

# ONEIDA COUNTY BOARD OF LEGISLATORS

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

## COMMUNICATIONS FOR EXPEDITED ACTION November 13, 2013

Gerald J. Fiorini  
Chairman  
(315) 798-5900

Mikale Billard  
Clerk  
(315) 798-5404

George Joseph  
Majority Leader

Frank D. Tallarino  
Minority Leader

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

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[www.ocgov.net](http://www.ocgov.net)



ONEIDA COUNTY  
DEPARTMENT OF EMERGENCY SERVICES  
FIRE COORDINATOR  
911 CENTER

ANTHONY J. PICENTE, JR.  
County Executive

KEVIN W. REVERE  
Director

120 Base Road ♦ Oriskany, New York 13424  
Phone: (315) 765-2526 ♦ Fax: (315) 765-2529

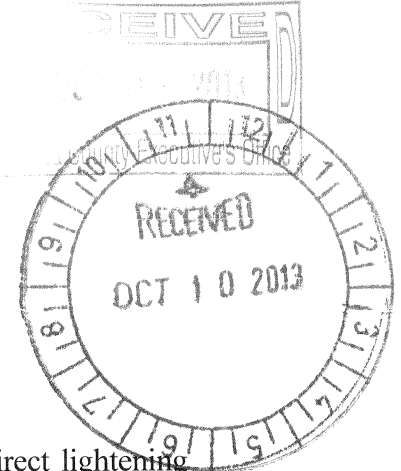
October 7, 2013

FN 20 013 - 354

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

PUBLIC SAFETY

WAYS & MEANS



Dear Mr. Picente:

On April 7, 2013, our antenna tower in the town of Florence suffered a direct lightning strike and caused significant damage to equipment there. The equipment was repaired and the tower was put back in service in a few days. I am requesting that a supplemental appropriation be done to enable my department to buy the needed supplies and repairs for the rest of the year.

I therefore, would like to ask that you request Board approval for the following **2013** supplemental appropriations:

TO:

AA# A3020.493

Emergency Services – Maintenance Repair & Service -----\$15,033.73.

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

RA# A2680 - - - - -Revenue – Insurance Recovery..... \$15,033.73

Please see the enclosed check for \$15,033.73 from HCC U.S. Specialty Insurance Company.

Respectfully submitted,

Kevin W. Revere  
Director of Emergency Services

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

Anthony J. Picente, Jr.  
County Executive

Date 10/9/13

Enclosure

CC: County Attorney  
Comptroller  
Budget Director

A.

# COUNTY OF ONEIDA

COMMISSIONER OF FINANCE

Receipt No. 13D05525

800 PARK AVE, UTICA, NY 13501 (315) 798-5750

Date 10/02/13

By BAD

Page 1 / 1

Received of HCC - US SPECIALTY INSURANCE CO

A2680 LIGHTNING DAMAGE 3131 SCHULTZ RD 15,033.73

Total Amount Paid \$ 15,033.73

Check Amount Received \$ 15,033.73

Check Description : 25345

for Commissioner of Finance

# PAID

OCT 02 2013

ONEIDA COUNTY  
Commissioner of Finance

HCC INSURANCE HOLDINGS, INC. - CHECK IS VOID WITHOUT MICROPRINT ON CHECK BORDER, A TRUE WATERMARK ON BACK, AND THERMOCHROMIC INK.

25345



## HCC U.S. Specialty Insurance Company

Claims Disbursement Account

Serviced By: HCC Public Risk Claim Service, Inc.

1700 Opdyke Court

Auburn Hills, MI 48326-2474

Wells Fargo Bank, N.A.

115 Hospital Drive

Van Wert, OH 45891-9034

56-382

412

VOID AFTER 90 DAYS

DATE: 09/23/2013

FILE NUMBER: 164165

OCCURRENCE DATE: 04/07/2013

INSURED: ONEIDA COUNTY OF

PAYMENT FOR: Lightning Damages to 3131 Schultz Rd less \$25,000 deductible

AMOUNT: \$15,033.73

PAY Fifteen thousand thirty three and 73/100 Dollars

TO  
THE  
ORDER  
OF

ONEIDA, COUNTY OF  
ATTN: KEVIN REVERE  
120 BASE ROAD  
ORISKANY NY 13424

Two Signatures Required

Rub Here

⑈025345⑈ ⑆041203824⑆ 9600 086976⑈



Undersheriff Robert Swenszkowski  
Chief Deputy Jonathan G. Owens

Chief Deputy Gabrielle O. Liddy  
Chief Deputy Dean Obernesser

*Sheriff Robert M. Maciol*

October 21, 2013

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

FN 20 13-355

PUBLIC SAFETY

WAYS & MEANS



Dear County Executive Picente:

The Sheriff's Office is requesting that Oneida County enter into a contract with the New York State Canal Corporation to patrol the Canal and Canalway trail. This Office has been awarded a \$40,000 matching grant. The Canal Corporation's portion will be \$40,000 and Oneida County's portion will be \$13,334. This grant will expire March 31, 2014.

The monies obtained from this grant will be used to purchase additional equipment such as rescue disks and first aid kits along with other items needed for land to water rescue. We would also apply the funding to reimburse our expenses related to manpower costs and normal operating expenses such as gasoline.

**This Grant requires Board approval at the Board's next meeting date.**

If you find the enclosed contract acceptable, I am requesting your approval by way of signature. 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

Date 10-28-13



**Oneida County Department/Office:** Sheriff's Office

**Competing Proposal:**  
**Only Respondent:**  
**Sole Source RFP:**  
**Other: X (Grant)**

**ONEIDA COUNTY BOARD OF LEGISLATORS**

**Name of Proposing Organization:** NYS Canal Corporation

**Title of Activity or Service:** Matching Grant

**Proposed Dates of Operation:** April 1, 2013 – March 31, 2014

**Client Population/Number to be Served:** Oneida County Residents

**Summary Statements**

**1) Narrative Description of Proposed Services:** Marine Patrol of the Canal and Canalway trails in Oneida County (approximately 32 miles east to west).

