

## PUBLIC NOTICE

BE IT RESOLVED, that the Common Council of the City of Rome does hereby authorize the City Clerk of the City of Rome to advertise notice of a public hearing with regard to amending Codes of Ordinances Chapter 78 of the City of Rome pertaining fingerprinting of taxicab driver applicants in the City of Rome, New York, said public hearing to be held on the 13<sup>th</sup> day of April, 2016 at 6:55 p.m., in the Common Council Chambers, City Hall, Rome, New York, at which time and place all interested persons will be heard thereon.

Louise S. Glasso, CMC  
City Clerk

Rome Sentinel Co.  
To Appear: March 29, 2016  
Dated: March 24, 2016  
One (1) time



# 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** ♦ 1<sup>st</sup> Ward    **Sharie Fiorini-Parsons** ♦ 4<sup>th</sup> Ward  
**John B. Mortise** ♦ 2<sup>nd</sup> Ward    **Frank R. Anderson** ♦ 5<sup>th</sup> Ward  
**Kimberly Rogers** ♦ 3<sup>rd</sup> Ward    **Riccardo D. Dursi, Jr.** ♦ 6<sup>th</sup> Ward  
**Lou DiMarco, Jr.** ♦ 7<sup>th</sup> Ward

## COMMON COUNCIL MEETING REGULAR SESSION

**APRIL 13, 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 are on file in City Clerk's Office: Capitol Theatre for quarter ended 12/31/15 and for quarter ended 3/31/16

Police Department's training report for quarter ended 3/2016 is on file in the City Clerk's Office.

Fire Department's training report for quarter ended 3/2016 is on file in the City Clerk's Office

### 8. NOTICES

### 9. REPORT OF CITY OFFICIALS

### 10. REPORT OF COUNCILORS AND GENERAL CITY AFFAIRS

**11. PRESENTING OF REPORT OF COMMITTEES**

**12. RESOLUTIONS**

**RES. NO. 57**

**A**

**AUTHORIZING JENNIFER GOTTI AND SANTINO EMMANUELE TO ATTEND THE EMPIRE STATE DEVELOPMENT CORPORATION'S 2016 NYS REGIONAL MWBE OPPORTUNITIES EXPO: MOHAWK VALLEY FOR FREE. Nolan**

**RES. NO. 58**

**B**

**AUTHORIZING CODE ENFORCEMENT OFFICE PERSONNEL TO ATTEND THE FIRST FIVE (5) OF SIX (6) NYS DEPARTMENT OF STATE CODE ENFORCEMENT BASIC TRAINING PROGRAMS FOR A TOTAL OF \$330.00. Domenico**

**RES. NO. 59**

**C**

**AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE COUNTY OF ONEIDA DEPARTMENT OF SOCIAL SERVICES WITH REGARD TO THE CHILD ADVOCACY CENTER (REIMBURSEMENT UP TO \$91,015.20 TO CITY OF ROME) Beach**

**RES. NO. 60**

**E**

**ACCEPTING DONATION PRESENTED TO THE CITY OF ROME POLICE DEPARTMENT BY THE LAKE DELTA KIWANIS. Beach**

**RES. NO. 61**

**G**

**RESOLUTION ESTABLISHING THE CITY OF ROME AS LEAD AGENCY FOR THE AMENDED NORTHWEST ROME WATER SYSTEM IMPROVEMENT PROJECT AND CALLING FOR A COORDINATED REVIEW WITH ALL INVOLVED AGENCIES. Schmidt**

**RES. NO. 62**

**K**

**AUTHORIZING A REVISION TO THE NAVIGATION CENTER AND ROD MILL REUSE STRATEGY CAPITOL PROJECTS TO INCLUDE ADDITIONAL FUNDING SOURCES AND USES. Seelig**

**RES. NO. 63**

**D**

**ADOPTING THE NEW YORK STATE UNIFIED SOLAR PERMIT APPLICATION. Domenico – Mayor Izzo**

**13. ORDINANCES**

**%Lacking Unanimous Consent**

**Current Legislation**

**ORD. NO. 9079**

**F**

**AUTHORIZING MAYOR OF THE CITY OF ROME TO APPROVE THE SALE OF CITY OWNED PARCEL (7088 BRENNON AVENUE) TO BUYER FOR \$651.00. Domenico**

**ORD. NO. 9080**

**H**

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO EXECUTE DOCUMENTS NECESSARY TO GRANT AN EASEMENT TO NATIONAL GRID SO AS TO ALLOW ELECTRIC SERVICE TO SOLAR SITE ON LAMPHEAR ROAD. Schmidt**

**ORD. NO. 9081**

**I**

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO EXECUTE DOCUMENTS NECESSARY TO GRANT AN EASEMENT TO NATIONAL GRID SO AS TO ALLOW ELECTRIC SERVICE TO WATER FILTRATION SITE ON STOKES LEE CENTER ROAD. Schmidt**

**ORD. NO. 9082**

**J**

**AUTHORIZING THE DESIGNATION OF THREE HOUR PARKING LIMIT FOR CITY OWNED PARKING AREA ON HARDING BOULEVARD NORTHEAST OF THE GARDEN/HARDING INTERSECTION. Schmidt**

**14. LOCAL LAWS**

**15. TABLED LEGISLATION**

**RES. NO. 44**

**J**

**Tabled III**

**AUTHORIZING AMENDMENT TO THE 2016 GENERAL CITY BUDGET  
IN AN AMOUNT OF \$9,500.00. Nolan**

**LL B (2) OF 2016**

**J**

**Tabled I**

**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: April 27, 2016**

RESOLUTION NO. 57

AUTHORIZING JENNIFER GOTTI AND SANTINO EMMANUELE TO ATTEND THE  
EMPIRE STATE DEVELOPMENT CORPORATION'S 2016 NYS REGIONAL MWBE  
OPPORTUNITIES EXPO: MOHAWK VALLEY FOR FREE

By Councilor \_\_\_\_\_:

BE IT RESOLVED, that pursuant to Section 77-b of the General Municipal Law of the State of New York, Jennifer Gotti and Santino Emmanuele, of the City of Rome Purchasing Department, be and are hereby authorized to attend the Empire State Development Corporation's 2016 NYS Regional MWBE Opportunities Expo: Mohawk Valley. The Training Program will be free (with the exception of mileage and lunch reimbursements) and held at Herkimer County Community College, on Thursday April 14, 2016 from 8:30 a.m. to 3:00 p.m., pursuant to the attached information, which is made part of this Resolution.

