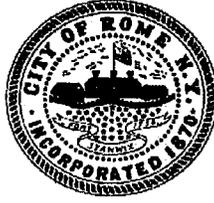


OFFICE OF THE COMMON COUNCIL
CITY HALL – ROME, NEW YORK 13440



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

MAY 13, 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

B. COMMUNICATIONS.

The following financial reports for quarter ended 3/31/15, is on file in the City Clerk's Office:
Jervis Library, 2014 ebay sales report is on file in the City Clerk's Office.

Rome Fire Department's travel report for quarter ended 3/31/15 – On file in City Clerk's Office

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. 54

B

ACCEPTING DONATION PRESENTED TO THE CITY OF ROME DEPARTMENT OF PARKS AND RECREATION FOR SPONSORSHIP TOWARDS THE SUMMER CONCERT SERIES. Lovett

RES. NO. 55

C

ACCEPTING DONATION PRESENTED TO THE CITY OF ROME DEPARTMENT OF PARKS AND RECREATION TO BE USED TOWARDS THE PURCHASE OF FLOWERS TO BE PLANTED WITHIN THE CITY OF ROME. Lovett

RES. NO. 56

D

AUTHORIZING THE CLOSING OF A PORTION OF NORTH JAMES STREET FROM ERIE BOULEVARD TO WEST LIBERTY STREET FOR THE "2015 CYCLING THE ERIE CANAL EVENT" AND FURTHER AUTHORIZING THE USE OF THE FORT STANWIX PARKING GARAGE IN THE CASE OF INCLEMENT WEATHER. Mazzafarro

RES. NO. 57

E

AUTHORIZING AMENDMENT TO THE 2015 CITY OF ROME ANNUAL BUDGET TO PERMIT THE PURCHASE OF EQUIPMENT. Nolan

RES. NO. 58

F

ACCEPTING DONATION PRESENTED TO THE CITY OF ROME DEPARTMENT OF PARKS AND RECREATION TO BE USED TOWARDS THE PURCHASE OF FLOWERS TO BE PLANTED WITHIN THE CITY OF ROME. Lovett

RES. NO. 59

G

RESOLUTION DETERMINING THAT THE PROPOSED ACTION IS A TYPE II ACTION FOR PURPOSES OF THE NEW YORK STATE ENVIRONMENTAL QUALITY REVIEW ACT. DiBari

RES. NO. 60

H

RESOLUTION DETERMINING THAT THE PROPOSED ACTION IS A TYPE II ACTION FOR PURPOSES OF THE NEW YORK STATE ENVIRONMENTAL QUALITY REVIEW ACT. DiBari

RES. NO. 61

L

AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH AN AUDITING FIRM OR CERTIFIED PUBLIC ACCOUNTANT FOR 2015. Nolan

13. ORDINANCES

A.

%Lacking Unanimous Consent

B.

Current Legislation

ORD. NO. 9000

A

AUTHORIZING THE ISSUANCE OF NOT EXCEED \$850,000 BONDS OF THE CITY OF ROME, ONEIDA COUNTY, NEW YORK, TO PAY COSTS OF IMPROVEMENTS TO THE CITY SEWER SYSTEM. Nolan

ORD. NO. 9001

J

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

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 ~~ May 27, 2015**

COMMON COUNCIL

MAY 13, 2015

RESOLUTION NO. 54

ACCEPTING DONATION PRESENTED TO THE
CITY OF ROME DEPARTMENT OF PARKS AND RECREATION
FOR SPONSORSHIP TOWARDS THE SUMMER CONCERT SERIES

By Councilor _____:

WHEREAS, Ace Hardware Co., of Rome, New York, has contacted the City of Rome Department of Parks and Recreation with a monetary donation for sponsorship towards the 2015 Summer Concert Series; and

WHEREAS, pursuant to Section 25 of the Rome City Charter, the City of Rome Common Council may authorize the acceptance of donations made to the City of Rome on behalf of the City of Rome; now, therefore,

BE IT RESOLVED, by the Common Council of the City of Rome, New York, that a monetary donation of \$25.00 from Ace Hardware Co., shall be gratefully accepted by the City of Rome to be used for sponsorship towards the 2015 Summer Concert Series; and

BE IT FURTHER RESOLVED, that the Common Council hereby expresses its appreciation to Ace Hardware, Co., for the monetary donation of \$25.00 for sponsorship towards the 2015 Summer Concert Series.

