 2, 2013

Gerald J. Fiorini, Chairman
Oneida County Board of Legislators
800 Park Avenue
Utica, NY 13501

Dear Mr. Fiorini:

I have asked the Board of Legislators to establish Capital Project H-486-UPMVAA-Auditorium Improvements. The Capital Project will allow the County of Oneida to provide cash flow to the Upper Mohawk Valley Memorial Auditorium Authority to commence improvements to the Utica Memorial Auditorium. The Auditorium Authority will reimburse all funds advanced by the County when it receives reimbursement from a grant from the New York State Urban Development Corporation.

I am enclosing an agreement between the County and the Auditorium Authority setting forth both the obligation of repayment and the manner and times of repayment to the County. Please forward this agreement to the Board for approval at the July 10, 2013 meeting.

Very truly yours,

Anthony J. Picente Jr.
Oneida County Executive

FN 20 13 - 233

Encl.

WAYS & MEANS

59.

Oneida Co. Department: DPW

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

Oneida County Contract Summary

Name of Proposing Organization: Upper Mohawk Valley Memorial Auditorium Authority

Title of Activity or Service: Capital Project H-486

Proposed Dates of Operation: 7/15/13-7/15/14

Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services: Authority has received a grant from NYS Urban Development Corporation for auditorium improvements; the Authority is required to advance the funds and will later be reimbursed by the NYS Urban Development Corporation. County has agreed to advance the Authority the funds for improvements, to be reimbursed as soon as possible after they receive reimbursement from NYS Urban Development Corporation.

2) Program/Service Objectives and Outcomes: New locker rooms, new videoboard, façade improvements, electrical work, overall building upgrades

3) Program Design and Staffing:

Total Funding Requested: \$2,000,000.00

Account #: H-486

Oneida County Dept. Funding Recommendation: \$2,000,000.00

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

Cost Per Client Served: ---

Past Performance Data: ---

O.C. Department Staff Comments:

60.

AGREEMENT

THIS AGREEMENT, made this day of , 2013 between the **COUNTY OF ONEIDA**, a municipal corporation organized and existing under the laws of the State of New York, with its principal office and place of business in the City of Utica, County of Oneida, New York, hereinafter referred to as the "County", and the **UPPER MOHAWK VALLEY MEMORIAL AUDITORIUM AUTHORITY**, a public corporation organized under the laws of the State of New York, with its principal office located in the City of Utica, County of Oneida, New York, hereinafter referred to as the "Authority".

WHEREAS, the Authority is a public corporation, located within the County of Oneida, formed for the purpose, among others, of developing, constructing, operating, maintaining and managing the Utica Memorial Auditorium, said auditorium located in the City of Utica in the vicinity of Oriskany Street West and Charles Street (hereinafter the "Auditorium"), and

WHEREAS, the Authority has been awarded a grant of two million dollars (\$2,000,000.00) from the New York State Urban Development Corporation (hereinafter the "Grant") for the renovation of the Auditorium, including but not limited to the construction of new locker rooms, new videoboard, façade improvements as well as electrical work and overall building upgrades (hereinafter collectively the "Work"), and

WHEREAS, the Authority is required to advance the funds necessary for the Work, subject to later reimbursement from the New York State Urban Development Corporation, and

WHEREAS, the funds for the Work are outside of the Authority's budgeted expenditures and it desires to therefore receive an advance of those funds from the

Col.

County, and

WHEREAS, pursuant to New York Public Authorities Law Section 1944, the County is authorized to appropriate sums of money for costs and expenses of the Authority and is further authorized to determine the manner and times of repayment of such sums of money by the Authority,

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

1. The County agrees to advance the funding for the Work to the Authority in the total amount of two million dollars (\$2,000,000.00), in increments as needed by the Authority for the performance of the Work. The Authority shall present the County with written proof of the need for each advancement of an increment of the funds, said proof in the form approved by, and to the satisfaction of, the County's Division of the Budget and the County Comptroller. Each advancement of funds shall be accomplished by the County as soon as reasonably practicable after receipt of review of the written proof.
2. The Authority will reimburse all funds advanced by the County as soon as reasonably practicable after it receives reimbursement from New York State Urban Development Corporation.
3. The Authority agrees to perform the Work in accordance with all terms and conditions of the Grant.
4. The Authority agrees that, in performing the Work, the Authority, its employees, agents, contractors and subcontractors shall secure and

maintain safe work sites, equipment and conditions in accordance with all requirements of state and federal law, and shall perform all work in a good and workmanlike manner.