Seconded by Councilor \_\_\_\_\_.

AYES & NAYS:     Trifeletti \_\_\_ Mortise \_\_\_ Rogers \_\_\_ Parsons \_\_\_ Anderson \_\_\_  
                          Dursi \_\_\_ DiMarco \_\_\_

ADOPTED:

DEFEATED:

## David Nolan

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**From:** David Nolan  
**Sent:** Friday, March 25, 2016 10:49 AM  
**To:** David Nolan  
**Subject:** FW: Attend the 2016 NYS Regional MWBE Opportunities Expo: Mohawk Valley

**From:** Empire State Development [mailto:mwbebusinessdev@esd.ny.gov]  
**Sent:** Thursday, March 17, 2016 8:33 AM  
**To:** Mayor <mayor@romecitygov.com>  
**Subject:** Attend the 2016 NYS Regional MWBE Opportunities Expo: Mohawk Valley

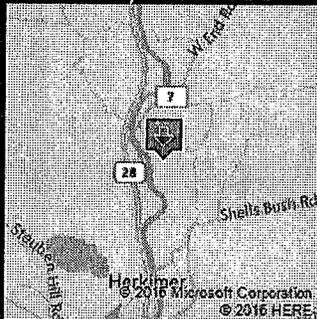
Having trouble viewing this email? [Click here](#)



**Empire State  
Development**

Thursday April 14, 2016  
from 8:30 AM to 3:00 PM  
EDT

**Herkimer County  
Community College**  
Robert McLaughlin College  
Center  
100 Reservoir Road  
Herkimer, NY 13350



Dear New York State Elected Official:

On behalf of Empire State Development's Division of Minority and Women's Business Development, we invite you to join us at the **2016 NYS Regional MWBE Opportunities Expo: Mohawk Valley**.

Co-hosted by Empire State Development's Mohawk Valley Regional Office, the **MWBE Opportunities Expo** brings together the various New York State agencies and authorities that have a significant presence in each region to provide MWBE firms local networking opportunities.

The **Expo** will include a panel discussion on the **Regional Economic Development Council Awards**, key projects in the region, and the MWBE goal setting process for these projects. In addition to providing the opportunity to meet the procurement officers, the event will feature several workshops and panel discussions delivering important information on how to do business with New York State including information on the New York State's MWBE Certification Program and Governor Cuomo's statewide goal of 30% utilization. Attendees will also have the opportunity to learn about the many business development resources that can help MWBE firms grow their companies and increase their access to New York State procurement opportunities.

We ask you to share the information about this event with your constituents as well as consider attending or

# 2016 New York State Regional MWBE Opportunities EXPO Series



Division of Minority  
and Women's  
Business Development

Empire State Development's Division of Minority and Women's Business Development and its regional partners invite you take part in the 2016 New York State Regional MWBE Opportunities EXPO Series.

The MWBE Opportunities EXPOs are designed to connect minority and women-owned businesses to New York State agencies, authorities, and technical assistance providers. This year there will be five regional EXPOs located in the Capital Region, Mohawk Valley, Southern Tier, Western New York, and Long Island. These events are **FREE OF CHARGE** for all participants; exhibitors and attendees alike.

## FEATURING

- NYS Disparity Study Community Meetings (Capital Region and Southern Tier events)
- Regional Economic Development Council Awards Panel Sessions
- Regional Special Projects Panel Sessions
- *NYS MWBE Certification Workshops*
- *How to Do Business with New York State Workshops*
- Bridge-to-Success Program Overview and Loan Provider Consultations
- One-to-One NYS MWBE Certification Analyst Consultations
- NYS MWBE Boot Camps

### CAPITAL REGION

Thursday, March 10, 2016

SUNY Polytechnic Institute  
College of Nanoscale Science  
and Engineering  
257 Fuller Road, Albany, NY 12203

### MOHAWK VALLEY

Thursday, April 14, 2016

Herkimer College  
100 Reservoir Road, Herkimer, NY 13350

### SOUTHERN TIER

Wednesday, April 27, 2016

Binghamton University's Innovative  
Technologies Complex  
85 Murray Hill Road, Vestal, NY 13850

### WESTERN NEW YORK

Thursday, May 12, 2016

The University at Buffalo's Educational  
Opportunity Center  
555 Ellicott Street, Buffalo, NY 14203

### LONG ISLAND

Tuesday, June 28, 2016

Stony Brook University  
Charles B. Wang Center  
400 Circle Road, Stony Brook, NY 11790

**All Events - 8:30 AM to 3:00 PM**

RESOLUTION NO. 58

AUTHORIZING CODE ENFORCEMENT OFFICE PERSONNEL TO ATTEND THE FIRST FIVE (5) OF SIX (6) NYS DEPARTMENT OF STATE CODE ENFORCEMENT BASIC TRAINING PROGRAMS FOR A TOTAL OF \$330.00.

By Councilor \_\_\_\_\_:

BE IT RESOLVED, that pursuant to Section 77-b of the General Municipal Law of the State of New York, Dennis Gillen and Mike Dorsino, of the City of Rome Code Enforcement Office, be and are hereby authorized to attend the first five (5) of six (6) NYS Department of State Code Enforcement Basic Training Programs in Schuyler/Montour Falls, New York, said training is mandatory for New York State Certification. The Training Programs will be held on: May 24 – May 26, 2016; June 14 – June 16, 2016; June 28 – June 30, 2016; July 12 – July 14, 2016 and July 26 – July 28, 2016. The costs associated with said conference are set forth below:

<b>Cost of Conference:</b>	<b>\$330.00 (\$33.00 per class at 5 classes x 2 &amp; includes meals)</b>
<b>Cost of Transportation:</b>	<b>Gasoline for City car and thruway tolls</b>
<b>Total:</b>	<b><u>\$330.00 plus thruway tolls</u></b>

Seconded by Councilor \_\_\_\_\_.