**2) Program/Service Objectives and Outcomes:** To establish frequent patrols of the Canalway trails by ATV, Snowmobile and Mountain Bike Patrols as well as Marine Patrol throughout the navigable season. This would be a deterrent to illegal activity and provide a proactive approach to keeping these areas safe and enjoyable for everyone's use.

**3) Program Design and Staffing:** This grant will allow for the purchase of additional equipment such as rescue disks and first aid kits along with other items needed for land to water rescue. We would also apply the funding to reimburse our expenses related to manpower costs and normal operating expenses such as gasoline.

**Total Funding Requested:** \$13,334 for matching funds

**Account #:** A3120, A3315

**Oneida County Dept. Funding Recommendation:** N/A

**Proposed Funding Sources (Federal \$/ State \$/County \$):** State funds – 75% (\$40,000), County funds 25% (\$13,334). **The County must provide matching funds of \$13,334 for this grant.**

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

**Past Performance Data:** N/A

**Oneida County Department/Office Staff Comments:** This revenue will help to offset expenses incurred by patrolling the canal and canalway trails in Oneida County,



Undersheriff Robert Swenszkowski  
Chief Deputy Jonathan G. Owens

Chief Deputy Gabrielle O. Liddy  
Chief Deputy Dean Obernesser

*Sheriff Robert M. Maciol*

October 21, 2013

FN 20 13-356



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

**PUBLIC SAFETY**  
**WAYS & MEANS**

Dear County Executive Picente:

The Sheriff's Office was recently awarded a Grant from the New York State Division of Criminal Justice Services in the amount of \$20,000. I am requesting approval of this grant contract.

The grant is set to begin October 1, 2013, and end on September 30, 2014. **There are no county dollars in this contract.** The goal of this grant is to purchase a portable Smart Board to aid in Criminal Investigations and to purchase equipment and replace the cloth furniture at the Child Advocacy Center.

**This Agreement requires Board approval at the Board's next meeting date.**

If you find the enclosed grant contract acceptable, I am requesting your approval by way of signature both on paper and by e-signature in the GMS portal. 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 submission to the  
Oneida County Board of Legislators by

Anthony Picente, Jr.  
County Executive

Date 10/28/13

6.

Oneida County Department/Office: Sheriff's Office

**Competing Proposal:**  
**Only Respondent:**  
**Sole Source RFP:**  
**Revenue:**  
**Grant: X**

**ONEIDA COUNTY BOARD OF LEGISLATORS**

Name of Proposing Organization: NYS Department of Criminal Justice Services

Title of Activity or Service: Grant

Proposed Dates of Operation: 10/1/2013-9/30/2014

Client Population/Number to be Served: Oneida County Residents

**Summary Statements**

**1) Narrative Description of Proposed Services:** This grant is a Legislative Initiative to be used for the purchase of a portable Smart Board to be utilized in criminal investigations and for the purchase of equipment and replacement of cloth furniture at the CAC.

**2) Program/Service Objectives and Outcomes:** The portable Smart Board will be essential in criminal investigations as it can be used for briefings or group dissemination of information. The program includes maps, charts and timelines that can help deputies determine when incidents are most likely to occur and areas that need the most attention. Purchasing radios for the CAC to be carried on home visits will help ensure the safety of the employees. Updating the cloth furniture to furniture that is more easily sanitized.

**3) Program Design and Staffing:** Staff will be trained on how to utilize the Smart Board;

Total Funding Requested: \$20,000

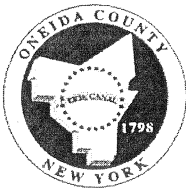
Account #: A3384

Oneida County Dept. Funding Recommendation: N/A

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

Oneida County Department/Office Staff Comments: E-Signature will be needed

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**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 - 357

October 23, 2013

**WAYS & MEANS**



Hon. Anthony J. Picente, Jr.  
Oneida County Executive  
800 Park Avenue  
Utica, New York 13502

Re: Union Station Lease to Convention & Visitors Bureau

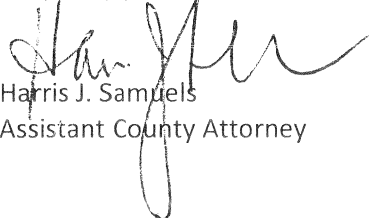
Dear Mr. Picente:

Enclosed is proposed Union Station lease for Oneida County Tourism (Convention and Visitors Bureau). As stated in Kelly Blazosky's letter, the space will be used as a satellite office and for provision of information at Union Station. As you know, the lease is rent-free, similar to the existing lease for their office at Exit 31.

I would note two things about the lease. First, it may be renewed for up to five years. Since no rent is to be paid, and the lease is terminable on 90 days notice, I hope this is acceptable. Second, it commences on October 1, 2013; although that date is now passed, using that date keeps it on the same schedule as the Bureau's contract.

If acceptable please ask the Board to approve at their November 13, 2013 meeting. Thank you.

Very truly yours,

  
Harris J. Samuels  
Assistant County Attorney

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

  
Anthony J. Picente, Jr.  
County Executive

Date 10/25/13

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Oneida Co. Department: County Attorney's

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_  
Federal Agreement/Revenue \_\_\_\_\_

Oneida County Contract Summary

Name of Proposing Organization: Convention and Visitors Bureau

Title of Activity or Service: Lease

Proposed Dates of Operation: 10/1/13 – 9/30/14 w/renewals

Client Population/Number to be Served: Oneida County Tourism

**Summary Statements**

**1) Narrative Description of Proposed Services:** Lease of 467 sq. feet at Union Station for the purpose of promoting and providing tourism information about Oneida County.

