



OFFICE OF THE COMMON COUNCIL

Stephanie Viscelli
President

Louise S. Glasso
City Clerk

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

Lori A. Trifeletti ♦ 1st Ward Sharie Fiorini-Parsons ♦ 4th Ward
John B. Mortise ♦ 2nd Ward Frank R. Anderson ♦ 5th Ward
Kimberly Rogers ♦ 3rd Ward Riccardo D. Dursi, Jr. ♦ 6th Ward
Lou DiMarco, Jr. ♦ 7th Ward

COMMON COUNCIL MEETING REGULAR SESSION

APRIL 27, 2016
7:00 PM

1. CALLING THE ROLL OF MEMBERS BY THE CLERK

2. PLEDGE OF ALLEGIANCE

3. INVOCATION

4. GENERAL PUBLIC HEARING

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

5. RECOGNITION/APPRECIATION

6. READING OF THE MINUTES OF THE PRECEDING SESSION

(Motion in order that the reading of the minutes of the preceding session be dispensed with and that they be approved.)

7. PRESENTING OF PETITIONS AND COMMUNICATIONS

A. PETITIONS

B. COMMUNICATIONS

The following financial reports for quarter ended 3/31/16 are on file in the City Clerk's Office: Rome Historical Society, Ava Dorfman Senior Citizens Council, Jervis Library.

8. NOTICES

9. REPORT OF CITY OFFICIALS

10. REPORT OF COUNCILORS AND GENERAL CITY AFFAIRS

11. PRESENTING OF REPORT OF COMMITTEES

12. RESOLUTIONS

RES. NO. 64

A

AUTHORIZING AMENDMENT TO THE 2016 INSIDE DISTRICT BUDGET IN THE AMOUNT OF \$4,859.46 (WHICH WILL BE REDUCED BY A REFUND OF \$3,532.00) Nolan

RES. NO. 65

E

AUTHORIZING THE CITY OF ROME TO ADJUST WATER AND SEWER RENTS FOR PROPERTIES WITHIN THE CITY OF ROME. Schmidt – Keller

RES. NO. 66

F

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

RES. NO. 67

G

AUTHORIZING SANTINO EMMANUELE TO ATTEND THE ANNUAL PROFESSIONAL DEVELOPMENT CONFERENCE AND VENDOR TRADE SHOW FOR \$250 (PLUS MILEAGE AND MEALS) Nolan

13. ORDINANCES

Current Legislation

ORD. NO. 9083

B

AUTHORIZING MAYOR OF THE CITY OF ROME TO ENTER INTO REHABILITATION AGREEMENT AND APPROVING THE SALE OF A CITY OWNED PARCEL LOCATED AT 721 W. DOMINICK STREET FOR \$13,300.00 Domenico

ORD. NO. 9084

C

AUTHORIZING AN INTERMUNICIPAL AGREEMENT WITH THE COUNTY OF ONEIDA RELATIVE TO ROADSIDE DITCHING TO BE PROVIDED BY THE CITY OF ROME (REIMBURESMENT OF \$12,600.00). Schmidt

ORD. NO. 9085

D

**AUTHORIZING AN INTERMUNICIPAL AGREEMENT WITH THE
COUNTY OF ONEIDA RELATIVE TO ROADSIDE MOWING TO BE
PROVIDED BY THE CITY OF ROME (REIMBURSEMENT OF \$6,513.75). Schmidt**

14. LOCAL LAWS

15. TABLED LEGISLATION

LL B (2) OF 2016

J

Tabled II

**AMENDING ROME CODE OF ORDINANCES CHAPTER 78 REGARDING
FINGERPRINTING OF TAXICAB DRIVER APPLICANTS IN THE CITY OF
ROME. Glasso**

16. VETOED LEGISLATION

17. ADJOURNMENT

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

*****NEXT SCHEDULED COMMON COUNCIL MEETING: MAY 11, 2016*****

RESOLUTION NO. 64

AUTHORIZING AMENDMENT TO THE 2016 INSIDE DISTRICT BUDGET IN THE AMOUNT OF \$4,859.46 (WHICH WILL BE REDUCED BY A REFUND OF \$3,532.00)

By Councilor _____:

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

WHEREAS, Police Chief Kevin Beach has identified certain equipment that would facilitate and improve the law enforcement operations of the Rome Police Department and help said Department better serve the citizens of Rome; and

WHEREAS, David C. Nolan, Treasurer for the City of Rome, has requested to amend the 2016 Inside District Budget in order to purchase said equipment for the Rome Police Department. More specifically, the request is made to purchase the following equipment, to be charged to the AI3120.208 (Equipment Account): Purchase of two (2) handgun sights and mounts, and five (5) rifle sights and mounts, at a total cost of \$4,859.46, and one glass display case at a cost not to exceed \$1,000.00 The cost of the sights and mounts will be reduced by a refund of \$3,532.00 from the manufacturer of the previously used scopes which were returned as a result of a product recall; now, therefore

BE IT RESOLVED, that the Common Council of the City of Rome hereby authorizes an amendment to the 2016 Inside District Budget, by which the City of Rome is authorized to purchase two (2) handgun sights and mounts, and five (5) rifle sights and mounts at a total cost of \$4,859.46, and one glass display case at a cost not to exceed \$1,000.00. The cost of the sights and mounts will be reduced by a refund of \$3,532.00 from the manufacturer of the previously used scopes, which were returned as a result of a product recall; and

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

Seconded by Councilor _____.

AYES & NAYS: Trifeletti ___ Mortise ___ Rogers ___ Parsons ___ Anderson ___
Dursi ___ DiMarco ___

ADOPTED: DEFEATED:

RESOLUTION NO. 65

AUTHORIZING THE CITY OF ROME TO ADJUST WATER AND SEWER RENTS FOR PROPERTIES WITHIN THE CITY OF ROME

By Councilor _____:

WHEREAS, Frederick Schmidt, Commissioner of Public Works for the City of Rome, has recommended that the City of Rome adjust water and sewer rents for properties within the City of Rome, New York; now, therefore

BE IT RESOLVED, that the Common Council hereby authorizes the City of Rome Treasurer, or his designee, to adjust water and sewer rents pursuant to Attachment "A" which is attached hereto and made a part of this Resolution.

Seconded by _____.