AYES & NAYS: Trifeletti\_\_\_ Mortise\_\_\_ Rogers\_\_\_ Parsons\_\_\_ Anderson\_\_\_  
Dursi\_\_\_ DiMarco\_\_\_

ADOPTED:

DEFEATED:

**NEW YORK STATE DEPARTMENT OF STATE  
CODE ENFORCEMENT BASIC TRAINING PROGRAM**

**January - July 2016**

(Portions of this schedule are subject to change)

**COURSE 9A**

**Introduction to Code Enforcement Practices**

**Part 1 - Regulations, Administration and Enforcement**

This program will discuss the role of the Code Enforcement Official and the practices necessary to carry out the job for a local government, including the process; from permit issuance, inspections, records and paperwork, through enforcement actions and legal recourse. In addition, a quick historical side trip will provide a perspective for the laws and regulations which have been enacted to create a uniform statewide approach to code enforcement. This course is designed to provide 21 hours of classroom training including a 1 hour final exam.

<u>Course #</u>	<u>Date</u>	<u>Time</u>	<u>County/City</u>
9A-0899	Jan 26-28	8am-4pm	Rensselaer/TBA**
9A-0900	Feb 9-11	8am-4pm	Westchester/Valhalla
9A-0901	March 1-3	8am-4pm	Monroe/West Henrietta
9A-0902	May 24-26	8am-4pm	Schuyler/Montour Falls

\*\* The exact location has not been determined at this time.

**COURSE 9B**

**Introduction to Code Enforcement Practices**

**Part 2 - Fire Safe Design**

**Prerequisite: 9A**

The focus of this portion of the course is to understand the basic principles which create a building that will endure the effects of fire and enable its occupants to safely escape. The New York State Uniform Fire Prevention and Building Code provides this blueprint. This course addresses the basic concepts in the code which establish the minimum construction standards for all new buildings, and demonstrates how the code balances the potential hazards of the occupancy with the benefits of fire resistant construction techniques, notifications and suppression equipment and systems, and proper planning. This course is designed to provide 21 hours of classroom training including a 1.5 hour final exam.

<u>Course #</u>	<u>Date</u>	<u>Time</u>	<u>County/City</u>
9B-0796	Feb 16-18	8am-4pm	Rensselaer/TBA**
9B-0797	March 8-10	8am-4pm	Westchester/Valhalla
9B-0798	March 29-31	8am-4pm	Monroe/West Henrietta
9B-0799	June 14-16	8am-4pm	Schuyler/Montour Falls

\*\* The exact location has not been determined at this time.

**COURSE 9C**

**Inspection Procedures for Existing Structures**

**Prerequisite: Course 9A and 9B**

Course 9C will provide the individual with the skills required to conduct inspections of existing buildings using the Fire and the Property Maintenance Codes of New York State. The course will consist of standard lecture on a topic, followed by a virtual inspection, requiring the student to utilize the information gained from the lecture. An inspection form following the course outline is included in the student handout material. This course is designed to provide 21 hours of classroom training including a 1.5 hour final exam.

<u>Course #</u>	<u>Date</u>	<u>Time</u>	<u>County/City</u>
9C-0795	March 22-24	8am-4pm	Rensselaer/TBA**
9C-0796	April 5-7	8am-4pm	Westchester/Valhalla
9C-0797	May 3-5	8am-4pm	Monroe/West Henrietta
9C-0798	June 28-30	8am-4pm	Schuyler/Montour Falls

\*\* The exact location has not been determined at this time.

**COURSE 9D**

**General Construction Principles**

**Prerequisite: Course 9A and 9B**

This program will acquaint code enforcement officials with the systems and equipment requirements and the structural requirements of the Code of New York State. In the first module, "Systems and Equipment", the organization, applicability and content of the Mechanical, Fuel Gas, Plumbing, Energy and Residential Codes of New York State will be addressed. The second module, "Structural Requirements", will consist of basic load and design theory and the resulting structural requirements in the Building and Residential Codes of New York State. This course will provide 21 hours of classroom training including a 1.5 hour final exam.

<u>Course #</u>	<u>Date</u>	<u>Time</u>	<u>County/City</u>
9D-0789	Jan 5-7	8am-4pm	Warren/TBA**
9D-0790	Jan 12-14	8am-4pm	Erie/Cheektowaga
9D-0791	April 19-21	8am-4pm	Rensselaer/TBA**
9D-0792	May 3-5	8am-4pm	Westchester/Valhalla
9D-0793	May 31-June 2	8am-4pm	Monroe/West Henrietta
9D-0794	July 12-14	8am-4pm	Schuyler/Montour Falls

\*\* The exact location has not been determined at this time.

# NEW YORK STATE DEPARTMENT OF STATE CODE ENFORCEMENT BASIC TRAINING PROGRAM

**January - July 2016**

(Portions of this schedule are subject to change)

## COURSE 9E

### **Residential Code of New York State**

**Prerequisites: Course 9A, 9B, 9D**

This course will address the construction requirements for one and two-family dwellings and low-rise multiple dwellings using the Residential Code of New York State as the compliance method. The program is designed to take the student through the steps of a typical code enforcement permit process, including code research, plan review and the inspection process. This course will provide 21 hours of classroom training including a 1.5 hour final exam.

<u>Course #</u>	<u>Date</u>	<u>Time</u>	<u>County/City</u>
9E-0789	Jan 5-7	8am-4pm	Nassau/Old Westbury
9E-0790	Feb 2-4	8am-4pm	Warren/TBA**
9E-0791	Feb 9-11	8am-4pm	Erie/Cheektowaga
9E-0792	May 17-19	8am-4pm	Rensselaer/TBA**
9E-0793	June 7-9	8am-4pm	Westchester/Valhalla
9E-0794	June 21-23	8am-4pm	Monroe/West Henrietta
9E-0795	July 26-28	8am-4pm	Schuyler/Montour Falls

\*\* The exact location has not been determined at this time.

## COURSE 9F

### **Building Code of New York State**

**Prerequisite: Course 9A, 9B, 9D, 9E**

Course 9F addresses the construction requirements for a commercial structure using the Building Code of New York State as the method of compliance. This program will take the students through a typical plan review process utilizing information from the preceding courses as well as specific code references pertaining to the detailed drawings used for this course. An inspection form following the course outline is included in the student handout material. This course is designed to provide 21 hours of classroom training including a 1.5 hour final examination.