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

**3) Program Design and Staffing:**

**Total Funding Requested:** 0                      **Account #:** N/A

**Oneida County Dept. Funding Recommendation:** N/A

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

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

**Past Performance Data:** N/A

**O.C. Department Staff Comments:**

LEASE AGREEMENT

AGREEMENT OF LEASE, made this      day of November 2013, by and between the COUNTY OF ONEIDA, a municipal corporation, hereinafter referred to as "lessor", and the CONVENTION AND VISITORS BUREAU FOR ONEIDA COUNTY, INC., d/b/a Oneida County Tourism, a corporation organized and existing under and by virtue of the Laws of the State of New York, hereinafter referred to as "Lessee".

WITNESSETH

WHEREAS, lessor is now the owner of certain real property located in the County of Oneida, State of New York, known as Union Station, located at 321 Main Street, Utica, New York, and

WHEREAS, Lessee is desirous to hire and obtain certain premises located in said building, together with certain rights, licenses and privileges thereon.

NOW, THEREFORE, the parties hereto, for and in consideration of the rents, covenants and agreements contained herein, agree as follows:

ARTICLE I – PREMISES

Lessor does hereby demise and let unto Lessee and Lessee does hereby hire and take from Lessor, the following premises, viz: an area of approximately 467 square feet located on the first floor of Union Station as shown as the shaded area on Exhibit "A" attached hereto. Lessee shall use the premises for office space and visitor information services.

ARTICLE II – TERMS AND RENT

Lessee shall have and hold said premises heretofore described for and during the term of one year, which shall commence on the 1<sup>st</sup> day of October, 2013, and will end on the 30<sup>th</sup> day of



September, 2014, and the said Lessee for the use of said premises heretofore described agrees to pay the annual sum of ONE DOLLAR (\$1.00) payable on the first day of this lease.

The option to renew the lease for a period of one year with the same rental terms must be exercised by the Lessee by written notice to Oneida County thirty (30) days in advance of the expiration of the lease. The term of this lease, including any renewals thereof, shall be for a maximum of five years from the date of the original lease. Either party shall have the right to terminate the lease upon giving ninety (90) days notice, in writing, to the other party.

In the event that the said Lessee shall fail to pay said rent, or any part thereof when it comes due, it is agreed that the Lessor may sue for the same, or re-entry, or of the termination of this lease, whether by summary proceeding or otherwise; the Lessee shall remain liable for the rent due for the balance of said term.

It is understood and agreed that the premises have been renovated for Lessee's use, and that the sum of \$3,566 owed by Lessee to Lessor arising out of unspent funds as of September 30, 2012 has been paid by Lessee towards such renovations, thereby satisfying that debt.

#### ARTICLE III – UTILITIES AND REPAIRS

Lessor will furnish heat, electricity, water and trash removal. The Lessee will provide telephone, furniture, janitorial services and supplies and other installations and/or services relative to the operation of its business.

#### ARTICLE IV – RULES AND REGULATIONS

Lessee agrees to observe and obey all reasonable rules and regulations enacted by and enforced by lessor and any other appropriate authority having jurisdiction during the term of this lease.

11.

#### ARTICLE V – DAMAGE OR DESTRUCTION OF BUILDING

If any building of Lessor in which Lessee occupies exclusive space shall be damaged by fire or other casualty, the Lessor may, but shall not be required to, repair, replace, or reconstruct same.

#### ARTICLE VI – LESSEE TO INDEMNIFY AND SAVE HARMLESS LESSOR

The Lessee shall indemnify and save harmless the Lessor from and against all liability, damage, expense, cause of action, suits, claims, penalties or judgments arising from injury to person or property or from loss of life or property sustained by anyone in and about said demised premises or any part thereof.

#### ARTICLE VII – ASSIGNMENT OF LEASE

Lessee shall not at any time assign or sublet this lease or any part thereof without the consent in writing of Lessor.

#### ARTICLE VIII – SURRENDER OF POSSESSION

Lessee agrees to surrender possession of the premises leased herein at the termination of this lease, by expiration or otherwise, or of any renewal or extension hereof, in good condition as now, necessary wear and tear excepted, and Lessee shall have the right at any time during said term, or any renewal or extension hereof, to remove all fixtures and equipment and other property installed or placed by it at its expense in, on, or about the premises herein leased, subject, however, to lien of the Lessor thereon for unpaid rent.

#### ARTICLE XI – INVALID PROVISION

The parties expressly agree that in the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect any other covenant, condition or provision herein contained.

ARTICLE X – INSURANCE

Lessee hereby agrees to carry a liability insurance policy of no less than ONE MILLION DOLLARS (\$1,000,000.00), and to have Lessor named as additional insured on such policy as to those risks specified in Article VI of this lease.