AYES & NAYS: Trifeletti___ Mortise___ Rogers___ Parsons___ Anderson___
Dursi___ DiMarco___

ADOPTED:

DEFEATED:

Water Meter Adjustments

PROPERTY ADDRESS	PROPERTY OWNER	BILLING DATE	BILLED USAGE gals	ADJUSTED USAGE gals	CURRENT CHARGE	ADJUSTED CHARGE	COMMENTS
924 Turin Street	Rome Teachers FCU	1-Jan-16	166500	29250	\$702.19	\$164.35	water meter registered imperfectly, as per City of Rome Charter, Sec. 74-344 (c) property usage will be estimated by using the corresponding period of the previous year.
924 Turin Street	Rome Teachers FCU	1-Jan-16	N/A	N/A	\$561.60	\$98.65	SEWER USAGE CHARGE adjusted to correspond with above usage correction.
509 E Dominick Street	Gualtieri	1-Jul-15	249750	22500	\$962.76	\$132.89	water meter registered imperfectly, as per City of Rome Charter, Sec. 74-344 (c) property usage will be estimated by using the corresponding period of the previous year.
509 E Dominick Street	Gualtieri	1-Jul-15	N/A	N/A	\$842.41	\$75.88	SEWER USAGE CHARGE adjusted to correspond with above usage correction.
508 N George Street	Malorzo	1-Jan-16	393750	54000	\$1,413.48	\$279.68	Water meter registered imperfectly. As per City of Rome Charter, Sec. 74-344 (c) property usage will be estimated by using the corresponding period of the previous year.
508 N George Street	Malorzo	1-Jan-16	N/A	N/A	\$1,328.12	\$182.14	SEWER USAGE CHARGE adjusted to correspond with above usage correction.
129 N Washington Street	Redeemer Church	1-Oct-15	510000	30000	\$1,776.08	\$166.58	Water meter registered imperfectly. As per City of Rome Charter, Sec. 74-344 (c) property usage will be estimated by using the corresponding period of the previous year.
129 N Washington Street	Redeemer Church	1-Oct-15	N/A	N/A	\$1,720.23	\$101.19	SEWER USAGE CHARGE adjusted to correspond with above usage correction.
129 N Washington Street	Redeemer Church	1-Jan-16	232500	7500	\$907.51	\$157.26	Water meter registered imperfectly. As per City of Rome Charter, Sec. 74-344 (c) property usage will be estimated by using the corresponding period of the previous year.
129 N Washington Street	Redeemer Church	1-Jan-16	N/A	N/A	\$784.22	\$66.80	SEWER USAGE CHARGE adjusted to correspond with above usage correction.
152 Black River Blvd	Calandra	1-Jan-16	N/A	N/A	\$2,331.48	\$189.95	The meter was removed on or about 8/2/2012. The water department failed to supply the treasurer's department with a work order notification. All charges after 8/2/2012 are in error.
433 S James Street	Hicks	1-Apr-16	127500	76415	\$628.70	\$402.24	Water meter registered imperfectly. As per City of Rome Charter, Sec. 74-344 (c) property usage will be estimated by using the corresponding period of the previous year.
433 S James Street	Hicks	1-Apr-16	N/A	N/A	\$430.06	\$257.75	SEWER USAGE CHARGE adjusted to correspond with above usage correction.

RESOLUTION NO. 66

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

By Councilor _____ :

WHEREAS, the Common Council of the City of Rome, Oneida County, New York (the "City") is considering undertaking the construction of improvements to the Fish Creek Raw Water Tunnel (the "Project"); and

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

WHEREAS, the City Engineers have prepared a Full Environmental Assessment Form (the "EAF") for the Project (the EAF and all supporting documentation attached thereto, shall be collectively referred to as the "Environmental Materials"), copies of which were presented to and reviewed by the Common Council at this meeting and copies of which are on file in the office of the City Clerk; and

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

WHEREAS, although the Project does not appear to be a "Type I Action" (as defined by SEQRA), the Common Council will treat the Project as a Type I Action in order to comply with the requirements of the New York State Environmental Facilities Corporation ("EFC"), which will provide financing for the Project; and

WHEREAS, the Common Council has notified the Involved Agencies (as defined in SEQRA) of its intention to act as Lead Agency for this Project and all of the Involved Agencies have consented to the Common Council serving as Lead Agency for this Project.

3. As a result, the Common Council has prepared a Negative Declaration with respect to the Project. The City Clerk is hereby directed to file and distribute the Negative Declaration in accordance with SEQRA, and a copy of the Negative Declaration and the Environmental Materials shall be maintained in the office of the City Clerk be readily accessible to the public.

4. This resolution shall take effect immediately.

The foregoing resolution was thereupon declared duly adopted.

Seconded by Councilor _____.

AYES & NAYS: Trifeletti ___ Mortise ___ Rogers ___ Parsons ___ Anderson ___
Dursi ___ DiMarco ___

ADOPTED:

DEFEATED:

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

1. Based on an examination of the Environmental Materials and based further upon the Common Council's knowledge of the area surrounding the Project and such further investigation of the Project and its environmental effects as the Common Council has deemed appropriate, and based on information provided by the City's Engineers, the Common Council makes the following findings and determinations with respect to the Project:

- (a) The Project is described in the Environmental Materials.
- (b) The Project is deemed to constitute a "Type I action" (as defined in the Regulations).
- (c) Impacts on Land: The Project is comprised of rehabilitation of existing structures. There will be no expansion of facilities and no new structures. Work sites have been selected to avoid impacts to wetlands and buffer zones. Work will be completed at previously disturbed sites.
- (d) Impacts on Surface Water: The Project will not result in long-term impacts or loss of wetlands. Temporary impacts, as a result of disturbance within Fish Creek during construction, will be small and can be mitigated. The NYSDEC has determined that the project meets criteria established by the NYSDEC Fish & Wildlife Unit in regards to stream disturbance.
- (e) Impacts on Plants and Animals: Wildlife displacement during construction is anticipated to be minimal, as work will be taking place within a previously altered site which experiences routine maintenance traffic. The NYSDEC confirmed that the project does not involve the removal or destruction of large quantities of vegetation or fauna, interfere with the movement of any resident or migrating fish or wildlife species, impact a significant habitat area, nor does the project pose an adverse effect on any threatened or endangered species of animal or plant.
- (f) This Project will not result in a substantial adverse change in existing air quality, ground or surface water quality, traffic or noise levels or a substantial increase in potential for erosion, flooding, leaching or drainage problems.
- (g) No other potential impacts on the environment are noted in the Environmental Materials for the Project, and none are known to the Common Council.

2. The Common Council hereby determines that the Project will not have a significant impact on the environment and the Common Council will not require the preparation of an environmental impact statement or any further environmental review with respect to the Project.

617.21
Appendix F
State Environmental Quality Review
NEGATIVE DECLARATION
 Notice of Determination of Non-Significance

DEC ID No.: 6-3020-00047/00009

Date: February 11, 2015

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

The New York State Department of Environmental Conservation, as lead agency, has determined that the proposed action described below will not have a significant effect on the environment and a Draft Environmental Impact Statement will not be prepared.