<u>Course #</u>	<u>Date</u>	<u>Time</u>	<u>County/City</u>
9F-0784	Jan 5-7	8am-4pm	Rockland/Pomona
9F-0785	Jan 5-7	8am-4pm	Monroe/West Henrietta
9F-0786	Jan 12-14	8am-4pm	Suffolk/Upton
9F-0783	Jan 12-14	8am-4pm	Onondaga/Clay
9F-0787	Feb 2-4	8am-4pm	Nassau/Old Westbury
9F-0788	Feb 23-25	8am-4pm	Warren/TBA**
9F-0789	March 8-10	8am-4pm	Erie/Cheektowaga
9F-0790	June 7-9	8am-4pm	Rensselaer/TBA**
9F-0791	June 28-30	8am-4pm	Westchester/Valhalla
9F-0792	July 26-28	8am-4pm	Monroe/West Henrietta

\*\* The exact location has not been determined at this time.

NEW YORK STATE CODE BOOKS  
REQUIRED FOR BASIC COURSES  
YOU MUST HAVE THE 2010 EDITION OF THE  
NYS CODES

**Course 9A** - Building Code

**Course 9B** - Fire Code and Building Code

**Course 9C** - Fire Code, Property Maintenance Code, Existing Building Code

**Course 9D** - Building Code, Residential Code, Energy Code, Plumbing Code, Mechanical Code and Fuel Gas Code

**Course 9E** - Residential Code

**Course 9F** - Building Code, Fire Code, Energy Code, Plumbing Code

Please contact the International Code Council  
at (800) 786-4452 to order these books.

Workbooks are available on our website at [www.dos.state.ny.us/code/workbooks.htm](http://www.dos.state.ny.us/code/workbooks.htm) and may be downloaded and printed prior to attending these courses. While a workbook is not a requirement, it may be to your advantage to have one available during the class presentation to assist in following the course material, minimize the need for excessive note-taking and possibly for reference during the examination at the conclusion of the course. Therefore, due to the fact that the use of computers during the courses is not permitted, downloading and printing these documents is **highly recommended**.

RESOLUTION NO. 59

AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT  
WITH THE COUNTY OF ONEIDA DEPARTMENT OF SOCIAL SERVICES  
WITH REGARD TO THE CHILD ADVOCACY CENTER  
(REIMBURSEMENT UP TO \$91,015.20 TO CITY OF ROME)

By Councilor \_\_\_\_\_:

BE IT RESOLVED, by the Common Council of the City of Rome, that the Mayor of the City of Rome be and is hereby authorized to enter into an intermunicipal agreement with the County of Oneida Department of Social Services with regard to the Child Advocacy Center, whereby one Rome Police Officer shall be assigned to participate in the County's Child Advocacy Center; and

BE IT FURTHER RESOLVED, that the Oneida County Department of Social Services will reimburse the City of Rome the cost for providing such personnel in an amount not to exceed Ninety One Thousand Fifteen and 20/100 Dollars (\$91,015.20); and

BE IT FURTHER RESOLVED, that the term of this Agreement shall extend from January 1, 2016 to December 31, 2016, as more specifically defined in the attached agreement , which is made part of this Resolution.

Seconded by Councilor \_\_\_\_\_.

AYES & NAYS:     Trifeletti\_\_\_ Mortise\_\_\_ Rogers\_\_\_ Parsons\_\_\_ Anderson\_\_\_  
                          Dursi\_\_\_ DiMarco\_\_\_

ADOPTED:

DEFEATED:

AGREEMENT

THIS AGREEMENT, made and entered in to, by and between Oneida County, a municipal corporation organized and existing under the laws of the State of New York, through its Oneida County Department of Social Services, having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501, (hereinafter called Department), and THE CITY OF ROME, NEW YORK, a municipal corporation organized and existing under the laws of the State of New York, with its principal place of business located at City Hall-On-The-Mall, Rome, New York 13440 (hereinafter referred to as Contractor).

WHEREAS, the Department has need for a more intensive and coordinated approach to the investigation of Child Sexual Abuse; and

WHEREAS, the Department is in need of a Law Enforcement Coordinator, to be the liaison between Oneida County Child Advocacy (CAC) and the Rome Police Department; and

WHEREAS, the Contractor has the interest and capability to provide a Law Enforcement Coordinator; and

WHEREAS, The Contractor desires to participate in the Child Advocacy Center by and through its Police Department, now, therefore,

IT IS AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. The Law Enforcement Coordinator (LEC) shall facilitate and assist the Oneida County Child Advocacy Center in their criminal investigation of Multi Disciplinary Team (MDT) child abuse cases. The Law Enforcement Coordinator shall be the liaison between Oneida County Child Advocacy Center, the Rome Police Department, the Oneida County Department of Social Services and the Oneida County District Attorney's Office in matters relating to the investigation and prosecution of MDT cases. The LEC shall participate in case review, assist in increasing community awareness of the CAC and be responsible for inputting data regarding the criminal aspect of MDT cases into the program case tracking system.
2. The Contractor shall provide one (1) full-time police officer to act as Law Enforcement Coordinator, assigned solely to the Child Advocacy Center for forty (40) hours per week.
3. The Law Enforcement Coordinator is responsible for the following job duties:
  - A. Facilitate and assist police agencies in the criminal investigation of MDT child abuse cases:
    - Be the contact person for law enforcement agencies with questions about proper procedure of MDT cases;

- Assist as necessary and appropriate in the investigation of an MDT case;
  - Provide information on the CAC model in an effort to ensure collaborative investigation among partner agencies and to encourage non-participating agencies to become part of the MDT.
- B. Act as a liaison between the Oneida County Children Advocacy Center, the Oneida County District Attorney's Office, the Oneida County Department of Social Services, and various law enforcement agencies in matters relating to MDT cases:
- Develop and maintain professional, working relationships with all County agencies;
  - Confer with police agencies about the status of a criminal investigation of an MDT case;
  - Confer with the Oneida County District Attorney's Office about status of a prosecution of an MDT case;
  - Work with partner agencies to resolve issues involving the criminal aspect of an MDT case;
- C. Attend case review.
- D. Enter criminal investigation and prosecution data and updates into the computer system.
- E. Keep current on issues relevant to job and take part in training opportunities when able.
- F. Work collaboratively with other Child Advocacy Center staff and MDT members.
- G. Compile and keep current list of local police agencies, team members and contact information.
- H. Perform all duties with sensitivity to the confidential nature of an MDT case.
- I. Contractor agrees that said police officer shall perform duties as Law Enforcement Coordinator as part of the Child Advocacy Center:
- a. Investigate allegations of the sexual abuse of children;
  - b. Interview victims using appropriate techniques agreed upon by the Child Advocacy Center and which comply with rules and regulations of Rome Police Manual;
  - c. Interrogate suspects and interview possible witnesses at the discretion of and under the direction of the Oneida County District Attorney;
  - d. Gather and process evidence on cases assigned to police officer;
  - e. Work in tandem with the Oneida County Child Protective Services Caseworker at the Child Advocacy Center;
  - f. Attend meetings of the Child Advocacy Center and assist in developing the methods and means for operation at the Child Advocacy Center;
  - g. Attend all training necessary to the satisfactory performance of the duties set forth in this Agreement as deemed appropriate by the Contractor.
4. The Parties hereto agree to work together to meet the following goals at the Child Advocacy Center:
- A. Maintain a multidisciplinary team consisting of experienced and trained personnel from CPS, law enforcement, medical providers Rape Crisis, and the Oneida County District Attorney's office;
  - B. Increase the percentage of reported child sexual abuse cases that are indicated, prosecuted