5. The Authority covenants and agrees that its officers, agents, directors, employees, members, contractors and subcontractors, in accordance with the status of the Authority as an independent contractor, will conduct themselves consistent with such status; that they shall neither hold themselves out as, nor claim to be, officers or employees of the County, nor shall they make any claim, demand or application to, or for, any right or privilege applicable to any officer or employee of the County, including but not limited to Worker's Compensation coverage, unemployment insurance benefits, Social Security coverage or retirement membership credit.
6. The Authority shall defend, indemnify and hold harmless the County and its officers, agents, and employees from any claims, demands, causes of action and judgments arising out of injuries to person or property of whatever kind or nature caused by the negligence of the Authority, its officers, agents, directors, employees, members, contractors and subcontractors, in the performance of its duties under the terms of this Agreement, including but not limited to performance of the Work.
7. The Authority agrees to provide the County with certificates showing that the Authority and its contractors and subcontractors have obtained the required Worker's Compensation and Disability Benefits coverage, or to

submit proof that the Authority and its contractors and subcontractors are not required by law to provide such coverage.

8. The Authority agrees that it will, at its own expense, at all times during the term of this agreement, procure and maintain in force policies of insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against liability for the performance of its duties under this Agreement, including but not limited to the performance of the Work by the Authority, its officers, agents, directors, employees, members, contractors and subcontractors. The Authority agrees to have the County named as additional insured on a primary basis to said policies, and to provide the County with certificates from said insurance company or companies showing the County as an additional insured, and to provide that such coverage shall not be terminated without prior written notice to the County at least fifteen (15) days prior to said termination. Specific Insurance minimum requirements shall be at the reasonable discretion of the County.
9. This Agreement shall take effect immediately and shall terminate upon reimbursement of all funds to the County, except any obligations to defend, indemnify and hold harmless the County shall survive the termination of this Agreement.
10. No provision of this Agreement shall be deemed to have been waived by either party, unless such waiver shall be set forth in a written

instrument executed by such party. Any waiver by any of the parties to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of that or any other provision, unless explicitly stated otherwise.

11. No assignment by any of the parties to this Agreement of any rights, including rights to monies due or to become due under this Agreement, or delegation of any duties under this Agreement, shall be binding upon the parties until their written consent has been obtained.
12. Oral statements and understandings are not valid or binding, and neither this Agreement nor any other shall be changed or modified except by a writing signed by all parties.

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

COUNTY OF ONEIDA

By _____
ONEIDA COUNTY EXECUTIVE

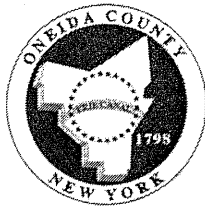
**UPPER MOHAWK VALLEY MEMORIAL
AUDITORIUM AUTHORITY**

By Carl Johnson

Approved as to form
Oneida County Attorney

65.

Anthony J. Picente Jr.
County Executive



John P. Talerico
Commissioner

**ONEIDA COUNTY
DEPARTMENT OF PERSONNEL**

County Office Building • 800 Park Avenue • Utica, New York 13501-2986
Phone: (315) 798-5725 • Fax: (315) 798-6490
E-Mail: labor@ocgov.net



June 28, 2013

FN 20 13 - 234

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

WAYS & MEANS

Re: Nationwide Deferred Compensation Plan

Dear County Executive Picente:

Nationwide Retirement Solutions presently provides administrative services to Oneida County employees for our Deferred Compensation 457 plan. The administrative services agreement expires July 31, 2013.

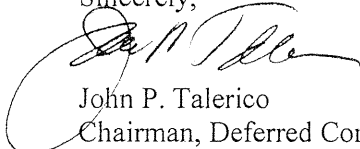
The Oneida County Deferred Compensation Committee met on June 28, 2013 and unanimously determined that it is in the best interest of plan participants and Oneida County to extend the current administrative agreement with Nationwide Retirement Solutions for one year, ending July 31, 2014. A copy of the Committee resolution recommending and authorizing the extension is attached. We will have to RFP the service agreement in 2014.

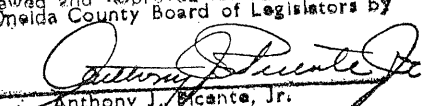
Accordingly, as Chairman of the Deferred Compensation Committee I am respectfully requesting that you forward this resolution to the Board of Legislators and ask that they authorize approval of a one year contract extension.

There is no county cost.

Thank you for your consideration.

Sincerely,


John P. Talerico
Chairman, Deferred Compensation Committee

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

Anthony J. Picente, Jr.
County Executive
Date 7/2/13

Cc: A Carvelli
T Keeler
G Amoroso

66.

Oneida Co. Department: Personnel

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Name of Proposing Organization:

Nationwide Deferred Compensation Plan

Title of Activity or Service:

Administrative Services to Oneida County Employees

Proposed Dates of Operation:

August 1, 2013 – July 31, 2014

Client Population/Number to be Served:

Summary Statements

1) Narrative Description of Proposed Services

To extend the current administrative agreement with Nationwide Retirement Solutions for one year; and to provide Administrative Services for all County Employees.

2) Program/Service Objectives and Outcomes:

Nationwide allows an employee to set aside a portion of earnings to help employees invest for their retirement.

3) Program Design and Staffing

Nationwide Deferred Compensation Plan is a tax-free account which allows employees to invest for retirement goals. Deferred compensation is a written agreement between an employer and an employee where the employee voluntarily agrees to have part of their compensation withheld by the company, invested on their behalf, and given to them at some pre-specified point in the future.