Name of Action: Kessinger Dam and Rome Water Tunnel Rehabilitation

SEQR Status: Type I
 Unlisted

Conditioned Negative Declaration: Yes
 No

Description of Action:

Applicant proposes to rehabilitate the Fish Creek Raw Water Tunnel in order to maintain the water supply for the City of Rome. This work involves 4 components:

1. Bypass pumping of raw (drinking) water from the existing Kessinger Dam Gatehouse via two (2) parallel 18-inch high density polyethylene (HDPE) surface mounted pipes running from the gatehouse, to Fish Creek Dam Rd and south along the eastern side of Boyd Rd to an existing junction chamber in order to maintain drinking water supply to the water filtration plant.
2. Lining the tunnel with 6" of steel fiber-reinforced shotcrete in addition to localized rock bolting in the roof of the tunnel.
3. Resurfacing of Kessinger Dam with a structural overlay of reinforced concrete applied to the upstream and downstream surface of the spillway as well as the left and right non-overflow sections of the dam. There will be no change to the existing profile and/or height of the dam. The dam site will be dewatered through the use of a temporary cofferdam across Fish Creek upstream of the dam and a flow bypass system which will maintain flow downstream of the dam to support aquatic species. The cofferdam will be removed immediately upon the completion of the resurfacing of the dam and approximately 1430 cu yds of the stone used to build the cofferdam will be placed along the north and south banks of Fish Creek for stabilization.
4. Construct a new, permanent 15'W X 48'L low-sloped, cast-in-place concrete ramp located within the footprint of an existing ramp. A 3' concrete retaining wall will be constructed along the reservoir face of the ramp to prevent continued deterioration and provide additional stability.

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

East Branch of Fish Creek

SEQR Negative Declaration
DEC ID # 6-3020-00047/00009

Reasons Supporting This Determination:

The proposal meets criteria established by this office and the Fish & Wildlife Unit in regards to stream disturbance. This proposal will not result in a substantial adverse change in existing air quality, ground or surface water quality, traffic or noise levels or a substantial increase in potential for erosion, flooding, leaching or drainage problems. The project does not involve the removal or destruction of large quantities of vegetation or fauna, interfere with the movement of any resident or migrating fish or wildlife species, impact a significant habitat area, nor does the project pose an adverse effect on any threatened or endangered species of animal or plant.

If Conditioned Negative Declaration, provide on attachment the specific mitigation measures imposed.

For Further Information:

Contact Person: Rosa Howard

Address: NYS DEC, 207 Genesee Street, Utica, New York 13501-2885

Telephone Number: (315) 793-2740

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

Commissioner, Department of Environmental Conservation
625 Broadway, Albany, New York 12233-0001

Office of the Chief Executive Office of the political subdivision in which the action will be principally located

Applicant (if any)

Other involved agencies (if any)

Project : _____
Date : _____

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

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

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

Reasons Supporting This Determination:

To complete this section:

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

A Negative Declaration of Significance has already been issued for the project as an Unlisted Action. Since this project is being funded by the NYSEFC, the State Environmental Quality Review is being completed again as a Type 1 Action. See attached supporting documentation and determination by the New York State Department of Environmental Conservation.

Impacts on Land: The project is comprised of rehabilitation of existing structures. There will be no expansion of facilities and no new structures. Work sites have been selected to avoid impacts to wetlands and buffer zones. Work will be completed at previously disturbed sites.

Impacts on Surface Water: This project will not result in long-term impacts or loss of wetlands. Temporary impacts, as a result of disturbance within Fish Creek during construction, will be small and can be mitigated. The NYSDEC has determined that the project meets criteria established by the NYSDEC Fish & Wildlife Unit in regards to stream disturbance.

Impacts on Plants and Animals: Wildlife displacement during construction is anticipated to be minimal, as work will be taking place within a previously altered site which experiences routine maintenance traffic. The NYSDEC confirmed that the project does not involve the removal or destruction of large quantities of vegetation or fauna, interfere with the movement of any resident or migrating fish or wildlife species, impact a significant habitat area, nor does the project pose an adverse effect on any threatened or endangered species of animal or plant.

References:

GHD Consulting Services Inc. 2014. Environmental Impact Assessment, Fish Creek Raw Water Tunnel and Kessinger Dam Rehabilitation Project, City of Rome, NY. Cazenovia, NY 13035: GHD

NYSDEC. 2015 .State Environmental Quality Review, Negative Declaration, Notice of Determination of Non-Significance, DEC ID No.: 6-3020-00047/00009.

Determination of Significance - Type 1 and Unlisted Actions

SEQR Status: Type 1 Unlisted

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

Upon review of the information recorded on this EAF, as noted, plus this additional support information
Negative Declaration of Significance by the New York State Department of Environmental Conservation, dated February 11, 2015

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

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

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

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

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

Name of Action: East Branch Fish Creek Raw Water Tunnel and Kessinger Dam Rehabilitation

Name of Lead Agency: City of Rome, New York

Name of Responsible Officer in Lead Agency:

Title of Responsible Officer:

Signature of Responsible Officer in Lead Agency:

Date:

Signature of Preparer (if different from Responsible Officer)

Date: 4/19/16

For Further Information:

Contact Person: Kevin Castro, P.E.

Address: GHD Consulting Services Inc, One Remington Park Drive

Telephone Number: 315-480-8600

E-mail: kevin.castro@ghd.com

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

Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of)

Other involved agencies (if any)

Applicant (if any)

Environmental Notice Bulletin: <http://www.dec.ny.gov/enb/enb.html>

PRINT FULL FORM

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

Agency Use Only [If applicable]
 Project : _____
 Date : _____

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

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

Tips for completing Part 2:

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

1. Impact on Land Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1) <i>If "Yes", answer questions a - j. If "No", move on to Section 2.</i>			
		<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may involve construction on land where depth to water table is less than 3 feet.	E2d	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1e	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

2. Impact on Geological Features

The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g)

NO

YES

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

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

3. Impacts on Surface Water

The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h)

NO

YES

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

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

1. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
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4. Impact on groundwater

The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer.

NO

YES

(See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t)

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

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

5. Impact on Flooding

The proposed action may result in development on lands subject to flooding.

NO

YES

(See Part 1. E.2)

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

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

g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
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6. Impacts on Air The proposed action may include a state regulated air emission source. <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES (See Part 1. D.2.f., D.2.h, D.2.g) <i>If "Yes", answer questions a - f. If "No", move on to Section 7.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels: i. More than 1000 tons/year of carbon dioxide (CO ₂) ii. More than 3.5 tons/year of nitrous oxide (N ₂ O) iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs) iv. More than .045 tons/year of sulfur hexafluoride (SF ₆) v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions vi. 43 tons/year or more of methane	D2g D2g D2g D2g D2g D2h	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.	D2f, D2g	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may reach 50% of any of the thresholds in "a" through "c", above.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

7. Impact on Plants and Animals The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.) <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES <i>If "Yes", answer questions a - j. If "No", move on to Section 8.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2o	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.	E2o	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2p	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or the Federal government.	E2p	<input type="checkbox"/>	<input type="checkbox"/>

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

8. Impact on Agricultural Resources			
The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.)		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
<i>If "Yes", answer questions a - h. If "No", move on to Section 9.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District.	E1b, E3a	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	E1 a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