- and convicted;
- C. Decrease the number of necessary interviews with the child victim;
  - D. Decrease the level of trauma to the child victims and secondary victims;
  - E. Maintain a child-oriented interview setting;
  - F. Maintain accurate records of reports, arrests, prosecutions, and convictions;
  - G. Provide on-going training; and
  - H. Increase the number of victims, secondary victims, and perpetrators receiving appropriate treatment and services.
5. Contractor and Department agree that all information exchanged is confidential and shall be used only for the purpose of this Agreement
6. The Department shall reimburse Contractor 80% for the services of the aforesaid police officer. The total annual cost of the officer to the Contractor is \$113,769.00 (\$76,125.00 for salary, \$26,644.00 for fringe benefits, \$8,000.00 for overtime and \$3,000 for gas). The County will reimburse the City of Rome 80% of the Actual costs, and said reimbursement shall not to exceed \$91,015.20. The remaining cost of the officers shall be the sole responsibility of the Contractor. Any time spent by an investigator that is not related to the mission of the Child Advocacy Center without the prior approval of the Child Advocacy Administrator shall not be reimbursed. Any expenses or financial obligations made by the investigator without the prior approval of the Child Advocacy Administrator shall become the sole responsibility of the Contractor.
7. Department shall make monthly payments to Contractor of the contract amounts upon the submission of an Oneida County voucher, containing the contract number, contract name, any attached data, as well as the police officer's salary and fringe benefits, Certified copies of the assigned investigator's official time sheets will be attached to the voucher. Rate of pay and fringe benefits shall comply with the provisions of the currently negotiated Police Benevolent Association contract. Adjustments to salary and fringe benefits paid by Department shall be made upon the submission of a new or revised contract and statement of applicable salary and fringe benefits changes.
8. The Contractor shall make available all records relating to this Agreement for a period of six (6) years said records shall be available for audit by the New York State Department of Social services, New York State Audit and Control and the Department of Health and Human Services upon request.
9. The term of this agreement shall be from January 1, 2016 through December 31, 2016. The option to renew this Agreement is at the sole discretion of the County and the Department, and notice to the Contractor shall be provided prior to the end of the term of this Agreement.

10. Either party may, upon thirty (30) days written notice to the other party, terminate this Agreement.
11. No representations or promises shall be binding on the parties to this Agreement except those representations and promises contained herein or in some future writing signed by the parties making such representations or promises.
12. Neither Contractor nor Department shall assign or transfer this Agreement or any part thereof, or any interest, right or privilege therein without written consent of the other party.
13. If any term of this Agreement is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability; all other terms hereof shall remain in full force and effect.

**14. INDEPENDENT CONTRACTOR STATUS**

A. It is expressly agreed that the relationship of the Contractor to the County shall be that of an Independent Contractor. The Contractor shall not be considered an employee of the County for any purpose including, but not limited to, claims for unemployment insurance, worker's compensation, retirement, or health benefits. The Contractor, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself in accordance with such status, that he will neither hold himself out as, nor claim to be, an officer or employee of the Department by reason thereof and that he will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.

B. Contractor warrants and represents that either (1) he or she is employed elsewhere either full or part time, and said employment is the main source of Contractor's income, or (2) that he or she is in the business of offering the same or similar services detailed herein and does offer the same or similar service(s) to other entities and/or the general public as a regular course of business. Contractor and County agree that Contractor is free to undertake other work arrangements during the term of this Agreement, and may continue to make his or her services available to the public.

C. The Contractor shall not be eligible for compensation due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.

D. Contractor acknowledges and agrees that neither Contractor, nor its Assistants, shall be eligible for any County employee benefits, including retirement membership credits.

E. Contractor shall be paid pursuant to IRS Form 1099, and shall be solely responsible for applicable taxes for all compensation paid to Contractor or its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Contractor's self-employment, sole proprietorship or other form of business organization, and with respect to the Assistants, including payroll deductions, worker's compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for State of Federal income tax, unemployment insurance, worker's compensation, disability insurance or social security insurance (FICA). Contractor shall provide proof of worker's compensation insurance, where applicable, prior to execution of this Agreement.

F. The Contractor will indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.

G. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Contractor's Independent Contractor status, it is agreed that both the County and the Contractor shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.

H. The Contractor agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

15. Contractor is solely responsible for paying all of his/her business expenses related to furnishing the services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services or other general operating expenses except for the percentage of those costs already described herein.

16. Contractor shall not be required to attend or undergo any training by the County. Contractor shall be fully responsible for her or her own training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.

17. 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.

- 18. Said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants contained herein.
- 19. The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. No waiver, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

IN WITNESS THEREOF, the parties hereto have executed this agreement on the day and year first above written.