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

COUNTY OF ONEIDA

By: \_\_\_\_\_  
Anthony J. Picente, Jr.  
Oneida County Executive

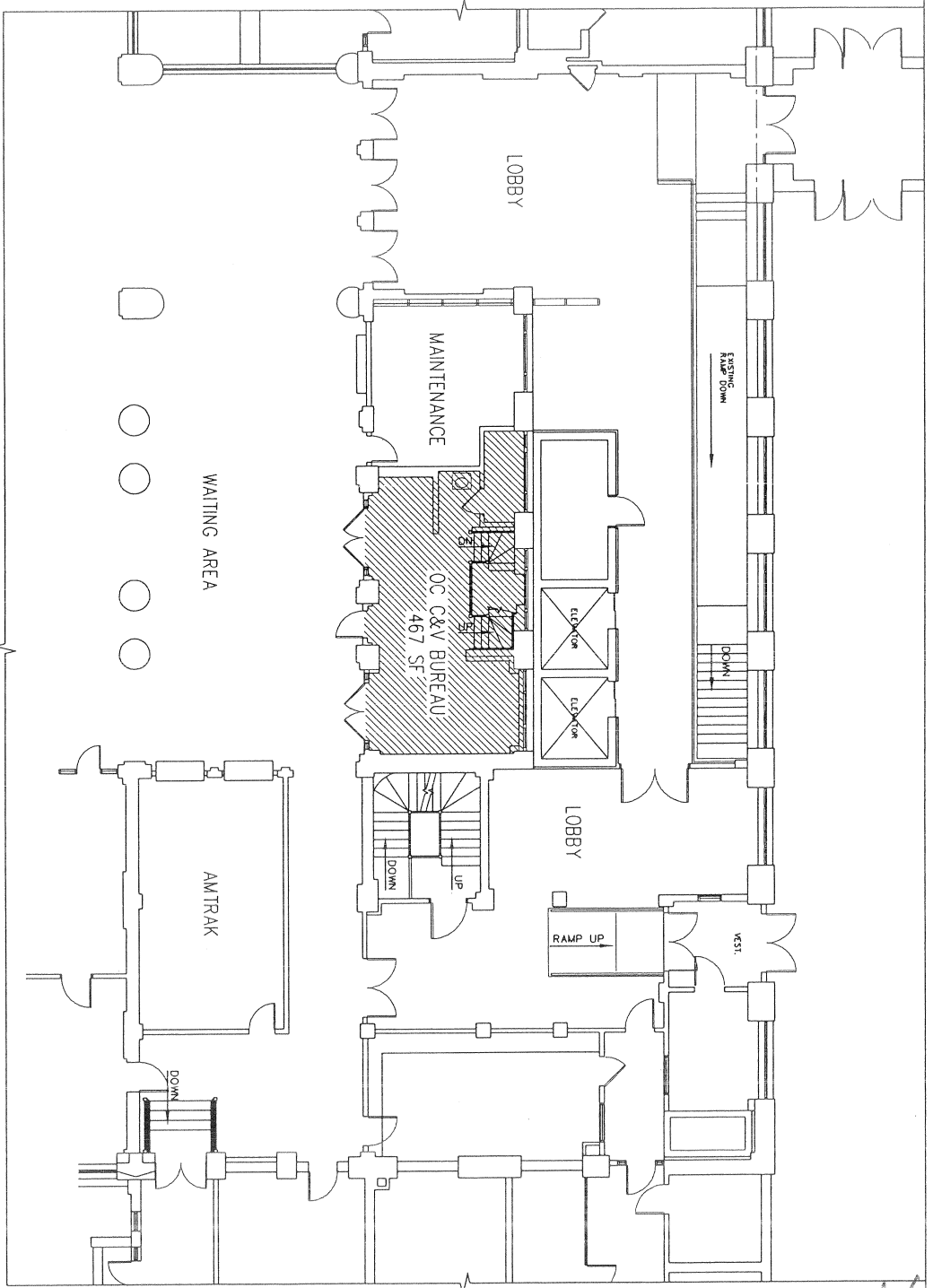
CONVENTION & VISITORS BUREAU  
FOR ONEIDA COUNTY, INC.

By: Kelly Blazosky  
Kelly Blazosky  
President

APPROVED AS TO FORM  
ONEIDA COUNTY ATTORNEY

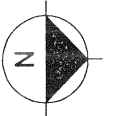
By: Harris J. Samuels  
Harris J. Samuels, Esq.  
Assistant County Attorney

Exhibit "A"

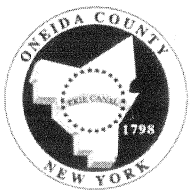


AREA TO BE OCCUPIED  
BY THE ONEIDA COUNTY  
CONVENTION & VISITORS  
BUREAU

UNION STATION  
321 MAIN STREET  
UTICA, NEW YORK 13501



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**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 13-358

November 5, 2013

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

**WAYS & MEANS**

*Anthony J. Picente Jr.*  
Anthony J. Picente Jr.  
County Executive  
Date 11/5/13



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

Re: Tentative Agreement between Oneida County, the Oneida County Sheriff and the  
Oneida County Sheriff's Department Employees Local 1249, Council 82,  
AFSCME, AFL-CIO

Dear Mr. Picente:

The County/Sheriff's Office negotiating team has entered into a Tentative Agreement with the Oneida County Sheriff's Department Employees Local 1249, Council 82, AFSCME, AFL-CIO. The union membership ratified the agreement on November 4, 2013.

I am attaching a copy of the Tentative Agreement to this letter for your reference. In summary, the economic portions of the Tentative Agreement are as follows:

**Length of Award**

Five years (January 1, 2011– December 31, 2015)

**Wages**

2011  
2.2% increase for employees both on schedule and off schedule, retroactive to January 1, 2011

2012  
2.2% increase for employees both on schedule and off schedule, retroactive to January 1, 2012

2013  
2.2% increase for employees both on schedule and off schedule, retroactive to January 1, 2013

15.

2014

0% increase for employees both on and off schedule, plus no employees will be eligible for annual step movement in 2014

2015

2.2% increase for employees both on schedule and off schedule. Employees eligible for step movement shall be advanced on January 1, 2015, rather than July 1, 2015. Thereafter, step movement in future years will occur on January 1<sup>st</sup> and not on July 1<sup>st</sup>.

**Health Insurance**

The \$10.00 co-payment plan offered by the County shall be changed to a \$20.00 co-payment plan, as soon as practicable.

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

Very truly yours,



Gregory J. Amoroso  
County Attorney

Encl.



PROPOSED TENTATIVE AGREEMENT BETWEEN THE COUNTY OF ONEIDA,  
THE ONEIDA COUNTY SHERIFF AND THE ONEIDA COUNTY SHERIFF'S  
DEPARTMENT EMPLOYEES LOCAL 1249, COUNCIL 82, AFSCME AFL-CIO

WAGES

2011

2.2% increase for employees both on schedule and off schedule, retroactive to January 1, 2011

2012

2.2% increase for employees both on schedule and off schedule, retroactive to January 1, 2012

2013

2.2% increase for employees both on schedule and off schedule, retroactive to January 1, 2013

2014

0% increase for employees both on and off schedule, plus no employees will be eligible for annual step movement in 2014

2015

2.2% increase for employees both on schedule and off schedule. Employees eligible for step movement shall be advanced on January 1, 2015, rather than July 1, 2015. Thereafter, step movement in future years will occur on January 1<sup>st</sup> and not on July 1<sup>st</sup>.