Total Funding Requested: \$0.00

Account # 1480

Oneida County Dept. Funding Recommendation:

No county dollars fees are paid by plan participants

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

Cost Per Client Served:

There is no County contribution.

Past Performance Data:

O.C. Department Staff Comments:

ONEIDA COUNTY SERVICE AGREEMENT

67.

**Extension Agreement
Between
Oneida County
And
Nationwide Retirement Solutions
For
Administration of 457 Deferred Compensation Plan**

THIS IS AN EXTENSION to the existing Agreement currently in place for the Administration of the Oneida County (a municipal corporation having principal at 800 Park Avenue; Utica, NY 13501-2939) 457 Deferred Compensation Plan, administered by Nationwide Retirement Solutions (office at 10 W. Nationwide Blvd., Columbus, OH 43215).

The parties hereto desire to extend the term of the Agreement from August 1, 2013 through July 31, 2014.

TERM OF AGREEMENT: Shall be from August 1, 2013 through July 31, 2014, unless terminated by one or both parties

TERMS AND CONDITION: All terms and provisions of the original contract will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the _____.

Oneida County Authorized Representative

Date _____.

Keri L. Metres

Nationwide Retirement Solutions Inc.
Authorized Representative

Date June 5, 2013

Approved As To Form
ONEIDA COUNTY ATTORNEY
By Greg J Am

68.

The attached Local Law will sit on Legislator's desks at the Board meeting of July 10th, will go to the Ways & Means Committee on that date, and will be scheduled for full Board consideration at the August 14th meeting.



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

FN 20 13 - 235

June 27, 2013

Gerald J. Fiorini
Chairman of the Board of Legislators
800 Park Avenue
Utica, NY 13501

WAYS & MEANS



Dear Mr. Fiorini:

As you are aware, Local Law No. 1 of 2000 provides for clearly displayed pricing of certain goods offered for sale at retail in Oneida County, and for Scanner Accuracy Certification. Local Law No. 10 of 2012 cured the inadvertent expiration of Local Law No. 1 of 2000, and further dictated that Local Law No. 1 of 2000 would expire on September 1, 2013.

I write to request that the Board of Legislators amend Local Law No. 1 of 2000 and remove the reference to an expiration date altogether, thereby making it a permanent Local Law with no sunset clause.

If Local Law No. 1 of 2000 was to expire, New York Agriculture and Markets Law Section 197-c, entitled "Retail Pricing Accuracy" would become effective in Oneida County. Section 197-b is broader than Local Law No. 1 of 2000, as it would apply to all retail stores in Oneida County. In contrast, Local Law No. 1 of 2000 only applies to retail stores that offer certain goods for sale, such as food and grocery items. Further, Local Law No. 1 of 2000 does not apply to stores with less than three million dollars of annual gross sales, and does not apply to certain locally owned stores with three or less employees.

Section 197-c would place an unnecessary burden on businesses of Oneida County. Therefore, I ask that the Board of Legislators pass the attached Local Law to amend and continue Local Law No. 1 of 2000, which reaches the proper balance between the rights of consumers and the rights of business owners within Oneida County.

Sincerely,

Anthony J. Picente, Jr.
County Executive

70.

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



(315) 798-5710
FAX (315) 798-5852
planning@dcgov.ny.gov

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



FN 20 13 - 236

July 3, 2013

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

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

WAYS & MEANS

[Signature]
Anthony J. Picente, Jr.
County Executive
Date 7/3/13

Re: 2013 NYS Consolidated Funding Application – Union Station/REA Wing Project
– Phase II

Dear County Executive Picente:

In a continuing effort to develop the Railway Express Agency (REA) Wing at Union Station, we are proposing to apply for funding to the New York State Office of Parks, Recreation & Historic Preservation (OPRHP) for funding under their Environmental Protection Fund Municipal Grant Program and to Empire State Development (ESD) for Capital Grant Funding. This funding is being made available by the New York State OPRHP and ESD through the 2013 New York State Consolidated Funding Application.

Oneida County will apply for the following grant amounts for the REA Wing Project – Phase II:

- \$500,000 from the NYS OPRHP, and
- \$200,000 from the NYS ESD.

The goal of this project is to provide suitable indoor space for a three season public market and to stabilize the aging structure. Phase II improvements would include exterior work in the Phase I area as well as the further development of the public market into the two story portion of the REA Wing located to the east. The local matching funds of \$323,900 for this project shall be provided by Oneida County for a total project amount of \$1,023,900.

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 Parks, Recreation & Historic Preservation for an Environmental Protection Fund Municipal Grant totaling \$500,000 and to the New York State Empire State

72.

Development totaling \$200,000. Included in this resolution is the authorization to enter into and execute any agreements to receive the funding, if the application is approved.

Due to the rapidly approaching CFA application deadline of August 12, 2013, I am requesting an approval of these actions at their regular meeting on **July 10, 2013**.