9. Impact on Aesthetic Resources The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1. E.1.a, E.1.b, E.3.h.) <i>If "Yes", answer questions a - g. If "No", go to Section 10.</i>				<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur		
a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.	E3h	<input type="checkbox"/>	<input type="checkbox"/>		
b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	E3h, C2b	<input type="checkbox"/>	<input type="checkbox"/>		
c. The proposed action may be visible from publicly accessible vantage points: i. Seasonally (e.g., screened by summer foliage, but visible during other seasons) ii. Year round	E3h	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>		
d. The situation or activity in which viewers are engaged while viewing the proposed action is: i. Routine travel by residents, including travel to and from work ii. Recreational or tourism based activities	E3h E2q, E1c	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>		
e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h	<input type="checkbox"/>	<input type="checkbox"/>		
f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile 1/2 -3 mile 3-5 mile 5+ mile	D1a, E1a, D1f, D1g	<input type="checkbox"/>	<input type="checkbox"/>		
g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>		

10. Impact on Historic and Archeological Resources The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.) <i>If "Yes", answer questions a - e. If "No", go to Section 11.</i>				<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur		
a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on or has been nominated by the NYS Board of Historic Preservation for inclusion on the State or National Register of Historic Places.	E3e	<input type="checkbox"/>	<input type="checkbox"/>		
b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.	E3f	<input type="checkbox"/>	<input type="checkbox"/>		
c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source: _____	E3g	<input type="checkbox"/>	<input type="checkbox"/>		

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

11. Impact on Open Space and Recreation			
The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan. (See Part 1. C.2.c, E.1.c., E.2.q.) <i>If "Yes", answer questions a - e. If "No", go to Section 12.</i>		<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES	
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in an impairment of natural functions, or "ecosystem services", provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.	D2e, E1b, E2h, E2m, E2o, E2n, E2p	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c, E1c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	<input type="checkbox"/>	<input type="checkbox"/>
e. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

12. Impact on Critical Environmental Areas			
The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d.) <i>If "Yes", answer questions a - c. If "No", go to Section 13.</i>		<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES	
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

13. Impact on Transportation

The proposed action may result in a change to existing transportation systems.
(See Part 1. D.2.j)

NO YES

If "Yes", answer questions a - f. If "No", go to Section 14.

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

14. Impact on Energy

The proposed action may cause an increase in the use of any form of energy.
(See Part 1. D.2.k)

NO YES

If "Yes", answer questions a - e. If "No", go to Section 15.

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

15. Impact on Noise, Odor, and Light

The proposed action may result in an increase in noise, odors, or outdoor lighting.
(See Part 1. D.2.m., n., and o.)

NO YES

If "Yes", answer questions a - f. If "No", go to Section 16.

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

d. The proposed action may result in light shining onto adjoining properties.	D2n	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

16. Impact on Human Health

The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part 1.D.2.q., E.1. d. f. g. and h.)

NO

YES

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

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

17. Consistency with Community Plans
 The proposed action is not consistent with adopted land use plans.
 (See Part 1. C.1, C.2. and C.3.)
If "Yes", answer questions a - h. If "No", go to Section 18.

NO YES

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

18. Consistency with Community Character
 The proposed project is inconsistent with the existing community character.
 (See Part 1. C.2, C.3, D.2, E.3)
If "Yes", answer questions a - g. If "No", proceed to Part 3.

NO YES

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

PRINT FULL FORM

RESOLUTION NO. 67

AUTHORIZING SANTINO EMMANUELE TO ATTEND THE ANNUAL PROFESSIONAL DEVELOPMENT CONFERENCE AND VENDOR TRADE SHOW FOR \$250 (PLUS MILEAGE AND MEALS)

By Councilor _____ :

BE IT RESOLVED, that pursuant to Section 77-b of the General Municipal Law of the State of New York, Santino Emmanuele, Purchasing Agent for the City of Rome New York, be and is hereby authorized to attend the annual Professional Development Conference and Vendor Trade Show of the New York State Assoc. of Municipal Purchasing Officials. This conference will be held in Albany, New York, on Wednesday, May 11, 2016 through Thursday, May 12, 2016. The costs associated with said conference are set forth below, and are described more specifically in the attached documentation which is made part of this Resolution:

Cost of Conference: \$250.00
Total: \$250.00 plus tolls, gas, and meals

Seconded by Councilor _____.

AYES & NAYS: Trifeletti___ Mortise___ Rogers___ Parsons___ Anderson___
Dursi___ DiMarco___

ADOPTED:

DEFEATED:



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- Attendees
 - Official Conference Brochure

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38TH ANNUAL PROFESSIONAL DEVELOPMENT CONFERENCE AND VENDOR TRADESHOW

May 10 - 13, 2016
1:00 PM - 11:00 AM
Marriott
189 Wolf Road
Albany, New York 12205

[Add to My Calendar](#)

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TO All SAMPO Members:

Now is the Time to register for the 2016 Spring Training Conference to be held May 11- 13, 2016 at the Albany Marriott.

Your SAMPO Board works hard each year to offer content that is timely in our industry and offers an expo of vendors interested in doing business with New York Municipalities.

This year is no different. From Freedom of Information topics, to M/WBE Information, to classes tailored to School Districts and BOCES, this conference promises to offer something of interest to all. Plus as an added bonus, the New York State OGS Commissioner Roann Destito will be joining us for our Opening Session on Wednesday. View the full schedule of events.

Registration is open on the SAMPO website www.nysampo.org. SAMPO Members pay \$250 for the full conference registration. Hotel rooms are available. Note on the Hotel - the SAMPO Room reservation deadline is April 21, 2016. So if you are still waiting for approval for the conference I would encourage you make the hotel reservation as you can cancel with the hotel up to 24 hours before you are scheduled to arrive if necessary. The link for the hotel is as follows:

Book your group rate for NY SAMPO 2016 Conference

Or call the hotel and mention NYSAMPO 2016 to get the \$111.00 Rate. After 4/21/16 that rate goes away.

So register today and make sure you are at the SAMPO May Conference. All of us on the Board hope to see you in Albany in May!

Doug Sippel

SAMPO President

Deadline: Fri, May 6, 2016 - 5:00 PM

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ORDINANCE NO. 9083

AUTHORIZING MAYOR OF THE CITY OF ROME TO ENTER INTO REHABILITATION AGREEMENT AND APPROVING THE SALE OF A CITY OWNED PARCEL LOCATED AT 721 W. DOMINICK STREET FOR \$13,300.00

By Councilor _____:

WHEREAS, New York State Real Property Tax Law Section 1166 and Rome Charter Laws, Title A, Section 33(3) allow the City of Rome to sell and convey real property obtained by virtue of a tax foreclosure proceeding, upon approval and confirmation of a five-sevenths (5/7) vote of the Rome Common Council, with or without advertising for bids; and

WHEREAS, certain City owned parcels of land are in need of rehabilitation and the City desires to sell and convey said real property to a buyer, and obtain a written guarantee from the buyer that he/she will perform and accomplish the necessary rehabilitation within the agreed upon time frame of approximately six (6) months from the date said rehabilitation agreement is executed; now, therefore,

BE IT ORDAINED, 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 tax sale property located at 721 W. Dominick Street, Rome, New York, with Louis F. McIntosh, for the rehabilitation of said property located at 721 W. Dominick Street, Rome, New York, known as Tax Map No. 242.006-0005-020; and

BE IT FURTHER ORDAINED, by the Common Council of the City of Rome that it approves and confirms the sale and conveyance of tax sale property located at 721 W. Dominick Street, Rome, New York, known as Tax Map No. 242.006-0005-020, for consideration of the performance of a Rehabilitation Agreement for said property, and for the total sum of Thirteen Thousand Three Hundred and 00/100 Dollars (\$13,300.00), said conveyance to take place following the contingencies hereinafter set forth; and

BE IT FURTHER ORDAINED, that this authorization is contingent upon the execution by the buyer of the Rehabilitation Agreement within thirty (30) days of the adoption of this Ordinance; and

BE IT FURTHER ORDAINED, 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 ORDAINED, 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 ORDAINED, 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 ORDAINED, 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, her or their successors and/or assigns, and (b) the title to the above premises shall revert back to the City of Rome.