HEALTH INSURANCE

The \$10.00 co-payment plan offered by the County shall be changed to a \$20.00 co-payment plan.

Clarify that there shall only be one open enrollment period each year, as designated by the Department of Personnel.

MEALS

Amend to clarify that gratuity will not be reimbursed with any meal allowance

Amend so that entitlement to overtime meal allowance shall only be for employees working unexpected mandatory overtime of four (4) hours or more

Amend the meal reimbursement rates as follows, whether in or out of the county: Breakfast-\$10.00, Lunch-\$15.00, Dinner-\$25.00

EC

GJA

OTHER

Amend contract so that in-service training conducted during an employee's off-duty hours will be recognized by either compensation at 1 ½ the employee's hourly rate or 1 ½ hours of comp time

Add the titles of Kitchen and County Lockup to Bid Posts

Amend so that shift and pass day assignment will be made annually, in January of each calendar year. Requests must be submitted by December 15<sup>th</sup> of preceding calendar year. No "shift bumping" of probationary employees during their probationary period.

Amend so that uniforms will be replaced no earlier than one year from issuance, upon written request and upon exchange of old uniform. Line staff and S.E.R.T. members shall be issued 1 Class A uniform and 4 Class B uniforms. Transport, Visitation, Lockup and Supervisors shall be issued 4 Class A uniforms and 1 Class B uniform. Members that serve multiple roles will be issued uniforms based on their primary duty assignment.

With regards to "pager coverage", replace phrase "Department pager" with "cell phone"

Amend so that seniority will apply to block vacation requests submitted by February 1<sup>st</sup> of each year

Agree to a revised Schedule B to modify CD 02-08-03D for unscheduled overtime

Agree to Time-Off Guideline

*Elm* 10/29/13  
subject to ratification  
by local 1249

10/29/13  
Greg J Amew  
Subject to Legislative  
Approval of the Oneida  
County Board of Legislators



## New York State Law Enforcement Officers Union, Council 82

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

HOLLIS V. CHASE BUILDING

63 COLVIN AVENUE, ALBANY, NY 12206

(518) 489-8424 (518) 435-1523 FAX

www.council82.org • c82@council82.org



October 31, 2013

Gregory J. Amoroso, Esq.  
Oneida County Attorney  
Oneida County Office Building  
800 Park Avenue  
Utica, New York 13501

Re: Correction to Tentative Agreement Between the County, Sheriff, & Local 1249

Dear Mr. Amoroso:

I write to confirm our mutual understanding that with regard to the entitlement to overtime meal allowance, the Tentative Agreement between the parties is that the collective bargaining agreement is to be amended so that entitlement to overtime meal allowance shall only be for corrections employees working unscheduled overtime of four (4) hours or more, and not unexpected mandatory overtime of four (4) hours or more as was stated incorrectly in the Tentative Agreement. Everything else in the Tentative Agreement is correct as written.

Very truly yours,

Ennio J. Corsi  
General Counsel

Understanding Confirmed:

Gregory J. Amoroso, Esq.  
Oneida County Attorney

**Oneida County Correctional Facility  
Time Off Guidelines**

	A	B	C	TOWER	VISITATION	TRANSPORT	BOOKING/ PROPERTY/ CLASSIFICA/ RECORDS/ PROGRAMS
Total number assigned to shift/unit/work area	36	60	58	18	5	20	Varies
Subtract total Number on pass per day	10	18	16	5	0	0	Varies
Total number on duty per day	26	42	42	13	5	20	Varies
Total number allowed off per Day *	5	7	7	3	1	4	1
Total number allowed off on pre approved vacation	3	4	4	2	1	3	1
Total number allowed to be off per 30 day advanced request ( 4 or 8 hours blocks of Vac, Comp, PL, FH,)**	2	3	3	1	1 (only if none is on pre-approved vacation time)	1	1 (only if none is on pre-approved vacation time)
Off/Work Ratio	1:6	1:6	1:6	1:6	1:5	1:6	1:3 (C,R) 1:2 (P & PR) 1:6 (B)

\*\* This figure is not inclusive of requests for emergency Personal Leave Time or Sick Time.

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# *Correctional Facility Overtime Proposal*

*08/08/12*

## DEFINITIONS:

SCHEDULED OVERTIME: Overtime posts that are generated as a result of pre-approved time off or scheduled details/operational needs. (**More than 24 hours in advance of the affected shift**)

UNSCHEDULED OVERTIME: Overtime posts that are generated as a result of approved emergency time off or unscheduled details/operational needs. (**24 hours or less from the affected shift**)

VOLUNTARY OVERTIME: Necessary overtime assignments worked by Officers that are not mandated (ordered to perform), in which the most senior Officers continuing to the least senior Officers may volunteer, in addition to their regular 40-hour work week

MANDATORY OVERTIME: Necessary overtime assignments worked by Officer as ordered by a supervisor, to be worked in addition to their regular 40-hour work week.

SENIORITY: Employees acquire seniority upon completion of a probationary period. Seniority will then accrue from the initial date of permanent appointment.

SENIORITY LIST: A list of Officers assigned to each Unit or shift, starting from the least senior Officer to the most senior Officer, in descending order.

QUALIFIED OFFICERS: Employees who have satisfactorily completed training (approved, specialized, and mandated by Policy and Procedure) for the individual post required to be filled.

MANDATORY OVERTIME LIST: A perpetual list of Officers assigned to each Unit or shift, available for overtime as ordered, initially starting from the least senior Officer and continuing to the most senior Officer.

ROTATION of MANDATORY OVERTIME LIST: After Officers perform mandatory or voluntary overtime assignments, their name will go to the bottom of the Mandatory Overtime List.