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

Sincerely,

John R. Kent, Jr.

John R. Kent, Jr.
Commissioner of Planning

JB.

RE: AUTHORIZATION FOR ONEIDA COUNTY TO MAKE APPLICATION THROUGH THE 2013 NEW YORK STATE CONSOLIDATED FUNDING APPLICATION FOR GRANTS TOTALING \$700,000 TO SUPPORT REDEVELOPMENT OF THE RAILWAY EXPRESS AGENCY (REA) WING AT UNION STATION.

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 Parks, Recreation & Historic Preservation (OPRHP) for Environmental Protection Fund Municipal grants totaling \$500,000 and to the Empire State Development (ESD) for Capital Grant funding totaling \$200,000, and

WHEREAS, The OPRHP and ESD funds will provide funding assistance for Phase II improvements to the Railway Express Agency (REA) Wing at Union Station that include exterior work in the Phase I area as well as the further development of the public market into the two story portion of the REA Wing located to the east, now, therefore, be it hereby

RESOLVED, That the total amount of the requested grant funding is \$700,000, which funds shall be applied to the Oneida County REA Wing Project – Phase II located at Union Station in the City of Utica and, it is further

RESOLVED, That the local matching funds of \$323,900, for such grant program shall be provided by Oneida County and, it is further

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 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 and directed, if the application is approved, to accept funds from the New York State Office of Parks, Recreation and Historic Preservation in accordance with provisions of Title 9 of the Environmental Protection Act of 1993 in an amount not to exceed \$500,000 and to accept funds from Empire State Development in an amount not to exceed \$200,000 and enter into and execute project agreements with the State for such financial assistance to Oneida County for the REA Wing Project – Phase II.

APPROVED: Ways & Means Committee

DATED:

Adopted by the following vote:

AYES ___ NAYS ___

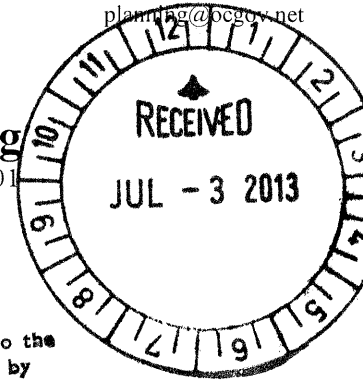
74



Boehlert Center
at UNION STATION

Oneida County Department of Planning

Boehlert Center at Union Station, 321 Main Street, Utica, NY 13501



July 2, 2013

FN 20 13 - 237

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

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

Anthony J. Picente, Jr.
County Executive
Date 7/3/13

Re: NYS Office of Community Renewal – 2013 Small Business Assistance
Application – 3B Timber Company, Inc. Project

Dear County Executive Picente:

In a continuing effort to assist businesses throughout Oneida County, we are proposing to apply for Community Development Block Grant (CDBG) funding made available by the New York State Office of Community Renewal (OCR) through the 2013 New York State Consolidated Funding Application.

Based on the requirements from the OCR, Oneida County will apply for an amount not to exceed \$100,000 for 3B Timber Company, Inc. located in the Town of Boonville. This funding will assist the company with the purchase of new equipment. With this assistance, the company will undergo an expansion for the production of dried and bagged wood shavings. This project will create 4 new jobs and retain 17 jobs at the Boonville 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 a Small Business Assistance grant totaling \$100,000. Included in this resolution is the authorization to conduct the mandated public hearing 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.

75.

Due to the rapidly approaching CFA application deadline of August 12, 2013, I am requesting an approval of these actions at their regular meeting on **July 10, 2013**.

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

Sincerely,

John R. Kent, Jr.

John R. Kent, Jr.
Commissioner of Planning

76.

RE: AUTHORIZATION FOR ONEIDA COUNTY TO MAKE APPLICATION TO THE NEW YORK STATE OFFICE OF COMMUNITY RENEWAL (OCR) FOR GRANTS TOTALING \$100,000 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 \$100,000, and

WHEREAS, The Community Development Block Grant funds will provide funding assistance to 3B Timber Company, Inc., in the Town of Boonville that will result in the creation of four (4) new jobs and the retention of seventeen (17) jobs, and

WHEREAS, The CDBG program requires the holding of two public hearings by the County, a minimum of one prior to the submission of said application to obtain the views of citizens regarding the proposed application, and one following the award to report on project accomplishments, 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 and hold the required public hearing 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 ___

97.

Anthony J. Picente, Jr.
County Executive



David Tomidy
Director



Oneida County Probation Department

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

Utica ~ Phone: (315) 798-5914 Fax: (315) 798-6467
Rome ~ Juvenile: (315) 337-0080 Adult: (315) 337-0073
E-mail: probation@ocgov.net · Web Site: www.ocgov.net

Deputy Director
Patrick Cady

Supervisors

Thomas Brognano
Mark F. Joseph
Holly Matthews
Paula Mrzlikar

July 3, 2013

FN 20 13 - 238

PUBLIC SAFETY

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

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

WAYS & MEANS

Anthony J. Picente, Jr.
County Executive

Date 7/3/13

Re: Jay Grant

Dear Mr. Picente:

For several years we have collaboratively participated in a UPD/Probation Juvenile Ride-Along Program funded by a Federal Jay Grant.

