



BOARD OF ESTIMATE AND CONTRACT

Jacqueline M. Izzo
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Louise S. Glasso
City Clerk
Gerard F. Feeney
Corporation Counsel
David C. Nolan
City Treasurer

Rome City Hall
198 N. Washington St.
Rome, NY 13440
www.romenewyork.com

BOARD OF ESTIMATE AND CONTRACT MEETING REGULAR SESSION

**MARCH 24, 2016
3:00 PM**

- 1. CALLING THE ROLL OF MEMBERS BY THE CLERK**
- 2. READING OF THE MINUTES OF THE PRECEDING SESSION**
(Motion in order that the reading of the minutes of the proceeding sessions be dispensed with and that they be approved.)
- 3. COMMUNICATIONS**
- 4. PUBLIC SPEAKERS**
- 5. REPORT OF DEPARTMENT HEADS**
- 6. RESOLUTIONS**
RES. NO. 64
A

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH WAGWORKS, INC. (AN AFFILIATE OF AFLAC). Nolan

RES. NO. 65
B

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH ULSTER PAVING, CO. FOR CONSTRUCTION OF THE EAST DOMINICK STREETScape ENHACEMENT PROJECT FROM GREY TO GREEN FOR AN AMOUNT NOT TO EXCEED \$787,169.00. Seelig

RES. NO. 66
C

AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH CONTINUUM SYSTEMS FOR EQUIPMENT MAINTENANCE OF AUDIOLOG. Beach

RES. NO. 67

D

AUTHORIZING THE CITY CLERK TO ADVERTISE FOR BIDS TO PROVIDE CENTRAL STATION MONITORING OF FIRE ALARM SYSTEMS AT VARIOUS CITY LOCATIONS. Emmanuelle

RES. NO. 68

E

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO APPROVE THE SALE OF CITY OWNED PROPERTY LOCATED ON 408 ANN STREET FOR \$500.00. Domenico

RES. NO. 69

F

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO REHABILITATION AGREEMENT WITH BUYER AND APPROVING THE SALE OF CITY OWNED PARCEL LOCATED AT 213 E. WHITESBORO STREET FOR \$8,000.00. Domenico

RES. NO. 70

G

AUTHORIZING THE DELETION OF ONE (1) POSITION OF ADMINISTRATIVE ASSISTANT AND THE CREATION OF ONE (1) POSITION OF ADMINISTRATIVE ASSISTANT TO THE MAYOR WITHIN THE MAYOR'S OFFICE (AG1210). Mayor Izzo

RES. NO. 71

I

AUTHORIZING AN AMENDMENT TO A CONTRACT WITH C.O. FALTER CONSTRUCTION RELATIVE TO THE CONSTRUCTION OF THE UV FACILITY. Nolan

RES. NO. 72

J

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH MOHAWK VALLEY EDGE FOR \$19,500.00. Seelig

RES. NO. 73

K

AUTHORIZING THE CORPORATION COUNSEL TO SETTLE TAX CERTIORARI PROCEEDINGS. Feeney

7. TABLED RESOLUTIONS

RES. NO. 297

A

AUTHORIZING THE DELETION OF ONE POSITION OF MAINTENANCE MAN AND THE CREATION OF ONE POSITION OF WATER & SEWER MAINTENANCE FOREMAN IN WATER SHOP DEPARTMENT AND AMENDING THE 2016 BUDGET TO REFLECT SAME. Tallarino

RES. NO. 49

G

AUTHORIZING BUDGETARY TRANSFER. Nolan

8. ADJOURNMENT

RESOLUTION NO. 64

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH WAGEWORKS, INC. (AN AFFILIATE OF AFLAC)

By _____:

WHEREAS, David C. Nolan, Treasurer, for the City of Rome, has recommended that the City of Rome, New York, retain the services of Wage Works, Inc. (an affiliate of AFLAC) for plan year April 1, 2016 through March 31, 2017; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, that the Mayor of the City of Rome is hereby authorized to enter into an agreement with Wage Works, Inc. (an affiliate of AFLAC) for plan year April 1, 2016 through March 31, 2017, for services described more specifically in the attached agreement, which is made part of this Resolution.

Seconded by _____.

AYES & NAYS: Mayor Izzo _____ Viscelli _____ Feeney _____
Schmidt _____ Nolan _____

ADOPTED:

DEFEATED:



*Copy of
MSL's
for 2014 on
attached*

Dear DAVID NOLAN: *X*

Thank you for choosing Aflac as your supplemental insurance carrier. We appreciate your business.

Enclosed is a packet containing the documents necessary to establish a cafeteria plan. Please carefully review the Flexible Benefits Plan Document and Summary Plan Description (SPD), and verify that all of the information about benefits offered, eligibility, plan administration, and funding is correct for the plan that you will be administering.

The Flexible Benefits Plan itself is not intended to be an ERISA plan required to have an ERISA summary plan description (SPD) even though many of the underlying benefits will be subject to ERISA and required to have their own SPDs. Nonetheless, we refer to the Flexible Benefits Plan summary as an SPD for ease of reference. Please notice that the sample Flexible Benefits Plan Document refers to the Summary Plan Description with regard to many of the plan's provisions. This approach eases administration and reduces the risk of inconsistency between the Flexible Benefits Plan Document provisions and the Summary Plan Description provisions. You should also note that these documents are only sample documents typical of a plan intended to qualify as a Section 125 Cafeteria Plan with the terms and conditions thereof, and that they may need to be modified to conform to your individual circumstances.

Aflac has developed these sample documents with legal counsel, and it is Aflac's intent and belief that the documents in form satisfy the requirements of IRS Code Section 125. However, Aflac is not in the business of offering legal counsel or tax advice, and thus, Aflac cannot and does not make any representations about the legal or tax effect of plans adopted based on the sample provisions in these documents upon any particular employer. Therefore, it is each employer's responsibility to determine, with the assistance of the employer's own legal counsel, the suitability of these particular documents, and the legal and tax effect of these plan documents upon the employer and its employees.

Since Aflac has no control over your subsequent modification and/or administration of the plan and since the Internal Revenue Service will not render an opinion as to a plan's qualified status under IRS Code Section 125, Aflac makes no representation (express or implied) as to your plan's qualification under IRS Code Section 125 and related provisions as adopted and subsequently amended by you.

You, as sponsoring employer, bear sole responsibility for amending your plan (as necessary) to comply with existing tax law and future changes, for meeting all reporting and disclosure requirements imposed by applicable law, and for the daily administration of your plan. As such, we recommend you review the following important information:

Important Compliance Issues

Nondiscrimination Testing. Failure to satisfy these requirements will cause adverse tax consequences to highly compensated and/or key employees and could possibly disqualify the plan.

Qualified Premiums. Certain insurance premiums that cover the employee (or in the case of accident or health coverage other than life insurance, the employee and tax dependents/family) may be included in the Flexible Benefits Plan Documents if adopted as part of your benefits plan. These include the following:

- Group Term Life Insurance covering the employee (eligible under IRS Code Section 79) that is equal to or less than \$50,000 (Life insurance coverage on dependents is not eligible for pre-tax treatment.)
- Accidental-Death and Dismemberment (AD&D) coverage
- Group or individual dental, hospital indemnity, cancer insurance, vision, hearing, and other qualified accident and health premiums
- Group (but not individual) major medical coverage.

Effects on taxes. When including health, medical, and disability income policies within the Flexible Benefits Plan, paying for coverage on a pre-tax basis may cause certain insurance benefit payments to be subject to federal and state taxes. Accident benefits will generally be tax free. Disability benefits will be taxable if the employer paid all or part of the premium or if employees funded the coverage on a pre-tax (salary reduction) basis through the cafeteria plan. With regard to supplemental health benefits, when the premium amounts are paid on a pre-tax basis (i.e., employer paid or employee pre-tax salary reduction) benefits are excludable to the extent of unreimbursed medical care expenses. However, benefit payments (combining supplemental cash indemnity benefits as well as the total of actual medical reimbursement benefits from health and medical policies/plans) that exceed the amount of unreimbursed medical expenses would be taxable.

Continuation of Coverage. Health benefits offered through a cafeteria plan may be subject to the continuation coverage provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"). Contact your COBRA administrator for more details.

Continuation of Coverage During FMLA Leave. Health benefits (including health FSA benefits) offered through a cafeteria plan are subject to the continuation provisions, and other all benefits may be subject to the reinstatement provisions of the Family and Medical Leave Act of 1993 ("FMLA"). See Question 13 of the SPD for more details on coverage offered under the Plan during FMLA leave.

HIPAA Privacy and Security Requirements. During the course of providing participants with health coverage under a health FSA (if applicable), the plan will have access to information about covered individuals that is deemed to be protected health information (PHI) by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). While the Flexible Benefits Plan itself is not a health plan, HIPAA Privacy and Security Rules apply to health plans that you may offer through the Flexible Benefits Plan, including health FSAs. The employer is solely responsible for ensuring that the employer and the plan comply with HIPAA's rules. If you are a Health FSA plan sponsor, Aflac is enclosing a privacy packet (Important Privacy Information) with an overview of the HIPAA Privacy Rules. Aflac is also including general HIPAA language in the sample documentation (Section 10.18 of the Flexible Benefits Plan Document and, for full plans only, Appendix II to the SPD). The privacy information provided in this cafeteria plan packet is not provided with the intent of fully satisfying your HIPAA obligations. HIPAA's Privacy Rules are complicated, and their effects may vary for each plan. Please consult with your legal counsel regarding your required actions and plan language for your company and plan to achieve HIPAA compliance.

Plan Administration and Maintenance

Plan Document Maintenance. Each plan sponsor is responsible for reviewing the sample Flexible Benefits Plan Documents and adopting a plan that is consistent with the desired plan design and any legal requirements that may apply in your state. For your added convenience and your future reference, the most current version of the sample cafeteria plan packet will be available on the Aflac Web site (aflac.com). The sample cafeteria plan documents will be updated periodically to correspond with changes in applicable laws.

Summary Plan Description. All URM FSA plan sponsors are required to give each eligible employee a copy of the SPD within 120 days of the effective date of the initial plan year and within 90 days of the effective date of coverage for all subsequent plan years. If an employer makes a change in the plan, the employer must provide employees with a summary of the changes [a Summary of Material Modifications (SMM)] within 60 days of the adoption of the change. **Note:** While the plan and related documents are copyrighted, Aflac gives you limited permission to copy the documents as necessary for distribution to your employees for use solely in the operation of your own cafeteria plan.

Payroll Instructions. Payroll instructions will be thoroughly reviewed with you or your payroll representative by your Aflac agent.

Employee Eligibility and Elections

New Employees. For details regarding employee eligibility, please refer to Section 2.01 of the Flexible Benefits Plan Document.

Special Rule for URM Eligibility. Current tax rules require that the URM be extended solely to employees who are eligible for major medical coverage that you offer.

Employees of Affiliated Companies. If the requirements of IRS Code Section 414(b), (c), (m), or (o) are satisfied, the employees of an affiliated company may be able to participate in this plan. Please consult with your tax advisor concerning the potential impact of IRS Code Section 414(b), (c), (m), and (o).

Benefit Election Changes. Employees generally cannot change their election to participate in the pre-tax contribution payment option or vary the pre-tax contributions they have selected. For details regarding important exceptions to this general rule, please refer to Section 3.04 of the Plan Document and Question 9 of the SPD.

Due to the complexity of cafeteria plans, we recommend that you consult with your accountant, attorney or other tax advisor concerning the plan provisions, administration, and operation before executing the Plan Documents. Remember that your cafeteria plan will not be effective until your plan is adopted. **NOTE: The Flexible Benefits Plan Documents you adopt must be signed PRIOR TO THE EFFECTIVE DATE.** If your Flexible Benefits Plan Document is executed after the effective date, the IRS may attempt to challenge the qualified status of your plan. We recommend that you retain any evidence that you have showing that your plan was adopted and that enrollments were completed prior to the effective date. If no pre-tax deductions have been made thus far, you may consider changing the start date of your cafeteria plan.

Aflac will use its best efforts to provide employers with information from time to time about developments concerning Section 125 Cafeteria Plans. However, for reasons stated above, it is the employer's responsibility to maintain the qualified status of the Section 125 Cafeteria Plan in form and in operation.

We value the trust you have placed in us. If you need our help or if you have any questions, please call us toll-free at 1-800-992-3522. Our customer service representatives are here to assist you Monday through Friday from 8 a.m. to 7 p.m. Eastern time.

Sincerely,

Aflac New Account Setup Department

Enc.

FLEXIBLE BENEFITS PLAN ACCOUNT ESTABLISHMENT INFORMATION AND CHECKLIST

Important steps for establishing your Flexible Benefits cafeteria plan

➤ For all Flex One Cafeteria Plans:

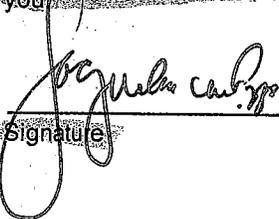
- Employer's Acknowledgment:** After executing and adopting your Plan Document, please sign and date the Employer's Acknowledgment in order to officially adopt and execute your plan. Place the signed and dated Employer's Acknowledgment in your files with a copy of your Plan Document Packet.
- Summary Plan Description:** A copy must be provided to each eligible employee as soon as possible (prior to enrollment is preferred).

Important information for administering your cafeteria plan

- Plan Identification Number (PIN):** The Department of Labor regulations require that welfare benefit plan sponsors assign a three-digit PIN number to their welfare plans (including URMs offered through cafeteria plans) for identification purposes. Numbering for welfare plans should begin at 501 and proceed consecutively. If you have other plans (e.g., health coverage) assign the next open number. This number must be indicated on the Summary Plan Description.
- Affiliated Companies:** Only those companies described in Section 414(b), (c) or (m) of the Internal Revenue Code can participate in a cafeteria plan. In addition, if there are affiliated companies, nondiscrimination testing may be affected by affiliated companies. Consult your tax advisor.
- 5500 and Summary Annual Report:** While there is no Form 5500 filing requirement for the cafeteria plan itself, welfare benefit plans subject to ERISA, which may include URM flexible spending accounts (FSAs), must file Form 5500 and any applicable schedules (unless an applicable exception applies) - even if the benefits are funded through the cafeteria plan. You should contact your tax or legal advisor to find out if your Plan is subject to ERISA and whether filing a Form 5500 (including any applicable schedules) for your Plan is required.
- Nondiscrimination Testing:** Tax nondiscrimination tests, including the Eligibility, Contributions and Benefits, and Concentration of Benefits tests, must be performed. In the case of Flexible Spending Accounts (FSAs), nondiscrimination tests must be performed for each FSA.
- Health FSAs (URM):** You, as Plan Sponsor, are responsible for ensuring that the URM FSA maximum, is in line with your risk tolerance. Remember, IRS Notice 2005-42 allows an additional 2 ½ month period (i.e., grace period) in which to incur additional medical expenses, and IRS Notice 2013-71 allows a carryover option of up to \$500 unused health FSA funds. The grace period option and carry over option cannot be offered simultaneously. If you have selected either the grace period feature or the carry over feature, the Aflac sample plan incorporates language for either option. Also, remember that participant salary reductions are subject to dollar limitations set forth by the IRS which may be adjusted annually.
- Eligibility:** Any eligibility waiting period for pre-tax benefits should generally be uniformly applied. You, as Plan Sponsor, are responsible for ensuring that the eligibility period listed in your plan documents does not violate Internal Revenue Service or Department of Labor regulations.
- Privacy:** You, as Plan Sponsor, are responsible for ensuring that your plan does not violate the privacy requirements set forth in the Gramm-Leach-Bliley Act of 1999 (GLB) and, if applicable, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), including the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH"), and the Final HIPAA Omnibus Rule. GLB regulates the privacy of financial information and applies to all Flexible Benefit plans (see the attached "Privacy Practices"). HIPAA protects privacy by regulating the disclosure of protected health information (PHI), so Plan Sponsors of only health FSAs must comply with HIPAA privacy requirements (health FSA Plan Sponsors only, see the attached "Important Privacy Information").
- HSA Documentation:** The sample Flexible Benefits Plan document includes language to enable pre-tax contributions for health savings accounts (HSAs). Any HSA will require additional documentation that must be arranged through an HSA trustee or custodian. Aflac does not serve as an HSA custodian or trustee, and does not provide such documentation.

* If you have any questions regarding this checklist, please contact Aflac toll-free at (1-800-992-3522), and one of our Customer Service Representatives can assist you Monday through Friday from 8:00 A.M. to 7:00 P.M. EST.

Employer Acknowledgment: Your signature verifies that an Aflac sales representative has reviewed the above information with you.


Signature

JACQUELINE M. Irwin
Printed Name

3/11/16
Date

PRIVACY PRACTICES

Protecting the privacy and confidentiality of employer and participant information through our Flexible Benefits cafeteria plan is very important to American Family Life Assurance Company of Columbus (Aflac) and American Family Life Assurance Company of New York (Aflac New York). Throughout this notice when we use the name "Aflac," we will be referring to both organizations. Accordingly, we strive to comply with each of the following practices in everything we do:

- **We do not sell, rent, lease or otherwise disclose personal information about employers or employees of an employer for purposes unrelated to our products and services.** The personal information of our customers is of paramount importance to us. Therefore, we provide this information only to our employees, agents and third parties as required to allow them to help us develop and provide our insurance and employee benefit products and services.
- **We work to ensure information integrity and security.** We use technology tools and design our business practices to help ensure that the personal information of the employer and employees of the employer are properly gathered, stored and processed. We also work to maintain the security of, and internal and external access to, the personal information of our customers through the use of technology and our business practices.
- **We expect our agents and employees to respect the personal information of our customers.** Aflac has business policies and practices in place to help ensure that its employees and agents carry out these practices and otherwise protect the personal information of our customers. Both employees and agents are subject to censure, dismissal or termination for violation of these policies.

These Privacy Practices apply to our U.S. customers. Due to legal and cultural differences, our practices may vary outside the United States.

PRIVACY NOTICE

Aflac and our agents provide this notice to let you know about the current privacy practices of Aflac and our agents. **You do not need to do anything in response to this notice. This notice is merely to inform you about how we safeguard your information.**

Collection of Information

As part of Aflac's normal operating procedures, Aflac (and our agents acting on our behalf) needs to obtain information from both the employer and the participant to determine an individual's eligibility for our products and services, and to perform our insurance functions. Aflac and our agents may collect nonpublic personal information (which includes both nonpublic personal financial information and nonpublic personal health information) about Aflac customers; including but not limited to:

- Information from the employer or the participant (including names, addresses, Social Security numbers, financial and marital status, and health and dependent child-care information);
- Information about the employer or the participants' transactions with Aflac or our agents (including claims, payment information and banking information);
- Information from the employer or the participants' health care providers (including drug receipts and medical information), employers (including benefit elections and employment information) and family members and information from consumer reporting agencies (including creditworthiness and credit history); motor vehicle records agencies (including accident reports and violations); investigators (including information regarding general character and participation in hazardous activities); insurance support organizations such as the Medical Information Bureau, Inc. (including claims, and health and insurance application histories); and the customers' health care providers (including health history), employers (including salary and benefits information) and family members.

Disclosure of Information

Aflac may disclose the nonpublic personal financial information we collect, as described above, as well as information about your transactions with us (such as your policy coverage, election amounts, premiums and payment history) to our agents or other third parties who perform services or functions on our behalf, including the marketing of Aflac services. Aflac may also disclose the nonpublic personal financial information we collect to other third parties as authorized by you, or as required or permitted by law.

Our agents will make disclosures of the employer or the participants' nonpublic personal financial information only while acting on Aflac's behalf and, furthermore, will make such disclosures only as Aflac itself is permitted to make. Neither Aflac nor our agents will use or share with other parties any nonpublic personal health information about our customers for any purpose other than disclosures for the performance of insurance functions by Aflac or on our behalf, disclosures that are permitted or required by law, or to which the customer consents.

Neither Aflac nor our agents will further disclose any nonpublic personal information about a former customer of Aflac other than as may be required or permitted by law.

Confidentiality and Security

Aflac and our agents will safeguard, according to strict standards of security and confidentiality, any information we collect, receive, or maintain about Aflac's customers. Aflac maintains administrative, technical, and physical safeguards to ensure the security and confidentiality of our customer information and records; to protect against anticipated threats or hazards to such records; and to protect against unauthorized access to or use of such information or records.

Internally, Aflac limits access to our customers' information to only those employees who need access to the information to perform their job functions. Employees who misuse information are subject to disciplinary actions. Externally, we do not disclose customer information to any third parties unless we have previously informed the customer of the disclosure, have been authorized to do so by the customer, or are required or permitted to make the disclosure by law or our regulators.

NOTICE OF INFORMATION PRACTICES

Arizona, California, Connecticut, Georgia, Illinois, Maine, Massachusetts, Minnesota, Nevada, New Jersey, North Carolina, Ohio, Oregon, and Virginia require insurers and agents to describe their information practices in addition to providing a Privacy Notice. There is significant overlap between the two notices, but in general our Information Practices include the following: Aflac may obtain information about you and any other persons proposed for insurance. Some of this information will come from you and some may come from other sources. That information and any other subsequent information collected by Aflac may in some circumstances be disclosed to third parties without your specific consent. Residents of these states have the right to access and correct the information collected about them except information that relates to a claim or to a civil or criminal proceeding. They also have the right to receive the specific reason for an adverse underwriting decision in writing. If you wish to have a more detailed explanation of our information practices required by your state, please submit a written request to: Aflac Worldwide Headquarters, ATTN: Client Services, 1932 Wynnton Road, Columbus, Georgia 31999.

NOTICE OF PRIVACY PRACTICES - PROTECTED HEALTH INFORMATION

If you would like a copy of Aflac's Notice of Privacy Practices - Protected Health Information, issued pursuant to the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), copies are available by sending a written request to: Aflac Worldwide Headquarters, ATTN: Privacy Office, 1932 Wynnton Road, Columbus, Georgia 31999.

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PREAMBLE

The Employer hereby establishes a Flexible Benefits Plan ("Plan") for its Employees for purposes of providing eligible Employees with the opportunity to choose from among the fringe benefits available under the Plan. The Plan is intended to qualify as a cafeteria plan under the provisions of Code Section 125. The Dependent Care Expense Reimbursement Plan ("DDC") is intended to qualify as a Code Section 129 dependent care assistance plan, and the Medical Care Expense Reimbursement Plan ("URM") is intended to qualify as a Code Section 105 medical expense reimbursement plan. Although printed within this document, the DDC and URM Plans are separate written plans for purposes of administration and all reporting and nondiscrimination requirements imposed by Sections 105 and 129 of the Code and all applicable provisions of ERISA. The DDC and the URM are available only if designated as a Benefit Plan or Policy in the Summary Plan Description (SPD).

FLEXIBLE BENEFITS PLAN

ARTICLE I - DEFINITIONS

- 1.01 "Affiliated Employer" means any entity who is considered with the Employer to be a single employer in accordance with Code Section 414(b), (c), or (m) of the Code.
- 1.02 "After-tax Contribution(s)" means amounts withheld from an Employee's Compensation pursuant to a Premium Deduction Authorization (PDA) after all applicable state and federal taxes have been deducted. Such amounts are withheld for purposes of purchasing one or more of the Benefit Plans or Policies available under the Plan.
- 1.03 "Anniversary Date" means the first day of any Plan Year.
- 1.04 "Benefit Plan(s) or Policy(ies)" means those Qualified Benefits available to a Participant under this Plan as set forth in the SPD, as amended and/or restated from time to time.
- 1.05 "Board of Directors" means the Board of Directors or other governing body of the Employer (the "Board"). The Board, upon adoption of this Plan, appoints the Plan Administrator to act on the Employer's behalf in all matters regarding the Plan.
- 1.06 "Change in Status" means any of the events described in the SPD, as well as any other events included under subsequent changes to Code Section 125 or regulations issued under Code Section 125, that the Plan Administrator (in its sole discretion) decides to recognize on a uniform and consistent basis as a reason to change the election mid-year. Note: See the SPD for requirements that must be met to permit certain mid-year election changes on account of a Change in Status.
- 1.07 "Code" means the Internal Revenue Code of 1986, as amended.
- 1.08 "Compensation" means the cash wages or salary paid to an Employee by the Employer.
- 1.09 "Dependent" means any individual who is a tax dependent of the Participant as defined generally in Code Section 152(a) except as otherwise set forth in Code Section 21 (for Dependent Care FSA purposes, if offered under the Plan), Code Section 105 (for health plan purposes, if offered under the Plan), and Code Section 223 (for Health Savings Account purposes, if offered under the Plan). Also, for DDC purposes, a Dependent shall also be defined as in Code section 21(e)(5) (i.e., dependent of the custodial parent as defined in Code Section 152(e)). Children, as defined in Code Section 152(f)(1), are considered Dependents until age 26 (regardless of residence, marital status, tax dependent status, student status, or other factors).
- 1.10 "Dependent Care Reimbursement" shall have the meaning assigned to it by Section 5.01 of the Plan.
- 1.11 "Earned Income" means all income derived from wages, salaries, tips, self-employment, and other Compensation (such as disability or wage continuation benefits), but only if such amounts are includable in gross income for the taxable year. Earned income does not include any other amounts excluded from earned income under Code § 32(c)(2), such as amounts received under a pension or annuity, or pursuant to workers' compensation.
- 1.12 "Effective Date" of this Plan is the effective date set forth in the SPD.
- 1.13 "Eligible Employment-Related Expenses" means those Qualifying Employment-Related Expenses (as defined below) paid or incurred incident to maintaining employment after the date of the Employee's participation in the DDC and during the Plan Year (plus any applicable grace period extension as described in the SPD), other than amounts paid to:
- (a) an individual with respect to whom a Dependent deduction is allowable under Code Sec. 151(c) to the Participant or his Spouse;

- (b) the Participant's Spouse; or
 - (c) a child of the Participant who is under 19 years of age at the end of the taxable year in which the expenses were incurred.
- 1.14 **"Eligible Medical Expenses"** means those expenses incurred by the Employee, or the Employee's Spouse or Dependents, after the date of the Employee's participation in the URM and during the Plan Year (plus any applicable grace period extension or carryover option as described in the SPD) to the extent that the expense satisfies the conditions set forth in the Summary Plan Description and are for "medical care" as defined by Code Section 213(d). For purposes of this Plan, the following expenses are not considered "Eligible Medical Expenses" even if they otherwise constitute "medical care" under Code Section 213(d): i) expenses for qualified long term care services (as defined in Code § 7702B(c)); and ii) expenses incurred for health insurance premiums; and iii) over-the-counter drugs and medicines that are not prescribed by a physician. For purposes of this Plan, an expense is "incurred" when the Participant or beneficiary is furnished the medical care or services giving rise to the claimed expense, regardless of when the expense is paid.
- 1.15 **"Employee"** means any individual who is considered to be in a legal employer-employee relationship with the Employer for federal tax-withholding purposes. Such term includes "former employees" for the limited purpose of allowing continued eligibility for benefits hereunder for the remainder of the Plan Year in which an employee ceases to be employed by the Employer. The term "Employee" shall not include any leased employee (as that term is defined in Code Section 414(n)) or any self-employed individual who receives from the Employer "net earnings from self-employment" within the meaning of Code Section 401(c)(2) unless such individual is also an Employee.
- 1.16 **"Employer"** means the Employer and the Affiliated Employers named in the SPD provided, however, that when the Plan provides that the Employer has a certain power (e.g., the appointment of a Plan Administrator, entering into a contract with a third party insurer, or amendment or termination of the plan) the term "Employer" shall mean only that entity named on the first line of the Plan Information Summary of the SPD, and not any Affiliated Employer. Affiliated Employers who sign the Plan Information Summary and/or otherwise adopt the Plan shall be bound by the Plan as adopted and subsequently amended unless they clearly withdraw from participation herein.
- 1.17 **"ERISA"** shall mean the Employee Retirement Income Security Act of 1974, as amended.
- 1.18 **"Health Care Reimbursement"** shall have the meaning assigned to it by Section 5.01 of the Plan.
- 1.19 **"Highly Compensated Individual"** means an individual defined under Code Section 125(e) or 414(q), as amended, as a "highly compensated individual" or a "highly compensated employee."
- 1.20 **"Key Employee"** means an individual who is a "key employee" as defined in Code Section 125(b)(2), as amended.
- 1.21 **"Nonelective Contribution(s)"** means any amount that the Employer, in its sole discretion, may contribute on behalf of each Participant to provide benefits for such Participant and his or her Spouse and Dependents, if applicable, under one or more of the Benefit Plan(s) or Policy(ies) offered under the Plan. The amount of employer contribution that is applied towards the cost of the Benefit Plan(s) or Policy(ies) for each Participant and/or level of coverage shall be subject to the sole discretion of the Employer. The amount of Nonelective Contribution for each Participant may be adjusted upward or downward in the contributing Employer's sole discretion. The amount shall be calculated for each Plan Year in a uniform and nondiscriminatory manner and may be based upon the Participant's dependent status, commencement or termination date of the Participant's employment during the Plan Year, and such other factors as the Employer shall prescribe. To the extent set forth in the SPD or enrollment material, the Employer may make Nonelective Contributions available to Participants and allow Participants to allocate the Nonelective Contributions among the various Benefit Plans or Policies offered under the Plan in a manner set forth in the SPD of additional, taxable Compensation except as otherwise provided in the SPD or enrollment material.
- 1.22 **"Participant"** means an Employee who becomes a Participant pursuant to Article II.
- 1.23 **"Plan"** means the Flexible Benefits Plan, the SPD (defined in Section 1.35 herein) and (if applicable) the related Trust created by this document.
- 1.24 **"Plan Administrator"** means the person(s) or Committee identified in the SPD that is appointed by the Employer with authority, discretion, and responsibility to manage and direct the operation and administration of the Plan. If no such person is named, the Plan Administrator shall be the Employer.
- 1.25 **"Plan Year"** shall be the period of coverage set forth in the SPD (as extended by any applicable grace period as set forth in the SPD).
- 1.26 **"Premium Deduction Authorization" or "PDA"** Means the actual or deemed agreement pursuant to which an eligible Employee or Participant elects to contribute his share of the cost of chosen Benefit Plans or Policies with Pre-tax or

After-tax contributions and/or Benefit Credits (if offered under the plan) in accordance with Article III herein. If the Employer utilizes an interactive voice response (IVR) system or web-based program for enrollment, the PDA may be maintained on an electronic database in accordance with all applicable federal and/or state laws.

- 1.27 "Pre-tax Contribution(s)"** means amounts withheld from an Employee's Compensation pursuant to a Premium Deduction Authorization before any applicable state and federal taxes have been deducted. The amounts are withheld for purposes of purchasing one or more of the Benefit Plans or Policies available under the Plan. This amount shall not exceed the premiums or contributions attributable to the most costly Benefit Plan or Policy afforded hereunder, and for purposes of Code Section 125, shall be treated as an Employer contribution (this amount may, however, be treated as an Employee contribution for purposes of state insurance laws).
- 1.28 "Qualified Benefit"** means any benefit excluded from the Employee's taxable income under Chapter 1 of the Code other than Sections 106(b), 117, 124, 127, or 132 and any other benefit permitted by the Income Tax Regulations (i.e., any life insurance coverage that is includable in gross income by virtue of exceeding the dollar limitation on nontaxable coverage under Code Sec. 79). Notwithstanding the previous sentence, benefits prohibited under Section 125(f) (e.g. qualified health plans (as defined in Section 1301 of the Affordable Care Act) that are purchased in the individual market through a public Exchange and long-term care insurance) are not "Qualified Benefits".
- 1.29 "Qualifying Employment-Related Expenses"** means those expenses that would be considered to be employment-related expenses under Section 21(b)(2) of the Code (relating to expenses for household and dependent care services necessary for gainful employment) if paid for by the Employee to provide Qualifying Services.
- 1.30 "Qualifying Individual"** means an individual defined as a "Qualifying Individual" in the Summary Plan Description.
- 1.31 "Qualifying Services"** means services relating to the care of a Qualifying Individual that enable the Participant or his Spouse to remain gainfully employed which are performed:
- (a) in the Participant's home; or
 - (b) outside the Participant's home for (1) the care of a Dependent of the Participant who is under age 13, or (2) the care of any other Qualifying Individual who resides at least eight (8) hours per day in the Participant's household. If the expenses are incurred for services provided by a dependent care center (i.e., a facility that provides care for more than six (6) individuals not residing at the facility), the center must comply with all applicable state and local laws and regulations.
- 1.32 "Reimbursement Account(s)" or "Account(s)"** shall be the funding mechanism by which amounts are withheld from an Employee's Compensation and retained for future Health Care Reimbursement (as defined in Section 1.18 herein) and Dependent Care Reimbursement (as defined in Section 1.10 herein) to the extent adopted by the Employer as set forth in the SPD. No money shall actually be allocated to any individual Participant Account(s); any such Account(s) shall be of a memorandum nature, maintained by the Administrator for accounting purposes, and shall not be representative of any identifiable trust assets. No interest will be credited to or paid on amounts credited to the Participant Account(s).
- 1.33 "Spouse"** means an individual who is legally married to a Participant (and who is treated as a spouse under the Code), but for purposes of the Dependent Care Reimbursement Plan provisions, shall not include an individual who, although married to the Participant, files a separate federal income tax return, maintains a separate, principal residence from the Participant during the last six months of the taxable year, and does not furnish more than one-half of the cost of maintaining the principal place of abode of the Qualifying Individual.
- 1.34 "Student"** means an individual who, during each of five (5) or more calendar months during the Plan Year, is a full time student at any college or university, the primary function of which is the conduct of formal instruction, and which routinely maintains a regular faculty and curriculum and normally has an enrolled student body in attendance at the location where its educational activities are regularly presented.
- 1.35 "Summary Plan Description" or "SPD"** means the document attached as Attachment I to the Plan document that describes the terms of Plan not set forth herein. The SPD and all applicable appendices are incorporated hereto by reference.
- 1.36 "Trustee"** (if applicable) means the person(s) or institution (and their successors) named on the signature page attached hereto, who have assented to being so named by their signature to this Agreement, otherwise empowered to hold and disburse the funds that are created hereunder.

ARTICLE II - ELIGIBILITY AND PARTICIPATION

- 2.01 Eligibility to Participate.** Each Employee who satisfies the eligibility requirements set forth in the SPD shall be eligible to participate in this Plan as of any applicable entry date set forth in the SPD. The provisions of this Article are not

intended to override any eligibility requirement(s) or waiting period(s) specified in the applicable Benefit Plans or Policies and the terms of eligibility and participation for the Benefit Plan(s) or Policy(ies) offered under the Plan shall be subject to the requirements specified in the governing documents of the Benefit Plans or Policies.

