OFFICE OF THE COMMON COUNCIL
CITY HALL – ROME, NEW YORK 13440

1ST WARD
Lori A. Trifeletti

2ND WARD
John B. Mortise

3RD WARD
Kimberly Rogers

4TH WARD
Ramona L. Smith

John J. Mazzaferro
President Common Council

5TH WARD
Frank R. Anderson

6TH WARD
John A. Nash

7TH WARD
Lou DiMarco Jr.

CITY CLERK
Louise S. Glasso

COMMON COUNCIL MEETING
REGULAR SESSION

MARCH 25, 2015
7:00PM

1. **CALLING THE ROLL OF MEMBERS BY THE CLERK**

2. **PLEDGE OF ALLEGIANCE**

3. **INVOCATION**

4. **GENERAL PUBLIC HEARING**
   The time limit for speakers at the general public hearing shall be limited to (5) continuous minutes. The President of the Common Council may extend this time up to an additional five (5) minutes at his discretion; and further extensions must be approved by a majority of the council.

5. **RECOGNITION/APPRECIATION**

6. **READING OF THE MINUTES OF THE PRECEDING SESSION**
   (Motion in order that the reading of the minutes of the preceding session be dispensed with and that they be approved.)

7. **PRESENTING OF PETITIONS AND COMMUNICATIONS.**
   A. **PETITIONS**
      Approximately 600 signatures of Rome residents opposed the location of Martin Street for a meat packing facility.
   B. **COMMUNICATIONS.**

8. **NOTICES**

9. REPORT OF CITY OFFICIALS

10. REPORT OF COUNCILORS AND GENERAL CITY AFFAIRS

11. PRESENTING OF REPORT OF COMMITTEES

12. RESOLUTIONS

RES. NO. 38
B

RESOLUTION DECLARING THE NORTH WEST ROME WATER SYSTEM IMPROVEMENTS PROJECT WILL NOT HAVE A SIGNIFICANT ENVIRONMENTAL IMPACT AND FILING OF A NEGATIVE DECLARATION-NOTICE OF NON SIGNIFICANCE DETERMINATION. Tallarino

RES. NO. 39
D

RESOLUTION DETERMINING THAT ACTION TO CONSTRUCT AND INSTALL CERTAIN IMPROVEMENTS TO THE CITY WATER SUPPLY AND DISTRIBUTION SYSTEM WILL NOT HAVE A SIGNIFICANT EFFECT ON THE ENVIRONMENT. Nolan

RES. NO. 40
F

AUTHORIZING THE CLOSING OF A PORTION OF NORTH WASHINGTON STREET ON APRIL 3, 2015 FOR AN EASTER EGG HUNT. Mazzaferro

RES. NO. 41
G

MARTIN STREET SEWER SYSTEM IMPROVEMENT PROJECT SEQR CLASSIFICATION OF ACTION AND NEGATIVE DECLARATION-DETERMINATION OF SIGNIFICANCE. Tallarino

13. ORDINANCES

A.
%Lacking Unanimous Consent

B.
Current Legislation
ORD. NO. 8989
A

AUTHORIZING APRIL 6, 2015 THROUGH APRIL 10, 2015 AS AN AMNESTY PERIOD RELATIVE TO THE LATE FEE NORMALLY CHARGED FOR DOG LICENSING. Glasso

ORD. NO. 8990
C

AUTHORIZING THE ISSUANCE OF $10,800,000 BONDS OF THE CITY OF ROME, ONEIDA COUNTY, NEW YORK, TO PAY COSTS OF IMPROVEMENTS TO THE CITY WATER SUPPLY AND DISTRIBUTION SYSTEM. Nolan

ORD. NO. 8991
E

AUTHORIZING AN INTERMUNICIPAL AGREEMENT WITH THE COUNTY OF ONEIDA RELATIVE TO ROADSIDE MOWING TO BE PROVIDED BY THE CITY OF ROME. Tallarino

ORD. NO. 8992
J

AUTHORIZING THE SALE OF PROPERTY (PORTION OF CLINTON AVENUE (UNDEVELOPED) BETWEEN EAST FOX STREET TO THE SOUTH AND EAST THOMAS STREET TO THE NORTH) Rogers - Smith

14. LOCAL LAWS

15. TABLED LEGISLATION

16. VETOED LEGISLATION

17. ADJOURNMENT

% Ordinances require unanimous consent to be acted upon when first introduced

NEXT SCHEDULED COMMON COUNCIL MEETING ~~ April 8, 2015

COMMON COUNCIL MARCH 25, 2015

RESOLUTION NO. 38

RESOLUTION DECLARING THE NORTH WEST ROME WATER SYSTEM IMPROVEMENTS PROJECT WILL NOT HAVE A SIGNIFICANT ENVIRONMENTAL IMPACT AND FILING OF A NEGATIVE DECLARATION-NOTICE OF NON SIGNIFICANCE DETERMINATION

By Councilor _____:

WHEREAS, the City of Rome, as Lead Agency, has completed Parts 2 and 3 of the full Environmental Assessment Form (EAF); and

WHEREAS, the City of Rome has consulted with all involved agencies identified including: Federal, State, County and Local agencies; and

WHEREAS, the City of Rome, hereby determines and declares that the North West Rome Water System Improvements Project will not have a significant environmental impact and has filed a Negative Declaration—Notice of Non-Significance Determination; and

WHEREAS, the City of Rome, maintains copies of all correspondence, approvals and permits on file to support the aforementioned declaration; and

WHEREAS, the City of Rome will prepare, file and publish its determination of significance in the Environmental Notice Bulletin and the Rome Sentinel; now, therefore

BE IT RESOLVED, that the City of Rome Common Council hereby determined that it is the lead agency with respect to SEQR for the North West Rome Water System Improvements Project; and

BE IT FURTHER RESOLVED, that based upon its review of the EAF and the recommendation of the Department of Public Works, the Common Council of the City of Rome, New York hereby find that approval of the North West Rome Water System Improvements Project, constitutes an action which will not have a signification impact on the environment and, therefore, does not require preparation of a Draft Environmental Impact Statement; and

BE IT FURTHERE RESOLVED, that this Determination of Significance shall be considered a Negative Declaration—Notice of Non-Significance Determination made pursuant to Article 8 of the Environmental Conservation Law; and

BE IT FURTHER RESOLVED, that the Mayor of the City of Rome, or his designee and the President of the Common Council are hereby authorized to execute the Full Environmental Assessment Form, which is attached and made part of this Resolution, as well as any other documents.