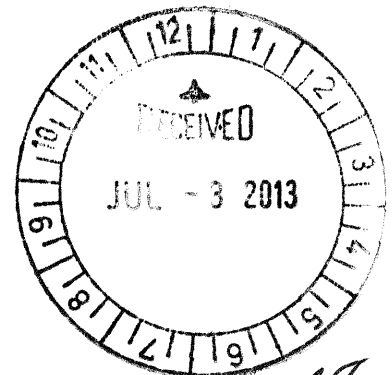
Under this program we visit youth on Domicile Restriction and homes of youth with serious problems, in the evening. This way, we can also meet with parents and significant others. This program is an integral strategy of our Juvenile Alternatives to Detention and Juvenile Delinquency Prevention. Proposed dates of operation are from July 1, 2013 to June 30, 2014.

This \$15,744 is spread out over the year and includes fringe benefits. We strongly recommend board approval for its cost effectiveness and the inter-governmental collaboration we all embrace.

Sincerely,

DAVID TOMIDY
PROBATION DIRECTOR

DT:kas



78.

ONEIDA COUNTY BOARD OF LEGISLATORS

CONTRACT SUMMARY

NAME OF PROPOSING ORGANIZATION: Utica Police Department/Oneida County Probation

TITLE OF ACTIVITY OR SERVICE: UPD/Probation Juvenile Ride Along Program

PROPOSED DATES OF OPERATION: 7/1/2013 – 6/30/2014

CLIENT POPULATION/NUMBER TO BE SERVED: 100 Juvenile Delinquents/PINS on Domicile Restriction or Probation Supervision

TOTAL FUNDING REQUESTED: 0

ONEIDA COUNTY PROBATION DEPARTMENT RECOMMENDATION: The grant reimburses Oneida County for 100% of overtime salaries and fringe benefit costs.

MEMORANDUM OF UNDERSTANDING
JUSTICE ASSISTANCE GRANT PROGRAM

Between the:

**City of Utica and the Utica Police Department
and the
County of Oneida
and the
Oneida County Department of Probation**

Purpose:

The purpose of this Memorandum of Understanding is to establish a multi-agency partnership for the purpose of sharing Federal funds awarded through the Justice Assistance Grant Program. This program will be funded through an Edward Byrne Memorial grant, administered by the U.S. Department of Justice, as awarded to the City of Utica and Oneida County.

A portion of funds awarded through this program will be utilized by the Utica Police Department to support overtime expenses incurred by UPD Juvenile Officers and Oneida County Probation Officers in accordance with the plan of work outlined through the joint partnership between the Police and Probation Departments. This accord is exemplified within the fully executed grant contract.

Project Expense/Local Matching Requirements:

192 hours of Police Officer Overtime.....	\$ 8,064.00
(Estimate Based Upon Hourly Rate Of \$42/hr)	
192 hours of Probation Officer Overtime.....	\$ 6,720.00
(Estimate Based Upon Hourly Rate Of \$35/hr)	
Fringe benefits for Probation Officers.....	\$ 960.00
(Estimate Based Upon Hourly Rate Of \$5/hr)	
Total:	\$15,744.00

Oneida County Probation Officers will be reimbursed through the City of Utica for overtime expenses incurred during participation in Juvenile/Adult Supervision Operations conducted during the program year.

80.

Remaining Funds:

The remainder of this award will be allocated for the following equipment and program expenses:

Equipment:

ProTech Mighty Mite Entry Shield	(1 X \$1,840.00)	\$ 1,840.00
Streamlight TLR-1 HL Tactical Light	(10 X \$140.00)	\$ 1,400.00
5.11 Tactical Active Patrol Breaching Kit	(4 X \$440.00)	\$ 1,760.00
Total:		\$5,000.00

Utica Police Overtime:

The Utica Police Department will staff community policing initiatives on an overtime basis for the purpose of addressing community complaints through targeted patrols, increasing public safety at community events, and utilizing surveillance operations on known "Hot-Spot" locations.

344.119 Hours Police Officer Overtime.....\$14,453.00
(Estimate Based Upon Hourly Rate of \$42/hr)

Upon reading the terms and conditions set forth under this Memorandum of Understanding, I agree to commit to and to share in the responsibilities that accompany this project that will serve to unite local law enforcement agencies for improved offender accountability.

Robert Palmieri – Mayor, City of Utica

Date: _____

Mark Williams – Chief of Police, City of Utica

Date: _____

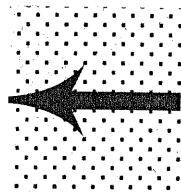
Anthony Picente – Oneida County Executive

Date: _____

David Tomidy (pm)

David Tomidy – Oneida County Probation

Date: 7/3/13



81.