Seconded by Councilor _____.
By Councilor _____:

RESOLVED, that the unanimous consent of this Common Council be, and the same hereby is given to the consideration of Ordinance No. 9083

Seconded by Councilor _____.

AYES & NAYS: Trifeletti___ Mortise___ Rogers___ Parsons___ Anderson___
Dursi___ DiMarco___

ORDINANCE NO. 9083

AYES & NAYS: Trifeletti___ Mortise___ Rogers___ Parsons___ Anderson___
Dursi___ DiMarco___

ADOPTED:

DEFEATED:

ORDINANCE NO. 9084

AUTHORIZING AN INTERMUNICIPAL AGREEMENT WITH THE COUNTY OF ONEIDA RELATIVE TO ROADSIDE DITCHING TO BE PROVIDED BY THE CITY OF ROME (REIMBURSEMENT OF \$12,600.00).

By Councilor _____:

WHEREAS, the County of Oneida has approached the City of Rome with a proposal whereby the City will expend up to forty (40) hours to ditch County roads within the City of Rome, with the City of Rome to be reimbursed by the County of Oneida at a total cost not to exceed Twelve Thousand Six Hundred and 00/100 Dollars (\$12,600.00) for the term of the proposed agreement, namely, May 2, 2016 through December 2, 2016, which is attached hereto and made part of this Resolution; and

WHEREAS, Frederick Schmidt, Commissioner of Public Works for the City of Rome has requested that an agreement be entered into between the City of Rome and the County of Oneida for the City's roadside ditching of County roads within the City of Rome; now, therefore,

BE IT ORDAINED, that the Mayor of the City of Rome be and is hereby authorized to enter into an agreement between the City of Rome and the County of Oneida whereby the City of Rome will provide roadside ditching on the improved County Road system within the City of Rome, New York, from May 2, 2016 through December 2, 2016, with the City to furnish labor and equipment at the rates listed as per the attached document, with a total reimbursement by the County to the City of Rome in the amount not to exceed Twelve Thousand Six Hundred and 00/100 Dollars \$12,600.00.

Seconded by Councilor _____.

By Councilor _____:

RESOLVED, that the unanimous consent of this Common Council be, and the same hereby is given to the consideration of Ordinance No. 9084

Seconded by Councilor _____.

AYES & NAYS: Trifeletti ___ Mortise ___ Rogers ___ Parsons ___ Anderson ___
Dursi ___ DiMarco ___

ORDINANCE NO. 9084

AYES & NAYS: Trifeletti ___ Mortise ___ Rogers ___ Parsons ___ Anderson ___
Dursi ___ DiMarco ___

ADOPTED:

DEFEATED:

ROADSIDE DITCHING AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2016 by and between the County of Oneida, a municipal corporation organized and existing pursuant to the laws of the State of New York, with principal offices located at 800 Park Avenue, Utica, New York 13501 (hereinafter referred to as "County"), and the City of Rome, a municipal corporation organized and existing pursuant to the laws of the State of New York, with principal offices located at 198 North Washington Street, New York 13440 (hereinafter called "Town").

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

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

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

1. The term of this Agreement shall be from May 2, 2016 to December 2, 2016.
2. The City will ditch the right of way portions of Roads or designated areas as directed by the County. The City agrees to comply with the provisions set forth in the Addendum attached hereto as if set forth herein in full. A list of designated areas will be provided to the City by the County prior to the Construction season.
 - a) The County will designate the areas to be ditched.
 - b) The City shall furnish all necessary fuel, labor and equipment to dig and excavate the ditch.
3. The City agrees to expend up to forty (40) hours to ditch the Roads, for the duration of the Agreement. After the City has completed the roadside ditching on the designated area of the Roads, the City will submit an Invoice to the County that provides the dates, locations, equipment, and labor used by the City to complete the ditching in order to receive payment.
4. The County agrees to reimburse the City for its labor and equipment at the following rates:
 - a. Gradall, 2- single axle trucks, flag-person and operators \$275 per hour.
 - b. Gradall, 1- tandem, 1-single axle trucks, flag-person and operators \$300 per hour.
 - c. Gradall, 2- tandem axle trucks, flag-person and operators \$315 per hour.
 - d. Gradall, 2- tandem axle trucks and operators \$290 per hour.
 - e. Gradall, 2- single axle trucks and operators \$270 per hour.
 - f. Backhoe, 2-single axle trucks and operators \$260 per hour
 - g. For a total cost not to exceed \$12, 600.00.

5. The County reserves the right, upon written notice to the City, to withhold payment under this Agreement and to correct any conditions which do not meet requirements set forth herein and to deduct the cost of such corrections from the amounts due under this Agreement.
6. The City shall secure and maintain safe work sites, equipment and conditions in accordance with all requirements of state and federal law.
7. The City shall secure all permits required to perform its duties under this Agreement and will comply with all applicable federal, state, county and municipal laws, rules, ordinances and regulations.
8. The City may, at its own expense, employ or engage the services of such employees, subcontractors and/or partners as City deems necessary to perform the Services (collectively, the "Assistants"). The Assistants are not and shall not be employees of the County, and the County shall have no obligation to provide Assistants with any salary or benefits. City shall be solely responsible and shall remain liable for the performance of the Services by the Assistants in a manner satisfactory to the County, in compliance with any and all applicable Federal, State or Local Laws and Regulations. City shall expressly advise the Assistants of the terms of this Agreement.
9. The City acknowledges and agrees that City and its Assistants have no authority to enter into contracts that bind the County or create obligations on the part of the County without the prior written authorization of the County.
10. The City agrees that it shall defend, indemnify and hold harmless the County from and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgments arising from property damage, personal injuries or death to persons arising from or out of the work of the City and its agents, servants or employees, and from any loss or damage arising from the acts or failure to act or any default or negligence by the City or failure on the part of the City to comply with any of the covenants, terms or conditions of this agreement. The City shall not be required to defend and indemnify the County against claims alleging negligent acts of commission or omission attributable solely to the County, including claims alleging negligent design or signing of the Roads. The City further shall save the County harmless from all claims for labor or materials used in the Cities performance under this Agreement.
11. As a part of its obligation to indemnify and hold harmless the County, its officers, agents and employees, as set forth above, the City agrees to obtain and maintain in full force and effect, for the term of this Agreement, insurance coverage as described below:
12. The City agrees that it will, at its own expense, at all times during the term of this Agreement, procure and maintain in force policies of insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against liability for the services to be performed under the agreement. The City agrees to have the County named as additional insured on a primary, non-contributory basis to said policies, and to provide the County with certificates from said insurance company or companies showing the County as additional insured prior to the execution of this Agreement, and to provide that such coverage shall not be terminated without prior written notice to the County at least thirty (30) days prior to said termination. Specific Insurance minimum requirements shall be in accordance with the provisions below:

- a. General Liability Insurance coverage including blanket contractual coverage for the scope of work connected to this Agreement. The insurance shall be written on an occurrence coverage form in the amount of one million dollars (\$1,000,000) and three million dollars (\$3,000,000) in the aggregate, and include for bodily injury and property damage liability;
 - a. Motor Vehicle Insurance issued to the City and covering public liability and property damage on the Cities hired vehicles and non-hired vehicles in the amount of one million dollars (\$1,000,000);
 - b. Excess/Umbrella Liability insurance for the scope of work connected to this Agreement. The insurance shall be written on an occurrence coverage form.
 - c. If the City uses subcontractors to perform all or part of the work under this Agreement, then the City shall procure a Contractor's Protective Liability Insurance Policy and naming the County of Oneida as an additional insured and certificate holder and covering the liability for damages imposed by law upon the City for the acts or neglect of each of the City contractors/subcontractors with respect to all work performed by said subcontractors under the Agreement. This Certificate of Insurance shall be subject to the approval of the County Attorney. Specific Insurance minimum requirements shall be in accordance with the insurance requirements set forth above.
13. The City agrees that it will, at its own expense, at all times during the terms of this Agreement, procure and maintain in force a policy of insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against claims under the Worker's Compensation Law.
14. The City covenants and agrees that its officers, agents, directors, employees or members, in accordance with the status of the City as an independent entity, will conduct themselves consistent with such status; that they shall neither hold themselves out as, nor claim to be, officers or employees of the County, nor shall they make any claim, demand or application to, or for, any right or privilege applicable to any officer or employee of the County, including but not limited to Worker's Compensation coverage, unemployment insurance benefits, Social Security coverage or retirement membership credit.
15. No provision of this Agreement shall be deemed to have been waived by either party, unless such waiver shall be set forth in a written instrument executed by such party. Any waiver by any of the parties to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of that or any other provision, unless explicitly stated otherwise.
16. No assignment by any of the parties to this Agreement of any rights, including rights to monies due or to become due under this Agreement or delegation of any duties under this Agreement, shall be binding upon the parties until their written consent has been obtained.
17. If any provision of this Agreement or any part thereof is or becomes void or unenforceable by force or operation of law, the parties agree that this Agreement shall be reformed to replace the stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Further, the parties agree that all other provisions shall remain valid and enforceable.
18. Oral statements and understandings are not valid or binding, and neither this Agreement nor any other shall be changed or modified except by a writing signed by all parties.

19. In performing under this Agreement, all applicable governmental laws, regulations, orders, ordinances and other rules of duly constituted authority will be followed and complied with in all respects by all parties.
20. This agreement shall be construed and enforced in accordance with the laws of the State of New York.
21. This Agreement contains the binding agreement between the parties and supersedes all other agreements and representations, written or oral, on the subject matter of this Agreement.
22. All exhibits to which reference is made are deemed incorporated in this Agreement, whether or not actually attached.
23. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument.
24. Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement

COUNTY OF ONEIDA

CITY OF ROME

Anthony J. Picente, Jr.
Oneida County Executive

Mayor

COUNTY OF ONEIDA

Commissioner of Public Works

Dennis S. Davis, Commissioner
Oneida County DPW

APPROVED:

Merima Smajic Esq.,
Assistant County Attorney

ADDENDUM

THIS ADDENDUM, entered into on this ____ day of _____, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

WHEREAS, COUNTY and CONTRACTOR have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which COUNTY is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. Executory or Non-Appropriation Clause.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.

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

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

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

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

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

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

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

4. Health Insurance Portability and Accountability Act (HIPPA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
 5. Make available protected health information in accordance with 45 CFR § 164.524;
 6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
 7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
 8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
 9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. Non-Assignment Clause.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. Worker's Compensation Benefits.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. Non-Discrimination Requirements.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. Wage and Hours Provisions.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.

9. Non-Collusive Bidding Certification.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. Records.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery

in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. Conflicting Terms.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. Governing Law.

This Contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

14. Prohibition on Purchase of Tropical Hardwoods.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the County.

15. Compliance with New York State Information Security Breach and Notification Act.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. Gratuities and Kickbacks.

a. **Gratuities.** It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. **Kickbacks.** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. Audit

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a Federal financial assistance program from a Federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. Certification of compliance with the Iran Divestment Act.

Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be

appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

IN WITNESS WHEREOF, the parties hereto have signed this document on the day and year first above written.

County of Oneida

Contractor

By: _____

Anthony J. Picente, Jr.
Oneida County Executive

By: _____

Town Supervisor

Approved:

Merima Smajic
Assistant County Attorney

ORDINANCE NO. 9085

AUTHORIZING AN INTERMUNICIPAL AGREEMENT WITH THE COUNTY OF ONEIDA RELATIVE TO ROADSIDE MOWING TO BE PROVIDED BY THE CITY OF ROME (REIMBURSEMENT OF \$6,513.75).

By Councilor _____:

WHEREAS, the County of Oneida has approached the City of Rome with a proposal whereby the City will expend City labor and equipment for roadside mowing on the improved County Road System, with the City of Rome to be reimbursed by the County of Oneida at a total cost not to exceed \$6,513.75 for the term of the proposed agreement, namely, May 16, 2016 through November 1, 2016, and

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

BE IT ORDAINED, that the Mayor of the City of Rome be and is hereby authorized to enter into an agreement between the City of Rome and the County of Oneida whereby the City of Rome will provide roadside mowing on a total of 17.37 miles of the improved County Road System within the City of Rome, New York, from May 16, 2016 through November 1, 2016, with the City to furnish labor and equipment at a rate of \$375.00 per mile for labor and equipment, see Roadside Mowing Agreement attached hereto, with a total reimbursement by the County to the City of Rome in an amount not to exceed \$6,513.75.

Seconded by Councilor _____.

By Councilor _____:

RESOLVED, that the unanimous consent of this Common Council be, and the same hereby is given to the consideration of Ordinance No. 9085

Seconded by Councilor _____.