- 2.02 Termination of Participation.** Participation shall terminate on the earliest of the dates set forth in the SPD.
- 2.03 Eligibility to Participate in Reimbursement Accounts.** Each Employee who satisfies the eligibility requirements set forth in the SPD shall be eligible to participate in the Reimbursement Accounts, if adopted by the Employer, on the date set forth in the SPD. Participation in the Reimbursement Accounts shall be effective on the date set forth in the SPD.
- 2.04 Qualifying Leave Under FMLA.** Notwithstanding any provision to the contrary in this Plan, if a Participant goes on a qualifying leave under the Family and Medical Leave Act of 1993 (the "FMLA"), then to the extent required by the FMLA, the Participant will be entitled to continue the Participant's Benefit Plans or Policies that provide health coverage (including URM benefits to the extent offered under the Plan) on the same terms and conditions as if the Participant were still an active Employee. The requirements for continuing coverage, procedures for FMLA leave, and payment option(s) provided by the Employer (as described above) will be set forth in the SPD and will be administered in accordance with the regulations issued under Code Section 125 and in accordance with the FMLA.
- 2.05 Non-FMLA Leave.** If a Participant goes on an unpaid leave of absence that does not affect eligibility under this Plan or the Benefit Plans or Policies chosen by the Participant, then the Participant will continue to participate and the contributions due for the Participant will be paid by one or more of the payment options described in the SPD. If a Participant goes on an unpaid leave that affects eligibility under this Plan or the Benefit Plans or Policies chosen by the Participant, the election change rules in Section 3.04 will apply. If such policy requires coverage to continue during the leave but permits a Participant to discontinue contributions while on leave, the Participant will, upon returning from leave, be required to repay the contributions not paid by the Participant during the leave.

ARTICLE III - BENEFIT ELECTIONS

- 3.01 Election of Contributions.** A Participant may elect any combination of Pre-tax Contributions or After-tax Contributions (as set forth in the SPD) to fund any Benefit Plan or Policy available under the Plan, provided that only Qualified Benefits may be funded with Pre-tax Contributions. The Employer may, but is not required, to allocate Non-elective Contributions to one or more Benefit Plans or Policies offered under the Plan and to the extent set forth in the SPD or enrollment material, may allow the Participants to allocate his allotted share of Nonelective Contributions among the various Benefit Plans or Policies in a manner set forth in the SPD or enrollment material.
- 3.02 Initial Election Period.**
- (a) **Currently Eligible Employees.** An Employee who is eligible to become a Participant in this Plan as of the Effective Date should complete, sign and file a PDA with the Plan Administrator during the election period (as specified by the Plan Administrator) immediately preceding the Effective Date of the Plan in order to become a Participant on the Effective Date. The elections made by the Participant on this initial PDA shall be effective, subject to Section 3.04, for the Plan Year beginning on the Effective Date.
 - (b) **New Employees and Employees Who Have Not Yet Satisfied The Plan's Waiting Period.** An Employee who becomes eligible to become a Participant in this Plan after the Effective Date should complete, sign and file a PDA with the Plan Administrator (or its designated third party administrator as set forth on the PDA) during the Initial Election Period set forth in the SPD or the enrollment material. Participation will commence under this Plan as set forth in the SPD. Coverage under the component Benefit Plans or Policies will be effective in accordance with the governing provisions of such Benefit Plans or Policies.
 - (c) **Failure to Elect.** An eligible Employee who fails to complete, sign and file a PDA in accordance with paragraph (a) or (b) above during an initial election period may become a Participant on a later date in accordance with Section 3.03 or 3.04.
- 3.03 Annual Election Period.** Each Employee who is a Participant in this Plan or who is eligible to become a Participant in this Plan shall be notified, prior to each Anniversary Date of this Plan, of his right to become a Participant in this Plan, to continue participation in this Plan, or to modify or to cease participation in this Plan, and shall be given a reasonable period of time in which to exercise such right: such period of time shall be known as the Annual Election Period. The date that the Annual Election Period commences and ends will be set forth in the SPD or the enrollment material. An election is made during the Annual Election Period in the manner set forth in the SPD. The consequences of failing to make an election during the Annual Election Period will be set forth in the SPD.
- 3.04 Change of Elections.** A Participant shall not make any changes to the Pre-tax Contribution amount or, where applicable, to the Participant's elected allocation of Nonelective Contributions except for election changes permitted under this Section 3.04, and for changes made during the Annual Election Period (Section 3.03), changes caused by termination of employment (Section 3.05) and changes pursuant to the Family and Medical Leave Act (Section 2.04).

Except as provided in the SPD for HIPAA special enrollment rights arising from the birth, adoption, or placement for adoption of a child, all election changes shall be effective on a prospective basis only (i.e., election changes will become effective no earlier than the first day of the first pay period coinciding with or immediately following the date that the election change was filed) but, as determined by the Plan Administrator, election changes may become effective later to the extent the coverage in the applicable component plan commences later. The circumstances under which a Participant may change his election under this Plan are set forth in the SPD.

- 3.05 Impact of Termination of Employment on Election or Cessation of Eligibility.** Termination of employment or cessation of eligibility shall automatically revoke any Pre-tax Contributions. Except as provided below, if revocation occurs under this Section 3.05, no new election with respect to Pre-Tax Contributions may be made by such Participant during the remainder of the Plan Year. Rules governing elections for former participants rehired during the same Plan Year shall be set forth in the SPD.

ARTICLE IV - BENEFIT FUNDING

- 4.01 Source of Benefit Funding.** The cost of coverage under the component Benefit Plans or Policies shall be funded by the Participant's Pre-tax and/or After-tax Contributions and/or any Nonelective Contributions provided by the Employer. The required contributions for each of the Benefit Plans or Policies offered under the Plan shall be made known to employees in enrollment materials. Pre-tax or After-tax Contributions (as elected by the Employee on the PDA) shall equal the contributions required from the Participant less any available Nonelective Contributions allocated thereto by the Employer, or where applicable, the Participant for coverage of the Participant or the Participant's Spouse or Dependents under the Benefit Plans or Policies elected by the Participant under this Plan. Amounts withheld from a Participant's Compensation as Pre-tax Contributions or After-tax Contributions shall be applied to fund benefits as soon as administratively feasible. The maximum amount of Pre-tax Contributions plus any Nonelective Contributions made available by the Employer for Benefit Plan(s) or Policy(ies) offered under this Plan shall not exceed the aggregate cost of the Benefit Plan(s) or Policy(ies) elected by the Employee.
- 4.02 Reduction of Certain Elections to Prevent Discrimination.** If the Plan Administrator determines, before or during any Plan Year, that the Plan may fail to satisfy for such Plan Year any requirement imposed by the Code or any limitation on Pre-tax Contributions allocable to Key Employees or to Highly Compensated Individuals, the Plan Administrator shall take such action(s) as he deems appropriate, under rules uniformly applicable to similarly situated Participants, to assure compliance with such requirement or limitation. Such action may include, without limitation, a modification or revocation of a Highly Compensated Individual's or Key Employee's election without the consent of such Employee.
- 4.03 Health Care Reimbursement.** To the extent offered under the Plan, each Participant's URM will be credited for Health Care Reimbursement with amounts withheld from the Participant's Compensation and any Nonelective Contributions allocated thereto by the Employer or where applicable, the Participant. The Account will be debited for Health Care Reimbursements disbursed to the Participant in accordance with Article V of this document. The entire amount elected by the Participant on the PDA as an annual amount for the Plan Year for Health Care Reimbursement less any Health Care Reimbursements already disbursed to the participant for Expenses incurred during the Plan Year (plus any grace period or carryover option as set forth in the SPD) shall be available to the Participant at any time during the Plan Year without regard to the balance in the Health Care Account (provided that the periodic contributions have been made). Thus, the maximum amount of Health Care Reimbursement at any particular time during the Plan Year will not relate to the amount that a Participant has had credited to his URM. In no event will the amount of Health Care Reimbursements in any Plan Year (plus any grace period, if applicable, as set forth in the SPD) exceed the annual amount specified for the Plan Year in the PDA for Health Care Reimbursement. Unless the Plan provides for the carry-over option of up to \$500 of unused health FSA funds, any amount in excess of the pre-determined carry-over limit credited to the Health Care Account shall be forfeited by the Participant and restored to the Employer if it has not been applied to provide Health Care Reimbursement within the grace period (if applicable) and Run-Off period set forth in the SPD. The Plan cannot simultaneously provide for both the grace period option and the carryover option. Amounts so forfeited shall be used in a manner that is permitted within the applicable Department of Labor ("DOL") or Internal Revenue Service ("IRS") regulations. The maximum annual reimbursement under the URM shall be set forth in the SPD. The Employer may establish a minimum annual reimbursement amount as set forth in the SPD. In no event will Participants' PDAs include contributions that exceed the dollar limitations set forth by the IRS.
- 4.04 Dependent Care Reimbursement.** To the extent offered under the Plan, each Participant's DDC will be credited for Dependent Care Reimbursement with amounts withheld from the Participant's Compensation, and any Nonelective Contributions allocated thereto by the Employer or where applicable, the Participant. The Dependent Care Account will be debited for Dependent Care Reimbursements disbursed to the Participant in accordance with Article V of this document. In the event that the amount in the Account is less than the amount of reimbursable claims at any time during the Plan Year, the excess part of the claim will be carried over into following months within the same Plan Year, to be paid out as the Dependent Care Account balance becomes adequate. In no event will the amount of Dependent Care Reimbursements exceed the amount credited to the Dependent Care Account for any Plan Year. Any amount allocated to the Dependent Care Account shall be forfeited by the Participant and restored to the Employer if it has not been applied to provide Dependent Care Reimbursement for the Plan Year within the Run-Off period set forth in the

SPD. Amounts so forfeited shall be used in a manner that is not prohibited by applicable federal or state law. The maximum annual reimbursement amount shall not exceed the dollar limitations set forth by the IRS.

ARTICLE V - BENEFITS

- 5.01 Qualified Benefits.** The maximum benefit a participant may elect under this Plan shall not exceed the sum of i) the aggregate premium for all Benefit Plan(s) or Policy(ies) set forth in the SPD (other than Health and DDC); ii) any pre-tax HSA contributions (if allowed under the Plan); and iii) the maximum annual Health Care Reimbursement under the URM as set forth in the SPD (if offered under the Plan); and iv) the maximum annual Dependent Care Reimbursement under the DDC as set forth in the SPD (if offered under the Plan.)
- (a) **Special Rules for Health Care Reimbursement.** To the extent offered under the Plan, payment shall be made to the Participant in cash as reimbursement for Eligible Medical Expenses incurred by the Participant or his Spouse or Dependents while he is a Participant during the Plan Year (plus any grace period extension as specified in the SPD) for which the Participant's election is effective provided that the substantiation requirements of Section 6.05 herein are satisfied.
- (b) **Special Rules for Dependent Care Reimbursement.** To the extent offered under the Plan, payment shall be made to the Participant in cash as reimbursement for Eligible Employment Related Expenses incurred by him while a Participant, during the Plan Year (plus any applicable grace period extension as described in the SPD) for which the Participant's election is effective, provided that the substantiation requirements of Section 6.05 have been satisfied.
- 5.02 Cash Benefit.** To the extent that a Participant does not elect to have the maximum amount of his Compensation contributed as a Pre-tax Contribution or After-tax Contribution hereunder, such amount not elected shall be paid to the Participant in the form of normal Compensation payments; provided, however, that any applicable Nonelective Contributions may not be received in the form of cash compensation, except as otherwise provided for in the SPD or the enrollment material.
- 5.03 Repayment of Excess Reimbursements.** If, as of the end of any Plan Year, it is determined that a Participant has received payments under this Plan that exceed the amount of Eligible Medical Expenses and/or Eligible Employment Related Expenses that have been substantiated by such Participant during the Plan Year as required by Section 6.05 herein, the Plan Administrator shall give the Participant prompt written notice of any such excess amount, and the Participant shall repay the amount of such excess to the Employer within sixty (60) days of receipt of such notification.
- 5.04 Termination of Reimbursement Accounts.** Coverage under the URM and/or DDC shall cease as of the day in which a Participant is no longer employed by the Employer or when a premium payment for the respective plan(s) has been missed for any reason. Provided, however, that Participants may submit claims under the DDC for reimbursement for Eligible Employment-Related Expenses arising during the Plan Year at any time until the end of the Run-Off period set forth in the SPD. Participants in the URM may submit claims for reimbursement for Eligible Medical Expenses arising during the Plan Year and before the date of separation from service at any time until the end of the Run-Off period set forth in the SPD. Unless a COBRA election is made as set forth in the SPD, Participants shall not be entitled to receive reimbursement for Eligible Medical Expenses incurred after employment ceases under this Section. Any unused reimbursement benefits at the expiration of the Plan Year (as set forth in the SPD) shall be treated in accordance with Sections 4.03 or 4.04.
- 5.05 Coordination of Benefits Under the URM.** The URM is intended to pay benefits solely for otherwise unreimbursed medical expenses. Accordingly, it shall not be considered a group health plan for coordination of benefits purposes, and its benefits shall not be taken into account when determining benefits payable under any other plan.

ARTICLE VI - PLAN ADMINISTRATION

- 6.01 Allocation of Authority.** The Board of Directors or applicable governing body (or an authorized officer of the Employer) appoints a Plan Administrator that keeps the records for the Plan and shall control and manage the operation and administration of the Plan. The Plan Administrator shall have the exclusive right to interpret the Plan and to decide all matters arising thereunder, including the right to make determinations of fact, and construe and interpret possible ambiguities, inconsistencies, or omissions in the Plan and the SPD issued in connection with the Plan. In the case of an insured Benefit Plan or Policy, the insurer shall be the named fiduciary with respect to benefit claim determinations thereunder, and with respect to benefit claims shall have all of the powers of the Plan Administrator described herein. All determinations of the Plan Administrator with respect to any matter hereunder shall be conclusive and binding on all persons. Without limiting the generality of the foregoing, the Plan Administrator shall have the following powers and duties:
- (a) To require any person to furnish such reasonable information as he may request for the purpose of the proper administration of the Plan as a condition to receiving any benefits under the Plan;

- (b) To make and enforce such rules and regulations and prescribe the use of such forms as he shall deem necessary for the efficient administration of the Plan;
 - (c) To decide on questions concerning the Plan and the eligibility of any Employee to participate in the Plan and to make or revoke elections under the Plan, in accordance with the provisions of the Plan;
 - (d) To determine the amount of benefits which shall be payable to any person in accordance with the provisions of the Plan; to inform the Employer or insurer as appropriate, of the amount of such benefits; and to provide a full and fair review to any Participant whose claim for benefits has been denied in whole or in part;
 - (e) To designate other persons to carry out any duty or power which may or may not otherwise be a fiduciary responsibility of the Plan Administrator, under the terms of the Plan. Such entity will be referred to as a third party administrator and shall be identified in the SPD;
 - (f) To keep records of all acts and determinations, and to keep all such records, books of account, and data and other documents as may be necessary for the proper administration of the Plan; and
 - (g) To do all things necessary to operate and administer the Plan in accordance with its provisions.
- 6.02 Payment of Administrative Expenses.** Except as otherwise provided in the SPD, the Employer currently pays all reasonable expenses incurred in administering the Plan.
- 6.03 Reporting and Disclosure Obligations.** Unless specified otherwise, it shall be the Employer and Plan Administrator's sole responsibility to comply with all filing, reporting, and disclosure requirements, imposed by the DOL and/or IRS, specifically including, but not limited to creating, filing and distributing Summary Annual Reports, Form 5500s, and SPDs. Furthermore, the Employer and Plan Administrator shall be required to amend the Plan as is necessary to ensure compliance with applicable tax and other laws and regulations.
- 6.04 Indemnification.** The Plan Administrator shall be indemnified by the Employer against claims, and the expenses of defending against such claims, resulting from any action or conduct relating to the administration of the Plan except claims arising from gross negligence, willful neglect, or willful misconduct.
- 6.05 Substantiation of Expenses.** Each Participant must submit a written Claim Form to the Plan Administrator identified in the SPD or its designated plan service provider to receive reimbursements from the URM and/or DDC, on a form provided by the Plan Administrator accompanied by a written statement/bill from an independent third party stating that the expense has been incurred, and the amount thereof. The forms shall contain such evidence, as the Plan Administrator shall deem necessary as to substantiate the nature, the amount, and timeliness of any expenses that may be reimbursed.
- 6.06 Reimbursement.** Reimbursements shall be made as soon as administratively feasible after the required forms have been received by the Plan Administrator identified in the SPD or its designated plan service provider. Reimbursements of less than \$15 may be carried forward and aggregated with future reimbursements until the reimbursable amount is greater than \$15. However, claims for reimbursements outstanding at the end of the Plan Year (plus any grace period as set forth in the SPD) shall be reimbursed without regard to the \$15 threshold limit. Year-end expense reimbursements must be submitted to the Plan Administrator within 90 days of the close of the Plan Year for which the PDA is effective, and during which such expense was incurred, in order to be eligible for reimbursement.
- 6.07 Annual Statements.** The Plan Administrator shall furnish each Participant with an annual statement, showing the amounts paid or expenses incurred by the Employer in providing Medical and/or Dependent Care Expense Reimbursement during the previous calendar year and the respective Reimbursement Account balance(s) on or before January 31 following the close of the applicable Plan Year.

ARTICLE VII - FUNDING AGENT

The Plan shall be funded with amounts withheld from Compensation pursuant to PDAs, and/or Nonelective Contributions provided by the Employer, if any. The Employer will apply all such amounts, without regard to their source, to pay for the welfare benefits provided herein as soon as administratively feasible and shall comply with all applicable regulations promulgated by the DOL taking into consideration any enforcement procedures adopted by the DOL. If a Trust is designated Funding Agent in the SPD, an appropriate Trust Agreement shall be attached at the end of this Plan.

ARTICLE VIII - CLAIMS PROCEDURES

The Plan has established procedures for reviewing claims denied under this Plan and those claims review procedures are set forth in the SPD. The Plan's claim review procedures set forth in the SPD shall only apply to issues germane to the pre-tax benefits available under this Plan (i.e., such as a determination of: a Change in Status; change in cost or coverage; or eligibility

and participation matters under this Cafeteria Plan document), and to the extent offered under the Plan, claims for benefits under the Reimbursement Accounts.

ARTICLE IX - AMENDMENT OR TERMINATION OF PLAN

- 9.01 Permanency.** While the Employer fully expects that this Plan will continue indefinitely, due to unforeseen, future business contingencies, permanency of the Plan will be subject to the Employer's right to amend or terminate the Plan, as provided in Sections 9.02 and 9.03 below. Nothing in this Plan is intended to be or shall be construed to entitle any Participant, retired or otherwise, to vested or non-terminable benefits.
- 9.02 Employer's Right to Amend.** The Employer reserves the right to amend at any time any or all of the provisions of the Plan. All amendments shall be made in writing and shall be approved by the Employer in accordance with its normal procedures for transacting business (e.g. by approval by the Board of Directors through a meeting or unanimous consent of all Board members). Such amendments may apply retroactively or prospectively as set forth in the amendment. Each Benefit Plan or Policy shall be amended in accordance with the terms specified therein, or, if no amendment procedure is prescribed, in accordance with this section. Any amendment made by the Employer shall be deemed to be approved and adopted by any Affiliated Employer.
- 9.03 Employer's Right to Terminate.** The Employer reserves the right to discontinue or terminate the Plan without prejudice at any time and for any reason without prior notice. Such decision to terminate the Plan shall be made in writing and shall be approved by the Employer in accordance with its normal procedures for transacting business. Affiliated Employers may withdraw from participation in the Plan, but may not terminate the Plan.
- 9.04 Determination of Effective Date of Amendment or Termination.** Any such amendment, discontinuance, or termination shall be effective as of such date as the Employer shall determine. No amendment, discontinuance or termination shall allow the return to any Employer of any Reimbursement Account balance for its use for any purpose other than for the exclusive benefit of the Participants and their beneficiaries except as provided in Section 4.03 and 4.04 herein.

ARTICLE X - GENERAL PROVISIONS

- 10.01 Not an Employment Contract.** Neither this Plan nor any action taken with respect to it shall confer upon any person the right to continue employment with any Employer.
- 10.02 Applicable Laws.** The provisions of the Plan shall be construed, administered and enforced according to applicable federal law and the laws of the state of the principal place of business of the Employer to the extent not preempted.
- 10.03 Post-Mortem Payments.** Any benefit payable under the Plan after the death of a Participant shall be paid to his surviving spouse (if any), otherwise, to his estate. If there is doubt as to the right of any beneficiary to receive any amount, the Plan Administrator may retain such amount until the rights thereto are determined, without liability for any interest thereon.
- 10.04 Nonalienation of Benefits.** Except as expressly provided by the Plan Administrator, no benefit under the Plan shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge, and any attempt to do so shall be void. No benefit under the Plan shall in any manner be liable for or subject to the debts, contracts, liabilities, engagements, or torts of any person.
- 10.05 Mental or Physical Incompetency.** Every person receiving or claiming benefits under the Plan shall be presumed to be mentally and physically competent and of age until the Plan Administrator receives a written notice, in a form and manner acceptable to it, that such person is mentally or physically incompetent or a minor, and that a guardian, conservator or other person legally vested with the care of his estate has been appointed.
- 10.06 Inability to Locate Payee.** If the Plan Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Plan because it cannot ascertain the identity or whereabouts of such Participants or other person after reasonable efforts have been made to identify or locate such person, such payment and all subsequent payments otherwise due to such Participant or other person shall be forfeited one year after the date any such payment first became due.
- 10.07 Requirement for Proper Forms.** All communications in connection with the Plan made by a Participant shall become effective only when duly executed on any forms as may be required and furnished by, and filed with, the Plan Administrator.
- 10.08 Source of Payments.** The Employer, the Trust fund (if selected as Funding Agent), and any insurance company contracts purchased or held by the Employer or funded pursuant to this Plan shall be the sole sources of benefits under the Plan. No Employee or beneficiary shall have any right to, or interest in, any assets of the Employer upon

termination of employment or otherwise, except as provided from time to time under the Plan, and then only to the extent of the benefits payable under the Plan to such Employee or beneficiary.

- 10.09 Multiple Functions.** Any person or group of persons may serve in more than one fiduciary capacity with respect to the Plan.
- 10.10 Tax Effects.** Neither the Employer, its agents, the Plan Administrator, nor the Trustee makes any warranty or other representation as to whether any Pre-tax Premiums made to or on behalf of any Participant hereunder will be treated as excludable from gross income for local, state, or federal income tax purposes. If for any reason it is determined that any amount paid for the benefit of a Participant or Beneficiary is includable in an Employee's gross income for local, federal, or state income tax purposes, then under no circumstances shall the recipient have any recourse against the Plan Administrator or the Employer with respect to any increased taxes or other losses or damages suffered by the Employees as a result thereof. The Plan is designed and is intended to be operated as a "cafeteria plan" under Section 125 of the Code.
- 10.11 Gender and Number.** Masculine pronouns include the feminine as well as the neuter genders, and the singular shall include the plural, unless indicated otherwise by the context.
- 10.12 Headings.** The Article and Section headings contained herein are for convenience of reference only, and shall not be construed as defining or limiting the matter contained thereunder.
- 10.13 Incorporation by Reference.** Except for the Medical and Dependent Care Expense Reimbursement Plan(s), the actual terms and conditions of the separate component Benefit Plans or Policies offered under this Plan are contained in separate, written documents governing each respective benefit, and shall govern in the event of a conflict between the individual plan document, and this Plan as to substantive content. To that end, each such separate document, as amended or subsequently replaced, is hereby incorporated by reference as if fully recited herein. The provisions of the Medical and Dependent Care Expense Reimbursement Plan(s) are reproduced herein, but shall constitute separate plans for purposes of all applicable Code and ERISA provisions.
- 10.14 Severability.** Should any part of this Plan subsequently be invalidated by a court of competent jurisdiction, the remainder thereof shall be given effect to the maximum extent possible.
- 10.15 Effect of Mistake.** In the event of a mistake as to the eligibility or participation of an Employee, the allocations made to the account of any Participant, or the amount of distributions made or to be made to a Participant or other person, the Plan Administrator shall, to the extent it deems possible, cause to be allocated or cause to be withheld or accelerated, or otherwise make adjustment of, such amounts as will in its judgment accord to such Participant or other person the credits to the account or distributions to which he is properly entitled under the Plan. Such action by the Administrator may include withholding of any amounts due the Plan or the Employer from Compensation paid by the Employer.
- 10.16 Provisions Relating to Insurers.** No insurer shall be required or permitted to issue an insurance policy or contract that is inconsistent with the purposes of this Plan, nor be bound to take any action not in accordance with the terms of any policy or contract with this Plan. The insurer shall not be deemed to be a party to this Plan, nor shall it be bound to interpret the construction or validity of the Plan. The insurer shall be protected from its good faith reliance on the written representations and instructions of the Trustee and the Plan Administrator, and shall not be responsible for the initial or continued qualified status of the Plan.
- 10.17 Forfeiture of Unclaimed Reimbursement Account Benefits.** Unless the Employer has implemented a \$500 carryover with respect to the URM, any Reimbursement Account benefit payments that are unclaimed (e.g., uncashed benefit checks) by the close of the Plan Year following the Plan Year in which the Health or Dependent Care Expense was incurred shall be forfeited.
- 10.18 HIPAA Privacy.** To the extent a URM is offered under the Plan, the rights and obligations of an individual covered under the URM, the Employer and Plan, with respect to permitted uses and disclosures of a covered individual's protected health information, set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) will be summarized in the SPD.

ARTICLE XI - CONTINUATION COVERAGE UNDER COBRA

The SPD includes provisions that shall be applicable to the URM to the extent the URM is a "group health plan" as defined by Code §§ 4980B and 5000(b)(1) and the regulations promulgated thereunder and to the extent it is offered under the Plan. The intent of those provisions (as incorporated in this Article) is to extend continuation rights required by COBRA.

IN WITNESS WHEREOF, the Employer has executed this Plan as of the date set forth below.

EMPLOYER'S ACKNOWLEDGMENT

As evidenced by the formal execution of this document, the undersigned Employer adopted and established this Plan on the Effective Date as the Flexible Benefits Plan of the undersigned Employer. In doing so, the undersigned Employer acknowledges that the Summary Plan Description ("SPD") and this Plan document are important legal instruments with significant legal and tax implications.

The Employer also acknowledges that it has read this SPD and the Plan document in their entirety, has consulted independent legal and tax counsel other than representatives of American Family Life Assurance Company of Columbus (Aflac), to the extent considered necessary, and accepts full responsibility for participation of Employees hereunder and the operation of the Plan. The Employer acknowledges that, as sponsor and Plan Administrator, it shall have sole responsibility to comply with all filing, reporting, and disclosure requirements imposed by the DOL, IRS, or any other government agency, specifically including, but not limited to, creating and filing Form 5500s and preparing and distributing SPDs and performing required nondiscrimination testing.

Furthermore, the Employer further acknowledges that it shall bear sole responsibility for amending the Plan as necessary to ensure compliance with applicable tax, labor, and other laws and regulations. The Employer acknowledges receipt of the checklist of Plan Sponsor Responsibilities included provided with the applicable plan document request form and has agreed to the obligations set forth therein.

It is also understood and agreed that American Family Life Assurance Company of Columbus (Aflac), and its subsidiaries, agents, and representatives, are not providing legal or tax advice to the undersigned Employer in connection with this Plan and that no representations are made by it with respect to the operation of the Flexible Benefits Plan pursuant to the documents provided by American Family Life Assurance Company of Columbus (Aflac) to the Employer.

This Plan shall be construed and enforced according to the Internal Revenue Code of 1986, as amended from time to time, the applicable regulations thereto, and the laws of the state of the principal place of business of the Employer.

IN WITNESS WHEREOF, the Employer has caused this Plan and Summary Plan Description to be executed on the day of 11th DAY OF MARCH 2016 to ratify the adoption of the Plan adopted and effective as of the Effective Date.

WITNESS:

Jacqueline Carizzo
Corporate Officer

Employer: City of Rome
By: Jacqueline Carizzo
Title: Jacqueline H. Izzo
Date: 04-01-16

ATTACHMENT I - SUMMARY PLAN DESCRIPTION

FLEXIBLE BENEFITS PLAN SUMMARY PLAN DESCRIPTION

PLAN INFORMATION SUMMARY

The Employer named below establishes a Flexible Benefits Plan (the "Plan") as set forth in this Summary Plan Description ("SPD") as of the Effective Date set forth below. The purpose of the Plan is to provide eligible Employees a choice between cash and the specified welfare benefits described in this Plan Information Summary (see "Benefits Provided Under the Plan"). Pre-tax Contribution elections under the Plan are intended to qualify for the exclusion from income provided in Section 125 of the Internal Revenue Code of 1986.

**FLEXIBLE BENEFITS PLAN
EMPLOYER INFORMATION**

- 1) Name and Address of Employer: **CITY OF ROME, NEW YORK**
Plan Administrator: **DAVID NOLAN
198 N WASHINGTON STREET
ROME, NY 13440**

The Plan Administrator has the exclusive right to interpret the Plan and to decide all matters arising under the Plan, including the right to make determinations of fact and to construe and interpret possible ambiguities, inconsistencies, or omissions in the Plan and this SPD.

- 2) Employer's Telephone Number: **(315) 339-7678**
3) Employer's Federal Tax Identification Number: **15-6000414**
4) Plan Number Assigned to Cafeteria Plan (e.g., 501 if this is the first ERISA Plan Number assigned):
5) 125 Start Date: **10/01/96**
6) Effective Date of this Plan: **04/01/16**
7) Last Day of the Plan Year: **03/31/17**
Subsequent Plan Years: **04/01-03/31**
8) Name and Address of FSA Claim Administrator: **CLAIMS PROCESSOR: FLEX ONE
1932 WYNNNTON ROAD
COLUMBUS, GA 31999**
9) Name and Address of registered agent for service of legal process: **DAVID NOLAN**

10) Affiliated Employers that will participate in the Plan :

11) Employer's Type of Business: **CORPORATION**

ELIGIBILITY

All Employees employed by the Employer shall be eligible to participate under the Plan except the following: **EMPLOYEES DESIGNATED AS PART-TIME**

An eligible Employee may become a Participant in the Plan:

- Immediately, upon the first day of employment (but not prior to the Effective Date of the Plan).
 On the day following commencement of employment.
 On the first day of the month following 30 days of employment.
 Other: **OTHER**
provided the Employee completes a Premium Deduction Authorization ("PDA"). However, eligibility for coverage under any given Benefit Plan or Policy shall be determined by the terms of that Benefit Plan or Policy, and reductions of the Employee's Compensation to pay Pre-tax or After-tax Contributions shall commence when the Employee becomes covered under the applicable Benefit Plan or Policy.

An eligible Employee may become a Participant in the Dependent Care and/or Medical Expense Reimbursement Plan(s) (if elected below):

- On the same day such Employee is eligible for the Pre-Tax Contribution benefits under the Plan.
 On the day following commencement of employment.
 On the first day of the month following days of employment.
 Other: **OTHER**, provided the Employee completes a PDA selecting such benefits.

APPENDIX II TO THE FLEXIBLE BENEFITS PLAN SUMMARY PLAN DESCRIPTION

Summary of URM HIPAA Privacy Policies and Procedures

OUR PLEDGE REGARDING MEDICAL INFORMATION

We understand that medical information about you and your health is personal. We are committed to protecting medical information about you. We create a record of the URM claims reimbursed under the Plan for Plan administration purposes. This summary applies to all of the medical records we maintain with regard to the URM. Your personal doctor or health care provider will have different policies or notices regarding the doctor's use and disclosure of your medical information created in the doctor's office or clinic. During the course of providing you with health coverage under the URM, the Plan will have access to information about you that is deemed to be "protected health information", or PHI, by the Health Insurance Portability and Accountability Act of 1996, or HIPAA. In accordance with Section 10.18 of the Plan, the following is a summary of procedures adopted by the Employer to ensure that both Employer and any third party service providers treat your PHI with the level of protection required by HIPAA. You may receive a separate notice that provides more detailed information regarding the procedures adopted by Employer.

This summary will provide you with a general overview of the ways in which we may use and disclose medical information about you. We also describe your rights and certain obligations we have regarding the use and disclosure of medical information. In the event this summary conflicts with the separate Privacy Notice from Employer, the separate Privacy Notice controls.

We are required by law to:

- make sure that medical information that identifies you is kept private;
- give you this notice of our legal duties and privacy practices with respect to medical information about you; and
- follow the terms of the notice that is currently in effect.

Your PHI will be disclosed to certain employees of Employer. Except as otherwise provided in the separate Privacy Notice that may be provided to you, these employees consist of the members of the Personnel Benefits Department of Employer who assist in administration of URM claims. These individuals may only use your PHI for Plan administration functions including those described below, provided they do not violate the provisions set forth herein. Any employee of Employer who violates the rules for handling PHI established herein will be subject to adverse disciplinary action. Employer will establish a mechanism for resolving privacy issues and will take prompt corrective action to cure any violations.

By adoption of the SPD, Employer has certified that it will comply with the privacy procedures summarized herein and detailed in any separate privacy notice. Employer may not use or disclose your PHI other than as summarized herein or as required by law. Any agents or subcontractors who are provided your PHI must agree to be bound by the restrictions and conditions concerning your PHI found herein. Your PHI may not be used by Employer for any employment-related actions or decisions or in connection with any other benefit or employee benefit plan of Employer. Employer must report to the Plan any uses or disclosures of your PHI of which Employer becomes aware that are inconsistent with the provisions set forth herein.

HOW WE MAY USE AND DISCLOSE MEDICAL INFORMATION ABOUT YOU.

The following categories describe different ways that we use and disclose medical information for purposes of URM administration. For each category of uses or disclosures we will explain what we mean and try to give some examples. Not every use or disclosure in a category will be listed. However, all of the ways we are permitted to use and disclose information will fall within one of the categories.

For Payment (as described in applicable regulations). We may use and disclose medical information about you to determine eligibility for Plan benefits, to facilitate payment for the treatment and services you receive from health care providers, to determine benefit responsibility under the Plan, or to coordinate Plan coverage.

For Health Care Operations (as described in applicable regulations). We may use and disclose medical information about you for other Plan administrative operations. These uses and disclosures are necessary to run the Plan.

As Required By Law. We will disclose medical information about you when required to do so by federal, state, or local law.

To Avert a Serious Threat to Health or Safety. We may use and disclose medical information about you when necessary to prevent a serious threat to your health and safety or the health and safety of the public or another person. Any disclosure, however, would only be to someone able to help prevent the threat.

Obtain, upon written request to the Plan Administrator, copies of all documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 series) and updated SPD. The Plan Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report.