Seconded by Councilor _____.

AYES & NAYS: Trifeletti ____Mortise____Rogers____Smith____Anderson__
Nash ___ DiMarco_____

ADOPTED: DEFEATED:

12-12-79 (3/99)-9c

SEQR

State Environmental Quality Review

NEGATIVE DECLARATION

Notice of Determination of Non-Significance

Project Number 141103 Date: 3/12/15

This notice is issued pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act) of the Environmental Conservation Law.

The City of Rome as lead agency, has determined that the proposed action described below will not have a significant adverse environmental impact and a Draft Impact Statement will not be prepared.

Name of Action:

Northwest Rome Water System Improvements

SEQR Status: Type 1 ☑
Unlisted ☐

Conditioned Negative Declaration: ☐ Yes
☑ No

Description of Action:

Several locations throughout the City. See Attached Drawing. Create a water district extension to serve the Northwest Rome area with water service. A 500,000 gallon elevated water storage tank and pump station would be constructed with an access road. A hydro-pneumatic station would be constructed to provide domestic water service to Gulf/Townline roads. This extension is planned to improve the domestic water pressure and fire protection needs of existing residents on public water and provide public water to property owners on domestic wells with poor quality or insufficient yield. It is estimated this project includes about 80,000 feet of water mains.

Location: (Include street address and the name of the municipality/county. A location map of appropriate scale is also recommended.)

Several locations throughout the City. See attached Figure

Reasons Supporting This Determination:
(See 617.7(a)-(c) for requirements of this determination ; see 617.7(d) for Conditioned Negative Declaration)

1. NYSDEC Division of Environmental Permits-Region 6 - 10/16/14 - Letter
2. Oneida County Department of Planning - 10/17/14 - Letter
3. NYSDOH - 10/21/14 - E-mail
4. Oneida County Department of Public Works - 10/24/14 - Letter
5. US Dept. of the Interior, Fish & Wildlife Service - 10/27/14 - Letter
6. NYS Office of Parks, Recreation and Historic Preservation - 11/3/14 - Letter
7. Federal Aviation Administration - 12-18-14 - Letter
8. Oneida County Soil & Water - 12-19-14 - E-mail
9. USACOE - 2-19-15 - E-mail

If Conditioned Negative Declaration, provide on attachment the specific mitigation measures imposed, and identify comment period (not less than 30 days from date of pubication in the ENB)

For Further Information:

Contact Person: Mr. Frank Tallarino, Commissioner of Public Works, City of Rome

Address: 198 N. Washington Street, Rome, New York, 13440

Telephone Number: 315-339-7635

For Type 1 Actions and Conditioned Negative Declarations, a Copy of this Notice is sent to:

Chief Executive Officer , Town / City / Village of Rome, NY

Other involved agencies (If any)

Applicant (If any)

Environmental Notice Bulletin, 625 Broadway, Albany NY, 12233-1750 (Type One Actions only)

Agency Use Only [IfApplicable]

Project :

Date :

Full Environmental Assessment Form
Part 3 - Evaluation of the Magnitude and Importance of Project Impacts and Determination of Significance

Part 3 provides the reasons in support of the determination of significance. The lead agency must complete Part 3 for every question in Part 2 where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.

Based on the analysis in Part 3, the lead agency must decide whether to require an environmental impact statement to further assess the proposed action or whether available information is sufficient for the lead agency to conclude that the proposed action will not have a significant adverse environmental impact. By completing the certification on the next page, the lead agency can complete its determination of significance.

Reasons Supporting This Determination:

To complete this section:

- Identify the impact based on the Part 2 responses and describe its magnitude. Magnitude considers factors such as severity, size or extent of an impact.
- Assess the importance of the impact. Importance relates to the geographic scope, duration, probability of the impact occurring, number of people affected by the impact and any additional environmental consequences if the impact were to occur.
- The assessment should take into consideration any design element or project changes.
- Repeat this process for each Part 2 question where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.
- Provide the reason(s) why the impact may, or will not, result in a significant adverse environmental impact
- For Conditional Negative Declarations identify the specific condition(s) imposed that will modify the proposed action so that no significant adverse environmental impacts will result.
- Attach additional sheets, as needed.

3. Impact on the Surface Waters

The project may involve construction adjoining a freshwater wetlands (buffer zone) or in the beds or banks of water bodies. The project includes construction of new water mains within road right-of-ways. Water mains may run parallel and adjacent to freshwater wetlands (buffer zone). Buffer zones will be depicted on the drawings and reviewed with regulatory agencies prior to construction. Best management practices will be specified to minimize disturbance. Applicable permits will be obtained from regulatory agencies if required for work adjacent to wetlands (buffer zone) and crossings of water bodies. With Best Management Construction practices it is expected the proposed action will not result in a significant adverse environmental impact.

Determination of Significance - Type 1 and Unlisted Actions

SEQR Status: ☑ Type 1 ☐ Unlisted

Identify portions of EAF completed for this Project: ☑ Part 1 ☑ Part 2 ☑ Part 3

Upon review of the information recorded on this EAF, as noted, plus this additional support information from regulatory agency review

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the City of Rome as lead agency that:

☑ A. This project will result in no significant adverse impacts on the environment, and, therefore, an environmental impact statement need not be prepared. Accordingly, this negative declaration is issued.

☐ B. Although this project could have a significant adverse impact on the environment, that impact will be avoided or substantially mitigated because of the following conditions which will be required by the lead agency:

There will, therefore, be no significant adverse impacts from the project as conditioned, and, therefore, this conditioned negative declaration is issued. A conditioned negative declaration may be used only for UNLISTED actions (see 6 NYCRR 617.d).

☐ C. This Project may result in one or more significant adverse impacts on the environment, and an environmental impact statement must be prepared to further assess the impact(s) and possible mitigation and to explore alternatives to avoid or reduce those impacts. Accordingly, this positive declaration is issued.

