

#### 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

Timothy Julian Minority Leader

# EXPEDITED COMMUNICATIONS FOR DISTRIBUTION FOR THE APRIL 12, 2023 MEETING

#### **VOLUME #2**

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

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## <u>Griffiss International Airport</u>

660 Hangar Road, Suite 223 Rome, NY 13441 Telephone: 315-736-4171 / Fax: 315-736-0568

ANTHONY J. PICENTE, JR.

County Executive

EDWARD A. ARCURI

Commissioner of Aviation

March 31, 2023

Anthony J. Picente, Jr. Oneida County Executive 800 Park Avenue Utica, New York 13501 FN 20 23 -122

AIRPORT

WAYS & MEANS

Re: Amended Lease Agreement - Strategic Global Aviation, LLC

Dear County Executive Picente:

Please consider acceptance of this amended lease agreement between Oneida County and Strategtic Global Aviation, LLC ("SGA"), which proposed to lease the entirety of Building 101 to SGA. This amended lease will allow SGA to continue the expansion of its business that we have seen over the last year, as well as competitively position SGA and Griffiss International Airport for future work.

If you find the enclosed agreeable, please forward the same to the Board of Legislators for consideration at their next meeting.

Sincerely,

Edward A. Arcuri

Commissioner of Aviation

Enclosures

Reviewed and Approved for submittal to the Opcida County Boardool Legislator by

> Anthoriy J. Picente, Jr. County Executive

Date 3 31 23

Oneida Co. Department: Aviation

<b>Competing Proposal</b>		
Only Respondent		
Sole Source RFP		
Other <sup>-</sup>	X	

## ONEIDA COUNTY BOARD OF LEGISLATORS CONTRACT SUMMARY

Name & Address of Vendor:

Strategic Global Aviation, LLC

394 Hangar Road

Rome, New York 13440

Title of Activity or Service:

Lease Amendment

**Proposed Dates of Operation:** 

May 1, 2023 to April 30, 2024 (Initial Term)

Client Population/Number to be Served: N/A

#### **Summary Statements**

1) Narrative Description of Proposed Services: This is an amended lease agreement for office, back shop and hangar space in Building 101. This amendment allows for Strategic Global Aviation to continue to expand its operations and allows SGA to occupy the entirety of Building 101. The amendment further allows SGA to utilize specific equipment as set forth in Exhibit 4.

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

3) Program Design and Staffing: N/A

Total Funding Requested: N/A -Revenue

Account #:

Oneida County Dept. Funding Recommendation: \$1,245,467.00 in revenue for the initial

term.

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

Cost Per Client Served: N/A

Past Performance Data: None

O.C. Department Staff Comments:

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#### ONEIDA COUNTY DEPARTMENT OF PERSONNEL

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501-2986 Phone: (315) 798-5726 ♦ Fax: (315) 798-6490

March 20, 2023

FN 20 23 - 123

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

WAYS & MEANS

RE: Memorandum of Agreement with UPSEU - White Collar Unit

Lolais

Dear County Executive Picente:

The Department of Family and Community Service continues to experience significant staffing shortages, and the backlog that has been discussed with you over the course of the last year has continued. As you know, efforts to clear this backlog are ongoing as the Department also continues to provide vital services to the public. To bolster these efforts, the Commissioner of Social Services is again requesting a period of overtime incentive for employees in the Department, and her request is more fully detailed in the letter attached herewith. In accordance with this request, I once again present you with a proposed Memorandum of Agreement to grant an overtime incentive to employees who work overtime.

The enclosed Memorandum of Agreement with United Public Service Employees Union ("UPSEU") – White Collar Unit will afford employees in the Department of Family and Community Services the ability to earn overtime compensation at two and one-half (2.5) times their regular rate of pay for those employees who choose to earn their overtime compensation as wages paid, not as compensatory time. If approved, this Memorandum of Agreement will be in effect from April 13, 2023 through July 12, 2023.

If you concur, I respectfully request that you submit this request to the Board of Legislators for consideration at their April meeting. As always, I am available to answer any questions or concerns that either you or the Board of Legislators may have regarding this matter.