Continue Group Health Plan Coverage

You may continue health care coverage for yourself, Spouse or Dependent children if there is a loss of coverage under the Plan as a result of a qualifying event. You or your eligible dependents will have to pay for such coverage. You should review Q-19 of this appendix for more information concerning your COBRA continuation coverage rights.

(To the extent the URM is subject to HIPAA's portability rules:) You may be eligible for a reduction or elimination of exclusionary periods of coverage for preexisting condition under your group health plan, if you move to another plan and you have creditable coverage from this Plan. You will be provided a certificate of creditable coverage, free of charge, from the Plan Administrator when you lose coverage under the Plan, when you become entitled to elect COBRA continuation coverage, when your COBRA continuation coverage ceases, if you request it before losing coverage, or if you request it up to 24 months after losing coverage. Without evidence of creditable coverage, you may be subject to a preexisting condition exclusion for 12 months (18 months for late enrollees) after your enrollment date in your coverage in another plan.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of the plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit from the Plan or from exercising your rights under ERISA.

Enforce Your Rights

If your claim for a welfare benefit under an ERISA-covered plan is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Plan review and reconsider your claim. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator. If you have a claim for benefits that is denied or ignored in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in a federal court. If it should happen that Plan fiduciaries misuse the Plan's money or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about the Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA or if you need assistance obtaining documents from the Plan Administrator, you should contact the nearest office of the U.S. Department of Labor, Employee Benefits Security Administration listed in your telephone directory, or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration; U.S. Department of Labor; 200 Constitution Ave., NW; Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

Q-4. When does coverage under the URM and/or DDC end?

You continue to participate in the URM and/or DDC until the earlier of (i) you elect not to participate in accordance with Q-9 of Flexible Benefits Plan SPD; (ii) the end of the Plan Year unless you make an election during the annual election period; (iii) you no longer satisfy the eligibility requirements described in the Plan Information Summary; (iv) you terminate employment with the employer; or (v) the Plan is terminated or amended to exclude you or the class of eligible employees of which you are a member are specifically excluded from the Plan. You are not eligible to receive reimbursement for otherwise Eligible Medical Expenses incurred during the Plan Year after you cease to be eligible unless you elect COBRA continuation coverage (as described below in Q-18 of this Appendix), provided you are eligible to elect COBRA. However, you will be eligible to receive reimbursement under the DDC for Eligible Employment-Related Expenses (as defined in Q-9 below) incurred during the Plan Year but after you cease to be eligible up to your account balance as of the date you cease to be eligible.

Coverage under the URM for your Eligible Dependents ends on earliest of the following to occur: (i) your coverage ends; (ii) the individual ceases to be an Eligible Dependent (e.g. divorce or legal separation from the spouse); or (iii) the Plan is terminated or amended to exclude individual or the class of individuals of which the individual is a member (spouse or dependent child) from coverage under the URM. Your Spouse and/or your Dependent children may also be entitled to COBRA continuation coverage if coverage is lost for certain reasons. See Q-18 of this Appendix for more information on COBRA.

Q-5. What happens to my URM Account and/or DDC Account if I take an approved leave of absence?

Generally, the rules described in Q-13 of your Flexible Benefits Plan SPD apply. However, if your URM coverage ceases during your FMLA leave, you will be entitled to elect whether to be reinstated in the URM at the same coverage level in effect before the FMLA leave (with increased contributions for the remaining period of coverage) or at a URM reimbursement level that is reduced pro-rata for the period of FMLA leave during which you did not make any contributions. Under either scenario, expenses incurred during the period that your URM coverage was not in effect are not eligible for reimbursement under this URM.

Q-6. What is the maximum URM and/or DDC benefit I may elect?

For URM, you may choose any amount of annual reimbursement you desire subject to the maximum reimbursement amount set forth in the Employer Information Section of the Plan Information Summary. The maximum reimbursement amount is also subject to dollar limitations set forth by the IRS which may be adjusted annually.

For DDC, this is set forth in the Employer Information Section, however, this amount cannot exceed the maximum amount specified in Section 129 of the Internal Revenue Code. You may receive the maximum reimbursement amount per Plan Year if you -

- are married and file a joint return; or
- are married, but you furnish more than one-half the cost of maintaining those Dependents for whom you are eligible to receive tax-free reimbursements under the DDC, your Spouse maintains a separate residence for the last 6 months of the calendar year, and you file a separate tax return; or
- are single, or a head of household for tax purposes.

If you are married and reside together but file a separate federal income tax return, the maximum DDC benefit you may elect will be lowered.

You will be required to pay the annual contribution equal to the coverage level you have chosen.

Q-7. How is my Medical Care and/or Dependent Care Expense Reimbursement benefit paid for and what amounts will be available at any particular time during the Plan Year?

For URM and DDC, when you complete the PDA, you specify the amount of Medical Care and or Dependent Care Expense Reimbursement(s) you wish to pay for with your Pre-tax Contributions. Thereafter, you must make a contribution for such coverage by having an equal portion of the annual reimbursement amount deducted from each paycheck. Your employer will distribute benefit payments from its general assets.

For URM Benefits, the full amount of the coverage you have elected, reduced by the amount of prior reimbursements received during the Plan Year, will be available to reimburse you for your out-of-pocket medical expenses incurred at any time during the Plan Year and while you are a Participant. For DDC Benefits, the amount that is available for reimbursement at any particular time will be whatever has been credited to your Dependent Care Account less any reimbursements already paid.

Q-8. How do I receive reimbursement under the Plan?

If you elect to participate in URM or DDC, you will have to take certain steps to be reimbursed for your Eligible Medical and/or Eligible Employment-Related Expenses (as defined in Q-9 below). When you incur an expense that is eligible for payment, you submit a request to the Plan's Administrator on a Request for Reimbursement form that will be supplied to you.

For URM and DDC, you must include written statement(s)/bill(s) from an independent third party(ies) stating that the eligible expenses have been incurred, and the amount of such expense(s) along with the Request for Reimbursement form. In addition, you must include for URM claims an Explanation of Benefits (EOB) form(s) from any primary medical and/or dental insurance carrier(s) indicating the amount(s) that you are obligated to pay.

For DDC, if your reimbursement request is for an amount that is more than your current Account balance, the excess part of the reimbursement will be carried over into following months, to be paid out as your balance becomes adequate. Remember, though, that you can't be reimbursed for any total Dependent Care expenses above your available, annual credits to your Account.

With respect to either DDC or URM benefits, you may not be reimbursed for any expenses that arise before your PDA becomes effective, or for any expense incurred after the close of the Plan Year (unless the Employer has adopted a grace period).

To have your Request for Reimbursements processed as soon as possible, please read the reimbursement instructions on the back of the Request for Reimbursement form you have been furnished. Please note that it is not necessary that you have actually paid an amount due for Eligible Medical and/or Eligible Employment-Related Expenses -- only that you have incurred the expense, and that it is not being paid for or reimbursed from any other source. In addition, you will have 90 days after the end of the Plan Year in which to submit a Request for Reimbursement form for Eligible Expenses incurred during the previous Plan Year (Run-off Period). You will be notified in writing if any Request for Reimbursement is denied.

Q-9. What is an "Eligible Expense?"

For URM, an "Eligible Medical Expense" is generally an expense that has been incurred by you and/or your eligible dependents that satisfies the following conditions:

1. The expense is for "medical care" as defined by Code Section 213(d). Whether an expense is for "medical care" is within the sole discretion of the Plan Administrator;
2. The expense has not been reimbursed by any other source and you will not seek reimbursement for the expense from any other source.

The Code generally defines "medical care" as any amounts incurred to diagnose, treat or prevent a specific medical condition or for purposes of affecting any function or structure of the body. This includes, but is not limited to, both over-the-counter drugs (and over-the-counter devices) when accompanied by a physician's prescription for the over-the-counter drug or medicine (or over-the-counter device). A prescription is defined as an electronic or written order for a medicine or drug that meets the legal requirements of a prescription in the state in which the medical expense is incurred and that is issued by an individual authorized to issue a prescription in that state. Not every health related expense you or your eligible dependents incur constitutes an expense for "medical care." For example, an expense is not for "medical care", as that term is defined by the Code, if it is merely for the beneficial health of you and/or your eligible dependents (e.g., vitamins or nutritional supplements that are not taken to treat a specific medical condition) or for cosmetic purposes, unless necessary to correct a deformity arising from illness, injury, or birth defect. You may, in the discretion of the Third Party Administrator/Plan Administrator, be required to provide additional documentation from a health care provider showing that you have a medical condition and/or the particular item is necessary to treat a medical condition. Expenses for cosmetic purposes are also not reimbursable unless they are necessary to correct an abnormality caused by illness, injury or birth defect. Also, "stockpiling" of over-the-counter drugs (with a prescription) and/or items, is not permitted and expenses resulting from stockpiling are not reimbursable. There must be a reasonable expectation that such drugs or items could be used during the Plan Year (as determined by the Plan Administrator).

In addition, certain expenses that might otherwise constitute "medical care" as defined by the Code are not reimbursable under the URM per regulations and thus do not constitute an "Eligible Medical Expense" for purposes of the URM:

- Premiums for accident and health insurance or long-term care insurance;
- Over-the-counter drugs and medicines that are not prescribed by a physician; and

- Expenses incurred for qualified long-term care insurance.

For DDC, you may be reimbursed for work-related expenses ("Eligible Employment-Related Expenses") incurred on behalf of any Qualifying Individual described below. Generally, these expenses must meet all of the following conditions for them to be Eligible Employment-Related Expenses:

- The expenses are incurred for services rendered after the date of your election to receive Dependent Care Expense Reimbursement, and during the calendar year to which it applies.
- Services are incurred for a Qualifying Individual. A Qualifying Individual is:
 1. An individual age 12 or under who is a "qualifying child" of the Employee as defined in Code Section 152(a)(1). Generally speaking, a "qualifying child" is a child (including a brother, sister, step sibling) of the Employee or a descendant of such child (e.g., a niece, nephew, grandchild) who shares the same principal place of abode with you for more than half the year and does not provide over half of his/her own support; or
 2. A Spouse or other tax "Dependent" (as defined generally in Code Section 152) who is physically or mentally incapable of caring for himself or herself and who has the same principal place of abode as you for more than half of the year. For purposes of this Dependent Care FSA only, a "Dependent" means an individual who is your tax dependent as defined under Code Section 152 or any individual who would otherwise qualify as your tax dependent under Code Section 152 but for the fact that (i) the individual has income in excess of the exemption amount set forth in Section 151(d); (ii) the individual is a dependent of a Participant who is a tax dependent of another taxpayer under Code Section 152 or (iii) the individual is married and files a joint return with his/her spouse. In addition, a child to whom Section 152(e) applies (a child of divorced or separated parents who resides with one or both parents for more than half the year and receives over half of his/her support from one or both parents) may only be the qualifying individual of the "custodial parent" (as defined in Code Section 152(e)(3)) without regard to which parent claims the child as a dependent on his or her tax return.
- The expenses are incurred for the care of a Dependent (as described above), or for related household services, and are incurred to enable you to be gainfully employed.
- If the expenses are incurred for services outside your household and such expenses are incurred for the care of a Dependent who is age 13 or older, such Dependent regularly spends at least 8 hours per day in your home.
- If the expenses are incurred for services provided by a Dependent care center (i.e., a facility that provides care for more than 6 individuals not residing at the facility), the center must comply with all applicable state and local laws and regulations.

The expenses are not paid or payable to a child of yours who is under age 19 at the end of the year in which the expenses are incurred or an individual for whom you or your Spouse is entitled to a personal tax exemption as a Dependent.

You are encouraged to consult your personal tax advisor or IRS Publication 17 "Your Federal Income Tax" for further guidance as to what is or is not an Eligible Expense if you have any doubts.

Q-10. When must the expenses be incurred?

Eligible Medical and Employment-Related Expenses must generally have been incurred during the Plan Year. You may not be reimbursed for any expenses arising before the Plan became effective, before your PDA becomes effective, or for any expenses incurred after the close of the Plan Year (except for expenses incurred during a grace period following the end of the Plan Year, if the Employer has adopted a grace period) or, except for Continuation Coverage and certain Eligible Employment-Related Expenses, after a separation from service. You may be reimbursed for Eligible Employment-Related Expenses that are incurred after a separation from service up to your account balance on the date of separation from service.

In addition, IRS regulations require that service or treatment be actually rendered prior to the time that the expense is reimbursed. Therefore, even if your doctor requires that an expense be paid in advance, you cannot be reimbursed until the service relating to the expense has been rendered. In order to ensure compliance with this IRS requirement, you (and/or your doctor) may be required to submit additional substantiation (such as a proposed treatment plan) with respect to certain long-term treatments (e.g., orthodontic or obstetric expenses). Failure to submit the required forms could result in your reimbursement being pended and/or denied.

If your Employer has adopted a grace period for the DDC or URM plan then:

- For DDC, if an additional grace period is provided that follows the end of the Plan Year during which amount have been allocated to the DDC that are unused at the end of the Plan Year, then they may be used to reimburse Eligible Employment-Related expenses incurred during the grace period. Unless otherwise specified by your Employer, the grace period will begin on the first day of the Plan Year following the Plan Year to which it relates and will end two (2) months and fifteen (15) days later. For example, if the Plan Year ends December 31, the grace period begins January 1st and ends March 15th.
- For URM, if an additional grace period is provided that follows the end of the Plan Year during which amount have been allocated to the URM that are unused at the end of the Plan Year, then they may be used to reimburse Eligible Medical Expenses incurred during the grace period. The grace period will begin on the first day of the Plan Year following the Plan Year to which it relates and will end two (2) months and fifteen (15) days later. For example, if the Plan Year ends December 31, the grace period begins January 1st and ends March 15th.
- In order to take advantage of the grace period, you must be a participant in the plan on the last day of the Plan Year to which the grace period relates.
- Eligible expenses incurred during a grace period and approved for reimbursement will be paid first from available amounts that were remaining at the end of the Plan Year to which the grace period relates and then from any amounts that are available to reimburse expenses incurred during the current Plan Year.
- Claims will be paid in the order that they are received.

You may not use URM amounts to reimburse Eligible Employment-Related expenses and DDC amounts may not be used to reimburse Eligible Medical Expenses.

Q-11. What if the Eligible Medical or Eligible Employment-Related Expenses I incur during the Plan Year are less than the annual amount I have elected for Medical Care and/or Dependent Care Expense Reimbursement?

If your Employer has not adopted a grace period or the carryover option then:

You will not be entitled to receive any direct or indirect payment of any amount that represents the difference between the actual Eligible Expenses you have incurred, on the one hand, and the annual coverage level you have elected and paid for, on the other. This is called the "Use-it-or-Lose-it" Rule. Any amount allocated to an Account shall be forfeited by the Participant and restored to the Employer if it has not been applied to provide the elected benefit for any Plan Year by the ninetieth (90th) day following the end of the Plan Year for which the election was effective. Amounts so forfeited shall be used to offset administrative expenses and future costs.

If your Employer has adopted a grace period option, then:

After any eligible grace period expenses have been reimbursed, any remaining amounts will be forfeited to the Employer. (see the paragraph above).

If your Employer has adopted a carryover option for the URM plan then:

The carryover option is only applicable to the URM benefit.

The URM Plan cannot have both a grace period and a carryover option. The Employer must revoke any URM grace period in order to offer the carryover option.

For DDC, you will not be entitled to receive any direct or indirect payment of any amount that represents the difference between the actual Eligible Expenses you have incurred, on the one hand, and the annual coverage level you have elected and paid for, on the other. This is called the "Use-It-or-Lose-It" Rule. Any amount allocated to an Account shall be forfeited by the Participant and restored to the Employer if it has not been applied to provide the elected benefit for any Plan Year by the ninetieth (90th) day following the end of the Plan Year for which the election was effective. Amounts so forfeited shall be used to offset administrative expenses and future costs.

For URM, you are not entitled to receive any direct or indirect payment of any amount that represents the difference between the actual Eligible Expenses you have incurred and the annual coverage level you have elected and paid for, unless the Employer has adopted the URM carryover. If the URM carryover has been elected, notwithstanding anything to the contrary in the Summary Plan Description, URM balances that are unused for a Plan Year may be used for reimbursement of eligible URM expenses incurred at any time in the subsequent Plan Year (in addition to the amount that is otherwise available for reimbursement in the subsequent Plan Year)—subject to the following terms and conditions:

- No more than \$500 of the unused amount for a Plan Year ("Carryover Maximum") may be rolled over for use in the subsequent Plan Year

- The specific Carryover amount is generally determined at the end of the run out period following such Plan Year ("Carryover").
 - For example, if you have an unused URM FSA balance at the end of the 2014 Plan Year equal to \$1000, and you have no other expenses that were incurred in 2014, your 2014 Carryover amount that may be used in the 2015 Plan Year is \$500. However, if you have 2014 Plan Year expenses equal to \$600 that you timely submit during the run out period for the 2014 Plan Year, then your 2014 Carryover amount that may be used in the 2015 Plan Year will only be \$400.
- If you incur an eligible expense during a Plan Year ("Current Year Expense") but before the end of the prior Plan Year's run out period, the plan administrator may, at its discretion, apply up to \$500 of the amount unused at the end of the prior Plan Year (if any) towards the Current Year Expense. NOTE: This will reduce the amount that is available to reimburse expenses incurred during the prior Plan Year ("Prior Year Expenses") submitted during the prior Plan Year's run out period and it will reduce the Carryover Maximum by the same amount.
 - For example, assume that you have \$800 at the end of the 2014 Plan year and you have elected \$2500 for the 2015 Plan Year. On February 1, 2015, you incur a \$2700 eligible medical expense. The entire \$2,700 expense will be reimbursed with the \$2,500 elected for 2015 and \$200 of the \$800 unused at the end of the 2014 Plan Year. However, only \$600 will be available for 2014 Plan Year expenses submitted during the run out period for the 2014 Plan year and your 2014 Carryover Maximum is reduced to \$300 (\$500 maximum minus the \$200 already used). Further assume that after reimbursement of the \$2,700 expense that was incurred on February 1, 2015 but before the end of the run out period for the 2014 Plan Year, you submit a \$750 expense incurred in 2014. Only \$600 of that 2014 expense will be reimbursed and you will have no 2014 Carryover for use in the 2015 Plan Year.
- The Carryover does not count against the maximum salary reduction election identified in the Summary Plan Description.
- If you are otherwise eligible for the URM FSA for a Plan Year but you do not make an election to participate, you may still use any Carryover from the prior Plan Year for Current Year Expenses and Prior Year Expenses (in accordance with terms of the Plan and the ordering rules described above).
- Under IRS rules, if you have unused URM FSA amounts on the last day of a Plan Year in a general purpose URM FSA (i.e., anything other than a \$0 balance), you (and your spouse, if you are married) cannot contribute to an HSA during the following plan year. Unless your employer allows you to waive any Carryover eligibility and/or direct such amounts to a limited purpose URM FSA (if offered) you must exhaust your general purpose URM FSA account prior to the last day of the Plan Year to retain HSA eligibility.
- You must be a participant in the URM FSA as of the last day of the Plan Year to benefit from the Carryover. Termination of employment and cessation of eligibility will generally result in a loss of Carryover eligibility unless a COBRA election is made.

Q-12. Will I be taxed on the DDC benefits I receive?

You will not normally be taxed on your DDC benefits, up to the limits set out in Q-4. However, to qualify for tax-free treatment, you will be required to list the names and taxpayer identification numbers on your annual tax return of any persons who provided you with Dependent care services during the calendar year for which you have claimed a tax-free reimbursement.

Q-13. What is the household and Dependent care credit?

The household and dependent care credit is an allowance for a percentage of your annual, Eligible Employment-Related Expenses as a credit against your federal income tax liability under the U.S. Tax Code. In determining what the tax credit would be, you may take into account only \$3,000 of such expenses for one Qualifying Individual, or \$6,000 for two or more Qualifying Individuals. Depending on your adjusted gross income, the percentage could be as much as 35% of your Eligible Employment-Related Expenses (to a maximum credit amount of \$1050 for one Qualifying Individual or \$2100 for two or more Qualifying Individuals) to a minimum of 20% of such expenses. The maximum 35% rate must be reduced by 1% (but not below 20%) for each \$2,000 portion (or any fraction of \$2,000) of your adjusted gross income over \$15,000.

Illustration: Assume you have one Qualifying Individual for whom you have incurred Eligible Employment-Related Expenses of \$3,600, and that your adjusted gross income is \$21,000. Since only one Qualifying Individual is involved, the credit will be calculated by applying the appropriate percentage to the first \$3,000 of expenses. The percentage is, in turn, arrived at by subtracting one percentage point from 35% for each \$2,000 of your adjusted gross income over \$15,000. The calculation is: $35\% - [(\$21,000 - 15,000)/\$2,000 \times 1\%] = 32\%$. Thus, your tax credit would be $\$3,000 \times 32\% = \960 . If you had incurred the same expenses for two or more Qualifying Individuals, your credit would have

been $\$3,600 \times 32\% = \1152 , because the entire $\$3,600$ expense would have been taken into account, not just the first $\$3,000$.

Q-14. If I participate in the DDC, will I still be able to claim the household and Dependent care credit on my federal income tax return?

You may not claim any other tax benefit for the tax-free amounts received by you under this Plan, although the balance of your qualified Dependent care expenses may be eligible for the Dependent care credit.

Q-15. When would I be better off to include the reimbursements in my income and claim the credit, rather than to treat the reimbursements as tax-free?

Generally, if you are in a lower income tax bracket, you may come out ahead by including the DDC benefits in income, and claiming the credits for Dependent care. On the other hand, it will generally be better to treat DDC benefits as tax-free the more income taxes you are required to pay. Because the actual determination of the preferable method for treating benefit payments depends on a number of factors such as one's tax filing status (e.g., married, single, head of household), number of Dependents, etc., each Participant will have to determine his or her tax position individually in order to make the decision between taxable and tax-free benefits.

Q-16. What happens to unclaimed Reimbursements?

Any Reimbursement Account benefit payments that are unclaimed (e.g., uncashed benefit checks) by the close of the Plan Year following the Plan Year in which the Eligible Medical and/or Employment-Related Expense was incurred shall be forfeited.

Q-17. What happens if a Claim for Benefits under the URM or DDC is denied?

You will be notified if your claim under the Plan is denied. The notice will be furnished to you as soon as reasonably possible but no later than 30 days after the Plan Administrator (or its designated claims administrator identified in the reimbursement form) receives your claim. However, if for reasons beyond the control of the claims reviewer, more time for processing your claim is needed, the applicable claims reviewer may take an extension of not more than 15 days following the end of the 30-day period. You will be notified of this extension before the initial 30 days has expired, and the notice will explain why an extension is necessary and the date a decision is expected to be rendered. If the reason for the extension is because you failed to submit complete information necessary to decide the claim, you will have 45 days from the notice of the extension in which to provide the information. The time period for making a decision will be suspended until the earlier of the date that you submit the necessary information or the end of the 45-day period.

The notice of the denial will include the following:

- the specific reason or reasons for the denial;
- specific reference to pertinent Plan provisions on which the denial is based;
- a description of any additional material or information necessary for the claim to be approved and an explanation of why such material or information is necessary;
- instructions on how to appeal the denied claim (including the applicable time periods) and the identity of the individual(s) who will review the denied claim; and
- Any other information required by applicable law.

If your claim is denied in whole or in part, you may appeal by requesting a review of the denied claim. Your request must be in writing and must be submitted in accordance with the instructions set forth in the denial notice within 180 days after you receive notice of the denial. If there are two levels of appeal, you will have a reasonable amount of time described in the notice of denial in which to request a second review by the Plan Administrator. As part of the appeal process (whether there is one or two appeals), you or your authorized representative may examine documents, records, and other information relevant to your claim and submit issues, documents and comments in writing. You will be notified in writing of the decision on review as soon as reasonably possible but no later than 60 days after the request for review is received. The notice will contain the same type of information described above and it will indicate whether there are one or two levels of appeals. If there are two levels of appeals, the decisions on review will be made no later than 30 days after the request for each review is received. The reviews upon appeal (whether one level or two) will take into account all comments, documents, records and other information submitted by the claimant relating to the claim without regard to whether such information was submitted or considered in a previous review. In no event will a determination upon review be made by the same individual(s) who made previous determinations or someone who is a subordinate of any individual who made such previous determinations. The Plan Administrator is the claims fiduciary responsible for making final claim decisions under the Plan.

In the event of your death, your beneficiary has the same rights and is subject to the same time limits and other restrictions that would otherwise apply to you under the claims procedures explained above.

Q-18. What is COBRA continuation coverage?

Federal law requires most employers sponsoring group health plans to offer employees and their families the opportunity for a temporary extension of health care coverage (called "continuation coverage") at group rates in certain instances where coverage under the plans would otherwise end. These rules apply to the URM only, unless the Employer is a small-employer within the meaning of the applicable regulations. The Plan Administrator can tell you whether the Employer is a small employer (and thus not subject to these rules).

When Coverage May Be Continued

If you are a Participant in the URM, then you have a right to choose continuation coverage under the URM if you lose your coverage because of a reduction in your hours of employment; or a voluntary or involuntary termination of your employment (for reasons other than gross misconduct).

If you are the Spouse of a Participant, then you have the right to choose continuation coverage for yourself if you lose coverage due to the death of your Spouse; a voluntary or involuntary termination of your Spouse's employment (for reasons other than gross misconduct) or reduction in your Spouse's hours of employment; or the divorce or legal separation from your Spouse.

In the case of a Dependent child of a Participant, he or she has the right to choose continuation coverage if coverage is lost because of: the death of the employee; a voluntary or involuntary termination of the employee's employment (for reasons other than gross misconduct) or reduction in the employee's hours of employment; his or her parents' divorce or legal separation; or his or her loss of Dependent status. A child who is born to, or placed for adoption with, the employee during a period of continuation coverage is also entitled to continuation coverage under COBRA. Those who are entitled to continue coverage under COBRA are called "Qualified Beneficiaries."

NOTE: Notwithstanding the preceding paragraphs, you generally will not have the right to elect COBRA continuation if the amount you have contributed for URM at the time of the COBRA Qualifying Event is less than the amount of URM reimbursements you have received. You will be notified of your particular right to elect COBRA continuation coverage.

Type of Coverage

If you choose continuation coverage, you may continue the level of coverage you had in effect immediately preceding the qualifying event. However, if Plan benefits are modified for similarly situated active employees, then they will be modified for you and other Qualified Beneficiaries as well. You will be eligible to make a change in your benefit election with respect to the Plan upon the occurrence of any event that permits a similarly situated active employee to make a benefit election change during a Plan Year. If you do not choose continuation coverage, your coverage under the URM will end with the date you would otherwise lose coverage.

Notice Requirements

You or your covered Dependents (including your Spouse) must notify the COBRA Administrator identified in the Plan Information Summary in writing of a divorce, legal separation, or a child losing dependent status under the Plan within 60 days of the later date of the event or the date on which coverage is lost because of the event. Your written notice must identify the qualifying event, the date the qualifying event occurred, and the qualified beneficiaries impacted by the qualifying event. When the COBRA Administrator is notified that one of these events has occurred, the Plan Administrator will in turn notify you that you have the right to choose continuation coverage by sending you the appropriate election forms. Notice to an employee's Spouse is treated as notice to any covered dependents who reside with the Spouse. You may be required to provide additional documentation (e.g., a copy of the divorce decree).

An employee or covered dependent is responsible for notifying the COBRA Administrator if he or she becomes covered under another group health plan.

Election Procedures and Deadlines

Each qualified beneficiary is entitled to make a separate election for continuation coverage under the Plan if they are not otherwise covered as a result of another Qualified Beneficiary's election. In order to elect continuation coverage, you must complete the Election Form(s) within 60 days from the date you would lose coverage for one of the reasons described above or the date you are sent notice of your right to elect continuation coverage, whichever is later and send it to the COBRA Administrator identified in the Plan Information Summary. Failure to return the Election Form(s) within the 60-day period will be considered a waiver of your continuation coverage rights.

Cost

You will have to pay the entire cost of your continuation coverage. The cost of your continuation coverage will not exceed 102% of the applicable premium for the period of continuation coverage. The first premium payment after electing continuation coverage will be due 45 days after making your election. Subsequent premiums must be paid within a 30-day grace period following the due date. Failure to pay premiums within this time period will result in automatic termination of your continuation coverage. Claims incurred during any period will not be paid until your premium payment is received for that period. If you timely elect continuation coverage and pay the applicable premium, however, then continuation coverage will relate back to the first day on which you would have lost regular coverage.

When Continuation Coverage Ends

The maximum period for which coverage may be continued will be until the end of the Plan Year in which the qualifying event occurs. To the extent that Nonelective Employer contributions are provided, the maximum duration of coverage may be 18 or 36 months from the qualifying event (depending on the type of qualifying event). You will be notified of the duration of continuation coverage when you have a qualifying event. However, continuation coverage may end earlier for any of the following reasons:

- The contribution for your continuation coverage is not paid on time or it is insufficient (Note: if your payment is insufficient by the lesser of 10% of the required COBRA premium, or \$50, you will be given 30 days to cure the shortfall);
- After you elect COBRA continuation coverage, the date that you first become covered under another group health plan under which you are not subject to a pre-existing condition exclusion limitation;
- After you elect COBRA continuation coverage, the date that you first become entitled to Medicare; or
- The date the employer no longer provides group health coverage to any of its employees.

Q-19. How long will the Plan remain in effect?

Although the Employer expects to maintain the URM and DDC indefinitely, it has the right to modify or terminate the programs at any time for any reason. It is also possible that future changes in state or federal tax laws may require that the Plan be amended accordingly.

Q-20. Will my health information be kept confidential?

Under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") group health plans such as the URM and the third party service providers are required to take steps to ensure that certain "protected health information" is kept confidential. Attached as Appendix II to this SPD (included in the HIPAA packet) is a summary of your rights and obligation under HIPAA. You may receive a separate notice that outlines the Employer's health privacy policies in more detail.

Q-21. Is there any other important information that I should know about the Reimbursement Plan?

Participation in the Plan does not give any Participant the right to be retained in the employ of his or her Employer or any other right not specified in the Plan. The Plan Administrator's name, address and telephone number appear in the Plan Information Summary attached to the front of this SPD. The Plan Administrator has the exclusive right to interpret the Plan and to decide all matters arising under the Plan, including the right to make determinations of fact and construe and interpret possible ambiguities, inconsistencies, or omissions in the Plan and this SPD. Other important information such as the Plan Number and Plan Sponsor's name has also been provided in the Plan Information Summary.

ERISA Rights

The URM may be an ERISA welfare benefit plan (unless the employer is a governmental employer or the plan is a "church plan" as defined in the applicable regulations). As a Participant in an ERISA-covered benefit, you are entitled to certain rights and protections under the Employee Retirement Income Security Act ("ERISA"). ERISA provides that all plan Participants shall be entitled to:

Receive Information About Your Plan and Benefits

Examine, without charge, at the Plan Administrator's office and at other specified locations, such as work-sites and union halls, all documents governing the plan, including insurance contracts, collective bargaining agreements, and a copy of the latest annual report (Form 5500 series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

BENEFITS PROVIDED UNDER THE PLAN

The following Benefit Plans and Policies subject to the terms and conditions of the Plan are available for election by eligible Employees. The maximum a Participant can contribute via the PDA is the maximum aggregate cost of the Benefit Plans or Policies elected minus any Nonelective Contribution made by the Employer. It is intended that such Pre-tax Contribution amounts shall, for tax purposes, constitute an Employer contribution, but may constitute Employee contributions for state insurance law purposes. Copies of the Benefit Plans or Policies (or a list of eligible Policy numbers) shall be attached as an appendix to this Plan.

- [X] Group Major Medical Coverage
- [X] Vision Care Coverage
- [X] Disability Income - Short Term (A&S)
- [X] Cancer Insurance
- [X] Dental Coverage
- [X] Group Term Life Insurance
- [] Disability Income - Long Term (LTD)
- [] Intensive Care Insurance
- [X] Accident Insurance
- [X] Hospital Indemnity Insurance (HIP)
- [] Specified Health Event
- [] Personal Sickness Indemnity (PSI)
- [X] ~~Medical Care Expense Reimbursement described in Appendix I to this SPD, not to exceed \$ 3000~~ per Plan Year pursuant to the CITY OF ROME, NEW YORK Medical Care Expense Reimbursement Plan.

Code Section 135 of IRS for 2016. 2550.00 All.

Name and Address of Medical Care Expense Reimbursement Plan
COBRA Administrator (if applicable): _____

- [X] Dependent Care Expense Reimbursement described in Appendix I to this SPD. *155000.00*
- [] Health Savings Account (as defined in Code Section 223) established with the following
Custodian/Trustee: _____
- [] Opt-out Option: See Employer enrollment material.

THE FUNDING AGENT

The Employer selects the following Funding Agent for the Plan (check one):

- The Employer, which will comply with the requirements of Article VII of the Plan.
- The Flexible Benefits Trust created concurrently with the execution of the Plan, which shall receive contributions under the Plan in accordance with Article VII of the Plan.

ADMINISTRATIVE EXPENSES

Administrative Expenses incurred in operating the Plan shall be paid by (check one):

- The Employer, except as otherwise noted in the Plan.
- The Participants, except as otherwise noted in the Plan.

FLEXIBLE BENEFITS PLAN SUMMARY PLAN DESCRIPTION

Introduction

Your employer (the "Employer") is pleased to sponsor an employee benefit program known as a "Flexible Benefits Plan" (the "Plan") for you and your fellow employees. Under federal tax laws, it is also known as a "cafeteria plan". It is so called because it lets you choose from several different insurance and fringe benefit programs according to your individual needs. The Employer provides you with the opportunity to use pre-tax dollars to pay for them by entering into a salary redirection arrangement instead of receiving a corresponding amount of your regular pay. This arrangement helps you because the benefits you elect are nontaxable; you save Social Security and income taxes on the amount of your salary redirection. Alternatively, your Employer may allow you to pay for any of the available benefits with after-tax contributions on a salary deduction basis.

This Summary Plan Description ("SPD") describes the basic features of the Plan, how it operates, and how you can get the maximum advantage from it. Information relating to the Plan that is specific to your Employer is described in the Plan Information Summary attached to the front of this SPD. You will be referred to the Plan Information Summary throughout the SPD. The Plan is also established pursuant to a plan document into which this SPD has been incorporated. If there is a conflict between the official plan document and the SPD, the plan document will govern.

In some cases, the Employer may adopt a Medical Care and/or Dependent Care Reimbursement Plan. If so, they will be listed in the Plan Information Summary as "Benefits Provided under the Plan," and the SPD for each Reimbursement Plan adopted by the Employer will be set forth in Appendix I to this SPD. To the extent that the Employer adopts a Medical Care Reimbursement Plan as indicated in the Plan Information Summary, a summary of your rights and obligations under HIPAA's privacy rules is attached to this SPD as Appendix II.