Name of Action: Northwest Rome Water System Improvements

Name of Lead Agency: City of Rome

Name of Responsible Officer in Lead Agency: Frank Tallarino, PE

Title of Responsible Officer: Commissioner of Public Works

Signature of Responsible Officer in Lead Agency: Date:

Signature of Preparer (if different from Responsible Officer) Date:

For Further Information:

Contact Person: Frank Tallarino, Commissioner of Public Works

Address: 198 N. Washington Street, Rome, NY 13440

Telephone Number: (315) 339-7635

E-mail: ftallarino@romecitygov.com

For Type 1 Actions and Conditioned Negative Declarations, a copy of this Notice is sent to:

Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of)
Other involved agencies (if any)
Applicant (if any)
Environmental Notice Bulletin: http://www.dec.ny.gov/enb/enb.html

PRINT FULL FORM

Full Environmental Assessment Form
Part 2 - Identification of Potential Project Impacts

Agency Use Only [If applicable]
Project :
Date :

Part 2 is to be completed by the lead agency. Part 2 is designed to help the lead agency inventory all potential resources that could be affected by a proposed project or action. We recognize that the lead agency's reviewer(s) will not necessarily be environmental professionals. So, the questions are designed to walk a reviewer through the assessment process by providing a series of questions that can be answered using the information found in Part 1. To further assist the lead agency in completing Part 2, the form identifies the most relevant questions in Part 1 that will provide the information needed to answer the Part 2 question. When Part 2 is completed, the lead agency will have identified the relevant environmental areas that may be impacted by the proposed activity.

If the lead agency is a state agency **and** the action is in any Coastal Area, complete the Coastal Assessment Form before proceeding with this assessment.

Tips for completing Part 2:

- Review all of the information provided in Part 1.
- Review any application, maps, supporting materials and the Full EAF Workbook.
- Answer each of the 18 questions in Part 2.
- If you answer **"Yes"** to a numbered question, please complete all the questions that follow in that section.
- If you answer **"No"** to a numbered question, move on to the next numbered question.
- Check appropriate column to indicate the anticipated size of the impact.
- Proposed projects that would exceed a numeric threshold contained in a question should result in the reviewing agency checking the box "Moderate to large impact may occur."
- The reviewer is not expected to be an expert in environmental analysis.
- If you are not sure or undecided about the size of an impact, it may help to review the sub-questions for the general question and consult the workbook.
- When answering a question consider all components of the proposed activity, that is, the "whole action".
- Consider the possibility for long-term and cumulative impacts as well as direct impacts.
- Answer the question in a reasonable manner considering the scale and context of the project.

1. Impact on Land
Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1) ☑ NO ☐ YES
If "Yes", answer questions a - j. If "No", move on to Section 2.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may involve construction on land where depth to water table is less than 3 feet.	E2d	☐	☐
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	☐	☐
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	☐	☐
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	☐	☐
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1e	☐	☐
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q	☐	☐
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	☐	☐
h. Other impacts: _____		☐	☐

2. Impact on Geological Features

The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g) ☑ NO ☐ YES

If "Yes", answer questions a - c. If "No", move on to Section 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Identify the specific land form(s) attached: _____	E2g	☐	☐
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____	E3c	☐	☐
c. Other impacts: _____		☐	☐

3. Impacts on Surface Water

The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h) ☐ NO ☑ YES

If "Yes", answer questions a - l. If "No", move on to Section 4.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may create a new water body.	D2b, D1h	☐	☐
b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water.	D2b	☐	☐
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	☐	☐
d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.	E2h	☑	☐
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	☐	☐
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	☐	☐
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d	☐	☐
h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.	D2e	☐	☐
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h	☐	☐
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h	☐	☐
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d	☐	☐

l. Other impacts: _____		☐	☐

4. Impact on groundwater

The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer. (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t) ☑ NO ☐ YES

If "Yes", answer questions a - h. If "No", move on to Section 5.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c	☐	☐
b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source: _____	D2c	☐	☐
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	☐	☐
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	☐	☐
e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.	D2c, E1f, E1g, E1h	☐	☐
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l	☐	☐
g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.	E2h, D2q, E2l, D2c	☐	☐
h. Other impacts: _____		☐	☐

5. Impact on Flooding

The proposed action may result in development on lands subject to flooding. (See Part 1. E.2) ☑ NO ☐ YES

If "Yes", answer questions a - g. If "No", move on to Section 6.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in development in a designated floodway.	E2i	☐	☐
b. The proposed action may result in development within a 100 year floodplain.	E2j	☐	☐
c. The proposed action may result in development within a 500 year floodplain.	E2k	☐	☐
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	☐	☐
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	☐	☐
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e	☐	☐

g. Other impacts: _____		☐	☐

6. Impacts on Air

The proposed action may include a state regulated air emission source. (See Part 1. D.2.f., D,2,h, D.2.g) ☑ NO ☐ YES

If "Yes", answer questions a - f. If "No", move on to Section 7.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels:			
i. More than 1000 tons/year of carbon dioxide (CO_2)	D2g	☐	☐
ii. More than 3.5 tons/year of nitrous oxide (N_2O)	D2g	☐	☐
iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs)	D2g	☐	☐
iv. More than .045 tons/year of sulfur hexafluoride (SF_6)	D2g	☐	☐
v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions	D2g	☐	☐
vi. 43 tons/year or more of methane	D2h	☐	☐
b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.	D2g	☐	☐
c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.	D2f, D2g	☐	☐
d. The proposed action may reach 50% of any of the thresholds in "a" through "c", above.	D2g	☐	☐
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	☐	☐
f. Other impacts: _____		☐	☐

7. Impact on Plants and Animals

The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.) ☑ NO ☐ YES

If "Yes", answer questions a - j. If "No", move on to Section 8.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2o	☐	☐
b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.	E2o	☐	☐
c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2p	☐	☐
d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or the Federal government.	E2p	☐	☐

e. The proposed action may diminish the capacity of a registered National Natural Landmark to support the biological community it was established to protect.	E3c	☐	☐
f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community. Source: _____	E2n	☐	☐
g. The proposed action may substantially interfere with nesting/breeding, foraging, or over-wintering habitat for the predominant species that occupy or use the project site.	E2m	☐	☐
h. The proposed action requires the conversion of more than 10 acres of forest, grassland or any other regionally or locally important habitat. Habitat type & information source: _____	E1b	☐	☐
i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.	D2q	☐	☐
j. Other impacts: _____		☐	☐

8. Impact on Agricultural Resources

The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.) ☑ NO ☐ YES

If "Yes", answer questions a - h. If "No", move on to Section 9.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b	☐	☐
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, E1b	☐	☐
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	☐	☐
d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District.	E1b, E3a	☐	☐
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	El a, E1b	☐	☐
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	☐	☐
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c	☐	☐
h. Other impacts: _____		☐	☐

9. Impact on Aesthetic Resources

The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1. E.1.a, E.1.b, E.3.h.)