City of Utica
Application #: BJA-2013-3599
OMB No. 1121-0329

Budget Detail/Justification:

A. Personnel – List each position by title and name of employee, if available.

Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization.

<u>Position</u>	<u>Computation</u>	<u>Cost</u>
Probation Officer	(\$ 35.00/hr x 192 hrs.)	\$ 6,720.00
Police Officer	(\$ 42.00/hr x 536.119 hrs)	\$22,517.00
	(Rounded) Total:	\$ 29,237.00

Justification:

Utica Police will be paid at an average hourly overtime rate of \$42.00 per hour. Oneida County Probation Officers will be paid at an average hourly overtime rate of \$35.00 per hour. Oneida County Probation Officers will be scheduled in 4-hour shifts with Utica Police Officers to provide intensive supervision of offenders who participate in the Oneida County Electronic Monitoring Device Program and who reside in the City of Utica. Utica Police Officers will also be paid at an average hourly overtime rate of \$42.00 per hour to address community complaints through targeted patrols, participate

82.

in community events, and conduct surveillance and enforcement operations on known "Hot-Spot" locations.

B. Fringe – Fringe benefits should be based upon actual known costs or an established formula. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project. Fringe benefits on overtime are limited to FICA, Workman's Compensation, and Unemployment Compensation.

<u>Position</u>	<u>Computation</u>	<u>Cost</u>
Probation Officer	(\$ 5.00/hr X 192 hrs.)	\$ 960.00
	(Rounded) Total:	\$ 960.00

Justification:

The figure provided represents the standard benefit package for Oneida County Probation Officers. This includes: FICA, Health/Life/EAP, Retirement, Work Comp. /Disability.

C. Travel/Training-Not Applicable \$ 0.00

83.

D. Equipment:

<u>ITEM</u>	<u>COMPUTATION</u>	<u>COST</u>
ProTech Mighty Mite Entry Shield	(1 X \$1,840.00)	\$ 1,840.00
Streamlight TLR-1 HL Tactical Light	(10 X \$140.00)	\$ 1,400.00
5.11 Tactical Active Patrol Breaching Kit	(4 X \$440.00)	\$ 1,760.00
	Total:	\$ 5,000.00

Justification:

The Utica Police Department seeks to purchase portable ballistic protection equipment. This penetration-resistant, energy-dispersing ballistic shield is light weight and projectile absorbing, and will supply much needed protection in extremely volatile incidents. The requested breaching kits will provide new options to make entry when time is critical. The high lumen tactical lights will add to the safety and overall efficiency of our officers in every situation. These shields will assist to improve the use of police manpower and resources, and in turn improve the quality of life for Utica city residents.

Procurement Procedure: Equipment will be purchased from New York State contracted vendors or in accordance with New York State and City of Utica purchasing procedures. A copy of this procedure is available upon request.

E. Supplies - Not applicable \$ 0.00

84.

F. Construction – Not Applicable	\$ 0.00
G. Consultant/Contracts – Not Applicable	\$ 0.00
H. Other – Not Applicable	\$ 0.00
I. Indirect Costs – Not Applicable	\$ 0.00

TOTAL: \$ 35,197.00

Budget Summary:

<u>Budget Category</u>	<u>Amount</u>
A. Personnel	\$ 29,237.00
A. Fringe Benefits	\$ 960.00
B. Travel	\$ 0.00
C. Equipment	\$ 5,000.00
D. Supplies	\$ 0.00
E. Construction	\$ 0.00
F. Consultants/Contracts	\$ 0.00
G. Other	\$ 0.00
Total Direct Costs	<u>\$ 35,197.00</u>
I. Indirect Costs	\$ 0.00
TOTAL PROJECT COSTS	<u>\$ 35,197.00</u>

Federal Request: \$ 35,197.00

Non-Federal Amount: N/A

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**City of Utica
Application #: BJA-2013-3599
OMB No. 1121-0329**

Review Narrative:

The Oneida County Executive and the Mayor of the City of Utica began discussions regarding the sharing of JAG funding May 30, 2013. The Oneida County Probation Department and the City of Utica Police Department were designated as the agencies that will receive the funds, develop the appropriate programming, and draft the Memorandum of Understanding to outline each partner's rights and responsibilities under the fully executed grant contract. A copy of this MOU has been attached for the Department of Justice review.

Community input regarding public safety programs and services is received during Neighborhood Block Association meetings. Representatives from local law enforcement agencies regularly attend these meetings. Programs are developed to address resident concerns and embrace the concept of Community Policing. Meetings are held monthly at various locations throughout the city and announced in the local newspaper well in advance of scheduled dates. The Neighborhood Block Association Captains established this procedure.

On June 9, 2013, a request was made for community input through a public announcement posted on the Department Website. This can be viewed for the next 30 days at www.uticapd.com.

86.