You may also be able to make pre-tax contributions to a Health Savings Account (as defined in Code Section 223) through this Plan if Health Savings Accounts are identified as an included benefit under "Benefits Provided under the Plan" in the Plan Information Summary. If Health Savings Accounts are identified as a benefit plan option offered under the Plan, your rights and obligations in regard to such contributions will be set forth in the Health Savings Account Contribution Appendix attached hereto.

Questions & Answers about the Flexible Benefits Plan

Q-1. What is the purpose of the Plan?

The purpose of the Plan is to allow eligible employees to pay for certain benefits offered under the Plan (called "Benefit Plans or Policies") with pre-tax dollars called "Pre-tax Contributions". Pre-tax Contributions are described in more detail in Q-8 of this SPD.

Q-2. What benefits can I purchase on a pre-tax basis through the Plan?

You will be able to choose to participate in the Plan's various pre-tax options by filling out any required enrollment form(s) for the component Benefit Plans or Policies offered under the Plan. The complete list of Benefit Plans or Policies offered under the Plan is located in the Plan Information Summary under "Benefits Offered Under the Plan." NOTE: You may only contribute with Pre-tax Contributions towards the cost of Benefit Plans or Policies that cover you, your legal Spouse, and/or your tax Dependents defined under Internal Revenue Code Section 152. Each Benefit Plan or Policy may define eligible Dependents more narrowly for purposes of coverage under the particular Benefit Plan or Policy.

Q-3. Who can participate in the Plan?

Each employee of the Employer (or an Affiliated Employer identified in the Plan Information Summary) who satisfies the eligibility requirements described in the Plan Information Summary and who is eligible to participate in any of the Benefit Plans or Policies offered under the Plan will be eligible to participate in this Plan as of the date described in the Plan Information Summary (see Q-5 of this SPD for instructions on how to become a Participant). Those employees who actually participate in the Plan are called "Participants." The terms of eligibility of this Plan do not override the terms of eligibility of each of the Benefit Plans or Policies offered under the Plan. For the details regarding eligibility provisions, benefit amounts, and premium schedules for each of the Benefit Plans or Policies, please refer to the plan summary for each of the Benefit Plans or Policies listed in the Plan Information Summary.

Only coverage for an Employee and the Employee's Dependents may be paid for under this Plan. A dependent is defined generally as an individual who would be considered the Employee's spouse under the federal income tax code or the Employee's tax dependents as defined in Code Section 152; however, for purposes of health benefits and Dependent Care Reimbursement ("DDC") benefits offered under the Plan, a dependent is defined as (i) for health plan purposes, as set forth in Code Section 105(b) and (ii) for DDC purposes, as any person who meets the requirements to be a "qualifying individual" as defined in the DDC component SPD.

Q-4. When does my participation in the Plan end?

You continue to participate in the Plan until (i) you elect not to participate in accordance with Q-9 of this SPD; (ii) you no longer satisfy the eligibility requirements described in the Plan Information Summary; (iii) you terminate employment with the Employer; or (iv) the Plan is terminated or amended to exclude you or the class of employees of which you are a member. If your employment with the Employer is terminated during the Plan Year or you otherwise cease to be eligible, your active participation in the Plan will automatically cease, and you will not be able to make any more

Pre-tax Contributions under the Plan. If you are rehired within the same Plan Year or you become eligible again, you may make new elections, provided that you are rehired or become eligible again more than 30 days after you terminated employment or lost eligibility. If you are rehired or again become eligible within 30 days or less, your prior elections will be reinstated and remain in effect for the remainder of the Plan Year unless you again lose eligibility.

Q-5. How do I become a Participant?

You become a Participant by communicating to your employer, prior to the Plan start date, your election to participate in the Plan by signing an individual Premium Deduction authorization (PDA) on which you elect one or more of the Benefit Plans or Policies available under the Plan, as well as agree to a salary redirection to pay for those benefits so elected. You will be provided a PDA when you first become eligible to participate in this Plan.

Q-6. What are the enrollment periods for entering the Plan?

If you are eligible on the effective date of the Plan, you must enroll during the enrollment period immediately preceding the effective date of the Plan. Otherwise, you must enroll during either the "Initial Enrollment Period" or the "Annual Enrollment Period". You will be notified of the dates that each enrollment period begins and ends in the enrollment material provided to you prior to each enrollment period. If you make an election during the Initial Enrollment Period, your participation in this Plan will begin on the later of your eligibility date described in the Plan Information Summary, the first pay period coinciding with or next following the date that your election is received by the Plan Administrator (or its designated claims administrator) or the date coverage under a Benefit Plan or policy that you elect begins. The effective date of coverage under the applicable Benefit Plan(s) or Policy(ies) is governed by the terms of each Benefit Plan or Policy, as set forth in the governing documents for each Benefit Plan or Policy. The election that you make during the Initial Enrollment Period is effective for the remainder of the Plan Year and generally cannot be revoked during the Plan Year unless you have a Change in Status event as described in Q-9 below. If you do not make an election during the Initial Enrollment Period, you will be deemed to have elected not to participate in this Plan for the remainder of the Plan Year. You may, however, be covered by certain Benefit Plans or Policies automatically (and be required to contribute with pre-tax dollars) even if you fail to make an election. These automatic Benefit Plans or Policies are called "Default Benefits" and will be identified in the enrollment material that you receive.

The election that you make during the Annual Enrollment Period is effective the first day of the next Plan Year and is irrevocable for the entire Plan Year unless you have a Change in Status event described in Q-9 below. A Participant who fails to complete, sign, and file a PDA during the Annual Enrollment Period as required shall be deemed to have elected to continue participation in the Plan with the same benefit elections as during the prior Plan Year (adjusted to reflect any increase/decrease in applicable premiums), and except for a Change in Status, will not be permitted to modify his election until the next Annual Enrollment Period. Notwithstanding the foregoing, annual elections for participation in the Medical Care and Dependent Care Expense Reimbursement Plans, if offered under the Plan, must be made by submitting a PDA prior to the beginning of each Plan Year -- no deemed elections shall occur with respect to such benefits.

The Plan Year is generally a 12-month period (except during the initial or last Plan Year of the Plan). The beginning and ending dates of the Plan Year are described in the Plan Information Summary.

Q-7. What tax advantages are available through the Plan?

Suppose your monthly gross pay is \$2,500 per month and your cost for coverage is \$140 per month. Also, suppose your total withholdings (income tax and Social Security) are 22.65%. After paying for coverage from your after-tax pay, your take home pay is \$1,794. However, under the pre-tax premium plan, you will be considered to have received \$2,360 gross pay rather than \$2,500 for tax purposes with \$140 contributed for medical coverage. This means your take home pay will be \$1,825 with the pre-tax premium plan rather than \$1,794 without it. Thus, you save \$31 per month (\$372 per year) by participating in the pre-tax premium plan. The Table below illustrates this savings.

	<u>With Cafeteria Plan</u>	<u>Without Cafeteria Plan</u>
Gross Monthly Pay	\$2,500	\$2,500
Pre-Tax Coverage Under Plan	140	--
Taxable Income	<u>2,360</u>	<u>2,500</u>
Estimated Federal Tax (15%)	354	375
FICA Tax	181	191
After-tax Coverage	--	<u>140</u>
Take Home Pay	1,825	1,794

Potential Monthly Savings: \$31.00

Q-8. How are my contributions under the Benefit Plans or Policies made?

When you become a Participant, your share of the contributions for the elected Benefit Plan or Policy(ies) will be paid with Pre-tax Contributions elected on the PDA. Pre-tax Contributions are amounts withheld from your gross income before any applicable federal and state taxes have been deducted (some state tax laws do not recognize Pre-tax Contributions). In addition, all or a portion of the cost of the Benefit Plans or Policies may, in the Employer's discretion, be paid with contributions made by the Employer on behalf of each Participant (these are called "Nonelective Contributions"). The amount of Nonelective Contribution that is applied towards the cost of the Benefit Plan(s) or

Policy(ies) for each Participant and/or level of coverage is subject to the sole discretion of the Employer, and it may be adjusted upward or downward in the Employer's sole discretion. The Nonelective Contribution amount will be calculated for each Plan Year in a uniform and nondiscriminatory manner and may be based upon your Dependent status, commencement or termination date of your employment during the Plan Year, and such other factors that the Employer deems relevant. In no event will any Nonelective Contribution be disbursed to you in the form of additional, taxable Compensation except as otherwise provided in the enrollment material. To the extent set forth in the enrollment material, the Employer may make available a certain amount of Nonelective Contributions and then allow you to allocate the Nonelective Contributions among the various Benefit Plan(s) or Policy(ies) that you choose (subject to restrictions described in the enrollment material).

Q-9. Can I ever change my election during the Plan Year?

Generally, you cannot change your election to participate in the Plan or vary the Pre-tax Contribution amounts although your election will terminate if you are no longer working for the Employer or no longer eligible under the terms of the Plan. Otherwise, you may change your elections for Pre-Tax Contributions only during the Annual Enrollment Period, and then, only for the coming Plan Year. There are several important exceptions to this general rule: You may change or revoke your previous election during the Plan Year if you file a written request for change with the Plan Administrator (or its designated claims administrator) within 30 days of any of the following events:

1. **Change in Status.** If one or more of the following "Changes in Status" occur, you may revoke your old election and make a new election, provided that both the revocation and new election are on account of and correspond with the Change in Status (as described below). Those occurrences that qualify as a Change in Status include the events described below, as well as any other events that the Plan Administrator determines are permitted under subsequent IRS regulations:
 - a change in your legal marital status (such as marriage, legal separation, annulment, or divorce or death of your Spouse);
 - a change in the number of your tax Dependents (such as the birth of a child, adoption or placement for adoption of a Dependent, or death of a Dependent);
 - any of the following events that change the employment status of you, your Spouse, or your Dependent that affect benefit eligibility under a cafeteria plan (including this Plan and the Plan of another employer) or other employee benefit plan of yours, your Spouse, or your Dependents. Such events include any of the following changes in employment status: termination or commencement of employment, a strike or lockout, a commencement of or return from an unpaid leave of absence, a change in worksite, switching from salaried to hourly-paid, union to non-union, or part-time to full-time; incurring a reduction or increase in hours of employment; or any other similar change which makes the individual become (or cease to be) eligible for a particular employee benefit (NOTE: The specific rules governing election changes when you take a leave of absence are described in Q-13 of this SPD);
 - an event that causes your Dependent to satisfy or cease to satisfy an eligibility requirement for a particular benefit (such as attaining a specified age, getting married, or ceasing to be a student);
 - a change in your, your Spouse's or your Dependent's place of residence.
 - a change in your employment status such that you are no longer to average 30 hours or more per week each month but does not otherwise cause you to lose eligibility for group health benefits that provide minimum essential coverage; or
 - you are eligible to enroll in a Qualified Health Plan offered in the Marketplace during the Marketplace's special or annual enrollment period.

If a Change in Status occurs and you want to make a corresponding election change, you must inform the Plan Administrator and complete a new election within 30 days from the date of the event. The election change must be on account of and correspond with the Change in Status event as determined by the Plan Administrator with the exception of special enrollment resulting from birth, placement for adoption or adoption, all election changes are prospective.

As a general rule, a desired election change will be found to be consistent with a Change in Status event if the event affects eligibility for coverage. A Change in Status affects eligibility for coverage if it results in an increase or decrease in the number of Dependents who may benefit under the plan. In addition, you must also satisfy the following specific requirements in order to alter your election based on that Change in Status:

- **Loss of Dependent Eligibility.** For accident and health benefits (e.g., health, dental and vision coverage, and Medical Care Reimbursement Plan), a special rule governs which types of election changes are consistent with the Change in Status. For a Change in Status involving your divorce, annulment or legal separation from your Spouse, the death of your Spouse or your Dependent, or your Dependent ceasing to satisfy the eligibility requirements for coverage, your election to cancel accident or health benefits for any individual other than your Spouse involved in the divorce, annulment, or legal separation, your deceased Spouse or Dependent, or your Dependent that ceased to satisfy the eligibility requirements, would fail to correspond with that Change in Status. Hence, you may only cancel accident or health coverage for the affected Spouse or Dependent.

Example: Employee Mike is married to Sharon, and they have one child. The employer offers a calendar year cafeteria plan that allows employees to elect no health coverage, employee-only coverage, employee-plus-one-Dependent coverage, or family coverage. Before the plan year, Mike elects family coverage for himself, his wife Sharon, and their child. Mike and Sharon subsequently divorce during the plan year; Sharon loses eligibility for coverage under the plan, while the child is still eligible for coverage under the plan. Mike now wishes to cancel his previous election and elect no health coverage. The divorce between Mike and Sharon constitutes a Change in Status. An election to cancel coverage for Sharon is consistent with this Change in Status. However, an election to cancel coverage for Mike and/or the child is not consistent with this Change in Status. In contrast, an election to change to employee-plus-one-Dependent coverage would be consistent with this Change in Status. However, there are instances in which you may be able to increase your Pre-tax Contributions to pay for COBRA coverage of a Dependent child or yourself.

- *Gain of Coverage Eligibility Under Another Employer's Plan.* For a Change in Status in which you, your Spouse, or your Dependent gain eligibility for coverage under another employer's cafeteria plan (or Benefit Plan or Policy) as a result of a change in your marital status or a change in your, your Spouse's, or your Dependent's employment status, your election to cease or decrease coverage for that individual under the Plan would correspond with that Change in Status *only* if coverage for that individual becomes effective or is increased under the other employer's plan.
- *Dependent Care Reimbursement Plan Benefits (if offered under the Plan. See the list of Benefit Plans or Policies offered under the Plan in the Plan Information Summary).* With respect to the Dependent Care Reimbursement Plan benefit (if offered by the Plan), you may change or terminate your election only if (1) such change or termination is made on account of and corresponds with a Change in Status that affects eligibility for coverage under the Plan; or (2) your election change is on account of and corresponds with a Change in Status that affects the eligibility of Dependent care assistance expenses for the available tax exclusion.

Example: Employee Mike is married to Sharon, and they have a 12 year-old daughter. The employer's plan offers a Dependent care expense reimbursement program as part of its cafeteria plan. Mike elects to reduce his salary by \$2,000 during a plan year to fund Dependent care coverage for his daughter. In the middle of the plan year when the daughter turns 13 years old, however, she is no longer eligible to participate in the Dependent care program. This event constitutes a Change in Status. Mike's election to cancel coverage under the Dependent care program would be consistent with this Change in Status.

- *Ability to Procure Minimum Essential Coverage.* For a Change in Status in which you no longer average 30 hours or more per week each month but do not otherwise lose eligibility for group health benefits that provide minimum essential coverage, your election to revoke coverage under the Plan would correspond with that Change in Status only if you certify your intent to enroll yourself and any other dependents whose coverage is revoked in another plan that provides minimum essential coverage that is effective no later than the first day of the second month following the month that includes the date the original coverage is revoked.
- *Gain of Coverage Eligibility in the Marketplace.* For a Change in Status in which you gain eligibility for coverage in a Qualified Health Plan in the Marketplace's special or annual enrollment period, your election to revoke coverage under the Plan would correspond with that Change in Status only if you certify your intent to enroll yourself and any other dependents whose coverage is revoked in new coverage under a Qualified Health Plan that is effective beginning no later than the day immediately following the last day of the original coverage that is revoked.
- *Group Term Life Insurance, Disability Income, or Dismemberment Benefits (if offered under the Plan. See the list of Benefit Plans or Policies offered under the Plan in the Plan Information Summary).* For group term life insurance, disability income, and accidental death and dismemberment benefits, if you experience any Change in Status (as described above), you may elect either to increase or decrease coverage.

Example: Employee Mike is married to Sharon, and they have one child. The employer's plan offers a cafeteria plan which funds group-term life insurance coverage (and other benefits) through salary reduction. Before the plan year Mike elects \$10,000 of group-term life insurance. Mike and Sharon subsequently divorce during the plan year. The divorce constitutes a Change in Status. An election by Mike either to increase or to decrease his group-term life insurance coverage would each be consistent with this Change in Status.

2. **Special Enrollment Rights.** If you, your Spouse, and/or a Dependent are entitled to special enrollment rights under a Benefit Plan or Policy that is a group health plan, you may change your election to correspond with the special enrollment right. Thus, for example, if you declined enrollment in medical coverage for yourself or your eligible Dependents because of outside medical coverage and eligibility for such coverage is subsequently lost due to certain reasons (i.e., due to legal separation, divorce, death, termination of employment, reduction in hours, or exhaustion of COBRA period), you may be able to elect medical coverage under the Plan for yourself and your eligible Dependents who lost such coverage. Furthermore, if you have a new Dependent as a result of marriage, birth, adoption, or placement for adoption, you may also be able to enroll yourself, your Spouse, and your newly acquired Dependents, provided that you request enrollment within the Election Change Period. An election change that corresponds with a special enrollment must be prospective, unless the special enrollment is attributable to the birth, adoption, or placement for adoption of a child, which may be retroactive up to 30 days. Please refer to the group health plan description for an explanation of special enrollment rights.
3. **Certain Judgments, Decrees and Orders.** If a judgment, decree or order from a divorce, separation, annulment, or custody change requires your Dependent child (including a foster child who is your tax Dependent) to be covered under

this Plan, you may change your election to provide coverage for the Dependent child identified in the order. If the order requires that another individual (such as your former Spouse) cover the Dependent child, and such coverage is actually provided, you may change your election to revoke coverage for the Dependent child.

4. **Entitlement to Medicare or Medicaid.** If you, your Spouse, or a Dependent becomes entitled to Medicare or Medicaid, you may cancel that person's accident or health coverage. Similarly, if you, your Spouse, or a Dependent who has been entitled to Medicare or Medicaid loses eligibility for such, you may, subject to the terms of the underlying plan, elect to begin or increase that person's accident or health coverage.
5. **Change in Cost.** If you are notified that the cost of your Benefit Plan or Policy coverage under the Plan *significantly* increases or decreases during the Plan Year, you may make certain election changes. If the cost significantly increases, you may choose either to make an increase in your contributions, revoke your election and receive coverage under another Benefit Plan or Policy that provides similar coverage, or drop coverage altogether if no similar coverage exists. If the cost significantly decreases, you may revoke your election and elect to receive coverage provided under the option that decreased in cost. For *insignificant* increases or decreases in the cost of Benefit Plans or Policies, however, your Pre-tax Contributions will automatically be adjusted to reflect the minor change in cost. The Plan Administrator will have final authority to determine whether the requirements of this section are met.

Example: Employee Mike is covered under an indemnity option of his employer's accident and health insurance coverage. If the cost of this option significantly increases during a period of coverage, the Employee may make a corresponding increase in his payments or may instead revoke his election and elect coverage under an HMO option.

6. **Change in Coverage.** If you are notified that your Benefit Plan or Policy coverage under the Plan is significantly curtailed, you may revoke your election and elect coverage under another Benefit Plan or Policy that provides similar coverage. If the significant curtailment amounts to a complete loss of coverage, you may also drop coverage if no other similar coverage is available. Further, if the Plan adds or significantly improves a benefit option during the Plan Year, you may revoke your election and elect to receive on a prospective basis coverage provided by the newly added or significantly improved option, so long as the newly added or significantly improved option provides similar coverage. Also, you may make an election change that is on account of and corresponds with a change made under another employer plan (including a plan of the Employer or another employer), so long as: (a) the other employer plan permits its participants to make an election change permitted under the IRS regulations; or (b) the Plan Year for this Plan is different from the Plan Year of the other employer plan. Finally, you may change your election to add coverage under this Plan for yourself, your Spouse, or your Dependent if such individual(s) loses coverage under any group health coverage sponsored by a governmental or educational institution. The Plan Administrator will have final discretion to determine whether the requirements of this section are met.

Additionally, your election(s), may be modified downward during the Plan Year if you are a Key Employee or Highly Compensated Individual (as defined by the Internal Revenue Code), if necessary to prevent the Plan from becoming discriminatory within the meaning of the federal income tax law.

Q-10. How long will the Plan remain in effect?

Although the Employer expects to maintain the Plan indefinitely, it has the right to modify or terminate the program at any time for any reason. It is also possible that future changes in state or federal tax laws may require that the Plan be amended accordingly.

Q-11. What happens if my claim for benefits under this Plan is denied?

This SPD describes the basic features of the Plan. If your claim is for a benefit under one of the component Benefit Plans or Policies, you will generally proceed under the claims procedures applicable under the component Benefit Plan or Policy (see the plan summary for each of the Benefit Plans or Policies that you elect). However, if you are denied a benefit under this Plan, the claims procedure under this Plan will apply. You will be notified if your claim under the Plan is denied. The notice of denial will be furnished to you within 30 days after receiving your claim. However, if additional time is needed to process your claim you will be notified before the initial 30-day period has expired. The notice will explain why an extension is necessary and the date a decision is expected to be rendered. In no event will an extension go beyond 15 days after the end of the initial 30-day period. The notice of the denial will include the specific reasons for the denial and the relevant plan provisions on which the denial was based.

If your claim is denied in whole or in part, you may appeal by requesting a review of the denied claim, as set forth in the notice of denial, within 180 days after you receive notice of the denial. If there are two levels of appeal (as indicated in the notice of denial), you will have a reasonable amount of time in which to request a second review and such time period will be identified in the notice of denial. As part of the appeal process (whether there is one or two appeals), you or your authorized representative may examine documents, records, and other information relevant to your claim and submit issues, documents and comments in writing. Within 60 days after the request for review is received, you will be notified in writing of the decision on review.

The notice of denial will indicate whether there are one or two levels of appeals and will contain the same type of information provided to you in the first notice of denial. If there are two levels of Plan appeals, the decisions on appeal will be made within 30 days after the request for each review is received. The Plan Administrator is the claims fiduciary for making the final decision under the plan.

In the event of your death, your beneficiary has the same rights and is subject to the same time limits and other restrictions that would otherwise apply to you under the claims procedures explained above.

Q-12. What effect will Plan participation have on Social Security and other benefits?

Plan participation will reduce the amount of your taxable compensation. Accordingly, there could be a decrease in your Social Security benefits and/or other benefits (e.g., pension, disability and life insurance) that are based on taxable compensation.

Q-13. What happens if I take a leave of absence?

- (a) If you go on a qualifying unpaid leave under the Family and Medical Leave Act of 1993 (FMLA), to the extent required by the FMLA, the Employer will continue to maintain your Benefit Plans or Policies providing health coverage on the same terms and conditions as though you were still active (e.g., the Employer will continue to pay its share of the contribution to the extent you opt to continue coverage).
- (b) Your Employer may elect to continue all coverage for Participants while they are on paid leave (provided Participants on non-FMLA paid leave are required to continue coverage). If so, you will pay your share of the contributions by the method normally used during any paid leave (for example, with Pre-tax Contributions if that is what was used before the FMLA leave began).
- (c) In the event of unpaid FMLA leave (or paid leave where coverage is not required to be continued), if you opt to continue your group health coverage, you may pay your share of the contribution with after-tax dollars while on leave, or you may be given the option to pre-pay all or a portion of your share of the contribution for the expected duration of the leave with Pre-tax Contributions from your pre-leave compensation by making a special election to that effect before the date such compensation would normally be made available to you provided, however, that pre-payments of Pre-tax Contributions may not be utilized to fund coverage during the next Plan Year, or by other arrangements agreed upon between you and the Plan Administrator (for example, the Plan Administrator may fund coverage during the leave and withhold amounts from your compensation upon your return from leave). The payment options provided by the Employer will be established in accordance with Code Section 125, FMLA and the Employer's internal policies and procedures regarding leaves of absence. Alternatively, the Employer may require all Participants to continue coverage during the leave. If so, you may elect to discontinue your share of the required contributions until you return from leave. Upon return from leave, you will be required to repay the contribution not paid during the leave in a manner agreed upon with the Administrator.
- (d) If your coverage ceases while on FMLA leave (e.g., for non-payment of required contributions), you will be permitted to re-enter the Plan upon return from such leave on the same basis as you were participating in the Plan prior to the leave, or as otherwise required by the FMLA. Your coverage under the Benefit Plans or Policies providing health coverage may be automatically reinstated provided that coverage for Employees on non-FMLA leave is automatically reinstated upon return from leave.
- (e) The Employer may, on a uniform and consistent basis, continue your group health coverage for the duration of the leave following your failure to pay the required contribution. Upon return from leave, you will be required to repay the contribution in a manner agreed upon by you and Employer.
- (f) If you are commencing or returning from unpaid FMLA leave, your election under this Plan for Benefit Plans or Policies providing non-health benefits shall be treated in the same manner that elections for non-health Benefit Plans or Policies are treated with respect to Participants commencing and returning from unpaid non-FMLA leave.
- (g) If you go on an unpaid non-FMLA leave of absence (e.g., personal leave, sick leave, etc.) that does not affect eligibility in this Plan or a Benefit Plan or Policy offered under this plan, then you will continue to participate and the contribution due will be paid by pre-payment before going on leave, by after-tax contributions while on leave, or with catch-up contributions after the leave ends, as may be determined by the Administrator. If you go on an unpaid leave that affects eligibility under this Plan or a Benefit Plan or Policy, the election change rules in Q-9 of this SPD will apply. The Plan Administrator will have discretion to determine whether taking an unpaid non-FMLA leave of absence affects eligibility.

Q-14. Is there any other information that I should know about the Plan?

Participation in the Plan does not give any Participant the right to be retained in the employ of his or her Employer or any other right not specified in the Plan. The Plan Administrator's name, address and telephone number appear in the Plan Information Summary attached to the front of this SPD. The Plan Administrator has the exclusive right to interpret the Plan and to decide all matters arising under the Plan, including the right to make determinations of fact, and construe and interpret possible ambiguities, inconsistencies, or omissions in the Plan and this SPD. Other important information such as the Plan Number and Plan Sponsor's name and address has also been provided in the Plan Information Summary.

APPENDIX I TO THE FLEXIBLE BENEFITS PLAN SUMMARY PLAN DESCRIPTION

Medical Care and Dependent Care Reimbursement Plan Summary Plan Description

To the extent elected by the Employer (indicated in the Plan Information Summary attached to this SPD), you will have the opportunity to elect to receive income tax-free reimbursement for some or all of your unreimbursed medical expenses under the Medical Care Reimbursement Plan ("URM") and/or some or all of your work-related Dependent care expenses under the Dependent Care Reimbursement Plan ("DDC") (collectively, the "Reimbursement Plans"). Under the URM and DDC, you purchase a specific level of reimbursement benefits and you provide a source of pre-tax funds to reimburse yourself for your Eligible Expenses. For both, you pay for coverage through the Premium Deduction authorization ("PDA") with the Employer, in lieu of receiving a corresponding amount of current pay, which means the premiums you pay will be with pre-tax funds. This arrangement helps you because the level of coverage you elect is nontaxable, and you save Social Security and income taxes on the amount of your salary conversion.

By enrolling in either the URM or DDC option and submitting reimbursement claims you **specifically** authorize the Plan, and its respective agents, employees, sub-contractors, and assigns to use your personal health information in their possession to administer the Plan (including the evaluation of eligibility for reimbursement under the Plan) and to detect or prevent fraud or misrepresentation, and to further disclose such information as is reasonably required for those purposes. You further authorize any provider, insurer, or other entity to release any health or treatment information for the purpose of determining eligibility for Plan benefits or for detecting or preventing fraud or misrepresentation. You further waive and release any claims related to the use, disclosure, or release of such information so long as the information is used in furtherance of administering the Plan (including processing or evaluating a claim for benefits under the Plan) or to detect or prevent fraud or misrepresentation. This authorization does not and is not intended to in any way limit any right the Plan, or its respective agents, employees, sub-contractors, and assigns may have under applicable state or federal law or regulation regarding the use of such information.

General Questions and Answers

Q-1. Who can participate in the URM and/or DDC?

Each employee who satisfies the eligibility requirements described in the Plan Information Summary is eligible to participate in the Reimbursement Plans as of the eligibility date described in the Plan Information Summary.

Q-2. How do I become a Participant?

You become a Participant by electing URM and/or DDC benefits during the Initial or Annual Enrollment Periods. (The Initial and Annual Enrollment Periods are described in Q-6 of the Flexible Benefits Plan SPD.) Your participation in the URM or DDC will be effective on the date that you make an election to participate or the eligibility date described in the Plan Information Summary, whichever is later. You may not change your election (either to participate or not to participate) during the Plan Year unless you experience an event described in Q-9 of the Flexible Benefits Plan SPD. Once you become a Participant, your "Eligible Dependents" also become covered. For purposes of the URM, Eligible Dependents are the following:

1. Your legal Spouse (as determined by state law) and
2. Any other individual who would qualify as a tax Dependent under Code Section 105(b).

If the Plan Administrator receives a qualified medical child support order relating to the URM, the URM will provide the health benefit coverage specified in the order to the person or persons ("alternate recipients") named in the order. "Alternate recipients" include any child of the participant who the Plan is required to cover pursuant to a qualified medical child support order. A "qualified medical child support order" is a legal judgment, decree or order relating to medical child support that clearly specifies the type of coverage that is to be provided to one or more alternate recipients (or the manner in which such type of coverage is to be provided). Before providing any coverage to an alternate recipient, the Plan Administrator must determine whether the medical child support order is qualified. If the Plan Administrator receives a medical child support order relating to your Health Care Account (See Q-3 below), it will notify you in writing, and after receiving the order, it will inform you of its determination of whether or not the order is qualified. Upon request to the Plan Administrator, you may obtain, without charge, a copy of the Plan's procedures governing qualified medical child support orders.

Q-3. What are my "URM Account" and my "DDC Account"?

If you elect benefits under this portion of the Plan, a non-interest bearing account will be established under each Plan to keep a record of the reimbursements you are entitled to under each Plan, as well as the contributions you have made for such benefits during the Plan Year. No actual accounts are established; they are merely bookkeeping accounts.

SPECIAL SITUATIONS

Disclosure to Health Plan Sponsor. Information may be disclosed to another health plan maintained by Employer for purposes of facilitating claims payments under that plan. In addition, medical information may be disclosed to Employer personnel solely for purposes of administering benefits under the Plan.

Organ and Tissue Donation. If you are an organ donor, we may release medical information to organizations that handle organ procurement or organ, eye, or tissue transplantation or to an organ donation bank, as necessary to facilitate organ or tissue donation and transplantation.

Military and Veterans. If you are a member of the armed forces, we may release medical information about you as required by military command authorities.

Workers' Compensation. We may release medical information about you for workers' compensation or similar programs.

Public Health Risks. We may disclose medical information about you for public health activities (e.g., to prevent or control disease, injury, or disability).

Health Oversight Activities. We may disclose medical information to a health oversight agency for activities authorized by law.

Lawsuits and Disputes. If you are involved in a lawsuit or a dispute, we may disclose medical information about you in response to a court or administrative order. We may also disclose medical information about you in response to a subpoena, discovery request, or other lawful process by someone else involved in the dispute, but only if efforts have been made to tell you about the request or to obtain an order protecting the information requested.

Law Enforcement. We may release medical information if asked to do so by a law enforcement official for law enforcement purposes.

Coroners, Medical Examiners and Funeral Directors. We may release medical information to a coroner or medical examiner. We may also release medical information about patients of the hospital to funeral directors as necessary to carry out their duties.

National Security and Intelligence Activities. We may release medical information about you to authorized federal officials for intelligence, counterintelligence, and other national security activities authorized by law.

Inmates. If you are an inmate of a correctional institution or under the custody of a law enforcement official, we may release medical information about you to the correctional institution or law enforcement official.

YOUR RIGHTS REGARDING MEDICAL INFORMATION ABOUT YOU.

You have the following rights regarding medical information we maintain about you:

Right to Inspect and Copy. You have the right to inspect and copy medical information that may be used to make decisions about your Plan benefits. To inspect and copy medical information that may be used to make decisions about you, you must submit your request in writing to Personnel/Benefits Office, except as otherwise set forth in any separate Privacy Notice provided to you by Employer. If you request a copy of the information, we may charge a fee for the costs of copying, mailing or other supplies associated with your request.

We may deny your request to inspect and copy in certain very limited circumstances. HIPAA provides several important exceptions to your right to access your PHI. For example, you will not be permitted to access psychotherapy notes or information compiled in anticipation of, or for use in, a civil, criminal, or administrative action or proceeding. Employer will not allow you to access your PHI if these or any of the exceptions permitted under HIPAA apply. If you are denied access to medical information, you may request that the denial be reviewed.

Right to Amend. If you feel that medical information we have about you is incorrect or incomplete, you may ask us to amend the information. You have the right to request an amendment for as long as the information is kept by or for the Plan.

To request an amendment, your request must be made in writing and submitted to the Personnel/Benefits Office. In addition, you must provide a reason that supports your request.

We may deny your request for an amendment if it is not in writing or does not include a reason to support the request. In addition, we may deny your request if you ask us to amend information that:

- Is not part of the medical information kept by or for the Plan;
- Was not created by us, unless the person or entity that created the information is no longer available to make the amendment;

- Is not part of the information which you would be permitted to inspect and copy; or
- Is accurate and complete.
- Employer must act on your request for an amendment of your PHI no later than 60 days after receipt of your request. Employer may extend the time for making a decision for no more than 30 days, but it must provide you with a written explanation for the delay. If Employer denies your request, it must provide you a written explanation for the denial and an explanation of your right to submit a written statement disagreeing with the denial.

Right to an Accounting of Disclosures. You have the right to request an "accounting of disclosures" (other than disclosures you authorized in writing) where such disclosure was made for any purpose other than treatment, payment, or health care operations. You will be notified of where you can obtain an accounting of disclosure in the separate Privacy Notice. Your request must state a time period that may not be longer than six years. Your request should indicate in what form you want the list (for example, on paper, or electronically). The first list you request within a 12-month period will be free. For additional lists, we may charge you for the costs of providing the list. We will notify you of the cost involved and you may choose to withdraw or modify your request at that time before any costs are incurred.

Note that HIPAA provides several important exceptions to your right to an accounting of the disclosures of your PHI. For example, Employer does not have to account for disclosures of your PHI (i) to carry out treatment, payment or healthcare operations, (ii) to correctional institutions or law enforcement officials, or (iii) for national security or intelligence purposes. Employer will not include in your accounting any of the disclosures for which there is an exception under HIPAA. Employer must act on your request for an accounting of the disclosures of your PHI no later than 60 days after receipt of the request. Employer may extend the time for providing you an accounting by no more than 30 days, but it must provide you a written explanation for the delay. You may request one accounting in any 12-month period free of charge. Employer will impose a fee for each subsequent request within the 12-month period.

Right to Request Confidential Communications. You have the right to request that we communicate with you about medical matters in a certain way or at a certain location. For example, you can ask that we only contact you at work or by mail.