☑ NO ☐ YES

If "Yes", answer questions a - g. If "No", go to Section 10.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.	E3h	☐	☐
b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	E3h, C2b	☐	☐
c. The proposed action may be visible from publicly accessible vantage points: i. Seasonally (e.g., screened by summer foliage, but visible during other seasons) ii. Year round	E3h	 ☐ ☐	 ☐ ☐
d. The situation or activity in which viewers are engaged while viewing the proposed action is: i. Routine travel by residents, including travel to and from work ii. Recreational or tourism based activities	E3h E2q, E1c	 ☐ ☐	 ☐ ☐
e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h	☐	☐
f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile ½ -3 mile 3-5 mile 5+ mile	D1a, E1a, D1f, D1g	☐	☐
g. Other impacts: _____		☐	☐

10. Impact on Historic and Archeological Resources

The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.)

☑ NO ☐ YES

If "Yes", answer questions a - e. If "No", go to Section 11.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on or has been nominated by the NYS Board of Historic Preservation for inclusion on the State or National Register of Historic Places.	E3e	☐	☐
b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.	E3f	☐	☐
c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source: _____	E3g	☐	☐

d. Other impacts: _____		☐	☐
e. If any of the above (a-d) are answered "Yes", continue with the following questions to help support conclusions in Part 3:			
i. The proposed action may result in the destruction or alteration of all or part of the site or property.	E3e, E3g, E3f	☐	☐
ii. The proposed action may result in the alteration of the property's setting or integrity.	E3e, E3f, E3g, E1a, E1b	☐	☐
iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting.	E3e, E3f, E3g, E3h, C2, C3	☐	☐

11. Impact on Open Space and Recreation
The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan.
(See Part 1. C.2.c, E.1.c., E.2.q.)
If "Yes", answer questions a - e. If "No", go to Section 12.

☑ NO ☐ YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in an impairment of natural functions, or "ecosystem services", provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.	D2e, E1b E2h, E2m, E2o, E2n, E2p	☐	☐
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	☐	☐
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c E1c, E2q	☐	☐
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	☐	☐
e. Other impacts: _____		☐	☐

12. Impact on Critical Environmental Areas
The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d)
If "Yes", answer questions a - c. If "No", go to Section 13.

☑ NO ☐ YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d	☐	☐
b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.	E3d	☐	☐
c. Other impacts: _____		☐	☐

13. Impact on Transportation
The proposed action may result in a change to existing transportation systems. ☑ NO ☐ YES
(See Part 1. D.2.j)
If "Yes", answer questions a - g. If "No", go to Section 14.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Projected traffic increase may exceed capacity of existing road network.	D2j	☐	☐
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j	☐	☐
c. The proposed action will degrade existing transit access.	D2j	☐	☐
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	☐	☐
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	☐	☐
f. Other impacts: _____		☐	☐

14. Impact on Energy
The proposed action may cause an increase in the use of any form of energy. ☑ NO ☐ YES
(See Part 1. D.2.k)
If "Yes", answer questions a - e. If "No", go to Section 15.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action will require a new, or an upgrade to an existing, substation.	D2k	☐	☐
b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use.	D1f, D1q, D2k	☐	☐
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	☐	☐
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g	☐	☐
e. Other Impacts: _____			

15. Impact on Noise, Odor, and Light
The proposed action may result in an increase in noise, odors, or outdoor lighting. ☑ NO ☐ YES
(See Part 1. D.2.m., n., and o.)
If "Yes", answer questions a - f. If "No", go to Section 16.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may produce sound above noise levels established by local regulation.	D2m	☐	☐
b. The proposed action may result in blasting within 1,500 feet of any residence, hospital, school, licensed day care center, or nursing home.	D2m, E1d	☐	☐
c. The proposed action may result in routine odors for more than one hour per day.	D2o	☐	☐

d. The proposed action may result in light shining onto adjoining properties.	D2n	☐	☐
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	☐	☐
f. Other impacts: _____		☐	☐

16. Impact on Human Health

The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part 1.D.2.q., E.1. d. f. g. and h.) ☑ NO ☐ YES

If "Yes", answer questions a - m. If "No", go to Section 17.

	Relevant Part I Question(s)	No,or small impact may cccur	Moderate to large impact may occur
a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.	E1d	☐	☐
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	☐	☐
c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.	E1g, E1h	☐	☐
d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction).	E1g, E1h	☐	☐
e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health.	E1g, E1h	☐	☐
f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health.	D2t	☐	☐
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	☐	☐
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	☐	☐
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	☐	☐
j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.	E1f, E1g E1h	☐	☐
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g	☐	☐
l. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r	☐	☐
m. Other impacts: _____			

17. Consistency with Community Plans

The proposed action is not consistent with adopted land use plans. (See Part 1. C.1, C.2. and C.3.) ☑ NO ☐ YES

If "Yes", answer questions a - h. If "No", go to Section 18.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action's land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s).	C2, C3, D1a E1a, E1b	☐	☐
b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%.	C2	☐	☐
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3	☐	☐
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2	☐	☐
e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure.	C3, D1c, D1d, D1f, D1d, Elb	☐	☐
f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure.	C4, D2c, D2d D2j	☐	☐
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a	☐	☐
h. Other: _____		☐	☐