AYES & NAYS: Trifeletti ___ Mortise ___ Rogers ___ Parsons ___ Anderson ___
Dursi ___ DiMarco ___

ORDINANCE NO. 9085

AYES & NAYS: Trifeletti ___ Mortise ___ Rogers ___ Parsons ___ Anderson ___
Dursi ___ DiMarco ___

ADOPTED:

DEFEATED:

ROADSIDE MOWING AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2016 by and between the County of Oneida, a municipal corporation organized and existing pursuant to the laws of the State of New York, with principal offices at 800 Park Avenue, Utica, New York 13501 (hereinafter referred to as "County"), and the City of Rome, a municipal corporation organized and existing pursuant to the laws of the State of New York, with principal offices located at 198 North Washington Street, Rome, New York 13440, (hereinafter called "City").

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

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

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

- 1) The term of this Agreement shall be from May 16, 2016 to November 1, 2016.
- 2) The City shall furnish machinery and labor to perform roadside mowing on the improved County road system located within the geographical boundaries of the City (hereinafter the "Roads").
 - a) The City will keep the right of way portions of the Roads mowed in accordance with the guidelines set forth in paragraph 2.b. below.
 - b) The City will mow said Roads as follows:
 - i) The first pass shall be one pass to the ditch and around all intersections and driveways;
 - ii) The second pass shall include all of the County right of way as practical;
 - iii) The third pass shall be at the option of the County and will involve one pass to the ditch and around all intersections and driveways. The need for a third pass shall be determined by the County's Deputy Commissioner of Public Works or designee(s).
- 3) The parties hereby agree that the Roads consist of 17.37 miles of the improved County road system located within the geographical boundaries of City, as set forth in the Survey and Legal Indices for Official County Highways, City of Rome attached hereto and made a part hereof as **Exhibit-1**.
- 4) The County shall pay the City the sum of \$375.00 per mile, for a total cost not to exceed \$6,513.75.
- 5) The County reserves the right, upon written notice to the City, to withhold payment under this Agreement and to correct any conditions which do not meet the requirements set forth herein and to deduct the cost of such corrections from the amounts due under this Agreement.
- 6) The City shall secure and maintain safe work sites, equipment and conditions in accordance with all requirements of state and federal law.
- 7) The City shall secure all permits required to perform its duties under this Agreement and will comply with all applicable federal, state, county and municipal laws, rules, ordinances and regulations.
- 8) The City may, at City's own expense, employ or engage the services of such employees, subcontractors and/or partners as the City deems necessary to perform the Services (collectively, the "Assistants"). The Assistants are not and shall not be employees of the County, and the County shall have no obligation to

provide Assistants with any salary or benefits. City shall be solely responsible and shall remain liable for the performance of the Services by the Assistants in a manner satisfactory to the County, in in compliance with any and all applicable Federal, State or Local Laws and Regulations. City shall expressly advise the Assistants of the terms of this Agreement.

- 9) The City acknowledges and agrees that City and its Assistants have no authority to enter into contracts that bind the County or create obligations on the part of the County without the prior written authorization of the County.
- 10) The City agrees that it shall defend, indemnify and hold harmless the County from and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgments arising from property damage, personal injuries or death to persons arising from or out of the work of the City and its agents, servants or employees, and from any loss or damage arising from the acts or failure to act or any default or negligence by the City or failure on the part of the City to comply with any of the covenants, terms or conditions of this agreement. The City shall not be required to defend and indemnify the County against claims alleging negligent acts of commission or omission attributable solely to the County, including claims alleging negligent design or signing of the Roads.
- 11) The City further shall save the County harmless from all claims for labor or materials used in the City's performance under this Agreement. As a part of its obligation to indemnify and hold harmless the County, its officers, agents and employees, as set forth above, the City agrees to obtain and maintain in full force and effect, for the term of this Agreement, insurance coverage as described below:
- 12) The City agrees that it will, at its own expense, at all times during the term of this Agreement, procure and maintain in force policies of insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against liability for the services to be performed under the agreement. The City agrees to have the County named as additional insured on a primary, non-contributory basis to said policies, and to provide the County with certificates from said insurance company or companies showing the County as additional insured prior to the execution of this Agreement, and to provide that such coverage shall not be terminated without prior written notice to the County at least thirty (30) days prior to said termination. This Certificate of Insurance shall be subject to the approval of the County Attorney. Specific Insurance minimum requirements shall be in accordance with the provisions below:
 - a. General Liability Insurance coverage including blanket contractual coverage for the scope of work connected to this Agreement. The insurance shall be written on an occurrence coverage form in the amount of one million dollars (\$1,000,000) and three million dollars (\$3,000,000) in the aggregate, and include for bodily injury and property damage liability;
 - b. Motor Vehicle Insurance issued to the City and covering public liability and property damage on the City's hired vehicles and non-hired vehicles in the amount of one million dollars (\$1,000,000);
 - c. Excess/Umbrella Liability insurance for the scope of work connected to this Agreement. The insurance shall be written on an occurrence coverage form in the amount of two million dollars (\$2,000,000) and two million dollars (\$2,000,000) in the aggregate;

- d. If the City uses subcontractors to perform all or part of the work under this Agreement, then the City shall procure a Contractor's Protective Liability Insurance Policy and naming the County of Oneida as an additional insured and certificate holder and covering the liability for damages imposed by law upon the City for the acts or neglect of each of the City contractors/subcontractors with respect to all work performed by said subcontractors under the Agreement. This Certificate of Insurance shall be subject to the approval of the County Attorney. Specific Insurance minimum requirements shall be in accordance with the insurance requirements set forth above.

- 13) The City agrees that it will, at its own expense, at all times during the terms of this Agreement, procure and maintain in force a policy of insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against claims under the Worker's Compensation Law. The City covenants and agrees that its officers, agents, directors, employees or members, in accordance with the status of the City as an independent entity, will conduct themselves consistent with such status; that they shall neither hold themselves out as, nor claim to be, officers or employees of the County, nor shall they make any claim, demand or application to, or for, any right or privilege applicable to any officer or employee of the County, including but not limited to Worker's Compensation coverage, unemployment insurance benefits, Social Security coverage or retirement membership credit.
- 14) No provision of this Agreement shall be deemed to have been waived by either party, unless such waiver shall be set forth in a written instrument executed by such party. Any waiver by any of the parties to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of that or any other provision, unless explicitly stated otherwise.
- 15) No assignment by any of the parties to this Agreement of any rights, including rights to monies due or to become due under this Agreement or delegation of any duties under this Agreement, shall be binding upon the parties until their written consent has been obtained.
- 16) If any provision of this Agreement or any part thereof is or becomes void or unenforceable by force or operation of law, the parties agree that this Agreement shall be reformed to replace the stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Further, the parties agree that all other provisions shall remain valid and enforceable.
- 17) Oral statements and understandings are not valid or binding, and neither this Agreement nor any other shall be changed or modified except by a writing signed by all parties.
- 18) In performing under this Agreement, all applicable governmental laws, regulations, orders, ordinances and other rules of duly constituted authority will be followed and complied with in all respects by all parties.
- 19) This agreement shall be construed and enforced in accordance with the laws of the State of New York.
- 20) This Agreement contains the binding agreement between the parties and supersedes all other agreements and representations, written or oral, on the subject matter of this Agreement.
- 21) All exhibits to which reference is made are deemed incorporated in this Agreement, whether or not actually attached.