To request confidential communications, you must make your request in writing to the Personnel Office except as otherwise provided in the separate Privacy Notice. We will not ask you the reason for your request. We will accommodate all requests we deem reasonable. Your request must specify how or where you wish to be contacted.

CHANGES TO THIS SUMMARY AND THE SEPARATE PRIVACY NOTICE

We reserve the right to change this summary and the separate Privacy Notice that may be provided to you. We reserve the right to make the revised or changed notice effective for medical information we already have about you as well as any information we receive in the future. The notice will contain the effective date on the front page.

COMPLAINTS

If you believe your privacy rights have been violated, you may file a complaint with the Plan or with the Secretary of the Department of Health and Human Services. To file a complaint with the Plan, contact the Personnel Office except as otherwise provided in the separate Privacy Notice. All complaints must be submitted in writing.

You will not be penalized for filing a complaint.

OTHER USES OF MEDICAL INFORMATION.

Other uses and disclosures of medical information not covered by this notice or the laws that apply to us will be made only with your written permission. If you provide us permission to use or disclose medical information about you, you may revoke that permission, in writing, at any time. If you revoke your permission, we will no longer use or disclose medical information about you for the reasons covered by your written authorization. We are unable to take back any disclosures we have already made with your permission, and that we are required to retain our records of the care that we provided to you.

RESOLUTION NO. 65

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH ULSTER PAVING, CO. FOR CONSTRUCTION OF THE EAST DOMINICK STREETSCAPE ENHACEMENT PROJECT FROM GREY TO GREEN FOR AN AMOUNT NOT TO EXCEED \$787,169.00

By _____:

WHEREAS, Edward Seelig, Deputy Director for the Department of Community and Economic Development for the City of Rome, has recommended that the City of Rome, New York, retain the services of Ulster Paving, Co., for construction of the East Dominick Streetscape Enhancement Project from Grey to Green for an amount not to exceed \$787,169.00; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, that the Mayor of the City of Rome is hereby authorized to enter into an agreement with Ulster Paving, Co., for construction of the East Dominick Streetscape Enhancement Project from Grey to Green for an amount not to exceed \$787,169.00. Said terms are more specifically provided in the attached Bid Packet, which is made part of this Resolution.

Seconded by _____.

AYES & NAYS: Mayor Izzo _____ Viscelli _____ Feeney _____
Schmidt _____ Nolan _____

ADOPTED: DEFEATED:



Department of
Transportation

ANDREW M. CUOMO
Governor

MATTHEW J. DRISCOLL
Commissioner

SAM ZHOU, P.E.
Acting Regional Director

March 15, 2016

Honorable Jacqueline M. Izzo
Mayor, City of Rome
Rome City Hall
198 N. Washington St.
Rome, NY 13440-5815

Re: **Award Concurrence**
PIN 2650.43 Grey to Green:
E. Dominic Streetscape Enhancement Project
City of Rome, Oneida County

Dear Mayor Izzo:

We have reviewed the Contract Award Recommendation package of March 11, 2016, for the referenced project, as prepared by Greenman-Pedersen, Inc. Based on our review, the package appears to satisfy the requirements of Chapter 14 of the *Procedures for Locally Administered Federal Aid Projects*. We, therefore, concur with the recommendation to award contract to the apparent low bidder, Ulster Paving Co., at a Base Bid and Alternative Bid "A" of \$787,169.00. It should be noted that our office will reimburse the city of Rome in the maximum amount of \$350,000.00 of federal STP funds for eligible expenses under this construction contract.

We acknowledge that the construction inspection and management services will be performed by Greenman-Pedersen, Inc.

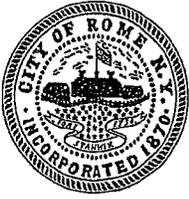
Please progress the project in accordance with the Locally Administered Federal Aid Project guidelines. If you have any further questions, please feel free to contact me at (315)793-2749.

Sincerely,

YOTIN PADUNGTIN
Regional Local Projects Liaison

YP:kr

cc: Casey Knapp, P.E., GPI
Fred Schmidt, City of Rome DPW Commissioner



OFFICE OF THE MAYOR
Jacqueline M. Izzo, Mayor
 Rome City Hall, 198 N. Washington Street
 Rome, New York 13440-5815

Phone: 315-339-7676
 Fax: 315-339-7667
 mayor@romecitygov.com

RECOMMENDATION OF AWARD

Computation Verified by: **GPI/Greenman-Pedersen, Inc.**

Date: February 26, 2016

Contract No. D034662/PIN 2650.43

Bid Opening Date February 25, 2016

Contract Description:

EAST DOMINICK STREETSCAPE ENHANCEMENT PROJECT- This project is being progressed through the New York State Statewide Transportation Improvement Program under NYSDOT Project Identification Number (2650.43.321) and involves improvements to the 200 Block of East Dominick Street. The project will include sidewalk, curbing and curb ramp construction, installation of porous surface treatment between the sidewalk and the curb, tree plantings, midblock crossings, road milling work and resurfacing, stripping, signage and other streetscape appurtenances.

BIDDERS IN RANK ORDER:

CONTRACTOR	BASE BID	% TO EE	ALT BID A	% TO EE	ALT BID B	% TO EE	BASE + ALT BID "A"	BASE + ALT BID "A + B"
ULSTER PAVING CO.	\$744,872.00	-20.1%	\$42,297.00	-26.8%	\$20,160.00	-5.0%	\$787,169.00	\$807,329.00
HANSON AGGREGATES NEW YORK LLC	\$805,989.80	-13.6%	\$42,862.00	-25.8%	\$29,680.00	39.9%	\$848,851.80	\$878,531.80
ALLIANCE PAVING MATERIALS, INC.	\$824,045.50	-11.7%	\$54,807.00	-5.1%	\$44,800.00	5.6%	\$878,852.50	\$923,652.50
CENTRAL PAVING, INC.	\$873,246.00	-6.4%	\$40,703.00	-29.5%	\$25,200.00	18.7%	\$913,949.00	\$939,149.00
RIFENBURG CONSTRUCTION, INC.	\$943,450.00	1.1%	\$68,225.00	18.1%	\$58,000.00	31.8%	\$1,011,675.00	\$1,067,675.00
CCI COMPANIES, INC.	\$944,134.75	1.2%	\$34,492.11	-40.3%	\$17,248.00	-18.7%	\$978,626.86	\$995,874.86
L.P. TRUCKING & EXCAVATING, INC.	\$973,502.00	4.4%	\$68,225.00	18.1%	\$58,000.00	31.9%	\$1,041,727.00	\$1,097,727.00
ENGINEERS ESTIMATE (EE)	\$932,762.40		\$57,771.00		\$21,222.00		\$990,533.40	\$1,011,755.40

The Lowest Responsible Bidder: **ULSTER PAVING CO.** with a Base Bid of **\$744,872.00.**

ULSTER PAVING CO. with a Base Bid and Alternative Bid "A" of **\$787,169.00**

The City will include the **Base Bid** and **Alternate Bid "A"** into the awarded contract.

- I recommend the award of the above contract to the lowest responsible bidder.
 I recommend rejection of all bids.

Dated 3/9/16

Signature

Jacqueline M. Izzo

**City of Rome
City Engineer
Construction Contract Bid Documents**

PIN 2650.43 / D 034662

City RFB No. 2016-001

EAST DOMINICK STREETScape ENHANCEMENT PROJECT

This CD contains the construction Contract Bid Documents in an electronic format. It contains complete versions of each item listed in the table of contents.

Table of Contents

The information available is listed below. All of the information contained on this CD is in (.pdf) format. Proposal pages are formatted for printing at 8½" x 11". Plan sheets are formatted for printing at 11"x 17". They will print on 8 ½"x 11" paper but at a reduced resolution.

Click on a link below to view the available Contract Documents.

CONTRACT PROPOSAL

Book 1 of 1

CONTRACT PLANS

Volume 1 of 1

TO QUIT, CLOSE ADOBE ACROBAT READER

NOTE: The Contract Bid Documents provided are subject to change by amendment. Issuances to amend these documents will be printed and mailed, free of charge, to those who have acquired Contract Bid Documents from the City of Rome, City Engineer.

**Dolomite Products Company, Inc.
dba Ulster Paving Company
6375 Tuttle Road
Canastota, NY 13032
PH.(315)697-3367 / FX.(315)697-7501**

PROJECT MANUAL

EAST DOMINICK STREETSCAPE ENHANCEMENT PROJECT

**CITY OF ROME, NY
RFB-2016-001**

LETTING DATE: 3:00 PM, FEBRUARY 11, 2016

**FEDERAL AID PROJECT
D034662
PIN 2650.43.321**

Prepared For:

**CITY OF ROME
198 N. WASHINGTON STREET
ROME, NY 13440**

Prepared By:

**GREENMAN-PEDERSEN, INC
80 WOLF ROAD, SUITE 300
ALBANY, NY 12205**

BIDDER'S CHECKLIST

In order to submit a complete bid, Bidders must submit the following documents:

- Bid Form (BF-1 to BF-4)
- Certified Copy of Resolution of Board of Directors (For Corporations) (BF-5)
- Bid Summary Form(s) (BS-1 to BS-16)
- Non-Collusive Bidding and Disbarment Certifications (NC-1 to NC-5)
- Bid Bond or Certified Bank Check (BB-1 to BB-2)
- Affidavit of Worker's Compensation (WC-1)
- Certification of Compliance Iran Divestment Act (ID-1)
- Lobbying Certification (LA-1 to LA-5)
- D/M/WBE Utilization Goals (DBE-1)
- Proof of Ability to do Work in NYS or Covenant to Obtain
(obtained from NY Dept of State)

Also the following forms are due from the apparent responsible low bidder no later than 10 days after bid opening: ***** Dolomite Products Company, Inc.**

dba Ulster Paving Company agrees to provide:

- NYS Uniform Contracting Questionnaire (17 pages minimum)
 - NYS Uniform Contracting Questionnaire (8 pages minimum)
 - Attachment A (2 pages)
 - Attachment B (3 pages)
 - Attachment C (4 pages min.) or as directed on Questionnaire Instructions

BIDDERS SHALL SUBMIT ALL DOCUMENTS PRESENTED IN THIS PROJECT MANUAL ON SINGLE-SIDED SHEETS IN THE EXACT ORDER SHOWN. NO SUBSTITUTION OF FORMS WILL BE ALLOWED. ENTRIES MAY BE TYPED OR LEGIBLY HANDWRITTEN EXCEPT AS SPECIFICALLY NOTED.

ADDENDUM #1

TO CONTRACT DOCUMENTS

PROJECT: RFB-2016-001 East Dominick Streetscape Enhancement Project PIN 2650.43

OWNER: CITY OF ROME

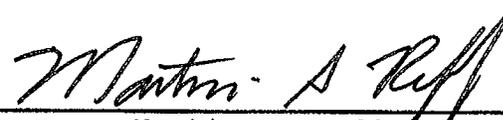
DATE: January 28, 2016

TO ALL BIDDERS:

*Contractors submitting proposals for the above named project shall take note of the following changes, additions, deletions, clarifications, etc., in the Contract Documents, which shall become a part of and have precedence over anything contrary shown or described in the Contract Documents and all such shall be taken into consideration and be included in the Contractor's bid proposal. **THIS DOCUMENT MUST BE SIGNED AND SUBMITTED WITH YOUR BID.***

ADDENDUM #1

See attached page for complete information regarding addendum no. 1.

Contractor 
Martin G. Reff, VP
PLEASE SIGN AND SUBMIT WITH YOUR BID


Frederick Schmidt, Commissioner of Public Works

ATTACH THIS PAGE AND THE FOLLOWING DOCUMENT TO THE FRONT OF THE CONTRACT DOCUMENT

The following, issued to the bid document holders of records, indicates changes to the bid documents for the East Dominick Streetscape Enhancement Project, Bid Opening **REVISED** to 3:00 pm Thursday February 25, 2016.

1. The **bid submission deadline** is revised to **February 25, 2016** at 3:00pm.
2. The **bid opening** date is revised to **February 25, 2016** at 3:00pm.
3. Note: New York State Prevailing Wages and Federal Davis Bacon Wages are provided in the contract proposal. The contractor shall use the higher rate of pay of the two prevailing wage schedules for each work trade utilized on the job. It is the responsibility of the contractor to ensure that the higher of the two provided rates are paid to the workers.
4. Note: Paragraph 2 **COPIES OF BIDDING DOCUMENTS & LEGAL NOTICE**

If bidding documents are obtained from a source other than the issuing office, contractor must notify issuing office in order to be placed on the official plan holder's list, received addenda and other bid correspondence. Bid received from contractors other than those on the official plan holder's list will not be accepted. Contact the Engineer's Office at (315)-339-7635 to be placed on the list.

5. The Bidder shall **INCLUDE** the following work restrictions to Note 32 Holiday Restrictions on the Work Zone Traffic Control Notes (DWG No. TCN-1) Sheet 9:

ROME HONOR AMERICA DAYS BEGINNING JULY 29 FOR A TWO WEEK PERIOD

Note: The contractor should plan on possible conflicts between the end of July and the 2ND week of August with social activities relating to the Honor America Days celebrations.

ST. JOHN'S PARISH PICNINC – (SEPTEMBER 11) BEGINNING SEPTEMBER 9 THRU SEPTEMBER 12

ALL OTHER BID ITEMS AND SPECIFICATIONS IN THIS CONTRACT SHALL REMAIN AS IS. END OF ADDENDUM NO.1

BID FORM

PROJECT IDENTIFICATION: RFB-2016-001
D034662/PIN 2650.43.321
East Dominick Streetscape Enhancement Project
City of Rome
Oneida County, New York

CONTRACT IDENTIFICATION: D034662/PIN 2650.43.321

THIS BID IS SUBMITTED TO: Rome City Clerk
1st Floor, Rome City Hall
198 N. Washington St
Rome, New York 13440

1. The undersigned BIDDER proposes and agrees, if this bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all work as specified or indicated in the Contract Documents for the Bid Price and Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents
2. Bidder accepts all the terms and conditions of the Advertisement or Notice to Bidders and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for forty-five (45) days after the Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen (15) days after the date of OWNER's Notice of Award
3. In submitting this Bid, BIDDER represents as more fully set forth in the Agreement, that:
 - a. BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged: (List Addenda by Addendum Number and Date)
Add. #1 (01/28/2016)

 - b. BIDDER has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the work.
 - c. BIDDER is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of work.

- d. BIDDER is aware of the general nature of work to be performed by OWNER and others at the site that relates to work for which this Bid is submitted as indicated in the Contract Documents
 - e. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, test, studies, and data with the Contract Documents
 - f. BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
 - g. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.
4. Bidder will complete the Work in accordance with the Contract Documents for the following price:

TOTAL BID FOR ALL UNIT PRICES

SEVEN HUNDRED FORTY FOUR THOUSAND EIGHT
HUNDRED SEVENTY TWO DOLLARS NO CENTS (\$ 744,872.00)
(use words) (figures)

Unit Prices have been computed in accordance with paragraph 11.03.C General Conditions.

BIDDER acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

- 5. BIDDER agrees that the Work will be substantially completed and completed and ready for final payment in accordance with section 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

- 6. The following documents are attached to and made a condition of this Bid:

- a. All documents set forth in the Bidders Checklist.
7. Communications concerning this Bid shall be addressed in writing to:

City of Rome
198 N Washington St
Rome, New York 13440
Attn. Matthew Andrews

8. Terms used in this Bid which are defined in the Standard General Conditions or Instructions to Bidders will have the meanings indicated in the General Conditions or Instructions.

SUBMITTED on _____ February 25th, 2016

CONTRACTOR *Martin G. Reff*
(Signature of Authorized Representative)

Martin G. Reff
(Print Name)

Vice President
(Title)

**CERTIFIED COPY OF RESOLUTION OF
BOARD OF DIRECTORS**

Dolomite Products Company, Inc. dba Ulster Paving Company
(NAME OF CORPORATION)

“Resolved that Martin G. Reff, Vice President
(Person Authorized to Sign) (Title)

of Ulster Paving Company authorized to sign and submit Bid for this corporation for
(Name of Corporation)

the following project:

RFB-2016-001 / D034662 / PIN 2650.43.321
City of Rome - East Dominick Streetscape Enhancement Project

and to include in such bid the certificate as to non collusion, and for any inaccuracies or misstatements in such certificate this corporate Bidder shall be liable under the penalties of perjury.

The foregoing is true and correct copy of resolution adopted by:

Dolomite Products Company, Inc.
(NAME OF CORPORATION)

At meeting of its Board of Directors held on the 7th day of January 2011

By 
David W. Rayno

Title Secretary

(SEAL)

The above form must be completed if the Bidder is a corporation

PIN 2650.43

GREY TO GREEN: EAST DOMINIC STREET STREETSCAPE ENHANCEMENT PROJECT
CITY OF ROME, ONEIDA COUNTY NY

BROUGHT FORWARD

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
203.02	1350	UNCLASSIFIED EXCAVATION AND DISPOSAL <i>Twenty Five Dollars No CENTS</i> PER CUBIC YARD	25	00	33,750	00
203.07	4	SELECT GRANULAR FILL <i>Twenty Five Dollars No CENTS</i> PER CUBIC YARD	25	00	100	00
204.01	83	CONTROLLED LOW STRENGTH MATERIAL (CLSM) <i>ONE HUNDRED TWELVE Dollars No CENTS</i> PER CUBIC YARD	112	00	9,296	00
206.0201	90	TRENCH AND CULVERT EXCAVATION <i>Eighty Five Dollars No CENTS</i> PER CUBIC YARD	85	00	7,650	00
206.05	8	TEST PIT EXCAVATION <i>ONE HUNDRED Sixty Dollars No CENTS</i> PER EACH	160	00	1,280	00

CARRY FORWARD

PIN 2650.43

GREY TO GREEN: EAST DOMINIC STREET STREETSCAPE ENHANCEMENT PROJECT
CITY OF ROME, ONEIDA COUNTY NY

BROUGHT FORWARD

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
207.21	130	GEOTEXTILE SEPARATION <i>THREE Dollars No CENTS</i> PER SQUARE YARD	3	00	390	00
209.100101	70	MULCH - TEMPORARY <i>ONE Dollar Fifty CENTS</i> PER SQUARE YARD	1	50	105	00
304.12	675	SUBBASE COURSE, TYPE 2 <i>Fifty Four Dollars No CENTS</i> PER CUBIC YARD	54	00	36,450	00
402.018902	490	TRUE & LEVELING F9, SUPERPAVE HMA, 80 SERIES COMPACTION <i>Sixty Two Dollars No CENTS</i> PER TON	62	00	30,380	00
402.018912	25	PLANT PRODUCTION QUALITY ADJUSTMENT TO 402.018902 PER QUALITY UNIT	75	00	1,875	00

CARRY FORWARD

PIN 2650.43

GREY TO GREEN: EAST DOMINIC STREET STREETSCAPE ENHANCEMENT PROJECT
CITY OF ROME, ONEIDA COUNTY NY

BROUGHT FORWARD

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT/BID PRICE WRITTEN IN WORDS	UNIT/BID PRICE		AMOUNT/BID	
			DOLLARS	CENTS	DOLLARS	CENTS
402.128202	852	12.5 F2 TOP COURSE HMA, 80 SERIES COMPACTION <i>Sixty Dollars No CENTS</i> PER TON	60	00	51,120	00
402.128212	43	PLANT PRODUCTION QUALITY ADJUSTMENT TO 402.128202 PER QUALITY UNIT	75	00	3,225	00
407.0102	525	DILUTED TACK COAT <i>Four Dollars No CENTS</i> PER GALLON	4	00	2,100	00
407.0103	550	STRAIGHT TACK COAT <i>Four Dollars No CENTS</i> PER GALLON	4	00	2,200	00
420.98010104	6200	POROUS PAVING SURFACE PRODUCT, TYPE NN <i>FIFTEEN Dollars No CENTS</i> PER SQUARE FOOT	15	00	93,000	00

CARRY FORWARD

PIN 2650.43

GREY TO GREEN: EAST DOMINIC STREET STREETSCAPE ENHANCEMENT PROJECT
CITY OF ROME, ONEIDA COUNTY NY

BROUGHT FORWARD

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT/BID	
			DOLLARS	CENTS	DOLLARS	CENTS
490.10	8300	PRODUCTION COLD MILLING OF BITUMINOUS CONCRETE <i>ONE DOLLAR SEVENTY FIVE CENTS</i> PER SQUARE YARD	1	75	14,525	00
490.30	380	MISCELLANEOUS COLD MILLING OF BITUMINOUS CONCRETE <i>NINETEEN DOLLARS NO CENTS</i> PER SQUARE YARD	19	00	7,220	00
552.17	450	SHIELDS AND SHORING <i>THREE DOLLARS NO CENTS</i> PER SQUARE FOOT	3	00	1,350	00
601.02000024	380	INTEGRALLY COLORED HOT APPLIED POLYMER WEARING SURFACE - COA RSE AGGREGATE TYPE F2 CONDITIONS <i>ONE HUNDRED SEVENTY FIVE DOLLARS NO CENTS</i> PER SQUARE YARD	175	00	66,500	00
604.070101	1	ALTERING DRAINAGE STRUCTURES, LEACHING BASINS AND MANHOLES <i>Two thousand Dollars No CENTS</i> PER EACH	2,000	00	2,000	00

CARRY FORWARD

PIN 2650.43

GREY TO GREEN: EAST DOMINIC STREET STREETSCAPE ENHANCEMENT PROJECT
CITY OF ROME, ONEIDA COUNTY NY

BROUGHT FORWARD

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
605.1001	65	UNDERDRAIN FILTER TYPE 2 <i>Sixty Dollars No CENTS</i> PER CUBIC YARD	60	00	3,900	00
605.1701	1300	OPTIONAL UNDERDRAIN PIPE, 4 INCH DIAMETER <i>ONE DOLLAR FIFTY CENTS</i> PER LINEAR FOOT	1	50	1,950	00
607.96000008	51	REMOVE AND DISPOSE OF EXISTING FENCE <i>TEN Dollars No CENTS</i> PER LINEAR FOOT	10	00	510	00
608.0101	200	CONCRETE SIDEWALKS AND DRIVEWAYS <i>FOUR HUNDRED Dollars No CENTS</i> PER CUBIC YARD	400	00	80,000	00
608.020102	45	HOT MIX ASPHALT (HMA) SIDEWALKS, DRIVEWAYS AND BICYCLE PATHS, AND VEGETATION CONTROL STRIPS <i>ONE HUNDRED FIFTY Dollars No CENTS</i> PER TON	150	00	6,750	00

CARRY FORWARD

PIN 2650.43

GREY TO GREEN: EAST DOMINIC STREET STREETSCAPE ENHANCEMENT PROJECT
CITY OF ROME, ONEIDA COUNTY NY

BROUGHT FORWARD

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
608.03000001	23	PRECAST CONCRETE PAVERS FOR DRIVEWAYS, SIDEWALKS, AND BIKE PATHS <i>Two Hundred Fifty Dollars</i> <i>No CENTS</i> PER SQUARE YARD	250	00	5,750	00
608.21000003	14	CAST IRON EMBEDDED DETECTABLE WARNING UNITS <i>Three Hundred Fifty Dollars</i> <i>No CENTS</i> PER SQUARE YARD	350	00	4,900	00
609.0201	27	STONE CURB, GRANITE, (TYPE A) <i>Thirty Two Dollars No CENTS</i> PER LINEAR FOOT	32	00	864	00
609.0401	1451	CAST-IN-PLACE CONCRETE CURB TYPE VF150 <i>Eighteen Dollars No CENTS</i> PER LINEAR FOOT	18	00	26,118	00
610.1101	3	MULCH FOR PLANTING TYPE A, B & D - WOOD CHIPS AND SHREDDED BARK <i>Fifty Five Dollars No CENTS</i> PER CUBIC YARD	55	00	165	00

CARRY FORWARD

PIN 2650.43

GREY TO GREEN: EAST DOMINIC STREET STREETSCAPE ENHANCEMENT PROJECT
CITY OF ROME, ONEIDA COUNTY NY

BROUGHT FORWARD

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
610.1400011	135	STRUCTURAL SOIL MIX <i>Forty Five Dollars No Cents</i> PER CUBIC YARD	45	00	6,075	00
610.1403	30	TOPSOIL - LAWNS <i>Thirty Five Dollars No Cents</i> PER CUBIC YARD	35	00	1,050	00
610.1602	70	TURF ESTABLISHMENT - LAWNS <i>Seven Dollars Twenty Cents</i> PER SQUARE YARD	7	20	504	00
610.19	6	WATERING VEGETATION <i>SEVENTEEN Dollars No Cents</i> PER M GALLON	17	00	102	00
611.0161	26	PLANTING - MAJOR DECIDUOUS TREES - 2 1/2 INCH CALIPER BALL & BURLAP, FIELD POTTED OR FIELD BOXED <i>FIVE HUNDRED FIFTY Dollars No Cents</i> PER EACH	550	00	14,300	00

CARRY FORWARD

PIN 2650.43

GREY TO GREEN: EAST DOMINIC STREET STREETSCAPE ENHANCEMENT PROJECT
CITY OF ROME, ONEIDA COUNTY NY

BROUGHT FORWARD

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
611.0511	6	PLANTING EVERGREEN SHRUBS - AS SPECIFIED BALL & BURLAP, FIELD POTTED OR FIELD BOXED <i>THIRTY FIVE Dollars NO CENTS</i> PER EACH	35	00	210	00
611.0522	3	PLANTING - EVERGREEN SHRUBS - 15 INCH HEIGHT/SPREAD CONTAINER OR BOX GROWN <i>Forty Five Dollars NO CENTS</i> PER EACH	45	00	135	00
611.19010024	26	POST PLANTING CARE WITH REPLACEMENT - MAJOR DECIDUOUS TREES <i>FIFTEEN Dollars NO CENTS</i> PER EACH	15	00	390	00
611.19050024	9	POST PLANTING CARE WITH REPLACEMENT - EVERGREEN SHRUBS <i>FIVE Dollars NO CENTS</i> PER EACH	5	00	45	00
615.08010005	2	BENCH, TYPE 01 <i>TWO THOUSAND EIGHT HUNDRED Dollars NO CENTS</i> PER EACH	2,800	00	5,600	00

CARRY FORWARD

PIN 2650.43

GREY TO GREEN: EAST DOMINIC STREET STREETScape ENHANCEMENT PROJECT
CITY OF ROME, ONEIDA COUNTY NY

BROUGHT FORWARD

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
619.01	1	BASIC WORK ZONE TRAFFIC CONTROL <i>Twenty Two Thousand Two Hundred Dollars No Cents</i> PER LUMP SUM	22,200	00	22,200	00
625.01	1	SURVEY OPERATIONS <i>Nineteen Thousand Five Hundred Dollars No Cents</i> PER LUMP SUM	19,500	00	19,500	00
627.50140008	3380	CUTTING PAVEMENT <i>Four Dollars Fifty Cents</i> PER LINEAR FOOT	4	50	15,210	00
637.34	13000	OFFICE TECHNOLOGY AND SUPPLIES PER DOLLAR CENT	1	00	13,000	00
645.5102	11	GROUND-MOUNTED SIGN PANELS LESS THAN OR EQUAL TO 30 SF, WITH Z-BARS <i>THIRTY NINE Dollars No Cents</i> PER SQUARE FOOT	39	00	429	00

CARRY FORWARD

PIN 2650.43

GREY TO GREEN: EAST DOMINIC STREET STREETSCAPE ENHANCEMENT PROJECT
CITY OF ROME, ONEIDA COUNTY NY

BROUGHT FORWARD

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
645.5202	25	GROUND-MOUNTED SIGN PANELS LESS THAN OR EQUAL TO 30 SF, WITH Z-BARS, HIGH-VISIBILITY SHEETING <i>ONE HUNDRED DOLLARS NO CENTS</i> PER SQUARE FOOT	100	00	2,500	00
645.81	11	TYPE A SIGN POSTS <i>ONE HUNDRED THIRTY TWO DOLLARS NO CENTS</i> PER EACH	132	00	1,452	00
646.41	6	FLEXIBLE DELINEATOR, SINGLE UNIT, BACK TO BACK, ON FLEXIBLE POST <i>SIX HUNDRED FIFTY DOLLARS NO CENTS</i> PER EACH	650	00	3,900	00
647.31	4	RELOCATE SIGN PANEL, SIGN PANEL ASSEMBLY SIZE I (UNDER 30 SQ UARE FEET) <i>ONE HUNDRED FIFTEEN DOLLARS NO CENTS</i> PER EACH	115	00	460	00
647.61	14	REM AND DISPOSE GROUND MOUNTED TYPE A SIGN SUPPORT(S), FDNS AND ANY ATTACHED SIGNS - SIZE I (UNDER 30 SQUARE FEET) <i>SEVENTEEN DOLLARS NO CENTS</i> PER EACH	17	00	238	00

CARRY FORWARD

PIN 2650.43

GREY TO GREEN: EAST DOMINIC STREET STREETSCAPE ENHANCEMENT PROJECT
CITY OF ROME, ONEIDA COUNTY NY

BROUGHT FORWARD

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
663.0106	25	DUCTILE IRON CEMENT LINED WATER PIPE, 6" <i>THIRTY FIVE DOLLARS NO CENTS</i> PER LINEAR FOOT	35	00	875	00
663.1006	1	RESILIENT WEDGE VALVE & VALVE BOX, 6" <i>ONE THOUSAND ONE HUNDRED DOLLARS NO CENTS</i> PER EACH	1,100	00	1,100	00
663.160806	1	TAPPING SLEEVE, VALVE & VALVE BOX ASSEMBLY, 8" X 6" <i>THREE THOUSAND DOLLARS NO CENTS</i> PER EACH	3,000	00	3,000	00
663.1301	1	HYDRANT <i>THREE THOUSAND TWO HUNDRED DOLLARS NO CENTS</i> PER EACH	3,200	00	3,200	00
663.35	21	ADJUST EXISTING CURB BOX ELEVATION <i>THREE HUNDRED DOLLARS NO CENTS</i> PER EACH	300	00	6,300	00

CARRY FORWARD

PIN 2650.43

GREY TO GREEN: EAST DOMINIC STREET STREETSCAPE ENHANCEMENT PROJECT
CITY OF ROME, ONEIDA COUNTY NY

BROUGHT FORWARD

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
663.43	1	REMOVE AND DISPOSE OF EXISTING HYDRANT <i>NINE HUNDRED DOLLARS NO CENTS</i> PER EACH	900	00	900	00
680.5001	7	POLE EXCAVATION AND CONCRETE FOUNDATION <i>ONE THOUSAND TWO HUNDRED TEN DOLLARS NO CENTS</i> PER CUBIC YARD	1,210	00	8,470	00
680.82210110	6	RECTANGULAR RAPID FLASHING BEACON (RRFB) ELECTRIC-POWERED WITH BREAKAWAY TRANSFORMER BASE <i>SIX THOUSAND DOLLARS NO CENTS</i> PER EACH	6,000	00	36,000	00
685.11	3620	WHITE EPOXY REFLECTORIZED PAVEMENT STRIPES - 20 MILS <i>ONE DOLLAR TWENTY CENTS</i> PER LINEAR FOOT	1	20	4,344	00
685.12	4800	YELLOW EPOXY REFLECTORIZED PAVEMENT STRIPES - 20 MILS <i>ONE DOLLAR TWENTY CENTS</i> PER LINEAR FOOT	1	20	5,760	00

CARRY FORWARD

PIN 2650.43

GREY TO GREEN: EAST DOMINIC STREET STREETSCAPE ENHANCEMENT PROJECT
CITY OF ROME, ONEIDA COUNTY NY

BROUGHT FORWARD

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
685.14	15	WHITE EPOXY REFLECTORIZED PAVEMENT SYMBOLS - 20 MILS <i>Two Hundred Dollars No CENTS</i>	200	00	3,000	00
		PER EACH				
698.04	100	ASPHALT PRICE ADJUSTMENT	1	00	100	00
		PER DOLLAR CENT				
698.05	100	FUEL PRICE ADJUSTMENT	1	00	100	00
		PER DOLLAR CENT				
697.03	42000	FIELD CHANGE PAYMENT	1	00	42,000	00
		PER DOLLAR CENT				

CARRY FORWARD

PIN 2650.43

GREY TO GREEN: EAST DOMINIC STREET STREETScape ENHANCEMENT PROJECT
CITY OF ROME, ONEIDA COUNTY NY

BROUGHT FORWARD

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
699.040001	1	MOBILIZATION MUST NOT EXCEED 4% OF SUBTOTAL SHOWN ABOVE. SEE SPECIFICATION FOR THIS ITEM. FOR <i>TWENTY SEVEN THOUSAND</i> <i>DOLLARS. NO CENTS</i> LUMP SUM	27,000	00	27,000	00
TOTAL OR GROSS SUM OF ONLY BASE BID ITEMS WRITTEN IN WORDS:			<i>SEVEN HUNDRED FORTY FOUR THOUSAND</i> <i>EIGHT HUNDRED SEVENTY TWO DOLLARS</i> <i>NO CENTS</i>			
			\$ <u>744,872.00</u>			

PIN 2650.43

GREY TO GREEN: EAST DOMINIC STREET STREETSCAPE ENHANCEMENT PROJECT
CITY OF ROME, ONEIDA COUNTY NY

ALTERNATE BID 'A' - GRANITE CURB REPLACING PROPOSED CONCRETE CURB FROM STATION STA. 9+50 TO STA. 16+50

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
609.0401	227	CAST-IN-PLACE CONCRETE CURB TYPE VF150 FOR <i>TWENTY ONE DOLLARS</i> <i>NO CENTS</i> PER LINEAR FOOT	21	00	4,767	00
609.0201	1251	STONE CURB, GRANITE, (TYPE A) FOR <i>THIRTY DOLLARS</i> <i>NO CENTS</i> PER LINEAR FOOT	30	00	37,530	00
TOTAL OR GROSS SUM OF ONLY ALTERNATE BID 'A' ITEMS WRITTEN IN WORDS: <i>Forty Two Thousand Two Hundred NINETY SEVEN Dollars No CENTS</i>					\$	<i>42,297.00</i>

PIN 2650.43

**GREY TO GREEN: EAST DOMINIC STREET STREETScape ENHANCEMENT PROJECT
CITY OF ROME, ONEIDA COUNTY NY**

ALTERNATE BID 'B' - GRANITE CURB REPLACING ALL OF ITEM 608.03000001

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
608.03000001	0	PRECAST CONCRETE PAVERS FOR DRIVEWAYS, SIDEWALKS, AND BIKE PATHS FOR	0	00	0	00
609.0201	560PER SQUARE YARD STONE CURB, GRANITE, (TYPE A) FOR <i>THIRTY SIX DOLLARS NO</i> <i>CENTS</i>PER LINEAR FOOT	36	00	20,160	00
TOTAL OR GROSS SUM OF ONLY ALTERNATE BID 'B' ITEMS WRITTEN IN WORDS: <i>TWENTY THOUSAND ONE HUNDRED SIXTY DOLLARS NO CENTS</i>					\$ <i>20,160.00</i>	

NON-COLLUSIVE BIDDING & DISBARMENT CERTIFICATIONS

I. SECTION 103-D, GEN. MUNICIPAL LAW & SECTION 139-D OF STATE FINANCE LAW CERTIFICATION:

1. Every Bidder hereafter made to the state or any public department, agency, or official thereof, where competitive bidding is required by statute, rule, or regulation, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury.