\*\*\*\*\*

Date: \_\_\_\_\_

Oneida County Executive: \_\_\_\_\_

Anthony J. Picente, Jr., Oneida County Executive

\*\*\*\*\*

Approved: \_\_\_\_\_

Amanda Lynn Cortese, Special Assistant County Attorney

\*\*\*\*\*

Date: \_\_\_\_\_

Oneida County Department of Social Services: \_\_\_\_\_

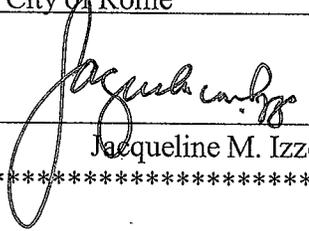
Lucille A. Soldato, Commissioner

\*\*\*\*\*

Date: \_\_\_\_\_

Agency: \_\_\_\_\_ City of Rome

Authorized Signature: \_\_\_\_\_



Jacqueline M. Izzo, Mayor

\*\*\*\*\*

#18901

ROME POLICE DEPARTMENT  
2016 BUDGET

SALARY	\$ 76,125.00
FRINGE	\$ 26,644.00
OVERTIME	\$ 8,000.00
GAS	\$ <u>3,000.00</u>
TOTAL	\$ 113,769.00

Total Cost Reimbursed by both Oneida County and City of Rome

Oneida County Share (80%)	\$91,015.20
City Share (20%)	\$22,753.80

APPENDIX A

The parties to the attached contract further agree to be bound by the following, which are hereby made a part of said contract.

- I. This contract may not be assigned by the contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the State.
- II. This contract shall be deemed executory only to the extent of money available to the State for the performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for the purpose thereof.
- III. The contractor specifically agrees, as required by Labor Law, Sections 220 and 220-d, as amended that:
  - (a) no laborer, workman or mechanic, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law.
  - (b) the wages paid for a legal day's work shall be not less than the prevailing rate of wages as defined by law.
  - (c) The minimum hourly rate of wages to be paid shall not be less than that stated in the specifications, and any redetermination of the prevailing rate of wages after the contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redetermination and shall form a part of these contract documents.
  - (d) The Labor Law provides that the contract may forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than—
    - (a) the stipulated wage scale as provided in Labor Law, Section 220, subdivision 3, as amended or
    - (b) less than the stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended.
- IV. The contractor specifically agrees, as required by the provisions of the Labor Law, Section 220-e, as amended, that:
  - (a) in hiring of employees for the performance of work under this contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no contractor, subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.

- (b) No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on the account of race, creed, color, sex or national origin.
  - (c) There may be deducted from the amount payable to the contractor by the State under this contract a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract, and
  - (d) This contract may be cancelled or terminated by the State or municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract, and
  - (e) The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.
- V. The contractor specifically agrees, as required by Executive Order # 45, dated Jan. 4, 1977, effective February 4, 1977, that:
- (a) The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake programs of affirmative action to insure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
  - (b) If the contractor is directed to do so by the contracting agency or the Office of State Contract Compliance (hereafter OSCC). The contractor shall request each employment agency, labor union, or authorized representative of workers, with which he has a collective bargaining or other agreement or understanding, to furnish him with a written statement that such employment agency, labor union or representative will not discriminate because of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations hereunder and the purposes of Executive Order # 45 (1977).
  - (c) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified

applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

\* (d) The contractor will comply with all the provisions of Executive Order # 45 (1977) and of rules, regulations and orders issued pursuant thereto and will furnish all information and reports required by said Executive Order or such rules, regulations and orders, and will permit access to its books, records, and accounts and to its premises by the contracting agency or the OSCC for the purposes of ascertaining compliance with said Executive Order and such rules, regulations and orders.

\* (e) If the contractor does not comply with the equal opportunity provisions of this contract, with Executive Order # 45 (1977), or with such rules, regulations, or orders, this contract or any portion thereof, may be cancelled, terminated or suspended or payments thereon withheld, or the contractor may be declared ineligible for future State or State-assisted contracts, in accordance with procedures authorized in Executive Order #45 (1977), and such other sanctions may be imposed and remedies invoked as are provided in said Executive Order or by rule, regulation or order issued pursuant thereto, or as otherwise provided by law.

\* (f) The contractor will include the provisions of clauses (a) through (e) above and all contract provisions promulgated by OSCC pursuant to Section 1.3 (b) of Executive Order # 45 (1977), in every non-exempt subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to its work force within the State of New York. The contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency or the OSCC may direct, including sanctions or remedies for noncompliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction, the contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

VI. The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Division of Human Rights under the Law, and will permit access to its books, records and accounts by the State Industrial Commissioner for the purposes of investigation to ascertain compliance with the non-discrimination clauses, the Executive Law and Civil Rights Law.

VII. (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto

certifies as to its own organization, under penalty or perjury, that to the best of his knowledge and belief:

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

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

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the State, public department or agency to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more a disclosure within the meaning of sub-paragraph VII (a)

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**\*\*Note:** Reference to the above Rules and Regulations refer to those Rules and Regulations in effect as of the date of the solicitation of bids relative to this contract.

## APPENDIX B

### STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES CONTRACTS

#### Personnel

- a. The Contractor agrees to be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of this AGREEMENT, and all applicable Federal, State and County laws and regulations.
- b. It is the policy of the Department to encourage the employment of qualified applicants for, or recipients of public assistance by both public organization and private enterprises who are under contractual AGREEMENT to the Department for the provision of goods and services. Contractors will be expected to make best efforts in this area.
- c. The Contractor agrees to identify, in writing, the person(s) who will be responsible for directing the work to be done under this AGREEMENT. No change or substitution of such responsible person(s) will be made without prior approval in writing from the Department, to the degree that such change is within the reasonable control of the Contractor

#### Notices

- a. All notices permitted or required hereunder shall be in writing and shall be transmitted either by:
  - a. By certified or registered United States mail, return receipt requested;
  - b. By Facsimile transmission;
  - c. By personal delivery;
  - d. By expedited delivery service; or
  - e. By e-mail

Notices to the Department shall be addressed to the Commissioner of Social Services at the Address, Telephone Number, Facsimile Number or E-mail Address provided to the Contractor during contract development, or to such different Program Manager as the Department may for time-to time designate.