- 22) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument.
- 23) Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

COUNTY OF ONEIDA

CITY OF ROME

By:

Anthony J. Picente, Jr.
Oneida County Executive

By:

Mayor
City of Rome

COUNTY OF ONEIDA

By:

Commissioner of Public Works
City of Rome

By:

Dennis S. Davis, Commissioner
Oneida County DPW

APPROVED

By:

Merima Smajic, Esq.
Assistant County Attorney

SURVEY AND LEGAL INDICES FOR OFFICIAL COUNTY HIGHWAYS
TOWN OF ROME

Official Highway Name	County Road Number	Termini	Date Established By Law	Reference	Legal Width	Adopted Into System	Reference For Legal Location	Additional ROW By Year
Bartlett Road Total 0.75 miles	42	Westmoreland T.L. northerly to St.Rt.233	6-27-1815 7-31-1854	Pg.86,Bk.1 Pg.203,Bk.1	4 rods** 3 rods stated	Nov. 13,1929	G-7	
Butternut Road Total 0.64 miles	47	Pennystreet Rd. easterly to Gulf Rd.		Pg.1,Bk.1 Steuben	4 rods**	Mar. 15,1944	G-8	
Cemetery Road	47	Butternut Rd. southerly to Wright Settlement Lane 0.15 mi.		Pg.1,Bk.1 Steuben	4 rods**	Mar. 15,1944	G-8	1951
Total 1.51 miles	47	Wright Settlement Lane easterly to Floyd T.L. 1.36 mi.	11-12-1850	Pg.195,216 221,Bk.1	3 rods**	Nov. 13,1929		
Colemans Mills Road Total 1.91 miles	40	St.Rt.233 easterly to Whitestown T.L. 1.91 mi.	5-19-1800	Pg.36,Bk.1	4 rods**	Nov. 13,1929	G-7	
Elmer Hill Road Total 1.95 miles	60	St.Rt.46 northerly to Western T.L. 1.95 mi.	No record	1852 map of On.Co. 1874Atlas	3 rods#	Nov. 13,1929	G-8	
Grearway-New London Road	50	Old Oneida Rd. northerly to Brown Hoag Rd. 0.80 mi.	10-1-1807	Pg.66,Bk.1	4 rods**	Nov. 13,1929	F-6	
Total 2.03 miles	50	Brown Hoag Rd. northerly to Verona T.L. 1.23 mi.	8-18-1803	Pg.51,Bk.1	4 rods**	Nov. 13,1929		
Lawrence Street	44	Westmoreland T.L. northerly to Dewey Rd. 0.26 mi.	3-4-1813	Pg.83,Bk.1	4 rods**	Nov. 13,1929	F-6	1962
Lawrence Street (cont.) Total 1.33 miles	44	Dewey Rd. northerly to Lamphear Rd. & St.Rt.365 1.07 mi.	10-24-1807	Pg.66,Bk.1	4 rods**	Nov. 13,1929		
Monument Road Total 0.15 miles	40A	Whitestown T.L. northeasterly to St.Rt.69 0.15 mi.	4-19-1824	Pg.118,Bk.1	4 rods**	Feb. 12,1936	H-7	
Old Oneida Road	83	Westmoreland T.L. easterly to Henderberg Rd. 1.14 mi.	No record	1852 map of On.Co.	3 rods#	May 15,1956	F-7	

EXHIBIT 1

SURVEY AND LEGAL INDICES FOR OFFICIAL COUNTY HIGHWAYS
TOWN OF ROME

Official Highway Name	County Road Number	Termini	Date Established By Law	Reference	Legal Width	Adopted Into System	Reference For Legal Location	Additional ROW By Year
Total	2.21 miles			1874Atlas				
	83	Henderberg Rd. easterly to St. Rt. 26	5-1-1798	Pg. 29, Bk. 1	4 rods**	May 15, 1956	F-7	
	47	Wright Settlement Rd. northerly to Butternut Rd.	12-27-1823	Pg. 1, Bk. 1	4 rods**	Mar 15, 1944	G-8	
Total	0.70 miles	0.70 mi.	4-27-1829	Steuben Pg. 83, Bk. 1	4 rods**			
	88	St. Rt. 365 easterly to Floyd T.L.	11-13-1810	Pg. 123, Bk. 1	3 rods**	July 11, 1961	G-7	
Total	0.55 miles	0.55 mi.		Bk. 1, Pg. 110	4 rods**			
	62	Rome City Line northerly to Sleepy Hollow Rd.	11-1-1798	Pg. 33, Bk. 1	4 rods**	Nov. 13, 1929	F-8	1953, 65
Total	2.73 miles	2.73 mi.	7-29-1854	Pg. 204, Bk. 1	4 rods stated			1966
	62	Sleepy Hollow Rd. westerly along Lee T.L. to a point 0.33 mi. from Sleepy Hollow Rd.	10-25-1854	Pg. 224, Bk. 1	4 rods stated	Nov. 13, 1929		1971
Total	3.06 miles	0.33 mi.	4-7-1858	Pg. 245, Bk. 1	3 rods stated			
	47	Rome City Line easterly to Griffiss Air Force Base	No record	1852 map of On. Co.	3 rods#	Nov. 13, 1929	G-8	
Total	0.38 miles	0.38 mi.		1847Atlas				
	93	Floyd T.L. northerly to Cemetery Rd.	10-1-1802	Pg. 49, Bk. 1	4 rods**	March 14, 1984	G-8	
Total	0.20 miles	0.20 mi.						

17.37

ADDENDUM

THIS ADDENDUM, entered into on this ____ day of _____, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

WHEREAS, COUNTY and CONTRACTOR have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which COUNTY is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. Executory or Non-Appropriation Clause.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.

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

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

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

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

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

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

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

4. **Health Insurance Portability and Accountability Act (HIPAA).**

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
 5. Make available protected health information in accordance with 45 CFR § 164.524;
 6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
 7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
 8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
 9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. Non-Assignment Clause.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. Worker's Compensation Benefits.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. Non-Discrimination Requirements.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. Wage and Hours Provisions.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.

9. Non-Collusive Bidding Certification.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. Records.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery

in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. Conflicting Terms.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. Governing Law.

This Contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

14. Prohibition on Purchase of Tropical Hardwoods.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the County.

15. Compliance with New York State Information Security Breach and Notification Act.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. Gratuities and Kickbacks.

a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. Audit

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a Federal financial assistance program from a Federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. Certification of compliance with the Iran Divestment Act.

Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be

appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

IN WITNESS WHEREOF, the parties hereto have signed this document on the day and year first above written.

County of Oneida

Contractor

By: _____

Anthony J. Picente, Jr.
Oneida County Executive

By: _____

Town Supervisor

Approved:

Merima Smajic
Assistant County Attorney