City of Utica
Application #: BJA-2013-3599
OMB No. 1121-0329

Project Abstract:

Utica Police Department's Juvenile Supervision Team and Community Policing

Initiatives

**Project Identifiers: Community Policing; Electronic Monitoring;
Equipment-Tactical; Overtime**

The City of Utica and Oneida County are proposing the sharing of \$35,197.00 in federal funding appropriated under the JAG Program for the fiscal year 2013. The Utica Police Department has established a collaborative partnership between the City and the Oneida County Department of Probation to further law enforcement initiatives to support the sharing of vital information and offender accountability. A successful, multi-agency program developed by the Utica Police Department and originally funded through the New York State Division of Criminal Justice Services (DCJS) will be continued with supplemental JAG funding. A portion of the funds received from this grant would serve to increase the supervision of offenders sentenced to electronic monitoring as an alternative to incarceration. The continued enforcement of violations of probation will serve to prevent violent crime and improve the quality of life for the residents of our community. Remaining funds will purchase equipment and support overtime expenses incurred by the Utica Police Department for various community policing initiatives.

87.

City of Utica
Application #: BJA-2013-3599
OMB No. 1121-0329

Summary Data Sheet:

Applicant Agency/Agency Type: City of Utica – Unit of Local Government

Application Type: New

Project Type: Local

Regional Area: City of Utica and Oneida County

Purpose Area: #1) Law Enforcement Programs

Program Narrative:

Program Abstract:

The City of Utica and Oneida County are proposing the sharing of \$35,197.00 in federal funding appropriated under the JAG Program for FY 2013. The Utica Police Department has established a collaborative partnership between the City and the Oneida County Department of Probation to further law enforcement initiatives to support the sharing of vital information and offender accountability. A successful, multi-agency program developed by the Utica Police Department and originally funded through the New York State Division of Criminal Justice Services (DCJS) will be continued with supplemental JAG funding. A portion of the funds received from this grant would serve to increase the supervision of offenders sentenced to electronic monitoring as an alternative to incarceration. The continued enforcement of violations of probation will serve to prevent violent crime and improve the quality of life for the residents of our community. Remaining funds

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will purchase equipment and support overtime expenses incurred by the Utica Police Department for various community policing initiatives.

Statement of Need:

The Utica Police Department (the Department) serves the City of Utica with a jurisdiction of approximately 16.76 square miles and a sworn complement of 163 full-time officers. The Department has received the honor of being recognized as a New York State Accredited Law Enforcement Agency, meeting the 130 predetermined standards set forth by the New York State Division of Criminal Justice Services. The Department has dedicated itself to being an active partner in a community-wide effort to improve the City's condition. Through a renewed focus on social and "quality of life" issues, the Department seeks to ensure public safety, increase community support, and restore the City of Utica to the respectable and thriving area that it once was. It is achieving this goal through continued and new, innovative programming, as well as collaborative partnerships that embrace the true concept of Community Policing. In keeping with its mission to continually improve upon the service and protection that is provided to the residents of Utica, the Department is unrelenting on its focus to public safety issues that have risen within its neighboring towns and villages. In response, programs have been fine tuned that not only operate within the City, but into its outlying areas as well. New York State's Operation IMPACT, and the successful, multi-jurisdictional drug task

89.

force – OCDETF- are an integral part of addressing the needs of the City and much of Oneida County.

JAG funds will continue to support the successful Utica Police Department program initiated through shared resources from DCJS, the Juvenile/Adult Supervision Team. At this time, Juvenile Officers have partnered with Oneida County Probation Officers to provide intensive supervision to youth and adult offenders, in the City of Utica, sentenced to the County Electronic Monitoring Device Program. The Department dedicates an unmarked, police vehicle for these patrols, to increase the frequency of patrols available for surprise “home visits” and ensure compliance with the terms of probation. Grant funds would pay the overtime expenses for Oneida County Probation Officers. This program monitors the true effectiveness of this alternative to incarceration program, increases public safety through enforced compliance, and saves taxpayers thousands of dollars.

JAG funding will also support the purchase of patrol surveillance equipment and overtime expenses to implement various community policing programs throughout the City. The Department will deploy equipment and targeted patrols to address resident complaints, enhance safety during community events, and conduct surveillance and enforcement operations on known “Hot-Spot” locations. These programs are needed but currently under-utilized or even suspended due to current budget constraints.

The timeline for implementing the project is as follows:

Months 1-6:

90.

-Schedule additional joint, Intensive Supervision patrols, Community Policing patrols

-Order equipment

Months 6-48:

-The programs will be fully operational;

-Program evaluation will begin with any significant findings resulting in revisions to the original programming;

-Reporting will be submitted to the U.S. Department of Justice as per contractual agreement

Goals/Objectives/Tasks:

Goal: To increase public safety within the City of Utica and throughout Oneida County through collaborative programs and the sharing of resources.

Objective #1: To increase offender accountability through increased, intensive supervision of persons sentenced to the Oneida County Electronic Monitoring Device Program.

Task #1: Continue operations of the Utica Police/Oneida County Probation Intensive Supervision Team that include adult as well as juvenile offenders sentenced to Electronic Monitoring.