Seconded by Councilor _____.

AYES & NAYS: Trifeletti ___ Mortise ___ Rogers ___ Smith ___ Anderson ___
Nash ___ DiMarco _____

ADOPTED:

DEFEATED:

RESOLUTION NO. 55

ACCEPTING DONATION PRESENTED TO THE
CITY OF ROME DEPARTMENT OF PARKS AND RECREATION
TO BE USED TOWARDS THE PURCHASE OF FLOWERS
TO BE PLANTED WITHIN THE CITY OF ROME.

By Councilor _____:

WHEREAS, Norbert Dole, of Rome, New York, has contacted the City of Rome Department of Parks and Recreation with a monetary donation to be used towards the purchase of flowers to be planted within the City of Rome, New York; and

WHEREAS, pursuant to Section 25 of the Rome City Charter, the City of Rome Common Council may authorize the acceptance of donations made to the City of Rome on behalf of the City of Rome; now, therefore,

BE IT RESOLVED, by the Common Council of the City of Rome, New York, that a monetary donation of \$200.00 from Norbert Dole, shall be gratefully accepted by the City of Rome to be used towards the purchase of flowers to be planted within the City of Rome, New York; and

BE IT FURTHER RESOLVED, that the Common Council hereby expresses its appreciation to Norbert Dole, for the monetary donation of \$200.00 to be used towards purchase of flowers to be planted within the City of Rome, New York.

Seconded by Councilor _____.

AYES & NAYS: Trifeletti ___Mortise___Rogers___Smith___Anderson___
Nash ___ DiMarco_____

ADOPTED:

DEFEATED:

RESOLUTION NO. 56

AUTHORIZING THE CLOSING OF A PORTION OF NORTH JAMES STREET
FROM ERIE BOULEVARD TO WEST LIBERTY STREET FOR THE
“2015 CYCLING THE ERIE CANAL EVENT” AND FURTHER AUTHORIZING THE USE
OF THE FORT STANWIX PARKING GARAGE IN THE CASE OF INCLEMENT
WEATHER

By Councilor _____:

WHEREAS, John Mazzaferro, Common Council President for the City of Rome, New York, has requested the closing of North James Street, from the southerly boundary of where North James Street intersects with West Liberty Street to the intersection of North James Street and Erie Boulevard, from 5:00 p.m. on Friday, July 17, 2015, to 7:00 a.m. on Saturday, July 18, 2015, in conjunction with the “2015 Cycling the Erie Canal Event”; now, therefore

BE IT RESOLVED, that the Common Council of the City of Rome, New York, does hereby authorize the closing of North James Street, from the southerly boundary of where North James Street intersects with West Liberty Street to the intersection of North James Street and Erie Boulevard, from 5:00 p.m. on Friday, July 17, 2015, to 7:00 a.m. on Saturday, July 18, 2015, in conjunction with the “2015 Cycling the Erie Canal Event”; and

BE IT FURTHER RESOLVED, that this authorization is contingent upon the above organization providing the City of Rome with a certificate of insurance in the amount of \$1,000,000 per occurrence for bodily injury and death/property damage and a minimum general aggregate coverage of \$2,000,000, naming the City of Rome as an additional insured, and indemnifying and holding the City of Rome harmless from any and all liability arising out of the closing of a portion of North James Street, from the southerly boundary of where North James Street intersects with West Liberty Street to the intersection of North James Street and Erie Boulevard, as outlined hereinabove; 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; and

BE IT FURTHER RESOLVED, that during the aforesaid time frame of 5:00 p.m. on Friday, July 17, 2015 to 7:00 a.m. on Saturday, July 18, 2015, in conjunction with the "2015 Cycling the Erie Canal Event", the Fort Stanwix Parking Garage, 2nd floor level, with security and staffing provided by the "2015 Cycling the Erie Canal Event", shall be made available to the cyclists participating in the "2015 Cycling the Erie Canal Event" in the case of inclement weather.