18. Consistency with Community Character

The proposed project is inconsistent with the existing community character. (See Part 1. C.2, C.3, D.2, E.3) ☑ NO ☐ YES

If "Yes", answer questions a - g. If "No", proceed to Part 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community.	E3e, E3f, E3g	☐	☐
b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)	C4	☐	☐
c. The proposed action may displace affordable or low-income housing in an area where there is a shortage of such housing.	C2, C3, D1f D1g, E1a	☐	☐
d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.	C2, E3	☐	☐
e. The proposed action is inconsistent with the predominant architectural scale and character.	C2, C3	☐	☐
f. Proposed action is inconsistent with the character of the existing natural landscape.	C2, C3 E1a, E1b E2g, E2h	☐	☐
g. Other impacts: _____		☐	☐

PRINT FULL FORM

COMMON COUNCIL MARCH 25, 2015

RESOLUTION NO. 39

RESOLUTION DETERMINING THAT ACTION TO CONSTRUCT AND INSTALL CERTAIN IMPROVEMENTS TO THE CITY WATER SUPPLY AND DISTRIBUTION SYSTEM WILL NOT HAVE A SIGNIFICANT EFFECT ON THE ENVIRONMENT

By Councilor _____:

WHEREAS, the Common Council of the City of Rome, Oneida County, New York (the "City") is considering undertaking the construction of improvements to the City's water supply and distribution system, including the acquisition and installation of original furnishings, equipment, machinery or apparatus required in connection therewith (the "Project"); and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-b of the Consolidated Laws of New York, as amended (the "SEQR Act") and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York ("DEC"), being 6 NYCRR Part 617, as amended (the "Regulations"), the City desires to determine whether approving the funding of the Project may have a significant effect on the environment and therefore require the preparation of an environmental impact statement; and

WHEREAS, the City has prepared an environmental assessment form for the Project (the "EAF"), a copy of which was presented to and reviewed by the Common Council at this meeting and a copy of which is on file in the office of the City Clerk; and

WHEREAS, pursuant to the Regulations, the Common Council has examined the EAF in order to make a determination as to the potential environmental significance of the Project; and

WHEREAS, the Project does not appear to constitute a "Type I Action" (as defined by the Regulations);

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF ROME, ONEIDA COUNTY, NEW YORK AS FOLLOWS:

1. Based on an examination of the EAF and based further upon the City's knowledge of the area surrounding the Project and such further investigation of the Project and its environmental effects as the City has deemed appropriate, the City makes the following findings with respect to the Project:

(a) The Project is described in the EAF;

(b) The Project constitutes an "unlisted action" (as defined in the Regulations)"

(c) No potentially significant effect on the environment is noted in the EAF for the Project, and none are known to the City;

(d) The Project will not have a significant effect on the environment; and the City will not require the preparation of an environmental impact statement with respect to the Project; and

(e) As a result of the foregoing, the City has prepared a negative declaration with respect to the Project.

2. The City Clerk is hereby directed to maintain a copy of the negative declaration in the Office of the City Clerk in a file that is readily accessible to the public.

3. This resolution shall take effect immediately.

The foregoing resolution was thereupon declared duly adopted.

Seconded by Councilor _____.

AYES & NAYS: Trifeletti ____Mortise____Rogers____Smith____Anderson__
Nash ___ DiMarco_____

ADOPTED: DEFEATED:

COMMON COUNCIL MARCH 25, 2015

RESOLUTION NO. 40

AUTHORIZING THE CLOSING OF A PORTION OF NORTH WASHINGTON STREET ON APRIL 3, 2015 FOR AN EASTER EGG HUNT

By _____:

WHEREAS, the Rome Memorial Day Association has contacted the City of Rome requesting the closing of a portion of North Washington Street, from West Dominick Street to the end of the Bank of America on Friday, April 3, 2015, to allow for the City of Rome's annual East Egg Hunt; now, therefore,

BE IT RESOLVED, that the Common Council of the City of Rome, New York does hereby authorize the closing of a portion of North Washington Street, from West Dominick Street to the end of the Bank of America building, on Friday, April 3, 2015 from 1:00 p.m. to 3:00 p.m. to allow for the City of Rome's annual Easter Egg Hunt to be held on said date, and

BE IT FURTHER RESOLVED, that the above authorization shall take effect upon placement of the appropriate barriers at each end of the affected area.

Seconded by Councilor_____.

AYES & NAYS: Trifeletti ____Mortise____Rogers____Smith____Anderson__
Nash ___ DiMarco_____

ADOPTED: DEFEATED:

COMMON COUNCIL MARCH 25, 2015

RESOLUTION NO. 41

MARTIN STREET SEWER SYSTEM IMPROVEMENT PROJECT
SEQR CLASSIFICATION OF ACTION AND NEGATIVE DECLARATION—
DETERMINATION OF SIGNIFICANCE

By Councilor _____:

WHEREAS, the Common Council, pursuant to Ordinance No. 8983, as amended by Ordinance No. 8987, adopted February 25, 2015, designated the City of Rome, New York as lead agency for the Martin Street Sewer System Improvement Project, and called for an uncoordinated review with all involved agencies; and

WHEREAS, SEQRA regulations found at NYCRR 617.3(a) require that no agency shall carry out, fund, or approve an action until it has complied with the requirements of SEQR; and

WHEREAS, the Common Council served as the lead agency for purposes of an uncoordinated SEQR review of the Martin Street Sewer System Improvement Project, and designated the City of Rome Department of Public Works to be responsible and to prepare all necessary documents to assist the Common Council in fulfilling its duties as lead agency for purposes of said uncoordinated review of the Project; and

WHEREAS, the Common Council has considered both the information provided in the short Environmental Assessment Form (EAF) and the recommendation of the Department of Public Works; now, therefore

BE IT RESOLVED, that based upon its review of the short Environmental Assessment Form (EAF) and the recommendation of the Department of Public Works, the Common Council of the City of Rome, New York hereby find that approval of the Martin Street Sewer System Improvement Project, constitutes an action which will not have a signification impact on the environment and, therefore, does not require preparation of a Draft Environmental Impact Statement; and

BE IT FURTHERE RESOLVED, that this Determination of Significance shall be considered a Negative Declaration made pursuant to Article 8 of the Environmental Conservation Law.