Non-Collusive bidding certification

- a. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

- (1) The prices in the bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or to any competitor;

- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit a bid for the purpose of restricting competition.

- b. A bid shall not be considered for award nor shall any award be made where 1, a, b, and c above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore.

The fact that a bidder (1) has published price lists, rates or tariffs covering items being procured, (2) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (3) has sold the same items to other customers at the same prices being bid does not constitute, without more, a disclosure within the meaning of subparagraph One (a) above.

2. Any bid hereafter made to the state or any public department agency, or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, or regulation, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder and such authorization shall be deemed to have included the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

II. TITLE 23, U.S.C., SECTION 112(C) CERTIFICATION:

By submission of this bid, the bidder does hereby tender to the Owner this sworn statement pursuant to Section 112 (c) of Title 23 U.S.C. (Highways) and does hereby certify, in conformance with said section 112 (c) of Title 23 U.S.C. (Highways) that he said Contractor has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the above contract.

III. TITLE 49 U.S.C., PART 29 DISBARMENT/INELIGIBILITY DISCLOSURE:

The signator to the proposal, being duly sworn, certifies that, EXCEPT AS NOTED BELOW, his/her company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (of five percent or more ownership):

- a. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- b. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any Federal agency within the past three years;
- c. Does not have a proposed debarment pending; and
- d. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

Exceptions: The Contractor should list any relevant information, attaching additional sheets to the proposal if necessary. (Exceptions will not necessarily result in disapproval, but will be considered in determining responsibility. For any exception noted, the Contractor should indicate to whom it applies, the initiating agency, and the dates of actions. Providing false information may result in criminal prosecution or administrative sanctions.)

NON-COLLUSIVE BIDDING CERTIFICATION BIDDER INFORMATION

Bidder to provide information listed below:

Bidder Address: 6375 Tuttle Road
Street or PO Box No

Canastota
City

New York 13032
State *Zip*

Federal Identification No: 16-0410930

Name of Contact Person: Michael Granieri, Construction Manager

Phone # of Contact Person: (315)697-3367

If Bidder is a Corporation:

John Siel, Sr. - Rochester, NY
Presidents Name & Address

Martin G. Reff - Syracuse, NY
Vice Presidents Name & Address

David W. Rayno - Clifton Park, NY
Other officer's Name & Address

If Bidder is a Partnership:

N/A
Partners Name & Address

N/A
Partners Name & Address

If Bidder is a Sole Proprietorship

N/A
Owners Name & Address

BY EXECUTING THIS DOCUMENT, THE CONTRACTOR AGREES TO:

1. Perform all work listed in accordance with the Contract Documents at the unit prices bid; subject to the provisions of the Standard Specifications, Construction Materials, published by the New York State Department of Transportation, and dated May 1, 2008, and addenda thereto, if applicable;
2. All the terms and conditions of the non-collusive bidding certifications required by section 139-d of State Finance Law, and Section 112(c), Title 23, U,S, Code;
3. Certification of Specialty Items category selected, if contained in this proposal;
4. Certification of any other clauses required by this proposal and contained herein;
5. Certification, under penalty of perjury, as to the current history regarding suspensions, debarments. Voluntary exclusions, determinations of ineligibility, indictments, or civil judgments required by 49 CFT Part 29.

Dolomite Products Co., Inc.
dba Ulster Paving Company
(Legal name of Person, Corporation, or
Firm Which is Submitting Bid or Proposal)

Date 02/25/2016

By: *Martin G. Reff*
(Signature of Person Representing Above)

*Martin G. Reff

As: Vice President
(Official Title of Signator in Above Firm)

(Acknowledge By a Corporation)

STATE OF NEW YORK)
) SS:
COUNTY OF MADISON)

On this 25th day of February, 2016 before me personally came Martin G. Reff to me known and known to me to be the person who executed the above instrument, who being duly sworn by me, did depose and say that he/she resides at Syracuse, NY, and that he/she is the Vice President of the Corporation described in and which executed the above instrument, and that he/she signed his/her name thereto on behalf of said Corporation by order of the Board of Directors of said Corporation.



Andrea T. Lewis

NC-4

Notary Public

N/A (Acknowledge By Partnership)

STATE OF NEW YORK)
) SS:
COUNTY OF)

On this _____ day of _____, 20__ before me personally came _____ to me known and known to me to be the person described in and who executed the above instrument, who being duly sworn by me, did depose and say that he/she is a partner of the firm of _____, consisting of himself/herself and _____ and that he/she executed the foregoing instrument in the firm name of _____ and that he/she had authority to sign same, and did duly acknowledge to me that he/she executed same as the act and deed of said firm of _____ for the uses and purposes mentioned herein.

Notary Public

N/A (Acknowledge By Individual Contractor)

STATE OF NEW YORK)
) SS:
COUNTY OF)

On this _____ day of _____, 20__ before me personally came _____ to me known and known to me to be the person who executed the above instrument, and that he/she acknowledge that he/she executed the same.

Notary Public

AFFIDAVIT OF WORKERS COMPENSATION

State of New York

SS:

County of Madison

Martin G. Reff, Vice President

of Dolomite Products Company, Inc. dba Ulster Paving Company

being duly sworn, deposes and says that he now carries or that he has applied for a New York State Workers Compensation Policy to cover the operations, as set forth in the preceding contract, and to comply with the provisions thereof.

Signed:

Martin G. Reff
Martin G. Reff

Subscribed and sworn to before me

this 25th day of February, 2016

Andrea T. Lewis

Notary Public



CERTIFICATION OF COMPLIANCE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (Prohibited Entities List) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

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 the 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 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 SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any 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 it has ceased its engagement in the investment which is in violation of the Act 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.

I Martin G. Reff, being duly sworn, deposes and says that he/she is the
Vice President of Dolomite Products Company, Inc. dba Ulster Paving Company and

neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.


Martin G. Reff Signed Vice President

SWORN to before me this

25th day of February

2016

Notary Public: Andrea T. Lewis



REQUIREMENTS REGARDING LOBBYING ACTIVITIES ON FEDERAL AID CONTRACTS

CERTIFICATION FOR FEDERAL AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

The prospective participant also agrees by submitting his/her bid or proposal that he/she shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000.00 and that such sub-recipients shall certify and disclose accordingly.

REQUIREMENTS REGARDING LOBBYING ACTIVITIES ON FEDERAL AID CONTRACTS

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes,

e.g., "RFP-DE-90-001".

**REQUIREMENTS REGARDING LOBBYING ACTIVITIES ON FEDERAL AID
CONTRACTS**

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code for the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the Federal covered action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB Control Number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington D.C. 20503.

**REQUIREMENTS REGARDING LOBBYING ACTIVITIES ON FEDERAL AID
CONTRACTS**

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: (Check appropriate item) a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: (Check appropriate item) a. bid/offer/application b. initial award c. post-award	3. Report Type: (Check appropriate item) a. initial filing b. material change For Material Change Only: Year _____ quarter date of last report
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
6. Federal Department/Agency:		7. Federal Program Name/Description: @EDA Number, if applicable:
8. Federal Action Number, if known:		9. Award Amount, if known: \$
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
Information requested through this form is authorized by title 31 U.S.C. section 11. 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Federal Use Only:		Signature: Print Name: Telephone No.: _____ Date: _____
Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)		

NOT APPLICABLE

**REQUIREMENTS REGARDING LOBBYING ACTIVITIES ON FEDERAL AID
CONTRACTS**

DISCLOSURE OF LOBBYING ACTIVITIES

Continuation Sheet
Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ Of _____

Not Applicable

Authorized for Local Reproduction - Standard Form LLL

LA-5

**DISADVANTAGED/MINORITY/WOMENS BUSINESS ENTERPRISE (D/M/WBE)
UTILIZATION GOALS**

The Department has established the following utilization goal(s) for this contract, expressed as a percentage of the total contract bid price. For clarification of Disadvantaged Business Enterprise (DBE) Utilization, Minority Business Enterprise (MBE), and Women's Business Enterprise (WBE) Utilization, Refer to Appendix A.

Disadvantaged Business Enterprise (DBE) Utilization Goal	<u>9%</u>	(Federal Aid Only)
Minority Business Enterprise (MBE) Utilization Goal	<u>0%</u>	(Non-Federal Aid Only)
Women's Business Enterprise (WBE) Utilization Goal	<u>0%</u>	(Non-Federal Aid Only)

Directories and/or Information related to the current certification statue of Disadvantaged Business Enterprises, can be obtained by contacting:

NYS Department of Transportation
Office of Civil Rights
Sixth Floor
Albany, NY 12232
(518) 457-1129
<https://www.dot.ny.gov/main/business-center/civil-rights>

Directories and/or Information related to the current certification statue of Minority and Women's Business Enterprises, can be obtained by contacting:

Empire State Development Corporation
Office of Minority and Women's Business Development
30 S. Pearl Street
Albany, NY 12245
(518) 292-5250
www.nylovesmwbe.ny.gov/
www.empire.state.ny.us

Disadvantaged Business Enterprise Officer

The Bidder shall designate and enter below the name of the Disadvantaged/Minority/Women's Business Enterprise Officer who will have the responsibility for the D/M/WBE Utilization.

Bidder Designated D/M/WBE Officer

Martin G. Reff

(Name)

Vice President

(Title)

Telephone Number

(X) (315) 697-3367

RETURN THIS PAGE WITH BID

DMWBE-1

 VendRep Vendor

Vendor Responsibility For-Profit Construction (CCA-2) Form

Status: Certified
Note: The content of any attached documents will not print with this page. To view or print an attach clicking the corresponding hyperlink in the 'Uploaded Files' section of a question.

Basic Vendor Data

Entity Information

Legal Business Entity Name: DOLOMITE PRODUCTS COMPANY INC
TIN (EIN or SSN): 160410930
Vendor ID: 1000007433
Principal Place of Business: 1150 Penfield Road
 Rochester, NY 14625
 United States
Telephone: (607)324-3636
Fax: (607)324-0998
Website: www.dolomitegroup.com
Email: pbarry@dolomitegroup.com

Business Entity Information

Business Type: For-Profit
Business Activity: Construction

Additional Business Entity Identities

Type: DBA Name: Rochester Asphalt Materials Vendor ID: 1000007433 Status: Active	Explanation:
Type: DBA Name: King Road Materials Vendor ID: 1000007433 Status: Inactive	Explanation: This DBA no long the Callanan bann
Type: DBA Name: Northrup Materials Vendor ID: 1000007433 Status: Active	Explanation:
Type: Previously Enrolled As Name: DOLOMITE PRODUCTS COMPANY INC Vendor ID: 1000007433 Status: Active	Explanation:
Type: Previously Enrolled As Name: Dolomite Products Company, Inc. DBA A. L. Blades Vendor ID: 1000007433 Status: Active	Explanation:

Type:	DBA	Explanation:	This DBA will now as well as the Thru state agencies.
Name:	Dolomite Products Company Inc. DBA Ulster Paving		
Vendor ID:	1000007433		
Status:	Active		
Type:	Former Name	Explanation:	A. L. Blades and S Dolomite Products 2010
Name:	A. L. Blades and Sons, Inc.		
Vendor ID:			
Status:	Inactive		
Type:	Former Name	Explanation:	BCP Corp was pur Company, Inc. in 1
Name:	Blades Construction Products Corporation		
Vendor ID:			
Status:	Inactive		
Type:	Previously Enrolled As	Explanation:	
Name:	Dolomite Products Company, Inc.		
Vendor ID:	1000007433		
Status:	Active		
Type:	DBA	Explanation:	Operated formerly
Name:	Amenia Sand & Gravel		
Vendor ID:	1000007433		
Status:	Active		
Type:	DBA	Explanation:	Operated formerly Clemente Fane has
Name:	Clemente Fane Concrete		
Vendor ID:	1000007433		
Status:	Active		
Type:	DBA	Explanation:	Cleason appeared have been entered
Name:	Cleason Concrete		
Vendor ID:	1000007433		
Status:	Active		

Authorized Contacts

Name:	Patrick Barry	Address:	7610 County Rout
Title:	Vice President		Hornell, NY 1484
Telephone:	(607)324-3636		United States
Fax:	(607)324-0998		
Email:	pbarry@dolomitegroup.com		

I. Business Characteristics

1.0 Business Entity type - Check appropriate box and provide additional information:

- Corporation (including PC)
- Limited Liability Company (LLC or PLLC)
- Limited Liability Partnership (LLP)
- Limited Partnership (LP)
- General Partnership
- Sole Proprietor
- Other

Date of Incorporation

03/15/1920

1.1 Was the Business Entity formed in New York State?

- Yes
- No

1.2 Is the Legal Business Entity publicly traded?

- Yes
- No

Provide CIK Code or Ticker Symbol

CRH PLC (American / NYSE)

1.3 Is the Business Entity currently registered to do business in New York State?

Note: Select "Not Required" if the Business Entity is a Sole Proprietor or General Partnership.

- Yes
- No
- Not Required

1.4 Is the responding Business Entity a Joint Venture?

Note: If the submitting Business Entity is a Joint Venture, also submit a separate questionnaire for each Business Entity.

- Yes
- No

1.5 If the Business Entity's Principal Place of Business is not in New York State, does the Business Entity maintain (Select "N/A" if Principal Place of Business is in New York State.)

- Yes
- No
- N/A

1.6 Is the Business Entity a New York State certified Minority-Owned Business Enterprise, or Women-Owned Business, or federally certified Disadvantaged Business Enterprise?

- Yes
- No

1.7 Identify each person or business entity that is, or has been within the past five (5) years, a Principal Owner of Entity Official; or one of the five largest shareholders, if applicable.

Joint Ventures: Provide information for all firms involved.

Note: If more than four (4) Business Entity Officials or Principal Owners need to be listed, select "Attach Document"

Select method for providing this information:

- Enter Below
- Attach Document

For each individual, include name, title, percentage of ownership and whether the individual is current

Uploaded Files
CCA-2 Corporate Officers Dec 2015.pdf 32K

Last Modified: Dec 17, 2015
Modified By: Cindy Mix

Question 1.7 Business Entity Officials within the past 5 years.

<u>NAME</u>	<u>TITLE</u>	<u>% OWNERSHIP</u>	<u>EMPLOYMENT STATUS</u>
Mark S. Towe	Director	N/A	Current
Christopher J. Madden	Director	N/A	Current
Michael G. O'Driscoll	Assistant Secretary	N/A	Current
David W. Rayno	CFO, Secretary	N/A	Current
Charles A. Stokes	Senior Vice President	N/A	Current
John M. Odenbach	Vice President	N/A	Former
Charles Brown	Treasurer	N/A	Current
Lorna S. Plunkett	Assistant Secretary	N/A	Current
Gardner C. Odenbach	Senior Vice President	N/A	Former
	Assistant Secretary		
Gary P. Hickman	Assistant Secretary	N/A	Current
John Siel	President	N/A	Current
Patrick J. Barry	Vice President	N/A	Current
Martin G. Reff	Senior Vice President	N/A	Former
Robert Roote	Senior Estimator	N/A	Current
James F. McGee	General Manager	N/A	Former
	Assistant Secretary		
Dan Stover	Division President	N/A	Current
Randy Lake	CEO	N/A	Current

II. Affiliate and Joint Venture Relationships

2.0 Are there any other construction-related firms in which, now or in the past five years, the submitting Business entities listed in question 1.7 either owned or owns 5.0% or more of the shares of, or was or is one of the five 1 or proprietor of said other firm?

Yes

No

Select method for providing this information:

Note: If more than four (4) firms need to be listed, select "Attach Document" as the response.

Enter Below

Attach Document(s)

Provide Firm/Company Name(s), address, EIN, if available, firm's primary business activity, ex ownership. If there are any shareholders, directors, officers, owners, partners or proprietors that with this firm, provide the name and title of each individual.

Uploaded Files

[CCA-2 Affiliates.pdf](#) 70K

2.1 Does the Business Entity have any construction-related affiliates not identified in the response to question 2.0:

Yes

No

2.2 Has the Business Entity participated in any construction-related Joint Ventures within the past 3 years?

Yes

No

Last Modified: Jan 16, 2014

Modified By: james mcgee

Question 2.0: are there any other construction related firms in which, now or in the past 5 years, the submitting Business Entity or any of the individuals listed in question 1.6 either owned or owns 5% or more of the firms shares of, or one of the five largest shareholders or a director, an officer, a partner or a proprietor.

Firm/ Company Name	Firm / Company EIN	Firm / Company's Primary Business Activity
Callanan Industries Inc.	14-1539261	Material Supplier
Tilcon New York Inc	06-1032119	Material Supplier
Amenia Sand & Gravel Inc	14-1467658	Material Supplier
Old Castle Materials Inc	95-3962938	US Division of CRH

Question 2.1: Does the Business Entity have any construction-related affiliates not identified in the response to 2.0 above?

Affiliate Name	Affiliate EIN	Affiliate's Primary Business Activity	Relationship
CRH, plc	NA	Materials	Parent Company
Oldcastle, Inc.	95-3296140	Materials	Sister Company
Pike Industries, Inc.	02-0422469	Materials	Sister Company
Pennsy Supply Company	23-2188015	Materials	Sister Company
Betco Block & Supply Co.	52-0566603	Materials	Sister Company
Tilcon Inc.	05-1035086	Materials	Sister Company
Tilcon Connecticut Inc.	06-1035067	Materials	Sister Company
Mount Hope Rock Products Inc.	22-2366485	Materials	Sister Company
Branford Steam Railroad Inc.	06-0270195	Materials	Sister Company
Oldcastle Precast, Inc.	14-1463927	Materials	Sister Company
Buchanan Marine Inc.	08-1008148	Materials	Sister Company
King Road Materials	16-0410930	Materials	Sister Company
Madden Concrete	16-0410930	Materials	Sister Company
Bushika Sand & Gravel	16-0410930	Materials	Sister Company-Div of Dolomite
Pittsfield Sand & Gravel	14-1539261	Materials	Sister Company-Div of Dolomite Division of Callanan

III. Contract History

Based on the Business Entity's New York State Vendor Identification Number (Vendor ID) provided, active contracts w approved as of April 2012 by the Office of the State Comptroller and approved contracts submitted after April 2012 are menu to the left.

3.0 Has the Business Entity completed any construction contracts?

Yes

No

List the ten most recent construction contracts the Business Entity has completed. If less than ten, inclu number:

Attach Document

Use Completed Contract Template

For each contract, include Agency/Owner, Contact Person, Telephone Number, Prime or Subco Design Architect and/or Design Engineer, Award Date, Contract Number, Contract Amount, Di

Uploaded Files

[CCA-2 Completed Dec 2015.pdf](#) 139K

3.1 Does the Business Entity currently have uncompleted construction contracts?

Note: Ongoing projects must be included.

Yes

No

List all current uncompleted construction contracts:

Attach Document

Use Uncompleted Contract Template

For each contract, include Agency/Owner, Contact Person, Telephone Number, Contract Numb Joint Venture EIN, Design Architect and/or Design Engineer, Total Dollar amount of firm's cor Uncompleted dollar amount of Firm's contract (or Subcontract), award date and anticipated con uncompleted contracts.

Uploaded Files

[CCA-2 Uncompleted Dec 2015.pdf](#) 147K

Last Modified: Dec 17, 2015

Modified By: Cindy Mix

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT A - COMPLETED CONSTRUCTION CONTRACTS**

EIN: 160410930

Question 3.0: List the ten most recent contracts the firm has completed. If less than ten, include most recent subcontracts on projects up to that number.						
Agency/Owner PennDOT	Telephone No.	Designer Architect and /or Design Engineer	Award Date	Amount	Date Completed	EIN of JV, if applicable
1. Agency/Owner PennDOT Contact Person Kent Renaud Contract No. 88177	(814) 765-0410	Designer Architect and /or Design Engineer Gannett Fleming, Inc.	3/6/2015	\$2,496,846.00	11/25/2015	
2. Agency/Owner PennDOT Contact Person Kent Renaud Contract No. 83049	(814) 765-0410	Designer Architect and /or Design Engineer The Eads Group	4/10/2014	\$992,715.50	11/25/2015	
3. Agency/Owner PennDOT Contact Person Kent Renaud Contract No. 82203	(814) 765-0410	Designer Architect and /or Design Engineer Penndot	5/1/2014	\$4,201,887.00	11/20/2015	
4. Agency/Owner NYSDOT Contact Person D. Hammond Contract No. D262879	(607) 324-8481	Designer Architect and /or Design Engineer NYSDOT	5/20/2015	\$10,351,481.21	11/13/2015	
5. Agency/Owner PennDOT Contact Person Kent Renaud Contract No. 82037	(814) 765-0410	Designer Architect and /or Design Engineer Sucevic, Piccolomini & Kuchar	3/9/2015	\$1,117,911.94	11/6/2015	

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT A - COMPLETED CONSTRUCTION CONTRACTS**

EIN: 160410930

Question 3.0: List the ten most recent contracts the firm has completed. If less than ten, include most recent subcontracts on projects up to that number.						
Agency/Owner PennDOT	Award Date	Amount	Date Completed			
6.	Agency/Owner PennDOT	6/20/2015	\$803,106.25	11/3/2015		
	Contact Person Kent Renaud	Designer Architect and /or Design Engineer PennDOT				
	Contract No. 4808	Prime or Sub Prime			EIN of JV, if applicable	
7.	Agency/Owner PennDOT	5/1/2015	\$765,211.00	11/3/2015		
	Contact Person K. Renaud	Designer Architect and /or Design Engineer Michael Baker Associates				
	Contract No. 46938	Prime or Sub Prime			EIN of JV, if applicable	
8.	Agency/Owner NYSDOT	2/19/2014	\$2,299,247.02	11/21/2014		
	Contact Person S. Hall	Designer Architect and /or Design Engineer NYSDOT				
	Contract No. D262522	Prime or Sub Prime			EIN of JV, if applicable	
9.	Agency/Owner NYSDOT	5/14/2014	\$1,881,505.29	10/1/2014		
	Contact Person C. Giles	Designer Architect and /or Design Engineer NYSDOT				
	Contract No. D262586	Prime or Sub Prime			EIN of JV, if applicable	
10.	Agency/Owner PennDOT	3/28/2013	\$2,356,691.34	6/6/2014		
	Contact Person Kent Renaud	Designer Architect and /or Design Engineer PennDOT				
	Contract No. 4511	Prime or Sub Prime			EIN of JV, if applicable	

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE**

ATTACHMENT B - UNCOMPLETED CONSTRUCTION CONTRACTS

EIN: 160410930

Question 3.1: List all current uncompleted construction contracts:									
Agency/Owner PennDOT	Telephone No. (814) 765-0410	Designer Architect and /or Design Engineer PennDOT	Award Date 5/21/2015	Completion Date 7/12/2016					
Contract No. 69466	Prime or Sub Prime	Joint Venture (JV) Name, if applicable	Total Contract Amount \$2,125,152.90	Amount Sublet to others \$99,403.88	Uncompleted Amount \$650,000.00	EIN of JV, if applicable			
1.									
Agency/Owner NYSDOT	Telephone No. (315) 374-1794	Designer Architect and /or Design Engineer NYSDOT	Award Date 4/28/2015	Completion Date 6/15/2016					
Contact Person Santo Sardino	Prime or Sub Prime	Joint Venture (JV) Name, if applicable	Total Contract Amount \$4,075,234.02	Amount Sublet to others \$1,001,000.00	Uncompleted Amount \$1,000,000.00	EIN of JV, if applicable			
Contract No. D262898									
3.									
Agency/Owner	Telephone No.	Designer Architect and /or Design Engineer	Award Date	Completion Date					
Contact Person	Prime or Sub Prime	Joint Venture (JV) Name, if applicable	Total Contract Amount	Amount Sublet to others	Uncompleted Amount	EIN of JV, if applicable			
Contract No.									
4.									
Agency/Owner	Telephone No.	Designer Architect and /or Design Engineer	Award Date	Completion Date					
Contact Person	Prime or Sub Prime	Joint Venture (JV) Name, if applicable	Total Contract Amount	Amount Sublet to others	Uncompleted Amount	EIN of JV, if applicable			
Contract No.									

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE**

ATTACHMENT B - UNCOMPLETED CONSTRUCTION CONTRACTS

EIN: 160410930

Question 3.1: List all current uncompleted construction contracts:									
5.	Agency/Owner	Telephone No.	Designer Architect and /or Design Engineer	Award Date	Completion Date				
	Contract Person	Prime or Sub Prime	Joint Venture (JV) Name, if applicable	EIN of JV, if applicable	Total Contract Amount		Amount Sublet to others	Uncompleted Amount	
5.	Agency/Owner								
	Contact Person								
	Contract No.								
6.	Agency/Owner								
	Contact Person								
	Contract No.								
7.	Agency/Owner								
	Contact Person								
	Contract No.								
8.	Agency/Owner								
	Contact Person								
	Contract No.								

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE**

ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

EIN: 160410930

Question 3.1: List all current uncompleted construction contracts:									
Agency/Owner		Award Date		Completion Date					
9.									
Contact Person		Telephone No.		Designer Architect and /or Design Engineer					
Contract No.		Prime or Sub Prime		Joint Venture (JV) Name, if applicable		EIN of JV, if applicable			
		Total Contract Amount		Amount Sublet to others		Uncompleted Amount			
10.									
Agency/Owner		Award Date		Completion Date					
Contact Person		Telephone No.		Designer Architect and /or Design Engineer					
Contract No.		Prime or Sub		Joint Venture (JV) Name, if applicable		EIN of JV, if applicable			
		Total Contract Amount		Amount Sublet to others		Uncompleted Amount			
						Grand Total All Uncompleted Contracts		\$2,203,456.00	

IV. Integrity - Contract Bidding

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

- 4.0 Been suspended or debarred from any government contracting process or been disqualified on any government
- Yes
- No
- 4.1 Been subject to a denial or revocation of a government prequalification?
- Yes
- No
- 4.2 Had any bid rejected by a government entity for lack of qualifications, responsibility or because of the submit bid?
- Yes
- No
- 4.3 Had a proposed subcontract rejected by a government entity for lack of qualifications, responsibility or because responsive or incomplete bid?
- Yes
- No
- 4.4 Had a low bid rejected on a government contract for failure to make good faith efforts on any Minority-Owned Enterprise or Disadvantaged Business Enterprise goal or statutory affirmative action requirements on a previous bid?
- Yes
- No
- 4.5 Agreed to a voluntary exclusion from bidding/contracting with a government entity?
- Yes
- No
- 4.6 Initiated a request to withdraw a bid submitted to a government entity or made any claim of an error on a bid submitted?
- Yes
- No

Last Modified: Jan 7, 2015
Modified By: Cindy Mix

V. Integrity - Contract Award

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

5.0 Defaulted on or been suspended, cancelled or terminated for cause on any contract?

Yes

No

5.1 Been subject to an administrative proceeding or civil action seeking specific performance or restitution (except with any government contract)?

Yes

No

5.2 Entered into a formal monitoring agreement, consent decree or stipulation settlement as specified by, or agreed

Yes

No

5.3 Had its surety called upon to complete any contract whether government or private sector?

Yes

No

5.4 Forfeited all or part of a standby letter of credit in connection with any government contract?

Yes

No

Last Modified: Jan 16, 2014

Modified By: james mcgee

VI. Certifications/Licenses

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

6.0 Had a revocation or suspension of any business or professional permit and/or license?

Yes

No

6.1 Had a denial, decertification, revocation or forfeiture of New York State certification of Minority-Owned Business Enterprise or a federal certification of Disadvantaged Business Enterprise status for other than a change of owner?

Yes

No

Last Modified: Sep 23, 2010

Modified By: James McGee

VII. Legal Proceedings/Government Investigations

Note: Information regarding a determination or finding made in error, which was subsequently corrected or overturned, government entity, is not required.

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

7.0 Been the subject of a criminal investigation, whether open or closed, or an indictment for any business-related federal law?

- Yes
- No

7.1 Been the subject of:
(i) An indictment, grant of immunity, judgment or conviction (including entering into a plea bargain) for cond
(ii) Any criminal investigation, felony indictment or conviction concerning the formation of, or any business a
Minority-Owned Business Enterprise, Women-Owned Business Enterprise or Disadvantaged Business Enterpr

- Yes
- No

7.2 Received any OSHA citation, which resulted in a final determination classified as serious or willful?

- Yes
- No

Provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting entity involved and any remedial or corrective action(s) taken and the current status of the issue(s)
Select method for providing this information:

- Enter Below
- Attach Document(s)
- Attach Document(s) with Explanation

Uploaded Files
CCA-2 OSHA Jan 2015.pdf 241K

7.3 Had a government entity find a willful prevailing wage or supplemental payment violation?

- Yes
- No

7.4



CCA-2
2015



7. Legal Proceedings
7.2 OSHA Violations

<u>Date</u>	<u>Agency</u>	<u>Violator</u>	<u>Explanation</u>	<u>Status</u>
5/2/12	OSHA	Dolomite/Blades	See Attached	Fine Paid

OSHA F.L

U.S. Department of Labor
Occupational Safety and Health Administration

Inspection Number: 414122
Inspection Date(s): 05/02/2012 - 05/02/2012
Issuance Date: 05/16/2012



Citation and Notification of Penalty

Company Name: Dolomite Products Company, dba A L Blades & Sons Incorporated
Inspection Site: 3194 Sylvania Road, Troy, PA 16947

Citation 1 Item 1 Type of Violation: **Serious**

29 CFR 1926.1052(c)(1): Stairways having four or more risers or rising more than 30 inches (76 cm), whichever is less, were not equipped with at least one handrail and one stairrail system along each unprotected side or edge:

a) Sugar Creek bridge work site, Troy, PA: The stairs leading to the tool trailer, having five risers, were not equipped with a stair rail on the right side decending exposing workers to a fall, on or about May 2, 2012.

ABATEMENT CERTIFICATION REQUIRED

Date by which Violation must be Abated:
Proposed Penalty:

05/23/2012
\$3000.00

Mark Stelmack
Area Director

**U.S. DEPARTMENT OF LABOR
OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION**

In the Matter of: Dolomite Products Co, Inc. dba A.L. Blades
OSHA No.(s): 414122

INFORMAL SETTLEMENT AGREEMENT

The undersigned Employer and the undersigned Occupational Safety and Health Administration (OSHA), in settlement of the above citation(s) and penalties, which were issued on 5/16/12, hereby agree as follows:

1. The Employer agrees to correct the violations as cited in the above citations or as amended below.
2. The Employer agrees to pay the proposed penalties, if any, as issued with the above citation(s), or, if amended by this agreement, as amended below within thirty (30) days of the signing of this agreement. Said payment will be made with a check payable to "OSHA-U.S. Department of Labor" and mailed to the OSHA Wilkes-Barre Area Office, 7 North Wilkes-Barre Blvd., Suite 410, Wilkes-Barre, PA 18702-5241.
3. OSHA agrees that the following citations and penalties are being amended as shown below:

Citation 1, Item 1 – This item remains as issued with an assessed penalty of \$1,500.00.

New Total Penalty: \$1,500.00
4. The Employer, by signing this Informal Settlement Agreement, hereby waives its rights to contest the above citation(s) and penalties, as amended in paragraph 3 of this agreement.
5. The Employer agrees to immediately post a copy of this Settlement Agreement in a prominent place at or near the location of the violation(s) referred to in paragraph 3 above. This Settlement Agreement must remain posted until the violations cited have been corrected, or for 3 working days (excluding weekends and Federal Holidays), whichever is longer.
6. The Employer agrees to continue to comply with the applicable provisions of the Occupational Safety and Health Act of 1970, and the applicable safety and health standards promulgated pursuant to the Act.
7. In accordance with 29 C.F. R. 1903.19 (c), within ten (10) calendar days after the latest abatement date, respondent shall certify and where appropriate document to the Occupational Safety and Health Administration's (OSHA) Wilkes-Barre Area Office that each citation has been abated.

8. Each party agrees to bear its/his own attorney's fees, costs and other expenses incurred by such party in connection with any stages of the above-referenced proceeding including, but not limited to, attorney's fees and costs which may be available under the Equal Access to Justice Act, as amended.



For The Employer

For Occupational Safety
and Health Administration
Mark L. Stelmack, Area Director

11 June 2012

Date

Date

NOTICE TO EMPLOYEES

The law gives you or your representative the opportunity to object to any abatement date set for a violation if you believe the date to be unreasonable. Any contest to the abatement dates of the citations amended in paragraph 3 of this Settlement Agreement must be mailed to the U.S. Department of Labor Area Office at The Stegmaier Building, Suite 410, 7 North Wilkes-Barre Boulevard, Wilkes-Barre, PA 18702, within 15 working days (excluding weekends and Federal Holidays) of the receipt by the Employer of this Settlement Agreement.

You or your representative also have the right to object to any of the abatement dates set for violations, which were not amended, provided that the objection is mailed to the office shown above within the 15-working-day period established by the original citation.

penalty debt amounts not paid within one month (30 calendar days) of the date on which the debt amount becomes due and payable (penalty due date). The current interest rate is one percent (1%). Interest will accrue from the date on which the penalty amounts (as proposed or adjusted) become a final order of the Occupational Safety and Health Review Commission (that is, 15 working days from your receipt of the Citation and Notification of Penalty), unless you file a notice of contest. Interest charges will be waived if the full amount owed is paid within 30 calendar days of the final order.

Delinquent Charges: A debt is considered delinquent if it has not been paid within one month (30 calendar days) of the penalty due date or if a satisfactory payment arrangement has not been made. If the debt remains delinquent for more than 90 calendar days, a delinquent charge of six percent (6%) per annum will be assessed accruing from the date that the debt became delinquent.

Administrative Costs: Agencies of the Department of Labor are required to assess additional charges for the recovery of delinquent debts. These additional charges are administrative costs incurred by the Agency in its attempt to collect an unpaid debt. Administrative costs will be assessed for demand letters sent in an attempt to collect the unpaid debt.