Seconded by Councilor _____.

AYES & NAYS: Trifeletti ___ Mortise ___ Rogers ___ Smith ___ Anderson ___
Nash ___ DiMarco _____

ADOPTED:

DEFEATED:

RESOLUTION NO. 57

AUTHORIZING AMENDMENT TO THE 2015 CITY OF ROME ANNUAL BUDGET TO PERMIT THE PURCHASE OF EQUIPMENT

By Councilor _____:

WHEREAS, pursuant to Rome City Charter §89, the Common Council has authority regarding purchases of City equipment and the authority to amend the City Budget to purchase same; and

WHEREAS, David C. Nolan, Treasurer for the City of Rome, has requested to amend the 2015 Budget for the purchase of equipment which will enable two Code Enforcement Officers to securely access the City network while in their cars at the scene of Code infractions. More specifically the equipment account of the Information Technology department to be increased as follows:

AG1680.208 Information Technology: Equipment

(2) Samsung Galaxy Tablets and (1) one HP Officejet 100 Mobile Printer \$1,600.00; now, therefore,

BE IT RESOLVED, that the Common Council of the City of Rome hereby authorizes an amendment to the 2015 Annual Budget, by which the City of Rome is authorized to purchase (2) Samsung Galaxy Tablets and (1) one HP Officejet 100 Mobile Printer at a total amount not to exceed \$1,600.00, whereby the 2015 Budget will be amended by increasing AG1680.208 in the amount of \$1,600.00; and

BE IT FURTHER RESOLVED, that the City of Rome Treasurer is directed to make such changes as may be necessary to effectuate the amendment authorized hereby and that the purchase of said refuse containers be consistent with the City's policies and procedures, including approval of the purchase contract by the Board of Estimate and Contract.

Seconded By Councilor_____

AYES & NAYS: Trifeletti ___Mortise___Rogers___Smith___Anderson___
Nash ___ DiMarco_____

ADOPTED:

DEFEATED:

RESOLUTION NO. 58

ACCEPTING DONATION PRESENTED TO THE
CITY OF ROME DEPARTMENT OF PARKS AND RECREATION
TO BE USED TOWARDS THE PURCHASE OF FLOWERS
TO BE PLANTED WITHIN THE CITY OF ROME.

By Councilor _____:

WHEREAS, Linda Iannotti, of Rome, New York, has contacted the City of Rome Department of Parks and Recreation with a monetary donation to be used towards the purchase of flowers to be planted within the City of Rome, New York; and

WHEREAS, pursuant to Section 25 of the Rome City Charter, the City of Rome Common Council may authorize the acceptance of donations made to the City of Rome on behalf of the City of Rome; now, therefore,

BE IT RESOLVED, by the Common Council of the City of Rome, New York, that a monetary donation of \$155.00 from Linda Iannotti, in memory of Nicholas Iannotti, shall be gratefully accepted by the City of Rome to be used towards the purchase of flowers to be planted within the City of Rome, New York; and

BE IT FURTHER RESOLVED, that the Common Council hereby expresses its appreciation to Linda Iannotti, for the monetary donation of \$155.00 to be used towards purchase of flowers to be planted within the City of Rome, New York.

Seconded by Councilor _____.

AYES & NAYS: Trifeletti ___Mortise___Rogers___Smith___Anderson___
Nash ___ DiMarco_____

ADOPTED:

DEFEATED:

RESOLUTION NO. 59

RESOLUTION DETERMINING THAT THE PROPOSED ACTION IS A TYPE II ACTION FOR PURPOSES OF THE NEW YORK STATE ENVIRONMENTAL QUALITY REVIEW ACT

By Councilor _____

WHEREAS, the Common Council of the City of Rome, Oneida County, New York (the "City") is considering undertaking the East Dominick Street from Grey to Green Project (the "Project"); and