- b. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or register United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

- c. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

#### Office Services

- a. The contractor shall be responsible for the provision of necessary equipment and services for Contractor's staff, pursuant to and described in the narratives and budgets contained in the AGREEMENT.
- b. For Federally funded contracts, title to real property and non-expendable personal property whose requisition cost is borne in whole or in part by monies proved under this AGREEMENT shall be determined between the Contractor and the Department, pursuant to Federal regulations 45 CFR 92 unless such authority is otherwise inappropriate. Title to all equipment, supplies and material purchased with funds under this AGREEMENT under contracts which are not Federally funded shall be in the State of New York and the property shall not be transferred, conveyed, or disposed of without written approval of the Department. Upon expiration or termination of this Agreement, all property purchased with funds under this Agreement shall be returned to the Department, unless the Department has given direction for, or approval of, an alternative means of disposition in writing.
- c. Upon written direction by the Department, the Contractor shall maintain an inventory of those properties that are subject to the provisions of sub-paragraph b of this section

#### GENERAL TERMS AND CONDITIONS

- a. The contractor agrees to comply in all respects with the provisions of this AGREEMENT and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the AGREEMENT. Any modifications to the tasks or work plan contained in AGREEMENT must be mutually agreed to by both parties in writing before the additional or modified tasks or work plan shall commence.
- b. If any specific event or conjunction of circumstances threatens the successful completion of the project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Department within three days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.

- c. The Contractor immediately shall notify in writing the Department Program Manager assigned to this contract of any unusual incident, occurrence or event that involves the staff, volunteers or officers of the Contractor, and subcontractor or Program participant funded through this contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity; and destruction of property; significant damage to the physical plant of the Contractor, or other matters of a similarly serious nature.
- d. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize Federal financial participation to the Department under the Federal Social Security Act.
- e. If funds from this contract will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply;
  - No litigation shall be brought against the State of New York, the New York State Office of Children and Family Services, or against Oneida County or the Department or other local government or local social services district with funds provided under this contract. The term "litigation" shall include commencing or threatening to commence a lawsuit joining or threatening to join as a party to ongoing litigation, or requesting any relief from either the State of New York, the New York State Office of Children and Family Services or Oneida County or other local government or local social services district, based upon any agreement between such agency in litigation with another party and such party, during pendency of the litigation.
  - Opinions prepared by consultant law firms construing the statutes of Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the appeals and Opinions Bureau, department of Law, The Capital, Albany, New York 12224
  - The Contractor shall provide to the Department in a format provided by the Department such additional information concerning the provision of legal services as the Department shall require.
- f. The Department will designate a contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated there under. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.

- g. Except where the Department otherwise authorizes or directs in writing, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, for the performance of the obligations contained herein until it has received the prior written approval of the Department, which shall have the right to review and approve each and every subcontract prior to giving written approval to the contractor to enter into the subcontract. All AGREEMENTS between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT (2) that nothing contained in the subcontract shall impair the rights of the Department under this AGREEMENT, (3) that nothing contained in the subcontract, nor under this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and the Department, and (4) incorporating all provisions regarding the rights of the Department as set forth in Agreement, where applicable. The Contractor specifically agrees that the Contractor shall be fully responsible to the Department for the acts and omissions of subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.
- h. The Contractor warrants that it, its staff and any and all Subcontractors which must be approved by the Department, have all the necessary licenses, approvals and certifications currently required by the law of any applicable local, state or federal government to perform the services pursuant to this AGREEMENT and/or subcontract entered into under this AGREEMENT. The contractor further agrees such required licenses, approvals and certificates will be kept in full force and effect during the term of this Agreement, and/or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames and/or to require its staff and Subcontractors to obtain and requisite licenses, approvals or certificates. In the event the contractor, its staff, and/or Subcontractors are notified of a denial or revocation of any license, approval or certification to perform the services under the AGREEMENT, Contractor will immediately notify the Department.
- i. This Agreement cannot be assigned by the Contractor to a subcontractor without obtaining written approval of the Department. Prior to executing a subcontract agreement the Contractor agrees to provide the Department the information the Department needs to determine whether a proposed Subcontractor is a responsible vendor. The Determination of Vendor responsibility will be made in accordance with Section n. of General Terms and Conditions
- j. If the Contractor intends to use materials, equipment or personnel paid for under this contract in a revenue generating activity, the Contractor shall report such intentions to the Department forthwith and shall be subject to the direction of the Department as to the disposition of such revenue.

- k. Any interest accrued on funds paid to the Contractor by the Department shall be deemed to be the property of the Department and shall either be credited to the Department at the termination of this AGREEMENT or expended on additional services provided for under this AGREEMENT.
- l. The Contractor ensures that the grounds, structures, building and furnishings at the program site(s) used under this AGREEMENT are maintained in good repair and free from any danger to health or safety and that any building or structure used for program services complies with all applicable zoning, building, health, sanitary, and fire codes.
- m. The Contractor agrees to produce, and retain for the balance of the calendar year in which produced, and for a period of six years thereafter, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under this contract. Such records shall include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:
  - a) Payroll Expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, employee personal history folders, and cost allocation plans, if applicable.
  - b) Payroll Taxes and Fringe Benefits: cancelled checks, copies of related bank statements, reporting forms, and invoices for Fringe Benefit expenses.
  - c) Non-Personal Services Expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.
  - d) Receipt and Deposit of Advance and Reimbursements: Itemized bank stamped deposit slips, and a copy of the related bank statements.
  - e) The Contractor agrees that any equipment purchased with funds under this agreement is the property of the Department and will remain with or will be returned to the Department in the event of the termination of this Agreement,

Although not required, the Department recommends that the Contractor retain records directly pertinent to this contract for a period of ten (10) years after the end of the calendar year in which they were made, as the statute of limitations for the New York False Claims Act is ten years.

- n. By signing this contract, the Contractor certifies that within the past three years the Contractor has engaged in no actions that would establish a basis for a finding by the Department that the Contractor is a non-responsible vendor or, if the Contractor has engaged in any such action or actions, that all such actions have been disclosed to the Department prior to entering into this Contract. The actions that would potentially establish a basis for a finding by Department that the Contractor is a non-responsible vendor include:

- The Contractor has had a license or contract suspended, revoked or terminated by a governmental agency.
- The Contractor has had a claim, lien, fine, or penalty imposed or secured against the Contractor by a governmental agency.
- The Contractor has initiated a bankruptcy proceeding or such a proceeding has been initiated against the Contractor
- The Contractor has been issued a citation, notice, or violation order by a governmental agency finding the Contractor to be in violation of any local, state, or federal laws.
- The Contractor has been advised by a governmental agency that a determination to issue a citation, notice or violation order finding the Contractor to be in violation of any local, state or federal laws is pending before a governmental agency
- The contractor has not paid all due and owed local, state and federal taxes to the proper authorities
- The contractor has engaged in any other actions of a similarly serious nature.