Seconded by Councilor _____.

AYES & NAYS: Trifeletti ____Mortise____Rogers____Smith____Anderson__
Nash ___ DiMarco_____

ADOPTED: DEFEATED:

COMMON COUNCIL MARCH 25, 2015

ORDINANCE NO. 8989

AUTHORIZING APRIL 6, 2015 THROUGH APRIL 10, 2015 AS AN AMNESTY PERIOD RELATIVE TO THE LATE FEE NORMALLY CHARGED FOR DOG LICENSING

By Councilor _____:

WHEREAS, Rome City Clerk, Louise S. Glasso, has suggested that April 6, 2015, through April 10, 2015, be designated as an amnesty period whereby the late fee of $20.00 per dog not licensed within sixty (60) days of expiration of the previous license currently in place in the Rome Code of Ordinances be waived for individuals with out-of-date dog licenses to make their dogs' licenses current; now, therefore,

BE IT ORDAINED, by the Common Council of the City of Rome, New York, that April 6, 2015, through April 10, 2015, be and is whereby declared to be an amnesty period whereby the late fee of $20.00 per dog not licensed within sixty (60) days of expiration of the previous license currently in place in the Rome Code of Ordinances shall be waived for individuals with out-of-date dog licenses to make their dogs' licenses current.

Seconded by Councilor _____.
By Councilor_____

RESOLVED, that the unanimous consent of this Common Council be, and the same hereby is given to the consideration of Ordinance No. 8989

Seconded by Councilor_____

AYES & NAYS: Trifeletti ____Mortise____Rogers____Smith____Anderson__
Nash ___ DiMarco_____

ORDINANCE NO. 8989
AYES & NAYS: Trifeletti ____Mortise____Rogers____Smith____Anderson____
Nash ____ DiMarco_____

ADOPTED: DEFEATED:

COMMON COUNCIL MARCH 25, 2015

ORDINANCE NO. 8990

AUTHORIZING THE ISSUANCE OF $10,800,000 BONDS OF THE CITY OF ROME, ONEIDA COUNTY, NEW YORK, TO PAY COSTS OF IMPROVEMENTS TO THE CITY WATER SUPPLY AND DISTRIBUTION SYSTEM

By Councilor _____:

WHEREAS, all conditions precedent to the financing of the capital project hereinafter described, including compliance with the provisions of the State Environmental Quality Review Act, have been performed, now, therefore,

BE IT ORDAINED, by the affirmative vote of not less than two-thirds of the total voting strength of the Common Council of the City of Rome, Oneida County, New York, as follows:

Section 1. The City of Rome, Oneida County, New York (the "City") is hereby authorized to undertake the construction of improvements to the City's water supply and distribution system, including the acquisition and installation of original furnishings, equipment, machinery or apparatus required in connection therewith, at an estimated maximum cost of $10,800,000 and to issue an aggregate $10,800,000 in serial bonds pursuant to the provisions of the Local Finance Law to finance the estimated costs of the aforesaid class of objects or purposes.

Section 2. It is hereby determined that the maximum estimated cost of the aforesaid class of objects or purposes is $10,800,000, said amount is hereby appropriated therefor and the plan for the financing thereof shall consist of the issuance of $10,800,000 in serial bonds (the "Bonds") of the City authorized to be issued pursuant to this Ordinance; **PROVIDED, HOWEVER,** that to the extent that any Federal or State grants-in-aid are received for such class of objects or purposes, the amount of bonds to be issued pursuant to this ordinance shall be reduced dollar for dollar.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is forty (40) years pursuant to paragraph 1 of Section 11.00(a) of the Local Finance Law. The proposed maturity of the bonds will be in excess of five (5) years.

Section 4. Pursuant to Section 107.00(d)(9) of the Local Finance Law, current funds are not required to be provided prior to issuance of the Bonds or any bond anticipation notes issued in anticipation of issuance of the Bonds.

Section 5. The temporary use of available funds of the City, not immediately required for the purpose or purposes for which the same were borrowed, raised or otherwise created, is hereby authorized pursuant to Section 165.10 of the Local Finance Law, for the capital purposes described in Section 1 of this Ordinance.

Section 6. The Bonds and any bond anticipation notes issued in anticipation of the Bonds, shall contain the recital of validity prescribed by Section 52.00 of the Local Finance Law and the Bonds, and any bond anticipation notes issued in anticipation of the Bonds, shall be general obligations of the City, payable as to both principal and interest by a general tax upon all the real property within the City without legal or constitutional limitation as to rate or amount. The faith and credit of the City are hereby irrevocably pledged to the punctual payment of the principal of and interest on the Bonds, and any bond anticipation notes issued in anticipation of the Bonds, and provision shall be made annually in the budget of the City by appropriation for (a) the amortization and redemption of the Bonds and bond anticipation notes to mature in such year, and (b) the payment of interest to be due and payable in such year.

Section 7. Subject to the provisions of this Ordinance and of the Local Finance Law, and pursuant to the provisions of Sections 21.00, 30.00, 50.00 and 56.00 to 63.00, inclusive, of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the Bonds herein authorized, including renewals of such notes, and the power to prescribe the terms, form and contents of the Bonds, and any bond anticipation notes, and the power to sell and deliver the Bonds and any bond anticipation notes issued in anticipation of the issuance of the Bonds, and the power to issue bonds providing for level or substantially level or declining annual debt service, is hereby delegated to the City Treasurer, the Chief Fiscal Officer of the City.

Section 8. This Ordinance is intended to constitute the declaration of the City's "official intent" to reimburse the expenditures authorized by this Ordinance with the proceeds of the Bonds and bond anticipation notes authorized herein, as required by Treasury Regulation Section 1.150-2. Other than as specified in this Ordinance, no moneys are reasonably expected to be received, allocated on a long term basis, or otherwise set aside with respect to the permanent funding of the objects or purposes described herein.