VOLUNTARY OVERTIME LIST: – A list of Officers who wish to be considered for voluntary overtime assignments on a specific date and shift, in order of seniority, descending from most senior to least.

VOLUNTARY OVERTIME LIST MOVEMENT: Officers' names will move as voluntary overtime assignments are distributed according to seniority and qualifications of vacant posts, until all overtime assignments are filled.

## GENERAL RULES:

1) In the event of an the need to fill a overtime assignment, Supervisors will:

A) Fill posts sequentially in the following manner:

(1) A-Line Supervisors will begin soliciting overtime assignments in this order:

(a) *Vacancies will be filled on B-Line before moving to C-Line, and C-Line before moving to A-Line, whenever possible.*

(2) B-Line Supervisors may begin soliciting for the following day in this order:

(a) *Vacancies will be filled on C-Line before moving to A-Line, and A-Line before moving to B-Line, whenever possible.*

*21.*

- (3) C-Line Supervisors may begin soliciting for the following day in this order:
- (a) *Vacancies will be filled on A-Line before moving to B-Line, and B-Line before moving to C-Line.*
- B) Solicit qualified volunteers
- (1) For the purpose of scheduled overtime, qualified volunteers will be obtained from the Voluntary Overtime List.
  - (2) For the purpose of unscheduled overtime, *qualified volunteers* will be obtained in 3 ways:
    - (a) Via announcements at Roll Call (*for all unscheduled overtime known at the beginning of each shift*) and,
    - (b) Via additional announcements made throughout the shift *for unscheduled overtime that becomes available during the shift*).
    - (c) Via the names listed on the ***Voluntary Overtime List***.
  - (3) Attempts will also be made to solicit those staff on duty at locations outside the facility. (*i.e.: hospital details, CNY*)
- C) Placement on the Voluntary Overtime List:
- (1) Officers can place his/her name on the ***Voluntary Overtime List by logging*** onto the computerized scheduling programs and entering their name in the designated space pursuant to shift/date desired.
    - (a) Names will not be added to the ***Voluntary Overtime List*** more than 24 hrs in advance of the desired work date.
    - (b) By adding his/her name to the ***Voluntary Overtime List***, Officers are volunteering for an overtime assignment NOT a specific post.
    - (c) Once an officer adds his/her name to the ***Voluntary Overtime List***, they are committed to work any overtime assignment for which they are qualified and contacted to work by a supervisor.
    - (d) Officers who refuse such assignments, will forfeit his/her seniority right to overtime for a seven day period immediately following the occurrence.
    - (e) The ***Voluntary Overtime List*** is maintained by Supervisors.
  - (2) Volunteers solicited via announcements will be merged with the running ***Voluntary Overtime List***, in order of seniority. (*Most senior to least senior in descending order.*)
- D) Attempts will be made to contact the most senior qualified officers, whose name appear on the ***Voluntary Overtime List***, via phone number of record, by seniority, in descending order, until volunteers are found to fill vacancies.
- (1) Supervisors will utilize a "3 ring rule" when attempting to make telephone solicitations for voluntary overtime assignments.
    - (a) Upon the completion of 3 rings, if no answer is received from the intended party, supervisors will move to the next senior qualified volunteer, in descending order.
- E) Once an assignment has been made, it cannot be infringed upon, except in the instance of procedural error committed by a supervisor. (*i.e. bumping*)
- (1) In such case, corrective action will be performed by shift supervisors.
  - (2) Under no circumstances will officers attempt to correct errors without authorization from a supervisor.
- F) Shift Supervisors will make every attempt to contact employees, in advance, regarding any cancelled overtime assignments.
- (1) Likewise, if an employee does not receive confirmation of assignment from the shift supervisor, it will be incumbent upon him/her to contact the shift supervisor to confirm the overtime assignment, at least one hour prior to the start of such assignment.

**SCHEDULED OVERTIME PROCEDURE:**

- 1) When it is determined in advance that there is a need for overtime, Supervisors will:
  - A) Fill scheduled overtime assignments with officers whose names appear on the Voluntary Overtime List for the specific date and shift of need.

*DL*



B) Line Post Assignments:

- (1) Volunteers assigned to the shift where the overtime assignment occurs will be given first priority for voluntary assignments, in order of seniority and specific qualifications for the vacant post.
  - (a) If there are no qualified volunteers from the affected shift, or such volunteers cannot be contacted for assignment, overtime will be assigned to the most senior qualified volunteers from other line shifts (A, B or C Line) whose names appear on the *Voluntary Overtime List*, in descending order.
  - (b) If there are no qualified volunteers from other line shifts, or such volunteers cannot be contacted for assignment, overtime will be assigned to the most senior qualified volunteers from within other work units whose names appear on the *Voluntary Overtime List*, in descending order.
    - “Other work units” are defined as: *Admissions, Classification, Records, Property, Programs, Transport, Towers & Visitation.*
  - (c) If there are no qualified volunteers from other work units, or such volunteers cannot be contacted for assignment, overtime will be assigned to the most senior qualified supervisors whose names appear on the *Voluntary Overtime List*, in descending order.
    - (*Supervisors will only be allowed to work voluntary overtime assignments in positions that are one (1) rank below their own.*)

C) Work Unit Post Assignments: *Admissions, Classification, Records, Property, Programs, Transport, Towers & Visitation*

- (1) Volunteers assigned to the work unit & shift where the overtime assignment occurs will be given first priority for voluntary assignments, in order of seniority and specific qualifications for the vacant post.
  - (a) If there are no qualified volunteers from work unit & shift, or such volunteers cannot be contacted for assignment, overtime will be assigned to the most senior qualified volunteers from within the work unit, assigned to other shifts, whose names appear on the *Voluntary Overtime List*, in descending order.
  - (b) If there are no qualified volunteers from within the entire work unit, or such volunteers cannot be contacted for assignment, overtime will be assigned to the most senior qualified volunteers from the Line Shifts (A, B, C) or other work units whose name appear on the *Voluntary Overtime List*, in descending order.
  - (c) If there are no qualified volunteers from the Line Shifts (A, B, C) or other work units, or such volunteers cannot be contacted for assignment, overtime will be offered to the most senior qualified supervisors whose names appear on the *Voluntary Overtime List*, in descending order.
    - (*Supervisors will only be allowed to work voluntary overtime assignments in positions that are one (1) rank below their own.*)

UNSCHEDULED OVERTIME PROCEDURE:

1) When it is determined unscheduled overtime assignments exist, Supervisors will:

A) Fill unscheduled overtime assignments with officers whose names appear on the Voluntary Overtime List for the specific date and shift of need, AND are immediately available to fulfill the need.