Mark Stelmack
Area Director



Date

Dolomite

Manitou

Blades



Check Requisition

Date Requisitioned:	6/11/2014	
Batch / SEQ #		

Vendor Code:	
--------------	--

Remit To:	OSHA - U.S. DEPARTMENT OF LABOR
-----------	---------------------------------

Invoice No.:	
Invoice Amount	\$1,500 ⁰⁰

Vendor Name:	US DOL
	OSHA
	7 th North Wilkes - Barra Blvd
	Suite 410

Description:
Penalty
Violation of 29CFR 1926.1052(a)(1)

Wilkes-Barre, PA
18701

G/L #			Amount
Job	Phase	Cost Type	Amount
11830	50.1000	40	\$1,500 ⁰⁰
	50.880		
	9 + 10 + A Tagged 6/15/14		
Equip # / Work Order	Cost Code / Item	Cost Type	Amount
Location	Material Code	U/M	Amount

1. Attach invoice, advise or other documentation with requisition.
2. Fill out blank boxes and sign requisition.
3. If check is NOT to be remitted to vendor, identify where it should be sent.

Authorized Signature:

Check Date:	6/28/13
Check No.:	193549

AP OMG Check Inquiry

OSHA-U.S. Department of Labor 2

Check Number : 193549

7 North Wilkes-Barre Blvd, Suite 110
Wilkes-Barre, PA 18702-5241

Month Paid: 6/1/2012

Date Paid: 6/28/2012

Void Status: N

AP Trans	AP Ref	Description	Inv Date	Gross	Disc Taken	Retainage	Paid
2114	61212	OSHA - U.S. DEPARTMENT OF	6/12/2012	1,500.00	0.00	0.00	0.00
				1,500.00	0.00	0.00	0.00

notes * indicates address override

2 Dolomite Products Company, Inc.

Page 1 of 1

OMGAPCheckInquiryTF.rpt

Had a New York State Labor Law violation deemed willful?

Yes

No

7.5 Entered into a consent order with the New York State Department of Environmental Conservation, or a federal determination involving a violation of federal, state or local environmental laws?

Yes

No

7.6 Other than the previously disclosed, been the subject of any citations, notices or violation orders; a pending advertisement of a violation of:

- Federal, state or local health laws, rules or regulations;
- Federal, state or local environmental laws, rules or regulations;
- Unemployment insurance or workers compensation coverage or claim requirements;
- Any labor law or regulation, which was deemed willful;
- Employee Retirement Income Security Act (ERISA);
- Federal, state or local human rights laws; or
- Federal, state or local security laws?

Yes

No

Last Modified: Jan 7, 2015
Modified By: Cindy Mix

VIII. Leadership Integrity

Note: If the Business Entity is a Joint Venture Entity, answer "N/A - Joint Venture" to questions in this section.

Within the past five (5) years has any individual previously identified, or any individual currently or formerly having the proposals, contracts or supporting documentation on behalf of the Business Entity with any government entity been:

8.0 Sanctioned relative to any business or professional permit and/or license?

- Yes
- No
- N/A - Joint Venture

8.1 Suspended, debarred or disqualified from any government contracting process?

- Yes
- No
- N/A - Joint Venture

8.2 The subject of a criminal investigation, whether open or closed, or an indictment for any business-related cond federal law?

- Yes
- No
- N/A - Joint Venture

8.3 Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgm (i) Any business-related activity, including but not limited to fraud, coercion, extortion, bribe or bribe-receivin immigration or tax fraud, racketeering, mail fraud, wire fraud, price-fixing or collusive bidding; or (ii) Any crime, whether or not business-related, the underlying conduct of which related to truthfulness, includ documents or false sworn statements, perjury or larceny?

- Yes
- No
- N/A - Joint Venture

Last Modified: Jan 16, 2014
Modified By: james mcgee

IX. Financial and Organizational Capacity

9.0 Within the past five (5) years, has the Business Entity or any affiliate received any formal unsatisfactory performance on any contract?

Yes

No

9.1 Within the past five (5) years, has the Business Entity or any affiliate had any liquidated damages assessed over

Yes

No

9.2 Within the past five (5) years, has the Business Entity or any affiliate had any liens, claims or judgments over that remain undischarged or were unsatisfied for more than 90 days?

Note: Including but not limited to tax warrants or liens. Do not include UCC filings.

Yes

No

9.3 In the last seven (7) years has the Business Entity or any affiliate initiated or been the subject of any bankruptcy proceeding pending?

Yes

No

9.4 What is the Business Entity's Bonding Capacity?
Select method for providing this information:

Enter Below

Attach Document

Single Project :

\$50 Million

Aggregate (All Projects):

\$500 Million

9.5 List Business Entity's Gross Sales for previous three (3) fiscal years:
Select method for providing this information:

Enter Below

Attach Document

1st Year (indicate year)

2014

Amount

\$133,776,000.00

2nd Year (indicate year)

2013

Amount

\$126,162,000.00

3rd Year (indicate year)

2012

Amount

\$130,747,000.00

9.6 List Business Entity's Average Backlog for previous three (3) fiscal years:
(Estimated total value of uncompleted work on outstanding contracts)
Select method for providing this information:

Enter Below

Attach Document

1st Year (indicate year)

2015

Amount

\$25,000,000.00

2nd Year (indicate year)

2014

Amount

\$29,000,000.00

3rd Year (indicate year)

2013

Amount

\$27,000,000.00

9.7

Attach Business Entity's most recent annual financial statement and accompanying notes or complete the Final document.

Select method for providing this information:

- Financial Template
- Attach Financial Statement

Uploaded Files
CCA-2 2014 Financials.pdf 172K

Last Modified: Apr 27, 2015
Modified By: Cindy Mix



Building a better
working world

Ernst & Young
Chartered Accountants
Harcourt Centre
Harcourt Street
Dublin 2
Ireland

Tel: + 353 1 475 0555
Fax: + 353 1 475 0599
ey.com

NYS Office of the State Comptroller
110 State Street
Albany
New York 12236

CRH plc - Dolomite Products Co., Inc. (dba A.L. Blades)
Year ended December 31, 2014

Dear Sir,

We act as independent auditor to CRH plc ("the Company"), a company incorporated in the Republic of Ireland.

We confirm that the attached Consolidated Income Statement, Consolidated Statement of Comprehensive Income, Consolidated Balance Sheet and Consolidated Statement of Cash Flows have been correctly extracted from CRH plc's full consolidated financial statements as of and for the year ended December 31, 2014 prepared in conformity with International Financial Reporting Standards as adopted by the European Union on which we expressed an unqualified audit opinion in accordance with International Standards on Auditing (UK and Ireland) issued by the Auditing Practices Board on February 25, 2015. The Consolidated Income Statement, Consolidated Statement of Comprehensive Income, Consolidated Balance Sheet, Consolidated Statement of Cash Flows and consolidated financial statements of CRH plc are solely the responsibility of the directors of CRH plc.

The separate financial information included in respect of Dolomite Products Co., Inc. has been presented for the purposes of additional analysis and is also the responsibility of the directors of CRH plc. It has been extracted from the consolidation returns prepared for Dolomite Products Co., Inc. in conformity with International Financial Reporting Standards as adopted by the European Union for inclusion in CRH plc's consolidated financial statements¹. Such separate financial information as of and for the year ended December 31, 2014 has been subjected to the auditing procedures applied in the context of our audit of the 2014 consolidated financial statements of CRH plc taken as a whole and is not therefore a separate component of CRH plc's consolidated financial statements.

Our audit of the consolidated financial statements of CRH plc is carried out, in accordance with International Standards on Auditing (UK and Ireland) issued by the Auditing Practices Board, in compliance with our statutory obligations and is subject to a separate engagement letter. Our audit report is intended for the sole benefit of the shareholders of CRH plc as a body, to whom it is addressed, and is laid before the Company's annual general meeting along with the CRH plc consolidated financial statements. Our audit of the consolidated financial statements of CRH plc is not planned or conducted to address or reflect matters in which anyone other than such shareholders as a body may be interested. We and our employees shall have no liability whether in contract, negligence or otherwise to the NYS Office of the State Comptroller or any other third parties in relation to our audit of the financial statements of CRH plc.

¹ For practical purposes the separate financial information included herein in respect of Dolomite Products Co., Inc. does not include an allocation for a non-cash charge (and related deferred tax effect) in relation to IFRS 2, *Share-based Payment*. In addition, the tax charge has been calculated using a composite convenience rate of 39.4%, representing the aggregate of a 35% federal tax charge and a calculated average 4.4% state tax rate.



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Our report as set out herein is confidential to the addressee of this letter and is provided solely for the purposes of your assessment of Dolomite Products Co., Inc.'s compliance with the terms of your proposal for qualification application. It should not be made available to any other party without our written consent.

Ernst & Young

Ernst & Young
Dublin
March 19, 2015

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**CRH plc
SUMMARY FINANCIAL INFORMATION
YEAR ENDED DECEMBER 31, 2014**

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**Dolomite Products Co., Inc.
SUMMARISED FINANCIAL INFORMATION
YEAR ENDED DECEMBER 31, 2014**

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Consolidated Income Statement

for the financial year ended 31 December 2014

Notes	2014 €m	2013 €m
1 Revenue	18,812	18,031
2 Cost of sales	<u>(13,427)</u>	<u>(13,153)</u>
Gross profit	5,485	4,878
2 Operating costs	<u>(4,668)</u>	<u>(4,778)</u>
1,3,5,6 Group operating profit	917	100
1,4 Profit on disposals	<u>77</u>	<u>28</u>
8 Finance costs	984	126
8 Finance income	<u>(254)</u>	<u>(282)</u>
8 Other financial expense	8	13
9 Share of equity accounted investments' profit/(loss)	<u>(42)</u>	<u>(48)</u>
9 Profit/(loss) before tax	55	(44)
10 Income tax expense	<u>781</u>	<u>(215)</u>
Group profit/(loss) for the financial year	<u><u>584</u></u>	<u><u>(295)</u></u>
Profit/(loss) attributable to:		
Equity holders of the Company	582	(296)
Non-controlling interests	<u>2</u>	<u>1</u>
Group profit/(loss) for the financial year	<u><u>584</u></u>	<u><u>(295)</u></u>
12 Basic earnings/(loss) per Ordinary Share	<u>78.9c</u>	<u>(40.6c)</u>
12 Diluted earnings/(loss) per Ordinary Share	<u>78.8c</u>	<u>(40.6c)</u>

All of the results relate to continuing operations.

Consolidated Statement of Comprehensive Income

for the financial year ended 31 December 2014

Notes	2014 €m	2013 €m
Group profit/(loss) for the financial year	<u>584</u>	<u>(295)</u>
Other comprehensive income		
<i>Items that may be reclassified to profit or loss in subsequent years:</i>		
Currency translation effects	599	(373)
24 Losses relating to cash flow hedges	<u>(6)</u>	<u>(2)</u>
	<u>593</u>	<u>(375)</u>
<i>Items that will not be reclassified to profit or loss in subsequent years:</i>		
27 Remeasurement of retirement benefit obligations	(414)	162
10 Tax on items recognised directly within other comprehensive income	<u>69</u>	<u>(43)</u>
	<u>(345)</u>	<u>119</u>
Total other comprehensive income for the financial year	<u>248</u>	<u>(256)</u>
Total comprehensive income for the financial year	<u><u>832</u></u>	<u><u>(551)</u></u>
Attributable to:		
Equity holders of the Company	830	(552)
Non-controlling interests	<u>2</u>	<u>1</u>
Total comprehensive income for the financial year	<u><u>832</u></u>	<u><u>(551)</u></u>

N. Hartery, A. Manifold, Directors

Consolidated Balance Sheet
as at 31 December 2014

Notes	2014 €m	2013 €m	
ASSETS			
Non-current assets			
13	Property, plant and equipment	7,422	7,539
14	Intangible assets	4,173	3,911
15	Investments accounted for using the equity method	1,329	1,340
15	Other financial assets	23	23
17	Other receivables	85	93
24	Derivative financial instruments	87	63
26	Deferred income tax assets	171	107
	Total non-current assets	<u>13,290</u>	<u>13,076</u>
Current assets			
16	Inventories	2,260	2,254
17	Trade and other receivables	2,844	2,518
	Current income tax recoverable	16	26
24	Derivative financial instruments	15	17
22	Cash and cash equivalents	3,282	2,540
4	Assets held for sale	531	-
	Total current assets	<u>8,727</u>	<u>7,353</u>
	Total assets	<u>22,017</u>	<u>20,429</u>
EQUITY			
Capital and reserves attributable to the Company's equity holders			
28	Equity share capital	253	251
28	Preference share capital	1	1
28	Share premium account	4,324	4,219
28	Treasury Shares and own shares	(76)	(118)
	Other reserves	213	197
	Foreign currency translation reserve	57	(542)
	Retained income	5,405	5,654
		<u>10,177</u>	<u>9,662</u>
	Non-controlling interests	21	24
	Total equity	<u>10,198</u>	<u>9,686</u>
LIABILITIES			
Non-current liabilities			
23	Interest-bearing loans and borrowings	5,419	4,579
24	Derivative financial instruments	3	34
26	Deferred income tax liabilities	1,305	1,166
18	Other payables	257	289
27	Retirement benefit obligations	711	410
25	Provisions for liabilities	257	231
	Total non-current liabilities	<u>7,962</u>	<u>6,709</u>
Current liabilities			
18	Trade and other payables	2,894	2,754
	Current income tax liabilities	164	151
23	Interest-bearing loans and borrowings	447	961
24	Derivative financial instruments	20	19
25	Provisions for liabilities	139	149
4	Liabilities associated with assets classified as held for sale	213	-
	Total current liabilities	<u>3,867</u>	<u>4,034</u>
	Total liabilities	<u>11,819</u>	<u>10,743</u>
	Total equity and liabilities	<u>22,017</u>	<u>20,429</u>

N. Hartery, A. Manifold, Directors

Consolidated Statement of Cash Flows
for the financial year ended 31 December 2014

Notes	2014 €m	2013 €m
Cash flows from operating activities		
	781	(215)
	Profit/(loss) before tax	
8	288	287
	Finance costs (net)	
9	(55)	44
	Share of equity accounted investments' result	
4	(77)	(28)
	Profit on disposals	
	917	100
	Group operating profit	
2	831	871
	Depreciation charge	
2	44	54
	Amortisation of intangible assets	
2	49	850
	Impairment charge	
7	16	15
	Share-based payment expense	
	(68)	(96)
	Other (primarily pension payments)	
19	35	77
	Net movement on working capital and provisions	
	1,828	1,471
	Cash generated from operations	
	(262)	(289)
	Interest paid (including finance leases)	
	(127)	(110)
	Corporation tax paid	
	1,237	1,092
	Net cash inflow from operating activities	
Cash flows from investing activities		
4	345	122
	Proceeds from disposals	
	8	13
	Interest received	
	30	33
	Dividends received from equity accounted investments	
13	(436)	(497)
	Purchase of property, plant and equipment	
30	(161)	(338)
	Acquisition of subsidiaries (net of cash acquired)	
15	(3)	(78)
	Other investments and advances	
19	(26)	(105)
	Deferred and contingent acquisition consideration paid	
	(232)	(848)
	Net cash outflow from investing activities	
Cash flows from financing activities		
	22	18
	Proceeds from exercise of share options	
	(1)	(13)
	Acquisition of non-controlling interests	
	901	1,491
	Increase in interest-bearing loans, borrowings and finance leases	
	(11)	64
	Net cash flow arising from derivative financial instruments	
28	-	(6)
	Treasury/own shares purchased	
	(934)	(586)
	Repayment of interest-bearing loans, borrowings and finance leases	
11	(353)	(397)
	Dividends paid to equity holders of the Company	
11	(4)	(1)
	Dividends paid to non-controlling interests	
	(380)	601
	Net cash (outflow)/inflow from financing activities	
	625	845
	Increase in cash and cash equivalents	
Reconciliation of opening to closing cash and cash equivalents		
	2,540	1,747
	Cash and cash equivalents at 1 January	
	130	(52)
	Translation adjustment	
	625	845
	Increase in cash and cash equivalents	
22	3,295	2,540
	Cash and cash equivalents at 31 December	
Reconciliation of opening to closing net debt		
	(2,973)	(2,909)
	Net debt at 1 January	
30	(7)	(44)
	Debt in acquired companies	
4	-	17
	Debt in disposed companies	
	(901)	(1,491)
	Increase in interest-bearing loans, borrowings and finance leases	
	11	(64)
	Net cash flow arising from derivative financial instruments	
	934	586
	Repayment of interest-bearing loans, borrowings and finance leases	
	625	845
	Increase in cash and cash equivalents	
	(3)	10
	Mark-to-market adjustment	
	(178)	77
	Translation adjustment	
20	(2,492)	(2,973)
	Net debt at 31 December	

N. Hartery, A. Manifold, Directors

CRH plc

Note to Summary Financial Information

December 31, 2014

Note 1

The preceding financial information has been extracted from the consolidated financial statements of CRH plc as of and for the year ended December 31, 2014 prepared in accordance with International Financial Reporting Standards as adopted by the European Union and on which the auditor, Ernst & Young, Dublin, Ireland, expressed an unqualified audit opinion on February 25, 2015. It does not constitute "full group accounts" financial statements as defined in Regulation 40(1) of the European Communities (Companies: Group Accounts) Regulations, 1992. Copies of the full financial statements of CRH plc as of and for the year ended December 31, 2014 will be sent to shareholders in April 2015 and will in due course be lodged with the Irish Stock Exchange and filed with the Registrar of Companies in Ireland. The consolidated financial statements of CRH plc as of and for the year ended December 31, 2013 on which Ernst & Young Dublin Ireland issued an unqualified audit opinion have already been filed with the Registrar of Companies in Ireland.

Dolomite Products Co., Inc.
(Ultimately a Wholly Owned Subsidiary of CRH plc, a Republic of Ireland Corporation)

Consolidated Profit and Loss Account

Year ended December 31, 2014

(U.S. dollars in thousands)

Net sales	\$ 133,776
Cost of sales	<u>(95,741)</u>
Gross profit	38,035
Selling, general and administrative expenses	<u>(23,272)</u>
Operating profit	14,763
Other income (expense):	
Interest expense	(2,300)
Other income, net	<u>789</u>
Total other expense	(1,511)
Profit before income taxes	13,252
Provision for income taxes	<u>(5,221)</u>
Net profit	<u>\$ 8,031</u>

Dolomite Products Co., Inc.
 (Ultimately a Wholly Owned Subsidiary of CRH plc, a Republic of Ireland
 Corporation)

Consolidated Balance Sheet

December 31, 2014

(U.S. dollars in thousands, except per share)

Assets	
Current assets:	
Cash and cash equivalents	\$ 1,985
Trade and other receivables, net	14,200
Inventories, net	9,956
Total current assets	<u>26,141</u>
Property, plant and equipment, gross	205,452
Less: Accumulated depreciation	<u>(84,428)</u>
Property, plant and equipment, net	121,024
Goodwill	<u>1,030</u>
Total assets	<u><u>\$ 148,195</u></u>
Liabilities and stockholder's equity	
Current liabilities:	
Accounts payable, accrued expenses and other liabilities	\$ 11,890
Total current liabilities	<u>11,890</u>
Other liabilities	1,029
Due to parents and affiliates	14,631
Stockholder's equity:	
Common stock, at \$0.01 par value; 1,000 shares authorized; 100 shares issued and outstanding	-
Additional paid-in capital	-
Retained earnings	120,645
Total stockholder's equity	<u>120,645</u>
Total liabilities and stockholder's equity	<u><u>\$ 148,195</u></u>

Dolomite Products Co., Inc.
Note to Summarised Financial Information
December 31, 2014

Note 2

The preceding financial information has been extracted from the consolidation information for Dolomite Products Co., Inc., as of and for the year ended December 31, 2014, as prepared in conformity with International Financial Reporting Standards as adopted by the European Union for the purposes of inclusion in the consolidated financial statements of CRH plc².

² For practical purposes the separate financial information included herein in respect of Dolomite Products Co., Inc. does not include an allocation for a non-cash charge (and related deferred tax effect) in relation to IFRS 2, *Share-based Payment*. In addition, the tax charge has been calculated using a composite convenience rate of 39.4%, representing the aggregate of a 35% federal tax charge and a calculated average 4.4% state tax rate.

X. Freedom of Information Law (FOIL)

10.0 Indicate whether any information provided herein is believed to be exempt from disclosure under the Freedom
(Note: A determination of whether such information is exempt from FOIL will be made at the time of any req

Yes

No

Last Modified: Sep 24, 2010

Modified By: James Mcgee

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

BID

Bid Due Date:

Description (Project Name and Include Location):

BOND

Bond Number:

Date (Not earlier than Bid due date):

Penal sum

(Words)

\$

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

Bidder's Name and Corporate Seal

(Seal)

Surety's Name and Corporate Seal

(Seal)

By:

Signature

By:

Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest:

Signature

Attest:

Signature

Title

Title

*Note: Above addresses are to be used for giving any required notice. Provide execution by any additional * parties, such as joint venturers, if necessary.*

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we DOLOMITE PRODUCTS COMPANY, INC. DBA ULSTER PAVING COMPANY

as Principal, hereinafter called the Principal, and XL SPECIALTY INSURANCE COMPANY

a corporation duly organized under the laws of the State of DELAWARE as Surety, hereinafter called the Surety, are held and firmly bound unto CITY OF ROME

as Obligee, hereinafter called the Obligee, in the sum of FIVE PERCENT OF AMOUNT BID

Dollars (\$5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for EAST DOMINICK STREETScape ENHANCEMENT PROJECT - PIN 2650.43 / D034662

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 25TH day of FEBRUARY, 2016.

Andrea T. Lewis
Andrea T. Lewis (Witness)

DOLOMITE PRODUCTS COMPANY, INC.
DBA ULSTER PAVING COMPANY
(Principal) (Seal)
Martin G. Reff
Martin G. Reff (Title) Vice President

Andrea T. Lewis
Andrea T. Lewis (Witness)

XL SPECIALTY INSURANCE COMPANY
(Surety) (Seal)
Timothy R. Hauck
Timothy R. Hauck (Title) Attorney-in-Fact

CORPORATE ACKNOWLEDGMENT

STATE OF New York }
COUNTY OF Madison } **SS**

On this 25th day of February, 2016 before me personally came Martin G. Reff to me known, who, being by me duly sworn, did depose and say that he resides in Syracuse, New York, that he is the Vice President of the corporation described in and which executed the foregoing instrument, and that he signed his name thereto by order of the Board of Directors of said corporation.



Andrea T. Lewis
Notary Public

SURETY ACKNOWLEDGMENT

STATE OF New York }
COUNTY OF Madison } **SS**

On this 25th day of February, 2016 before me personally came Timothy R. Hauck to me known, who, being by me duly sworn, did depose and say that he is an Attorney-In-Fact of XL Specialty Insurance Company the corporation described in and which executed the within instrument; that he knows the corporate seal of said corporation, that the seal affixed to the within instrument is such corporate seal, and that he signed the said instrument and affixed the said seal as Attorney-In-Fact of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.



Andrea T. Lewis
Notary Public

BIDDING & CONTRACT REQUIREMENTS

STATEMENT OF SURETY'S INTENT

To:

City of Rome, Rome NY

We have received the bid of:

Dolomite Products Company, Inc. DBA Ulster Paving Company

6375 Tuttle Road, Canastota NY 13032

Name & Address

For:

City of Rome: East Dominick Streetscape Project – PIN 2650.43 / D034662

Project

Bids for which will be received on:

February 25th, 2016

And wish to advise that should this Bid of the Contract be accepted and the contract awarded to said corporation, it is our present intention to become surety of the Performance Bond and Labor and Materials Payment bond as may be required by the Contract.

Any arrangement for the bonds required by the Contract is the matter between the Contractor and ourselves, and we assume no liability to you or third parties of for any reason we do not execute the requisite bonds.

We are duly authorized to transact business in the State of New York and we appear on the U.S. Treasury Department's most current List (Circular 570 as amended).

Attest:

Andrea J. Lewis
Signature

Timothy R. Hauck
Signature

Attorney-in-Fact
Timothy R. Hauck

Attach Power of Attorney

(Corporate seal, if any. If no seal, write "No Seal" across this place and sign.)



Power of Attorney
 XL Specialty Insurance Company
 Greenwich Insurance Company
 XL Reinsurance America Inc.

THIS IS NOT A BOND NUMBER
 LIMITED POWER OF ATTORNEY
 XL1522545

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, Greenwich Insurance Company, Delaware Insurance companies with offices located at 505 Lagrove Blvd., Exton, PA 19341, and XL Reinsurance America Inc., a New York insurance company with offices located at 70 Seaview Avenue, Stamford, CT 06902, do hereby nominate, constitute and appoint:

Michael J. Granieri, Jr., Martin G. Reff, Jonathan Jay Cook, Timothy R. Hauck, Darlene Casale, Mark A. Clemente, Lorna Shaffer Plunkett, Robert M. Roote, Jr., Patrick J. Barry, Robert E. Mitchell

each its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for Dolomite Products Co., Inc. dba: The Dolomite Co.; Dolomite Products Co., Inc.; Blades; Cleason Concrete; Rochester Asphalt Materials; Northrup Materials; Clemente Fine Concrete; Anemia Sand & Gravel; Ulster Paving for the bond sum of no one of which is in any event to exceed \$10,000,000.00 - FOR BID BONDS ONLY.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - In - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 21st day of January 2016:

RESOLVED, that Gary Kaplan, David Hewett, William Mills, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, David Hewett, William Mills, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this January 21st, 2016.



XL SPECIALTY INSURANCE COMPANY
 GREENWICH INSURANCE COMPANY

By: *David S. Hewett*

David S. Hewett, SENIOR VICE PRESIDENT

Attest: *Tom Ann Perkins*

Tom Ann Perkins, SECRETARY

STATE OF CONNECTICUT
 COUNTY OF FAIRFIELD

On this 21st day of January, 2016, before me personally came David S. Hewett to me known, who, being duly sworn, did depose and say: that he is Senior Vice President of XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.



Kim D. Silva

Kim D. Silva, NOTARY PUBLIC

XL SPECIALTY INSURANCE COMPANY
STATUTORY STATEMENT OF ADMITTED ASSETS,
LIABILITIES, CAPITAL AND SURPLUS
December 31, 2014
(U.S. Dollars)

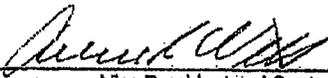
Assets:		Liabilities:	
Bonds	232,863,926	Loss & loss adjustment expenses	197,043,344
Stocks	46,171,492	Reinsurance payable on paid loss and loss adjustment expenses	(63,502)
Cash and short-term investments	101,315,183	Unearned premiums	36,745,052
Receivable for securities		Ceded reinsurance premium payable	
Total Invested Assets	380,350,601	Funds held by company under reinsurance treaties	5,632,876
		Payable for Securities	
		Other Liabilities	50,120,854
		Total Liabilities	289,478,624
Agents Balances	30,638,955	Capital and Surplus:	
		Aggregate write-ins for special surplus funds	
Funds held by or deposited with reinsured companies		Common capital Stock	5,812,500
Reinsurance recoverable on loss and loss adjustment expense payments		Gross paid in and contributed surplus	127,529,060
Accrued interest and dividends	1,150,117	Unassigned surplus	9,838,766
Other admitted assets	20,519,277	Total Capital and Surplus	143,180,326
Total Admitted Assets	432,658,950	Total Liabilities, Capital and Surplus	432,658,950

I, Andrew Robert Will, Vice President and Controller of XL Specialty Insurance Company (the "Corporation") do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true Statutory Statement of Admitted Assets, Liabilities, Capital and Surplus of the Corporation, as of December 31, 2014, prepared in conformity with the accounting practices prescribed or permitted by the Insurance Department of the State of Delaware. The foregoing statement should not be taken as a complete statement of financial condition of the Corporation. Such a statement is available upon request at the Corporation's principal office located at Seaview House, 70 Seaview Avenue, Stamford, CT 06902-06040.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Corporation at Stamford, Connecticut.

State of Connecticut

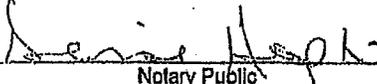
County of Fairfield



 Vice President and Controller

The foregoing financial information was acknowledged before me this 25th of March, 2015 by Andrew Robert Will of XL Specialty Insurance Company on behalf of the corporation.





 Notary Public

DOLOMITE PRODUCTS COMPANY, INC.

1150 Penfield Road, Rochester NY 14625

(585) 381-7010 Fax (585) 381-0208

Fed I.D. # 16-0410930

LETTER OF REFERENCE / CREDIT INFORMATION

Type of Business: Corporation
State of Corporation: New York

Federal I.D.# 16-0410930
Business Est.: 1920

Corporate Officers:

John Siel, President
David Rayno, CFO, Secretary
Blake Henderson, Vice-President

Bank Information:

Bank of America
Checking Account#: 4426404257
(888) 715-1000 Ext 50548
901 Main St, 7th FL, Dallas, TX 75202

Contact: Barbara Bell

Trade References:

Southworth-Milton, Inc.
90 Harts Lane, Albany, NY 12204
Contact: Wayne Moul
P(518)877-6807 F(518)877-6850

Robert Finke & Sons
PO Box 127, Selkirk, NY 12158
Contact: Credit Mgr.
P(518)767-9331 F(518)767-2446

Vantage Equipment L.L.C.
17 Northway Lane, NY 12110
Contact: Carol
P(315)437-2611 F(315)437-2026

PURCHASE ORDER NUMBERS ARE REQUIRED for all purchases. All Invoice/Statements should be mailed to the address below. Various ship addresses. Payment terms are N60 unless otherwise negotiated by the Accounts Payable Dept.

C/O Accounts Payable
PO Box 15097
Albany, NY 12212-5097

invoices@callanan.com

Any questions or concerns please contact out AP Manager
Maricella Cruz at (518) 374-2222 ext. 72021

RESOLUTION NO. 66

AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH CONTINUUM SYSTEMS FOR EQUIPMENT MAINTENANCE OF AUDIOLOG

By _____:

WHEREAS, Kevin Beach, Chief of the Rome Police Department has recommended that the Mayor of the City of Rome enter into an agreement with Continuum Systems of Syracuse, New York, for equipment maintenance and service of Audiolog, at an enrollment fee amount of \$1,195.82, for a contract term beginning May 1, 2016 to May 1, 2017; now, therefore

BE IT RESOLVED, that the Mayor of the City of Rome, New York is hereby authorized to enter into an agreement with Continuum Systems of Syracuse, New York, and/or any subsidiaries, affiliates and related entities controlled or owned by Continuum Systems, for equipment maintenance and service of Audiolog, at an enrollment fee amount of \$1,195.82, for a contract term beginning May 1, 2016 to May 1, 2017, pursuant to the attached Proposal which is made part of this Resolution.

Seconded by _____.

AYES & NAYS: Mayor Izzo _____ Viscelli _____ Feeney _____
Schmidt _____ Nolan _____

ADOPTED: DEFEATED:

continuum

SYSTEMS

2401 BURNET AVENUE
SYRACUSE, NEW YORK 13206
Tel: 315-433-0180

"GUARANTEED MAINTENANCE AGREEMENT"

- A. BUYER: Rome Police Department
301 N. James St.
Rome, NY 13440
- B. ENROLLMENT FEE: \$1,195.82
- C. EQUIPMENT: Audiolog
- D. SITE: Rome Police Dept.
- E. INITIAL TERM: Start: 5/1/16
End: 5/1/17
- F. SERVICE AREA: Rome, NY
- G. 24 HOUR/7 DAY EMERGENCY ("24 x 7")
Option: Accepted _____
Declined X

1. DEFINITIONS: The following words in quotations will have following meaning herein: "Vendor" shall mean Continuum Systems, Inc.; "Buyer" shall mean the party set forth above as such; "Equipment" shall mean that equipment set forth or referenced above as such; "Services" shall mean those services, labor and materials to be furnished and performed by the Vendor as described in the paragraph hereof entitled "Services"; "Initial Term" shall mean that calendar interval set forth above as such; "Service Area" shall mean that geographical area set forth above

as such; "Parts" shall mean the constituent parts of the Equipment, not including Supply Items; "Supply Items" shall mean and include batteries, power cords, SD cards, optical disks, foot pedals, headsets, scanner consumables and all similar non-permanent parts which are subject to exhaustion and replacement in the ordinary and usual operation of the Equipment; "Business Hours" shall mean the hours of 8:00 a.m. through 5:00 p.m. on any day not including Saturdays and Sundays and not including weekdays on which banks in New York are permitted to be closed; "Agreement" shall mean this Guaranteed Maintenance Agreement; "Site" shall mean the actual physical location of the Equipment, which at the time this Agreement is executed is that address set forth above as such; "Renewal Term" shall mean a calendar interval of the same duration as the Initial Term which shall commence pursuant to this Agreement immediately after the expiration of the Initial Term or the preceding Renewal Term; "Enrollment Fee" shall mean that amount set forth above as such, unless specified differently by the Vendor for any Renewal Term.

2. PURCHASE OF SERVICES: By the execution of this Agreement, and subject to all the terms and provisions hereof, the Buyer has requested and directed the Vendor to furnish and perform the Services and the Vendor has agreed to furnish and perform the Services.

3. SERVICES: Vendor shall maintain and service the Equipment listed and keep it in good working order.

a. Preventative Maintenance: Up to once per calendar year, Vendor shall provide scheduled preventive maintenance during regular business hours with the schedule to be based on the specific needs of the Equipment as determined by the Vendor. This will be performed on a date mutually convenient to both Buyer and Vendor, except that at Vendor's election it may be performed during any interim service call; and

b. Interim Service Calls: requested by the buyer, the Vendor will perform repair and maintenance services by telephone and/or computer support or at the Site of the Equipment to facilitate its continued use and operation in the event of its failure or dysfunction during regular business hours; and

c. Parts: As needed during the interim service calls, the Vendor will furnish and install necessary Parts for the Equipment; and

d. Support: Vendor will supply instructional and operational assistance and support to the Buyer by telephone and/or computer or at the Site in the Vendor's judgement, concerning the Equipment and the software it utilizes. Vendor will supply to the Buyer a toll free telephone number for Buyer's access to Vendor's systems support staff; and

e. "24 x 7" Option: If the Buyer has selected the "24 x 7" Option, Vendor will supply telephone and/or computer support services and/or will provide interim service calls at the Site

during other than Business Hours in the event of a major system malfunction in or of the Equipment. The technician at Vendor who responds to a service request under this option will have the sole responsibility of determining whether an interim service call is required therefor.

4. SCHEDULING: The Services, (except Services performed pursuant to the "24 x 7" Option, if Buyer has selected that Option) will be performed during Business Hours. The Vendor will use its best efforts to perform all Services, including reporting to the Site for interim service calls, as soon as is reasonably possible upon Buyer's request, subject to scheduling conflicts, availability of personnel, and causes beyond Vendor's control.