Section 9. The serial bonds and bond anticipation notes authorized to be issued by this Ordinance are hereby authorized to be consolidated, at the option of the City's Treasurer, the Chief Fiscal Officer, with the serial bonds and bond anticipation notes authorized by other Bond Ordinances previously or hereafter adopted by the Common Council for purposes of sale in to one or more bond or note issues aggregating an amount not to exceed the amount authorized in such ordinances. All maters regarding the sale of the bonds, including the date of the bonds, the consolidation of the serial bonds and the bond anticipation notes with other issues of the City and the serial maturities of the bonds are hereby delegated to the City Treasurer, the Chief Fiscal Officer of the City.

Section 10. The validity of the Bonds authorized by this Ordinance and of any bond anticipation notes issued in anticipation of the Bonds may be contested only if:

(a) such obligations are authorized for an object or purpose for which the City is not authorized to expend money; or

(b) the provisions of law which should be complied with at the date of the publication of this Ordinance or a summary hereof are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication; or

(c) such obligations are authorized in violation of the provisions of the Constitution.

Section 11. The City Treasurer, as Chief Fiscal Officer of the City, is hereby authorized to enter into an undertaking for the benefit of the holders of the Bonds from time to time, and any bond anticipation notes issued in anticipation of the sale of the Bonds, requiring the City to provide secondary market disclosure as required by Securities and Exchange Commission Rule 15c2-12.

Section 12. This Ordinance, or a summary of this Ordinance, shall be published in the official newspapers of the City for such purpose, together with a notice of the Clerk of the City in substantially the form provided in Section 81.00 of the Local Finance Law.

Section 13. This Ordinance is not subject to a mandatory or permissive referendum.

Section 14. The Council hereby determines that the provisions of the State Environmental Quality Review Act and the regulations thereunder have previously been satisfied with respect to the expenditures authorized by this Ordinance.

Section 15. This Ordinance shall take effect immediately upon its adoption.

Seconded by Councilor _____.
By Councilor _____.

RESOLVED, that the unanimous consent of this Common Council be, and the same hereby is given to the consideration of Ordinance No. 8990

Seconded by Councilor_____

AYES & NAYS: Trifeletti ____Mortise____Rogers____Smith____Anderson__
Nash ___ DiMarco_____

ORDINANCE NO. 8990
AYES & NAYS: Trifeletti ____Mortise____Rogers____Smith____Anderson____
Nash ____ DiMarco_____

ADOPTED: DEFEATED:

COMMON COUNCIL MARCH 25, 2015

ORDINANCE NO. 8991

AUTHORIZING AN INTERMUNICIPAL AGREEMENT WITH THE COUNTY OF ONEIDA RELATIVE TO ROADSIDE MOWING TO BE PROVIDED BY THE CITY OF ROME.

By Councilor_____:

WHEREAS, the County of Oneida has approached the City of Rome with a proposal whereby the City will expend City labor and equipment for roadside mowing on the improved County Road System, with the City of Rome to be reimbursed by the County of Oneida at a total cost not to exceed $6,513.75 for the term of the proposed agreement, namely, May 15, 2015 through November 1, 2015, and

WHEREAS, Frank D. Tallarino, Jr., Commissioner of Public Works for the City of Rome has requested that an agreement be entered into between the City of Rome and the County of Oneida for the City's roadside mowing on the improved County Road System, now, therefore,

BE IT ORDAINED, that the Mayor of the City of Rome be and is hereby authorized to enter into an agreement between the City of Rome and the County of Oneida whereby the City of Rome will provide roadside mowing on a total of 17.37 miles of the improved County Road System within the City of Rome, New York, from May 15, 2015 through November 1, 2015, with the City to furnish labor and equipment at a rate of $375.00 per mile for labor and equipment, see Roadside Mowing Agreement attached hereto, with a total reimbursement by the County to the City of Rome in an amount not to exceed $6,513.75.

Seconded by Councilor _____.
By Councilor_____

RESOLVED, that the unanimous consent of this Common Council be, and the same hereby is given to the consideration of Ordinance No. 8991

Seconded by Councilor_____

AYES & NAYS: Trifeletti ____Mortise____Rogers____Smith____Anderson__
Nash ___ DiMarco_____

ORDINANCE NO. 8991
AYES & NAYS: Trifeletti ____Mortise____Rogers____Smith____Anderson____
Nash ____ DiMarco_____

ADOPTED: DEFEATED:

ROADSIDE MOWING AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2015 by and between the County of Oneida, a municipal corporation organized and existing pursuant to the laws of the State of New York, hereinafter referred to as "County" and the City of Rome, a municipal corporation organized and existing pursuant to the laws of the State of New York, hereinafter called "City".

WHEREAS, the County proposes the City perform roadside mowing on the improved County road system located within the geographical boundaries of the City for an agreed-upon price and pursuant to agreed-upon terms and conditions, and

WHEREAS, the City Board of the City has adopted a resolution authorizing the City to enter into this Agreement and thereby accepting the proposal of the County, now, therefore

In consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, County and City agree as follows:

1. The term of this Agreement shall be from May 15, 2015, to November 1, 2015.

2. The City will furnish machinery and labor to perform roadside mowing on the improved County road system located within the geographical boundaries of the City (hereinafter the "Roads").
   a) The City will keep the right of way portions of the Roads mowed in accordance with the guidelines set forth in paragraph 2.b. below.
   b) The City will mow said Roads as follows:
      i) The first pass shall be one pass to the ditch and around all intersections and driveways
      ii) The second pass shall include all of the County right of way as practical
      iii) The third pass shall be at the option of the County and will involve one pass to the ditch and around all intersections and driveways. The need for a third pass shall be determined by the County's Deputy Commissioner of Public Works or designee(s).

3. The County may loan equipment to the City for the performance of roadside mowing pursuant to this Agreement, including but not limited to a tractor-mower.
   a) The City is responsible for the upkeep of any loaned County equipment.
   b) The County makes no warranty of fitness or usability related to any loaned County equipment.
   c) During the time any loaned County equipment is in the possession of the City, said equipment shall be added to City's list of property insured by City, by a policy or policies 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. The City shall provide a certificate or certificates of insurance showing the property insured by the City prior to the use of the loaded equipment, and said certificate or certificates shall provide that such coverage shall not be terminated without prior written notice to the County at least thirty (30) days prior to said termination.