Respectfully submitted,

Amanda L. Cortese-Kolasz Commissioner of Personnel

Attachments

cc: Commissioner of Social Services

County Attorney Budget Director Comptroller Reviewed and Approved for submittal to the Oneida County Board of Legislator by

> Anthony J. Picente, Jr. County Executive

Date 3-21-25

#### MEMORANDUM OF AGREEMENT

#### By and between

### THE COUNTY OF ONEIDA/MOHAWK VALLEY COMMUNITY COLLEGE

#### and

## UNITED PUBLIC SERVICE EMPLOYEES UNION (WHITE COLLAR UNIT)

WHEREAS, the County of Oneida/Mohawk Valley Community College (the "County") and the United Public Service Employees Union (White Collar Unit) ("UPSEU") are parties to a collective bargaining agreement for the period of January 1, 2022 to December 31, 2023 ("CBA"); and

WHEREAS, the COVID-19 pandemic, coupled with staffing shortages, have caused a backlog of work in certain areas of the Oneida County Department of Family and Community Services; and

WHEREAS, the County wishes to continue to incentivize employees in the Department of Family and Community Services to work voluntary overtime in order to assist in eliminating the backlog of work; now, therefore

BE IT RESOLVED, as a negotiated Memorandum of Agreement, the parties hereto agree as follows:

- 1. Commencing April 13, 2023, and continuing through July 12, 2023, each employee holding employment in the Department of Family and Community Services who works overtime as defined in the collective bargaining agreement shall be compensated at two and one-half (2.5) times his/her regular rate of pay if and only if he/she chooses to take the compensation as pay. Any employee who chooses to earn their overtime compensation as compensatory time will continue to earn pursuant to the CBA.
- 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 they 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. 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 issue addressed herein.
- 5. 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.
- 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.
- 8. Except herein expressly agreed, the terms and provisions of the CBA agreement shall remain in full force and effect.

**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.

County of Oneida BY: Amanda L. Cortese-Kolasz Commissioner of Personnel	Date	
Jany M. Hickey	3-20-23	
United Public Service Employees Union By: Gary M. Hickey	Date	

Executive Vice President/Regional Director

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#### ONEIDA COUNTY DEPARTMENT OF LAW

Oneida County Office Building 800 Park Avenue • Utica, New York 13501-2975 315-798-5742 • Fax: 315-798-6425

**PETER M. RAYHILL** COUNTY ATTORNEY

March 31, 2023

Anthony J. Picente, Jr. Oneida County Executive 800 Park Avenue, 10th Floor Utica, New York 13501 FN 20 23 -124

Re:

Claimants: Robert & Mary Stronach

File # 2021-40 DOL: July 9, 2021

WAYS & MEANS

Dear County Executive Picente:

I am enclosing correspondence from Claims Administrator, Gus Boucher, recommending payment of \$17,500.00 to Robert & Mary Stronach as settlement of a claim arising out of an incident which occurred on July 9, 2021 in the Town of Marcy.

Claimants' home was damaged by flood waters due to storm water runoff on Glass Factory Road in the Town of Marcy. Claimants' alleged that Oneida County failed to properly design, install, construct, maintain, upkeep and/or otherwise satisfy its duties related to the control and management of storm water runoff by and through the storm water drainage systems located on Glass Factory Road. The parties have agreed to settle this matter for the sum of \$17,500.00.

Accordingly, I recommend and request that the Board of Legislators authorize the proposed settlement of this matter as outlined herein.

Thank you.

Very truly yours,

Peter M. Rayhill

Enclosure

Hoviewed and Approved for submittal to the Oneida County Board of Legislator by

> Anthony J. Picente, Jr. County Executive

Date 4-3-23

#### L.G. Boucher

P.O. Box 570 Galway, NY 12074 518-882-1864 Fax 518-882-2044 Email: oneida@lgboucher.com

March 31, 2023

Oneida County Department of Law 800 Park Ave. Utica, NY 13501-2975

Attn: Peter Rayhill

Re: Stronach v. County of Oneida, NY

File #: 2021-40 DOL: 7/09/2021

Dear Mr. Rayhill:

We have received and reviewed the attached Settlement Agreement between Robert G. Stronach and Mary T. Stronach and the County of Oneida. The Stronach's commenced an action against the County of Oneida which alleges that the County failed to properly design, install, construct, maintain, upkeep and/or otherwise satisfy their duties related to the control management of storm water runoff by and through the storm water drainage systems located at, near or otherwise reasonably related to stormwater runoff reaching the Stronach's home, located at 6247 Glass Factory Road Marcy, New York 13403.

We are recommending settlement with Robert G. Stronach and Mary T. Stronach in the amount \$17,500.00.

Sincerely,

Gus Boucher Adjuster