5. PAYMENT: The Buyer must pay the non-refundable Enrollment Fee at the time it executes and delivers this Agreement to the Vendor. Approximately 60 days before the commencement of each succeeding Renewal Term, the Vendor will issue an invoice ("Renewal Invoice") to the Buyer for the Enrollment Fee for such succeeding Renewal Term. The Buyer must pay the non-refundable Enrollment Fee with respect to each succeeding Renewal Term not later than 30 days before the expiration of the Initial Term or the Renewal Term then current. The Enrollment Fee shall be in effect during the Initial Term and during each Renewal Term, except that the Vendor may change the Enrollment Fee for any Renewal Term by giving the Buyer written notice thereof, in the Renewal Invoice or otherwise, at any time before such Renewal Term

commences. The Vendor also shall collect from the Buyer sales and other taxes as required by law.

6. EXCLUSIONS: Notwithstanding anything in this Agreement to the contrary, the Services DO NOT INCLUDE the furnishing or performance by the Vendor of any services, labor or materials which: a) are requested by the Buyer to be done not during Business Hours (except Services performed pursuant to "24 x 7" Option, if Buyer has selected that Option); b) consist of Supply Items; c) are required or necessitated by: 1) Buyer's negligent or improper use or operation of the Equipment; or 2) fire, lightening, flood, riot or act of God; or 3) Buyer's use of Supply Items not conforming to Vendor's recommendations or standards; d) are requested by the Buyer at any time after a person or entity not authorized by the Vendor has performed or furnished any labor or materials for or upon the Equipment; e) are requested while the Site is not in the Service Area; f) are requested at or for a time when the Vendor in the exercise of its professional judgment has determined that the Equipment: 1) has been worn out; or 2) is irretrievably broken; or 3) would be functional only after massive refurbishing or extraordinary effort; or 4) would have a fair market value after its repair less than the cost of the labor and material necessary for such repair. Vendor's performance or furnishing of any services, labor or materials excluded from this Agreement will be charged to the Buyer at Vendor's regular rates.

7. AUTOMATIC RENEWAL: Upon the expiration of the Initial

Term or any Renewal Term (with reference to either, a "Term"), this Agreement will be renewed automatically for a Renewal Term which shall commence on the day following the last day of the prior Term, unless not later than thirty (30) days before the expiration of the Term then current, either party has notified the other in writing that the Agreement will terminate at the end of the that Term. Notwithstanding the foregoing, the Vendor may terminate this Agreement at any time if the Enrollment Fee for any succeeding Renewal Term has not been paid and accepted as of the commencement of such succeeding Renewal Term. Except as provided otherwise in this Agreement, all the terms and provisions of this Agreement will continue and be in full force and effect during each Renewal Term.

8. LIMITATION OF WARRANTIES AND EXCLUSION OF DAMAGES: THE VENDOR MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS, NOR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, AS TO ANY PARTS OR OTHER MATERIALS FURNISHED BY THE VENDOR, OR THE QUALITY, CONDITION OR PERFORMANCE THEREOF. THE SOLE AND EXCLUSIVE REMEDY AND RECOURSE OF THE BUYER OR ANY OTHER PERSON FOR ANY CLAIM OR COMPLAINT WHETHER IN CONTRACT OR TORT ARISING FROM THE QUALITY, CONDITION OR PERFORMANCE OF ANY PARTS OR OTHER MATERIALS FURNISHED OR SUPPLIED BY THE VENDOR SHALL BE LIMITED EXCLUSIVELY TO THE MANUFACTURER OF SUCH PARTS OR OTHER MATERIALS AND/OR ANY WARRANTY, LIMITED OR OTHERWISE, MADE, CREATED OR ISSUED BY SUCH MANUFACTURER. THE VENDOR WILL NOT BE LIABLE OR RESPONSIBLE TO THE BUYER OR ANY OTHER PERSON WHETHER IN TORT OR CONTRACT OR OTHERWISE FOR ANY CONSEQUENTIAL OR INCIDENTAL OR ECONOMIC DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR BUSINESS, COST OF RENTAL OR SUBSTITUTE EQUIPMENT OR GOODS, OR LOSS OF USE OR ENJOYMENT OF ANY PROPERTY, NOR FOR DAMAGES OF ANY TYPE WHICH EXCEED THE AMOUNT OF THE ENROLLMENT FEE ACTUALLY PAID OR OWED BY THE BUYER TO THE VENDOR HEREUNDER. WITHOUT LIMITATION OF THE FOREGOING, THE BUYER SHALL HAVE NO CLAIM AGAINST THE VENDOR AND THE VENDOR SHALL HAVE NO LIABILITY TO THE BUYER FOR ANY ACT DONE, OMITTED TO BE DONE, OR DONE IN AN IMPROPER OR UNTIMELY MANNER, OR OTHERWISE, UNLESS SUCH ACT OR OMISSION OR IMPROPRIETY OR UNTIMELINESS OR OTHER CIRCUMSTANCE CONSTITUTES RECKLESS OR WILLFUL

MISCONDUCT BY THE VENDOR.

9. GENERAL: No delay or failure of the Vendor to exercise any right or remedy or to insist upon strict performance of any provision hereof will operate as a waiver thereof. The rights and remedies granted to the Vendor hereunder will be cumulative in nature and no exercise of any right or remedy by Vendor will preclude any further exercise by Vendor thereof or of any other right or remedy. The Buyer will reimburse the Vendor for the costs and expenses of collection of any money owed by the Buyer which is not paid when due including reasonable attorney fees. This Agreement may not be amended or terminated without a writing signed by the Vendor in its sole discretion. This Agreement shall be construed, interpreted and enforced pursuant to the laws of the State of New York. This Agreement constitutes the complete and entire agreement and understanding of the parties concerning the sale and purchase of the Services. There are no statements, agreements or representations made by the Vendor concerning the Services which do not appear in writing in this Agreement or in another document signed by the Vendor making specific reference hereto, and the Buyer does not rely on any.

Date:

BUYER: Rome Police Department

Signature: _____

By: _____

As: _____

Address: 301 N. James St.
Rome, NY 13440

SELLER: CONTINUUM SYSTEMS, INC.

Signature: _____

By: Robert Owens

As: President

Address: 2401 Burnet Avenue, Syracuse, New York 13206

RESOLUTION NO. 67

AUTHORIZING THE CITY CLERK TO ADVERTISE FOR BIDS TO PROVIDE CENTRAL STATION MONITORING OF FIRE ALARM SYSTEMS AT VARIOUS CITY LOCATIONS

By _____:

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that the City Clerk is hereby authorized and directed to advertise for bids to provide central station monitoring of fire alarm systems at various City locations; and

BE IT FURTHER RESOLVED, that such bids shall be returned to the Office of the City Clerk, 1st floor, Rome City Hall, no later than 3:00 p.m. on April 14, 2016, said bids to be opened in the Common Council Chambers, 2nd floor, Rome City Hall, at 3:00 p.m. on the same date, and

BE IT FURTHER RESOLVED, that the City of Rome reserves the right to reject any and all bids deemed not to be in the best interests of the City of Rome.

Seconded by _____.

AYES & NAYS: Mayor Izzo _____ Viscelli _____ Feeney _____
Schmidt _____ Nolan _____

ADOPTED: DEFEATED:

RESOLUTION NO. 68

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO APPROVE THE SALE OF CITY OWNED PROPERTY LOCATED ON 408 ANN STREET FOR \$500.00

By _____:

WHEREAS, Rome City Charter Section 33(3) states that a sale of real estate shall not be valid or take effect unless approved by the Board of Estimate and Contract of the City of Rome, and;

WHEREAS, as a result of tax sales, certain city owned parcels of land are in the City's possession and the City desires to sell and convey said real property to a responsible buyer, and;

WHEREAS, the property is currently in compliance with the Rome Code of Ordinances and therefore there is no need for a rehabilitation agreement, now, therefore;

BE IT RESOLVED, that the Mayor of the City of Rome is authorized to convey 408 Ann Street to the buyer listed in Exhibit A, and;

BE IT FURTHER RESOLVED, by the Board of Estimate and Contract of the City of Rome that it approves and confirms the sale and conveyance of 408 Ann Street to Frances M. Nickerson for the monetary consideration of \$500.00, said conveyance to take place following the contingencies hereinafter set forth, and;

BE IT FURTHER RESOLVED, that this authorization is contingent upon the buyer having completed this transaction by rendering any payment in full to the City of Rome within forty-five (45) days following receipt and review of copies of the proposed transfer documents pursuant to this sale, and;

BE IT FURTHER RESOLVED, that the real property shall at no point in time be sold, transferred, titled or conveyed to any person who was a record owner and/or mortgagor of the property within the five (5) year period immediately preceding the date on which the property was taken by the City of Rome for non-payment of taxes. If such prohibited conveyance shall be made by any party in the succeeding chain of title, then immediately thereon (a) this conveyance shall become null and void to the buyer, his successors and/or assigns, and (b) the title to the above premises shall revert back to the City of Rome.

Seconded by _____.

AYES & NAYS: Mayor Izzo _____ Viscelli _____ Feeney _____
Schmidt _____ Nolan _____

ADOPTED: DEFEATED:

EXHIBIT "A"

TAX MAP NO. 242.073-0002-033

PROPERTY ADDRESS: 408 Ann Street

CONSIDERATION: \$500.00

BUYER: Frances M. Nickerson

RESOLUTION NO. 69

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO
REHABILITATION AGREEMENT WITH BUYER AND APPROVING
THE SALE OF CITY OWNED PARCEL LOCATED AT
213 E. WHITESBORO STREET FOR \$8,000.00

By _____:

WHEREAS, Rome City Charter Title A, Section 33 states that a sale of real estate shall not be valid or take effect unless approved by the Board of Estimate and Contract of the City of Rome; and

WHEREAS, a certain city owned parcel of land is in need of rehabilitation and the City desires to sell and convey said real property to buyer, and obtain a written guarantee from the buyer that he will perform and accomplish the necessary rehabilitation within the agreed upon time frame of twelve (12) months from the date said rehabilitation agreement is executed; now, therefore,

BE IT RESOLVED, that the Mayor of the City of Rome is authorized to enter into a Rehabilitation Agreement, prepared and approved by the City of Rome Corporation Counsel and the City of Rome Codes Enforcement Officer, for property located at 213 E. Whitesboro Street with Steve & Jennifer Sidway for the rehabilitation of said property located at 213 E. Whitesboro Street, Rome, New York, known as Tax Map No. 242.066-0001-028; and

BE IT FURTHER RESOLVED, by the Board of Estimate and Contract of the City of Rome that it approves and confirms the sale and conveyance of the property located at 213 E. Whitesboro Street, Rome, New York, known as Tax Map No. 242.066-0001-028, in consideration of the performance of a Rehabilitation Agreement for said property, and for the sum of Eight Thousand and 00/100 Dollars (\$8,000.00), said conveyance to take place following the contingencies hereinafter set forth; and

BE IT FURTHER RESOLVED, that this authorization is contingent upon the execution by the buyer of the Rehabilitation Agreement within thirty days of the adoption of this Resolution; and

BE IT FURTHER RESOLVED, that subsequent to the execution of the Rehabilitation Agreement, this authorization is further contingent upon the granting of a written certification by the City of Rome Codes Enforcement Officer, stating that he has inspected the property and that the buyer has completed all necessary rehabilitation in the time period required by the agreement; and

BE IT FURTHER RESOLVED, that upon receipt of the written certification from the Codes Enforcement Officer, the Mayor is hereby authorized to execute any and all deeds or other documents necessary to complete the transfer of title of said parcel of land; and

BE IT FURTHER RESOLVED, that this authorization is contingent upon the buyer having completed this transaction by rendering payment in full to the City of Rome within forty-five (45) days following receipt and review of copies of the proposed transfer documents pursuant to this sale; and

BE IT FURTHER RESOLVED, that the real property shall at no point in time be sold, transferred, titled or conveyed to any person who was a record owner and/or mortgagor of the property within the five (5) year period immediately preceding the date on which the property was taken by the City of Rome for non-payment of taxes. If such prohibited conveyance shall be made by any party in the succeeding chain of title, then immediately thereon (a) this conveyance shall become null and void to the buyer, his successors and/or assigns, and (b) the title to the above premises shall revert back to the City of Rome.

Seconded by _____.

AYES & NAYS: Mayor Izzo _____ Viscelli _____ Feeney _____
Schmidt _____ Nolan _____

ADOPTED:

DEFEATED:

RESOLUTION NO. 70

AUTHORIZING THE DELETION OF ONE (1) POSITION OF ADMINISTRATIVE ASSISTANT AND THE CREATION OF ONE (1) POSITION OF ADMINISTRATIVE ASSISTANT TO THE MAYOR WITHIN THE MAYOR'S OFFICE (AG1210)

By _____:

WHEREAS, it is the recommendation of Jacqueline M. Izzo, Mayor of the City of Rome, that one (1) position of Administrative Assistant be deleted and that one (1) position of Administrative Assistant to the Mayor be created within the Mayor's Office, effective January 1, 2016; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that one (1) position of Administrative Assistant be deleted and one (1) position of Administrative Assistant to the Mayor be created within the Mayor's Office, effective and retroactive to January 1, 2016; and

BE IT FURTHER RESOLVED, that the City Treasurer is authorized to amend the 2016 budget to reflect same.

Seconded by _____.

AYES & NAYS: Mayor Izzo _____ Viscelli _____ Feeney _____
Schmidt _____ Nolan _____

ADOPTED: DEFEATED:

RESOLUTION NO. 71

AUTHORIZING AN AMENDMENT TO A CONTRACT WITH C.O. FALTER
CONSTRUCTION RELATIVE TO THE CONSTRUCTION OF THE UV FACILITY

By _____;

WHEREAS, the Board of Estimate and Contract of the City of Rome, New York, pursuant to Resolution No. 143 adopted June 11, 2015, authorized the awarding of a contract to C.O. Falter Construction, for the construction of the UV Facility, at a total contract amount of \$6,245,101.00; and

WHEREAS, it has been recommended by David C. Nolan, Treasurer for the City of Rome, that C.O. Falter Construction be awarded Amendment No. 1 for this project, so as to allow substitution of securities for contract retainage; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that the contract awarded to C.O. Falter Construction, pursuant to Resolution No. 143 adopted June 11, 2015, be and is hereby amended, whereby Amendment No. 1 is hereby awarded, to modify the contract to allow substitution of securities for contract retainage, pursuant to the attached "First Amendment to Agreement", which by this reference is made a part of this Resolution, and

BE IT FURTHER RESOLVED, that the remainder of Resolution No. 143 approved by the Board of Estimate and Contract of the City of Rome, New York, on June 11, 2015 shall otherwise remain as adopted.

Seconded by _____.

AYES & NAYS: Mayor Izzo _____ Viscelli _____ Feeney _____
Schmidt _____ Nolan _____

ADOPTED: DEFEATED:

FIRST AMENDMENT TO AGREEMENT

This is the record of a First Amendment (the "Amendment") to the Agreement dated July 15, 2015 (the "Agreement") between C.O. Falter Construction Corp. ("Contractor") and City of Rome, New York ("Owner"), relating to the Construction of a UV Disinfection Facility (the "Project").

1. Purpose of Amendment. Contractor has advised that, pursuant to General Municipal Law Section 106, Contractor desires to substitute certain securities in lieu of retained funds. Accordingly, the parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, are entering into this Amendment to memorialize their agreement and the specific amendments to be made to the Agreement. The sole purpose of this Amendment is to provide for Contractor to withdraw amounts retained from payments to Contractor upon depositing certain New York State municipal bonds in accordance with General Municipal Law Section 106.

2. Amendments.

- (a) Subject to the terms of the Agreement and the General Conditions thereof relating to the City's withholding of retainage, Contractor will, with each Application for Payment, deposit into a custodial account established by Owner with NBT Financial Group New York State municipal bonds (the "Bonds") the market value of which is equal to the amount of retainage that Owner is entitled to withhold from payment of such Application for Payment. Owner agrees to provide Contractor with any information reasonably required by Contractor to effectuate the deposits contemplated herein. The custodial account referenced herein shall be controlled exclusively by the Owner, and all Bonds, once deposited, shall be property of the Owner.
- (b) Upon receipt of proof of such deposit of Bonds from Contractor, and upon acceptance and approval of each Applications for Payment, Owner will, subject to and to the extent required by the terms of the Agreement and General Conditions thereof, pay to Contractor, in cash, the amount of retainage that would otherwise be withheld along with Contractor's monthly contract payment. The Bonds deposited by Contractor will be held by Owner in lieu of cash retainage on the Project, and Owner shall instruct the Bonds to be returned to Contractor in amounts consistent with the terms of the Agreement and General Conditions thereof relating to retainage.
- (c) Within ten (10) business days of execution of this Amendment, Contractor will deposit Bonds with a market value equal to the total amount of retainage held by Owner as of Contractor's last approved Application for Payment, and Owner will, upon receipt of proof of such deposit of Bonds from Contractor, pay to Contractor, in cash, the amount of such retainage, with the Bonds deposited by Contractor to be held by Owner in lieu of cash retainage on the

Project consistent with the terms of the Agreement and General Conditions thereof relating to retainage.

- (d) Owner will, from time to time, direct the custodian of the Bonds to transfer any interest payments and accrued interest relating to the Bonds to Contractor, subject to any rights Owner has under the Agreement and General Conditions thereof to otherwise retain, withhold, use, or apply such funds.
- (e) In the event that the value of the Bonds at any point falls below the amount that Owner would otherwise be entitled to hold as retainage in cash, Owner may, at its sole election: (1) demand that Contractor deposit additional Bonds into Owner's custodial account in an amount sufficient to make up the difference between the amount of the value of the Bonds in the custodial account and the amount of retainage in cash that the Owner would otherwise be entitled to hold; or (2) withhold payment of cash from Contractor as required in paragraph (b) above, in an amount sufficient to make up the difference between the amount of the value of the Bonds in the custodial account and the amount of retainage in cash that the Owner would otherwise be entitled to hold.
- (f) Owner shall be entitled to withhold from payment to Contractor such amounts as are charged by NBT Financial Group for receiving, handling, and disbursing obligations, funds, and/or coupons as required in this Amendment and by General Municipal Law 106. In the event that, at any point, Contractor's contract balance held by Owner is insufficient to pay the charges referenced in this paragraph, Contractor shall pay to Owner the difference between the contract balance and the amount of such charges.
- (g) All rights and obligations of the Owner and Contractor pursuant to this Section 2 are subject to the terms of the Agreement and General Conditions thereof, and nothing herein shall be deemed or construed to alter or otherwise amend the provisions of the Agreement and General Conditions relating to Owner's and Contractor's respective rights and obligations relating to submittal and processing of payments, progress payments, payments upon substantial completion, and/or final payment.

3. **Effective Date.** This Amendment shall be effective as of March __, 2016.

4. **Continuing Effect.** Except as expressly amended by this Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

5. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signature Page Follows]

The parties' assent to this First Amendment to Agreement is established by the following signatures.

C.O. Falter Construction Corp.

By: _____

Title: _____

Date: _____

City of Rome, New York

By: _____

Title: _____

Date: _____

RESOLUTION NO. 72

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO
ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH
MOHAWK VALLEY EDGE FOR \$19,500.00

By _____:

WHEREAS, Edward R. Seelig, Deputy Director of the Department of Community and Economic Development, for the City of Rome, has recommended that the City of Rome, New York, retain the services of Mohawk Valley Edge, and/or any subsidiaries, affiliates and related entities controlled or owned by Mohawk Valley Edge, for professional consulting and grant management services related to the Riverwalk Village Redevelopment Area Project, at a total amount not to exceed \$19,500.00; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, that the Mayor of the City of Rome is hereby authorized to enter into a professional services agreement with Mohawk Valley Edge, and/or any subsidiaries, affiliates and related entities controlled or owned by Mohawk Valley Edge, for professional consulting and grant management services related to the Riverwalk Village Redevelopment Area Project, at a total amount not to exceed \$19,500.00, with a contract term effective upon execution and expiring upon completion of the work required thereunder, and pursuant to the terms more specifically described within the attached Proposal, which is made part of this Resolution.

Seconded by _____.

AYES & NAYS: Mayor Izzo _____ Viscelli _____ Feeney _____
Schmidt _____ Nolan _____

ADOPTED:

DEFEATED:

PROPOSAL FOR PROFESSIONAL SERVICES

Mohawk Valley EDGE is proud to submit the following proposal for professional services to the City of Rome as a partner in Economic Development for FY 2016.

ECONOMIC DEVELOPMENT PARTNERSHIP

The Mohawk Valley's regional economy is in transition, and the City of Rome seeks to be on the leading edge of this change. The administration has communicated a long-term vision to improve quality of life and increased opportunity by investing a modern, sustainable and business-friendly environment. Mohawk Valley EDGE is pleased to partner with the City of Rome to achieve this vision.

As Griffiss Business & Technology Park continues to diversify, and development of the region's first semiconductor fabrication facility (ams AG) in Marcy ramps up in 2016, the City intends to make critical investments in order to attract a 21st Century workforce and STEM entrepreneurs.

To advance this strategy, EDGE and the City will partner to redevelop brown-fields, develop mixed-use neighborhoods and revitalize Rome's waterfront.

EDGE Staff Services Agreement Scope and Deliverables

Mohawk Valley EDGE proposes to assist the City of Rome with strategic planning and site development through a staff services agreement. EDGE will take direction from the City and work in concert with City departments (CED, DPW, Codes Enforcement) to advance priority projects.

Planning & Pre-Development Activities

- Facilitate GIS-based inventory & analysis of existing infrastructure and assets
- Assist City with identifying funding opportunities and financing instruments, preparation of grant applications and assembly of project financing
- Facilitate stakeholder engagement
- Preparation of project documents to advance key project components

Strategic Site Development and Project Management

- Assemble project teams to execute complex capital projects, Brownfield Re-development, Waterfront Revitalization, and other priority initiatives
- Advise and assist with procurement and management of professional services for the preparation of conceptual site plans, analysis of development alternatives and preparation of DGEIS
- Manage professional services and contractors for strategic site development projects, such as those sites identified in the BOA and LWRP plans.

Administration, Staff Support, and Business Development

- Grant administration
- Staff support on an as-needed basis
- Business outreach, attraction, and assistance in Rome

EDGE Mission and Expertise

EDGE is a vertically integrated economic development corporation that promotes the assets of the Mohawk Valley to new business investments on behalf of government and non-profit clients by:

- Aggregating and delivering state and local incentives;
- Developing strategic sites;
- Advocating for rapid regulatory approvals and permits; and
- Grant writing and administration.

Example: RIVERWALK VILLAGE

PROJECT UNDERSTANDING

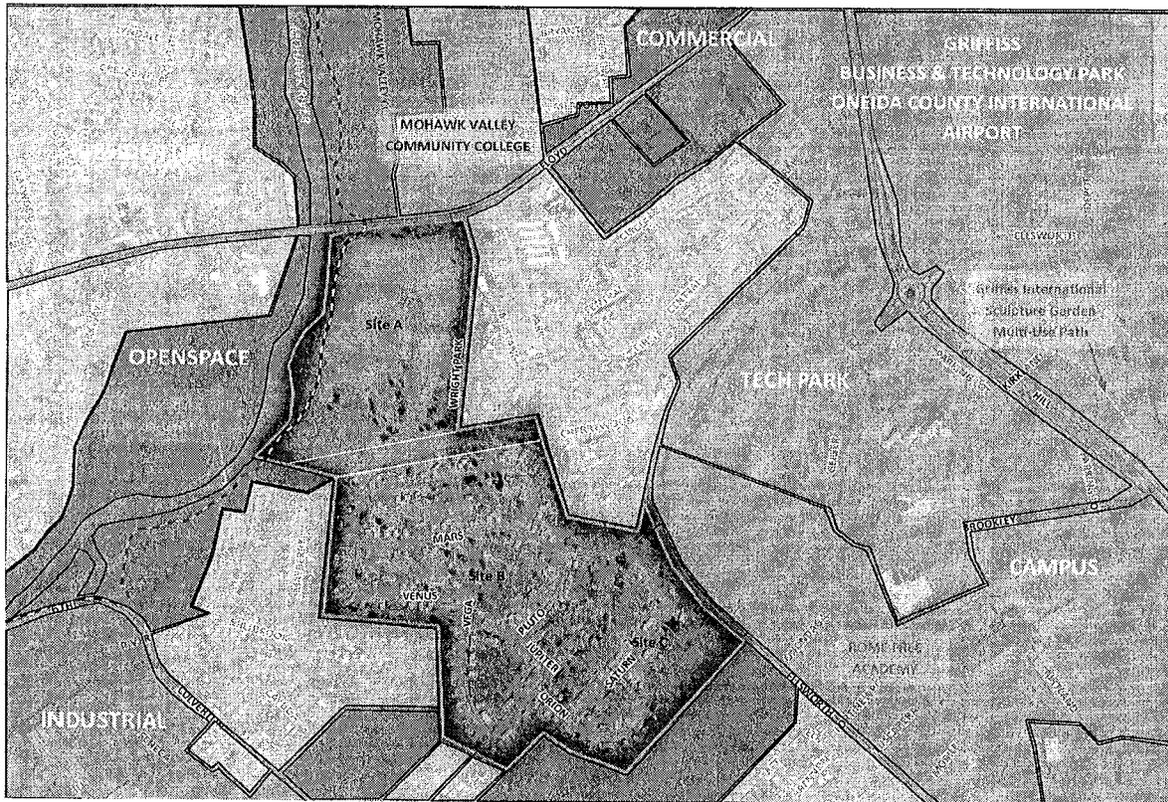
The City of Rome recently acquired the former Park Drive Estates parcel(s) as well as the former Patriot Meadows parcel (see figure 2) – totaling 80+ acres of land adjacent to MVCC Rome Campus to the North and Griffiss Business & Technology Park to the Southeast. As of 2015, the City of Rome was the sole owner of all properties, rights of way, structures, and infrastructure therein.

At the present time, the site contains approximately 143 structures that have been determined to be unfit/unsafe by the City Codes Enforcement Office and recommended for demolition. The administration, Common Council, and stakeholders of the City of Rome recognize the potential for mixed-use development.

The City is working with local and state elected officials to secure funding to implement Phase 1 of the **Riverwalk Village Revitalization Strategy**; predominantly focused on the demolition of all of the above-ground structures, in order to accelerate masterplanning and redevelopment. Phase 1 (demolition & site clearance) of the project is estimated at \$1.65 million

In 2013, the City of Rome secured grant assistance from NYSERDA through the Cleaner-Greener Communities program to re-draft elements of the zoning code to incorporate sustainable design and smart growth principles—which will be applied to the masterplanning effort for this area.

The demolition of the vacant and blighted structures is a top priority of the administration, and of immediate concern to the health, safety, and property values of the surrounding residents, businesses, and educational institutions. Additionally, high-value mixed-use development of this site will leverage the unique assets of Griffiss Business & Tech Park while meeting the demands of the new regional economy.



Example: BROWNFIELD OPPORTUNITY AREA | WATERFRONT

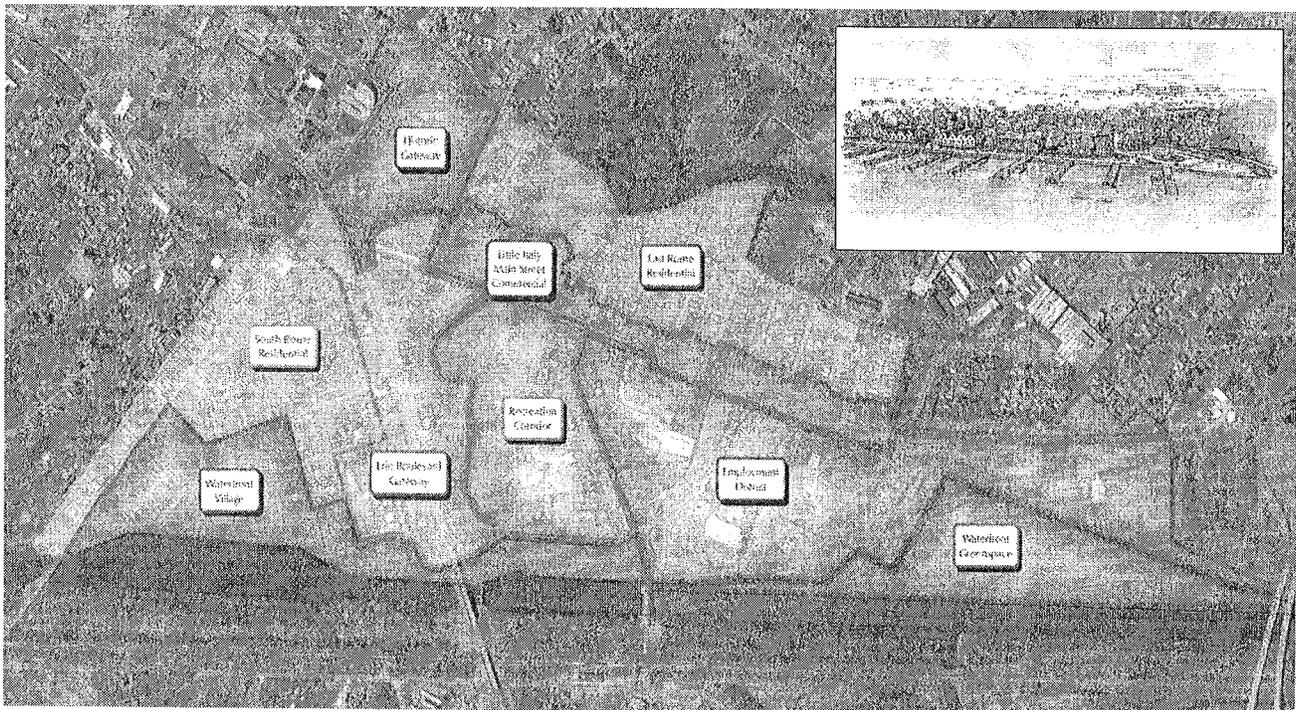
PROJECT UNDERSTANDING

Downtown Rome BOA. The City of Rome has spent the greater part of the past decade comprehensively planning and executing catalyst projects to eliminate urban blight, stimulate entrepreneurship, and create value in neighborhoods districts. The administration is currently pursuing various brownfield and waterfront revitalization strategies to catalyze further investment in the urban core.

The City is engaged in the Downtown Rome Brownfield Opportunity Area (BOA) Step III Implementation Strategy, centered on East Dominick Street; including the Bellamy Waterfront District along the NYS Barge Canal, the South James Street neighborhood, and Fort Stanwix National Monument. Rome is also poised to implement the Harborway Local Waterfront Revitalization Program (LWRP) as a companion implementation project.

Erie Boulevard BOA. Having completed a Step I Pre-Nomination study, the City is also in the early stages of initiating the Erie Boulevard BOA Step II Nomination Study, focused on the Erie Boulevard Corridor, the arts & cultural district, and former Rome Cable Complex. Currently, EDGE/OCIDA is managing the second phase of a \$1.2 Million Environmental Restoration Program (ERP) in partnership with the NYSDEC.

The demolition, site clearance, and redevelopment of Rome Cable Complex 4 is a high priority to the administration, having also been previously identified by the MVREDC as a regionally-significant project. The Rome Common Council, RIDC, RCBC, OCIDA, the surrounding residential neighborhoods, and commercial interests such as Worthington Industries all have a clear stake in the remediation, demolition, and revitalization of Complex 4.





FEE PROPOSAL

EDGE will perform the services identified above on an on-demand, hourly basis (including direct costs incurred in furtherance of the Project), to be billed to the City of Rome no more frequently than quarterly, not to exceed **\$19,500*** for FY 2016.

EDGE staff will maintain and report to the City the hours dedicated to completing the services set forth in this proposal. EDGE establishes annually a billable rate for all employees. Prior to such point that EDGE anticipates exceeding the contracted amount for this agreement based upon the billable hours and the established billable rates; EDGE will inform the Mayor of additional costs to be billed. Any services provided by the Staff which are in addition to shall be deemed to be additional and will be billed by the hour to the City at EDGE's established hourly billing rate for the Staff member or members involved, unless otherwise agreed.

Title	Rate
President	\$200
Sr. Vice President Planning & Development	\$130
Sr. Vice President Administration & Economic Development	\$150
Vice President Planning & Development	\$100
Controller	\$95
Director of Communications & Marketing	\$90
Project Manager	\$60
Accountant	\$65
Account Clerk/Receptionist	\$35
Direct Costs <i>*included in NTE figure on page 2</i>	Not to Exceed \$2500

**As a project partner, EDGE will contribute/match all staff support expenses up to a 1:1 basis. For example, EDGE will provide up to \$39,000 worth of staff services and direct costs for a billable amount not to exceed \$19,500.*

TERMS AND CONDITIONS

If the terms of this proposal are acceptable to the City of Rome, EDGE will provide a draft professional service agreement for comment and approval. Professional Service Agreement will include full schedule of services and deliverables as approved by the City of Rome.

Questions

Any questions or comments should be directed to:
 Frederick J. Arcuri, Esq.
 Senior Vice President, Planning & Development
 Office: 315.338.0393
 email: farcuri@mvedge.org

RESOLUTION NO. 73

AUTHORIZING THE CORPORATION COUNSEL TO SETTLE TAX CERTIORARI PROCEEDINGS

By _____:

WHEREAS, 5949 Rome Taberg, LLC, have heretofore commenced litigation proceedings in the Supreme Court of the State of New York in and for the County of Oneida, seeking a reduction in real property taxes, as outlined more specifically Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the Office of the Corporation Counsel has recommended the settlement of the aforesaid tax certiorari proceedings; now, therefore,

BE IT RESOLVED, that the Board of Estimate and Contract of the City of Rome, New York, hereby authorizes the Corporation Counsel to settle the tax certiorari proceeding brought by 5949 Rome Taberg, LLC, by reducing the petitioner's real property tax assessments on the property, as per Exhibit "A" attached hereto and by this reference made a part of this Resolution, and executing any agreement or related documentation effectuating such settlement; and

BE IT FURTHER RESOLVED, that RPTL §727 shall apply for the 2014, 2015 and 2016 assessment rolls.

Seconded by _____.

AYES & NAYS: Mayor Izzo _____ Viscelli _____ Feeney _____
Schmidt _____ Nolan _____

ADOPTED: DEFEATED:

EXHIBIT A

<u>Year</u>	<u>Property</u>	<u>Original Assessed Value</u>	<u>Corrected Assessed Value</u>	<u>Reduction In Value</u>	<u>Refund</u>
2014	5949 Rome Taberg, LLC Tax Map No. 222.000-1-41.4	\$1,602,000	\$626,890	\$975,110	\$12,900.00
2015	5949 Rome Taberg, LLC Tax Map No. 222.000-1-41.4	\$1,602,000	\$626,890	\$975,110	\$12,900.00