4. The parties hereby agree that the Roads consist of 17.37 miles of the improved County road system located within the geographical boundaries of the City, as set forth in the map attached hereto and made a part hereof as Exhibit 1.

5. The County shall pay the City the sum of $375.00 per mile, for a total cost not to exceed $6,513.75.

6. The County reserves the right, upon written notice to the town, to withhold payment under this Agreement and to correct any conditions which do not meet the requirements set forth herein and to deduct the cost of such corrections from the amounts due under this Agreement.

7. The City further shall save the County harmless from all claims for labor or materials used in the Town's performance under this Agreement.

8. The City shall secure and maintain safe work sites, equipment and conditions in accordance with all requirements of state and federal law.

9. The City shall secure all permits required to perform its duties under this Agreement and will comply with all applicable federal, state, county and municipal laws, rules, ordinances and regulations.

10. The City agrees that it shall defend, indemnify and hold harmless the County from and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgments arising from property damage, personal injuries or death to persons arising from or out of the work of the City and its agents, servants or employees, and from any loss or damage arising from the acts or failure to act or any default or negligence by the City or failure on the part of the City to comply with any of the covenants, terms or conditions of this agreement. The City shall not be required to defend and indemnify the County against claims alleging negligent acts of commission or omission attributable solely to the County, including claims alleging negligent design or signing of the Roads.

11. The City 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 services to be performed under the agreement. The City agrees to have the County named as additional insured on a primary, non-contributory basis to said policies, and to provide the County with certificates from said insurance company or companies showing the County as additional insured prior to the execution of this Agreement, 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 in accordance with the schedule attached hereto as Exhibit "1".

12. The City agrees that it will, at its own expense, at all times during the terms of this Agreement, procure and maintain in force a policy 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 claims under the Worker's Compensation Act.

13. The City covenants and agrees that its officers, agents, directors, employees or members, in accordance with the status of the City as an independent entity, 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.

14. 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.

15. 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.

16. If any provision of this Agreement or any part thereof is or becomes void or unenforceable by force or operation of law, the parties agree that this Agreement shall be reformed to replace the stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Further, the parties agree that all other provisions shall remain valid and enforceable.

17. 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.

18. In performing under this Agreement, all applicable governmental laws, regulations, orders, ordinances and other rules of duly constituted authority will be followed and complied with in all respects by all parties.

19. This agreement shall be construed and enforced in accordance with the laws of the State of New York.

20. This Agreement contains the binding agreement between the parties and supersedes all other agreements and representations, written or oral, on the subject matter of this Agreement.

21. All exhibits to which reference is made are deemed incorporated in this Agreement, whether or not actually attached.

22. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument.

COUNTY OF ONEIDA

By: _____
Dennis S Davis, Commissioner
Oneida County DPW

COUNTY OF ONEIDA

By: _____
Anthony J. Picente Jr.
Oneida County Executive

APPROVED AS TO FORM

By: _____
Oneida County Attorney

CITY OF ROME

By: _____
Mayor of Rome

By: _____
Commissioner of Public Works
City of Rome

Exhibit I

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

PRODUCER

Insurance Agent; Name and Address

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A:	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED

Contractor; Name and Address

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC				EACH OCCURRENCE	$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
						MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 2,000,000
						PRODUCTS - COMP/OP AGG	$ 2,000,000
A		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
A		EXCESS/UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE	$ 2,000,000
						AGGREGATE	$ 2,000,000
							$
							$
							$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				Provide Limits As Required by New York Stae Law	
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Oneida County added as a named insured to General, Auto, and Excess Liability policies on a primary basis.

CERTIFICATE HOLDER

County of Oneida & Department of Public Works
c/o Commissioner of Finance
800 Park Ave., Utica, NY 13501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

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 statue 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 (HIPPA).

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.

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

City of Rome

By:_____
Mayor

Approved as to Form only

_____
Oneida County Attorney

COMMON COUNCIL MARCH 25, 2015

ORDINANCE NO. 8992

AUTHORIZING THE SALE OF PROPERTY (PORTION OF CLINTON AVENUE (UNDEVELOPED) BETWEEN EAST FOX STREET TO THE SOUTH AND EAST THOMAS STREET TO THE NORTH)

By Councilor _____:

WHEREAS, pursuant to Ordinance No. 8986, adopted on February 25, 2015, the Common Council of the City of Rome, New York authorized the discontinuance of a portion of Clinton Avenue (undeveloped) between E. Fox Street to the south and East Thomas Street to the north and which bi-sects property owned by Joyce Finegan, hereinafter as "Discontinued Property" and which is more accurately depicted on the map attached hereto and made a part hereof as Exhibit "A", and;

WHEREAS, a public auction was held on March 24, 2015, at which interested persons or entities were able to bid on the Discontinued Property in an amount equal to or greater than Two Hundred Fifty and 00/100 Dollars ($250.00), which resulted in the City of Rome receiving a bid for the Property from an interested person, which said bid has been deemed a viable and reasonable bid for same; now, therefore,

BE IT ORDAINED, by the City of Rome Common Council that the Mayor of the City of Rome is hereby authorized to convey that portion of Clinton Avenue, which was discontinued by Ordinance No. 8986, adopted February 25, 2015, be sold to _____, hereinafter as "Purchaser", for the amount of _____ and __/100 Dollars ($_____.____), and that same be deemed reasonable and sufficient consideration for same; and

BE IT FURTHER ORDAINED, by the City of Rome Common Council that the sale and conveyance of the discontinued property be and is contingent upon the Purchaser being responsible for all costs and expenses associated with the transfer of the discontinued property

Seconded by Councilor _____.
By Councilor_____

RESOLVED, that the unanimous consent of this Common Council be, and the same hereby is given to the consideration of Ordinance No. 8992

Seconded by Councilor_____

AYES & NAYS: Trifeletti ____Mortise____Rogers____Smith____Anderson__
Nash ___ DiMarco_____

ORDINANCE NO. 8992
AYES & NAYS: Trifeletti ____Mortise____Rogers____Smith____Anderson____
Nash _____ DiMarco_____

ADOPTED: DEFEATED:

EXHIBIT "A"