B) Line Post Assignments:

- (1) Volunteers assigned to the shift where the overtime assignment occurs will be given first priority for voluntary assignments, in order of seniority and specific qualifications for the vacant post.
  - (a) If there are no qualified volunteers from the affected shift, or such volunteers cannot be contacted for assignment, overtime will be assigned to the most senior qualified volunteers from other line shifts (A, B or C Line) whose names appear on the *Voluntary Overtime List*, in descending order.
  - (b) If there are no qualified volunteers from other line shifts, or such volunteers cannot be contacted for assignment, overtime will be assigned to the most senior qualified volunteers from within other work units whose names appear on the *Voluntary Overtime List*, in descending order.
    - “Other work units” are defined as: *Admissions, Classification, Records, Property, Programs, Transport, Towers & Visitation.*

- (c) If there are no qualified volunteers from other work units, or such volunteers cannot be contacted for assignment, overtime will be assigned to the most senior qualified supervisors whose names appear on the **Voluntary Overtime List**, in descending order.
- *(Supervisors will only be allowed to work voluntary overtime assignments in positions that are one (1) rank below their own).*

C) Work Unit Post Assignments: Admissions, Classification, Records, Property, Programs, Transport, Towers & Visitation

- (1) Volunteers assigned to the work unit & shift where the overtime assignment occurs will be given first priority for voluntary assignments, in order of seniority and specific qualifications for the vacant post.
- (a) If there are no qualified volunteers from work unit & shift, or such volunteers cannot be contacted for assignment, overtime will be assigned to the most senior qualified volunteers from within the work unit, assigned to other shifts, whose names appear on the **Voluntary Overtime List**, in descending order.
- (b) If there are no qualified volunteers from within the entire work unit, or such volunteers cannot be contacted for assignment, overtime will be assigned to the most senior qualified volunteers from the Line Shifts (A, B, C) or other work units whose name appear on the **Voluntary Overtime List**, in descending order.
- (c) If there are no qualified volunteers from the Line Shifts (A, B, C) or other work units, or such volunteers cannot be contacted for assignment, overtime will be offered to the most senior qualified supervisors whose names appear on the **Voluntary Overtime List**, in descending order.
- *(Supervisors will only be allowed to work voluntary overtime assignments in positions that are one (1) rank below their own).*

D) This procedure will be repeated as each unscheduled overtime slot becomes available.

**MANDATORY OVERTIME PROCEDURES:**

- 1) In the event that there are more overtime posts than qualified volunteers, or such volunteers are not available for immediate need, supervisors will utilize the **Mandatory Overtime List** to fill such vacancies.
- A) Mandatory assignments will be made by utilizing Mandatory Stick Lists for the shifts immediately preceding and following the shift where the unscheduled overtime assignment occurs, in order of seniority and specific qualifications for the vacant post, in descending order until all unscheduled assignments are filled.
- (1) From the top of the Mandatory Overtime List, assign the overtime to the first available qualified officer on duty.
- (2) If there are more than one officer is needed to fill mandatory overtime, continue down the list until all posts are filled with qualified officers.
- (3) Mandatory overtime assignments will be made in four (4) hour increments, whenever possible.
- (4) Mandatory overtime assignments are Line Post and Unit Specific. As such, officers assigned to the Line will not be mandated to work Unit mandatory overtime, nor will officers assigned to work Units be mandated to work Line overtime, except in emergency situations when the post would be vacant, if not mandated.
- (5) Ensure the Mandatory Overtime List is kept up-to-date by perpetually moving names from the top to the bottom, following the assignment.
- (6) Ensure new officers assigned or officers being reassigned to the shift or unit are placed on the Mandatory Overtime List preceding the officer on the assigned shift or unit they follow in seniority.
- B) This procedure will be repeated as each mandatory overtime slot becomes available.



# Board Packet Griffiss International Airport

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

ANTHONY J. PICENTE, JR.  
County Executive

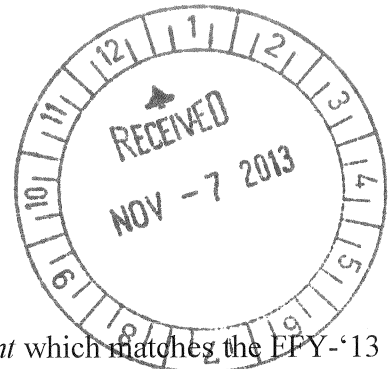
CHAD LAWRENCE  
Deputy Commissioner  
of Aviation

FN 20 13 - 360

November 4, 2013

## WAYS & MEANS

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



Dear County Executive Picente,

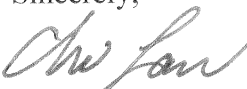
Enclosed for your consideration are four (4) copies of a *State Grant Agreement* which matches the EPY-'13 Federal Airport Improvement Program grants. The State Grant Agreement establishes their unique Project Identification Number (PIN). These projects are:

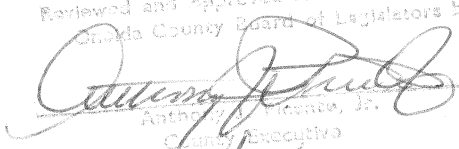
Project Id No. and Description Share	Established Total Cost	Federal Share	State Share (max. 15% incr.)	Local
<b>PIN 2905.34</b> Taxiway "K" Edge Light Installation	\$499,000.00	\$449,100.00	\$24,950.00	\$24,950.00

The NYSDOT requires a municipal resolution be passed to accept the grant offer (sample enclosed). Therefore, we respectfully request you forward the agreements to the Oneida County Board of Legislators for authorization to execute the State Grant Agreement with the New York State Department of Transportation. Capital Account H-490, Griffiss International Taxiway "K" Edge lighting, is established to progress these projects.