WHEREAS, pursuant to the New York State Environmental Quality Review Act (the "SEQR Act") and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York, being 6 NYCRR Part 617, as amended (the "Regulations"), the City desires to comply with the SEQR Act and the Regulations with respect to the Project;

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

1. The Project constitutes a "Type II Action" under 6 NYCRR § 617.5(c)(25) and no further action under the SEQR Act and the Regulations is required.
2. 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:

RESOLUTION NO. 60

RESOLUTION DETERMINING THAT THE PROPOSED ACTION
IS A TYPE II ACTION FOR PURPOSES OF THE NEW YORK STATE
ENVIRONMENTAL QUALITY REVIEW ACT

By Councilor _____

WHEREAS, the Common Council of the City of Rome, Oneida County, New York (the "City") is considering undertaking the Closing the Gaps Project (the "Project"); and

WHEREAS, pursuant to the New York State Environmental Quality Review Act (the "SEQR Act") and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York, being 6 NYCRR Part 617, as amended (the "Regulations"), the City desires to comply with the SEQR Act and the Regulations with respect to the Project;

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

1. The Project constitutes a "Type II Action" under 6 NYCRR § 617.5(c)(25) and no further action under the SEQR Act and the Regulations is required.
2. 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:

RESOLUTION NO. 61

AUTHORIZING THE MAYOR TO ENTER INTO AN
AGREEMENT WITH AN AUDITING FIRM OR
CERTIFIED PUBLIC ACCOUNTANT FOR 2015

By Councilor _____:

WHEREAS, Section 93 Title A of the City Charter Laws provides that the Common Council shall enter into an agreement for each fiscal year with a certified public accountant or firm of accountants for a continuous audit of the City's financial operations for such year; now, therefore,

BE IT RESOLVED, that the City of Rome shall enter into an agreement with the firm of D'Arcangelo & Co. for the year 2015 in the amount of \$75,400.00; and

BE IT FURTHER RESOLVED, the total sum of \$75,400.00 to be paid to D'Arcangelo & Co. for the year 2015 shall be broken down as follows:

Fee for services: \$69,900.00
(which includes \$7,500.00 for the Single Audit of Federal grants received)
Preparation of NYS Annual Report: \$5,500.00

and,

BE IT FURTHER RESOLVED, that the Mayor is authorized to execute the necessary agreement.

Seconded by Councilor _____.

AYES & NAYS: Trifeletti ___ Mortise ___ Rogers ___ Smith ___ Anderson ___
Nash ___ DiMarco ___

ADOPTED:

DEFEATED:

ORDINANCE NO. 9000

AUTHORIZING THE ISSUANCE OF NOT EXCEED \$850,000 BONDS OF THE
CITY OF ROME, ONEIDA COUNTY, NEW YORK, TO PAY COSTS OF
IMPROVEMENTS TO THE CITY SEWER 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 (the "City"), as follows:

Section 1. The City is hereby authorized to undertake the construction of improvements to the City's sewer system, including the acquisition and installation of original furnishings, equipment, machinery or apparatus and environmental, engineering, feasibility and other studies, at an estimated maximum cost of \$850,000, and to issue serial bonds, the aggregate principal amount not to exceed \$850,000, 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 \$850,000, said amount is hereby appropriated therefor and the plan for the financing thereof shall consist of the issuance of not to exceed \$850,000 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 subdivision 4 of paragraph (a) of Section 11.00 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 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 matters 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 United States Securities and Exchange Commission Rule 15c2-12.

Section 12. This Ordinance, or a summary of this Ordinance, shall be published in the official newspaper 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. 9000

Seconded by Councilor _____

AYES & NAYS: Trifeletti ___Mortise___Rogers___Smith___Anderson___
Nash ___ DiMarco_____

ORDINANCE NO. 9000

AYES & NAYS: Trifeletti ___Mortise___Rogers___Smith___Anderson___
Nash ___ DiMarco_____

ADOPTED:

DEFEATED:

ORDINANCE NO. 9001

AUTHORIZING AN INTERMUNICIPAL AGREEMENT WITH THE COUNTY OF ONEIDA RELATIVE TO ROADSIDE DITCHING 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 up to forty (40) hours to ditch County roads within the City of Rome, with the City of Rome to be reimbursed by the County of Oneida at a total cost not to exceed Twelve Thousand Six Hundred and 00/100 Dollars (\$12,600.00) for the term of the proposed agreement, namely, May 1, 2015 through December 1, 2015, which is attached hereto and made part of this Resolution; 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 ditching of County roads within the City of Rome; 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 ditching on the improved County Road system within the City of Rome, New York, from May 1, 2015 through December 1, 2015, with the City to furnish labor and equipment at the rates listed as per the attached document, with a total reimbursement by the County to the City of Rome in the amount not to exceed Twelve Thousand Six Hundred and 00/100 Dollars \$12,600.00.

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. 9001

Seconded by Councilor _____

AYES & NAYS: Trifeletti ___ Mortise___ Rogers___ Smith___ Anderson___
Nash ___ DiMarco_____

ORDINANCE NO. 9001

AYES & NAYS: Trifeletti ___ Mortise___ Rogers___ Smith___ Anderson___
Nash ___ DiMarco_____

ADOPTED:

DEFEATED:

ROADSIDE DITCHING 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 ditching 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 1, 2015 to December 1, 2015.
2. The City will ditch the right of way portions of Roads or designated areas as directed by the County. The City agrees to comply with the provisions set forth in the Addendum attached hereto as if set forth herein in full. A list of designated areas will be provided to the City by the County prior to the Construction season.
 - a) The County will designate the areas to be ditched.
3. The City agrees to expend up to 40 hours to ditch the Roads. After the City has completed the roadside ditching on the designated area of the Roads, the City will submit an Invoice to the County that provides the dates, locations, equipment, and labor used by the City to complete the ditching in order to receive payment.
4. The County agrees to reimburse the City for its labor and equipment at the following rates:

a. Gradall, 2- single axle trucks, flag-person and operators	\$275 per hour.
b. Gradall, 1- tandem, 1-single axle trucks, flag-person and operators	\$300 per hour.
c. Gradall, 2- tandem axle trucks, flag-person and operators	\$315 per hour.
d. Gradall, 2- tandem axle trucks and operators	\$290 per hour.
e. Gradall, 2- single axle trucks and operators	\$270 per hour.
f. Backhoe, 2-single axle trucks and operators	\$260 per hour
5. The County reserves the right, upon written notice to the City, to withhold payment under this Agreement and to correct any conditions which do not meet requirements set forth herein and to deduct the cost of such corrections from the amounts due under this Agreement.
6. The City further shall save the County harmless from all claims for labor or materials used in the City's performance under this Agreement.

7. The City shall secure and maintain safe work sites, equipment and conditions in accordance with all requirements of state and federal law.
8. 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.
9. 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.
10. 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 thirty (30) days prior to said termination. Specific Insurance minimum requirements shall be in accordance with the schedule attached hereto as Exhibit "1".
11. 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.
12. 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.
13. 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.
14. 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.

15. 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.
16. 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.
17. 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.
18. This agreement shall be construed and enforced in accordance with the laws of the State of New York.
19. 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.
20. All exhibits to which reference is made are deemed incorporated in this Agreement, whether or not actually attached.
21. 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

CITY OF ROME

Dennis S. Davis, Commissioner
Oneida County DPW

Mayor

COUNTY OF ONEIDA

Rome Commissioner of Public Works

Anthony J. Picente Jr.
Oneida County Executive

APPROVED AS TO FORM

Oneida County Attorney

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.	
INSURED Contractor; Name and Address	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		

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	ADP/L	TR	INSRT	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A				GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> 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 <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> 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 <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
A				EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> 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 OTHER				Provide Limits As Required by New York State Law

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

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

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

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

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

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

2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.
Place of Performance (street, address, city, county, state, zip code).

- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. Health Insurance Portability and Accountability Act (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

Contractor

By: _____

By: _____

Oneida County Executive

Mayor, City of Rome

Approved as to Form only

Oneida County Attorney