9/1

Performance Measure(s) for Task #1:

-Number of home visits conducted/Persons accessed;

-Report on the number of arrests resulting from violations of probation.

Objective #2:

To increase public safety through the implementation of community policing programs targeting resident complaints, community events, and known “Hot-Spot” locations.

Task #1:

To implement suspicious activity and narcotics surveillance, and directed patrols to address resident complaints within the City of Utica.

Performance Measures:

Report of Equipment Purchased and Deployed

Report the Number of Patrols and Investigative Operations Conducted

Report the Number and Types of Arrests Conducted

Report the Amount and Types of Narcotics, Weapons, and Currency Seized

92.

Who Will Implement the Program:

The City of Utica Police Department will implement this program. A Memorandum of Understanding outlines the supportive role of the Oneida County Probation Department.

The Utica Police Department serves the City of Utica with a population of approximately 62,235 residents. It has a sworn complement of 163 full-time officers and a jurisdiction covering 16.76 square miles. The Department has established a specialized unit to administer to grant programs.

Sustainability:

The Utica Police Department has established the necessity of the Juvenile/Adult Supervision Team to the City Administration and will seek funding through City appropriation to sustain the program to some degree when funding is no longer available. The Department has dedicated a percentage of its annual budget for the maintenance of all Department equipment. City funds are limited, thus, to maintain programs at current levels and/or to improve upon their capabilities, grant funding will continue to be pursued. At this time, the City of Utica provides a great deal of in-kind support to these programs by supplying officer overtime, radio communications, lease line to DCJS, office supplies, computer equipment and technical support, and program supervision.

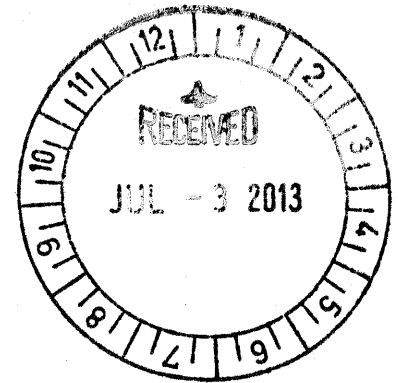
93.



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

FN 20 13 - 239



WAYS & MEANS

July 3, 2013

Gerald J. Fiorini, Chairman
Oneida County Board of Legislators
800 Park Avenue
Utica, NY 13501

Dear Mr. Fiorini:

The Department of New York Military Order of the Purple Heart represented locally by CNY Chapter #490 is requesting all Counties across New York State to be designated as a Purple Heart County. Some Counties have already made this designation recently, including Putnam, Orange, Westchester and Rockland.

The local order has asked Oneida County to do the same and I am therefore requesting your Board designate Oneida County a Purple Heart County at their meeting of July 10, 2013. This designation will be in advance of National Purple Heart Day which is August 7, 2013. A ceremony honoring all Purple Heart Recipients will be held at Utica's Purple Heart Memorial Park on that day.

This is an excellent opportunity for Oneida County to show its continued appreciation for all our men and women who gave the ultimate sacrifice for our country.

Sincerely,

Anthony J. Picente Jr.
Oneida County Executive

94.

**INTRODUCTORY
NO.**

F.N. 2013-239

ONEIDA COUNTY BOARD OF LEGISLATORS
RESOLUTION NO.

INTRODUCED BY:
2ND BY:

RE: DESIGNATION OF ONEIDA COUNTY AS A PURPLE HEART COUNTY

WHEREAS, on August 7, 1782 at his headquarters in Newburgh, New York, Commander in Chief General George Washington established the badge of Military Merit, the precursor to the modern day Purple Heart, for singular meritorious action and is the oldest military decoration in use today, and

WHEREAS, the Purple Heart is awarded to any member of the United States Armed Forces who was wounded or killed in combat with a declared enemy of the United States of America, and

WHEREAS, the people of the County of Oneida have great admiration and the utmost gratitude for all the men and women who have selflessly served their country and this community in the Armed Forces, and

WHEREAS, veterans have paid the high price of freedom by leaving their families and communities and placing themselves in harm's way for the good of all, and

WHEREAS, the contributions and sacrifices of the men and women from Oneida County who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens, and

WHEREAS, many men and women in uniform have given their lives while serving in the Armed Forces, and

WHEREAS, many citizens of our community have earned the Purple Heart Medal as a result of being wounded or killed while engaged in combat with an enemy force, construed as a singularly meritorious act of essential service, and

WHEREAS, August 7th has official been designated as the day to remember and recognize veterans who are recipients of the Purple Heart Medal, now therefore be it

95.

RESOLVED, that the Oneida County Board of Legislators hereby proclaims Oneida County as a Purple Heart County, honoring the service and sacrifice of our nation's men and women in uniform wounded or killed by the enemy while serving to protect the freedoms enjoyed by all Americans

APPROVED: Ways & Means Committee ()

DATED: July 10, 2013

Adopted by the following vote: AYES ___ NAYS ___ ABSENT ___

96.