Upon Board approval, please *return three (3) signed and notarized copies as well as three (3) notarized resolutions* authorizing acceptance of the grant. Should you have any questions please contact me.

Sincerely,

  
Chad Lawrence  
Deputy Commissioner

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by  
  
Anthony J. Picente, Jr.  
County Executive  
Date 11/5/13

25.

Oneida County Department: Aviation

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

## Oneida County - Contract Summary

**Name of Proposing Organization:** C&S Engineers

**Title of Activity or Service:**  
New York State grant agreement  
which matches the FFY -2013  
Federal Airport Improvement  
Program grants

**Client Population/No. to be Served:** N/A

**Summary Statements:**

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

State grant agreement for New York States 5% share of the Taxiway "K" Lighting Project

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

Installation of LED Taxiway lights on Taxiway "K"

**3) Program Design and Staffing Level:** N/A

**Total Funding Requested:** \$499,000

**Oneida County Department Funding  
Recommendation:**

**Account #** H-490

<b>Proposed Funding Source:</b>	<b>Federal</b> \$ 449,100	<b>State</b> \$ 24,950	<b>County</b> \$24,490
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**Cost Per Client Served:** N/A

**Past Performance Data:**

**Oneida County Department Staff Comments:**

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# Oneida County Department of Public Works

ANTHONY J. PICENTE JR.  
County Executive

DENNIS S. DAVIS  
Commissioner

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

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

November 7, 2013

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

FN 20 13 361  
Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by

**PUBLIC WORKS**

  
Anthony J. Picente, Jr.  
County Executive

**WAYS & MEANS**

Date 11/8/13

Dear County Executive Picente,

In September 2013 the Department of Public Works solicited qualifications from NYSERDA qualified installers for the development of a Solar Photovoltaic (SPV) installation at County facilities in conjunction with New York State Energy Research and Development Authority (NYSERDA) Program Opportunity Notice (PON) 2589. The goal was to establish a list of qualified SPV project developers that would be authorized to submit, on behalf of Oneida County, applications for future NYSERDA PON 2589 opportunities.

Three responses were received including a unique submittal from Borrego Solar of Lowell, MA. Borrego Solar and a business partner, SEC LHNY Solar One, LLC, of Juno Beach, FL, were previously awarded two (2) separate SPV projects with a combined output of approximately 5.2MW. The original clients were not able to negotiate Solar Power Services Agreements and the awards are now eligible for reassignment. NYSERDA has determined that Oneida County is qualified to enter into a Solar Power Services Agreement with SEC LHNY Solar One, LLC, and receive net metering credits for power produced by a SPV installation.

Approximately twenty three (23) acres of County owned property adjacent to the intersection of Sutliff Road and County Seat Road has been identified as an appropriate location for a SPV installation. Maps and layouts of the SPV installation are included in the enclosed documentation.

Under current electric utility regulations and market prices the financial benefit to the County from a 5.2MW system would be approximately \$225,699.00 annually. Savings would increase or decrease depending on regulations and market prices. A Solar Power Services Agreement would assign Oneida County all risk associated with electric utility regulations and market prices. Therefore, it is possible that Oneida County would realize a financial deficit. However, to the best of our knowledge the probability of this occurring is extremely low.

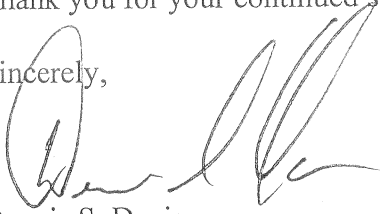
The County will need to grant an easement over County owned property adjacent to the intersection of Sutliff Road and County Seat Road. Further, the County will need to enter into two Solar Power Agreements to purchase the on-site net electrical output from the system for a period of twenty-five years, with the ability to renew for two successive five year renewal terms.

27.

Please review the enclosed two Solar Power Services Agreements and if acceptable forward to the Oneida County Board of Legislators for consideration.

Thank you for your continued support.

Sincerely,

A handwritten signature in black ink, appearing to read "Dennis S. Davis". The signature is fluid and cursive, with a large initial "D" and "S".

Dennis S. Davis  
Commissioner

cc: Mark E. Laramie, PE, Deputy Commissioner



## ONEIDA COUNTY BOARD OF LEGISLATORS

**Name of Proposing Organization:** SEC LHNY Solar One, LLC  
700 Universe Boulevard  
Juno Beach, Florida 33408

**Title of Activity or Service:** Solar Photovoltaic Installation

**Proposed Dates of Operation:** N/A

**Client Population/Number to be Served:** N/A

### Summary Statements

#### 1) Narrative Description of Proposed Services:

Solar Power Services Agreements with SEC LHNY Solar One, LLC, for the installation of two (2) Solar Photovoltaic Installations with a combined output of approximately 5.2MW. Systems would be installed on approximately 23 acres of County owned property adjacent to the intersection of Sutliff Road and County Seat Road in the Town of Whitestown. Initial agreement term would be twenty five (25) years.

Under current electric utility regulations and market prices the financial benefit to the County from a 5.2MW system would be approximately \$225,699.00 annually. Total benefits over twenty five (25) years would be approximately \$8,246,704.00.

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

3) Program Design and Staffing: N/A

**Total Funding Requested:** \$0.00                      **Account #:** A1620 (Revenue)

**Oneida County Dept. Funding Recommendation:** \$0.00

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

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

**Past Performance Data:** N/A

**O.C. Department Staff Comments:** None