Where the Contractor has disclosed any of the above to the Department, Department may require as a condition precedent to entering into the contract that the Contractor agree to such additional conditions as will be necessary to satisfy the Department that the vendor is and will remain a responsible vendor. By signing this contract, the Contractor agrees to comply with any such additional conditions that have been made a part of this contract.

By signing this contract, the contractor also agrees that during the term of the contract, the Contractor will promptly notify the Department if the Contractor engages in any actions that would establish a basis for a finding by Department that the Contractor is a non-responsible vendor, as described above.

- o. By signing this contract, the contractor agrees to comply with State Tax Law section 5-a
- p. Contractors must maintain Workers Compensation Insurance in accordance with the Workers Compensation Law. If a contractor believes they are exempt from the Workers Compensation insurance requirement then they must apply for an exemption. Contractors can apply for the exemption online through the New York State Workers Compensation Board website at:  
[http://www.wcb.state.ny.us/content/ebiz/wc\\_db\\_exemptions/wc\\_db\\_exemptions.jsp](http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/wc_db_exemptions.jsp)
- q. All organizations that receive Federal financial assistance under social service programs are prohibited from discriminating against beneficiaries or prospective beneficiaries of the social service programs on the basis of religion or religious belief. Accordingly, organizations, in providing services supported in whole or in part with Federal financial assistance, and in their outreach activities related to such services, are not allowed to discriminate against current or prospective program beneficiaries on the basis of

religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

Organizations that engage in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) must perform such activities and offer such services outside of programs that are supported with direct Federal financial assistance (including through prime awards or sub-awards), separately in time or location from any such programs or services supported with direct Federal financial assistance, and participation in any such explicitly religious activities must be voluntary for the beneficiaries of the social service program supported with such Federal financial assistance

## REPORTS AND DELIVERABLES

The Contractor shall prepare and submit all reports, documents, and projects required by this AGREEMENT to the Office's Contract Manager for review and approval. These reports shall be in such substance, form, and frequency as required by the Department and as necessary to meet State, Federal and County requirements.

The Contractor shall complete Contract Evaluations as required by the Department as well as Statistical Data as needed by the Department and New York State to meet the reporting requirements.

## CONFIDENTIALITY AND PROTECTION ON HUMAN SUBJECTS

- a. The Contractor agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this AGREEMENT in conformity with the provisions of applicable State, Federal, and County laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this AGREEMENT.
- b. Any contractor who will provide goods and/or services to a residential facility or program operated by Department agrees to require all of its employees and volunteers who will have the potential for regular and substantial contact with youth in the care or custody of the Department to sign an Employee Confidentiality Certification and employee Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of the Department and/or any financial and/or client identifiable information concerning such youth. Additionally, Department will require a database check of the State wide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the Contractor who has the potential for regular and substantial contract with children in the care or custody of the

Department. Any other Contractor whose employees and volunteers will have access to financial and/or client identifiable information concerning youth in the care or custody of Department agrees to require all such employees and volunteers to sign a Employee Confidentiality Certification before any such employees and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.

- c. Contractor and any subsequent sub-contractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related illness.

The Contractor and any subsequent sub-contractor agrees that their staff to whom confidential HIV - related information may be given as a necessity for providing services and in accordance with 403 of Title 18 NYSDSS regulation and Section 2782 of the Public Health Law are fully informed of the penalties and fines for redisclosure in violations of State Law and Regulations.

The Contractor and any subsequent sub-contractor must include the following written statement when disclosing any confidential HIV - related information.

"This information has been disclosed to you from confidential records which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure."

- d. All information contained in the Contractors, or it's sub-contractor's files shall be held confidential pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NY CRR Sec. 357.5 and 423.7, as well as any applicable Federal Laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.
- e. The Contractor and all Contract Staff that are subject to the Oneida County computer systems/databases shall complete the Oneida County Department of Social Services Confidentiality and Non-Disclosure Agreement provided with this agreement and shall submit forms to the following address:

Oneida County Department of Social Services  
Contract Administration Office, 4<sup>th</sup> Floor  
800 Park Ave  
Utica, New York, 13501

#### PUBLICATIONS AND COPYRIGHTS

*Rome Police Department  
Child Advocacy Center Participation*

# 18901  
1/1/16-12/31/16

- a. The results of any activity supported under this AGREEMENT may not be published without prior written approval of the Department, which results (1) shall acknowledge the support of the Department and the County and, if funded with Federal funds, the applicable federal funding agency, and (2) shall state that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretation or policy of the Department or Oneida County.
- b. The Department and Oneida County expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this AGREEMENT or activity supported by this AGREEMENT. All publications by the Contractor covered by this AGREEMENT shall expressly acknowledge the Department's right to such license.
- c. All of the license rights so reserved to the Department and Oneida County under this paragraph are equally reserved to the United States Department of Health and Human Services and subject to the provisions on copyrights contained in 45 CFR 92 if the AGREEMENT is federally funded
- d. The Contractor agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this AGREEMENT, it will provide to the Department at no additional cost a copy of any and all data supporting the scientific or statistical study, report or analysis, together with the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or analysis. The Contractor agrees and acknowledges the right of the Department, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

#### PATENTS AND INVENTIONS

The Contractor agrees that any all inventions, conceived or first actually reduced to practice in the course of, or under this AGREEMENT, or with monies supplied pursuant to this AGREEMENT, shall be promptly and fully reported to the DEPARTMENT. Determination as to ownership and/or disposition of rights to such inventions, including whether a patent application shall be filed, and if so, the manner of obtaining, administering and disposing of rights under any patent application or patent which may be issued, shall be made pursuant to all applicable law and regulations.

#### TERMINATION

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- a. This AGREEMENT may be terminated by the DEPARTMENT upon thirty (30) days prior written notice to the Contractor. Such notice is to be made by way of registered or certified mail return receipt requested or hand delivered with receipt granted by the Contractor. The date of such notice shall be deemed to be the date the notice is received by the contractor established by the receipt returned, if delivery by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by hand. The Department agrees to pay the Contractor for reasonable and appropriate expenses incurred in good faith before the date of termination of this AGREEMENT.
  
- b. If the Contractor fails to use any real property or equipment purchased pursuant to this AGREEMENT or the Contractor ceases to provide the services specified in the AGREEMENT for which the equipment was purchased, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor, where the Contractor has failed to cure as set forth hereafter, Said notice of breach and shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, or (b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of (a) and (b), at the Department's option.
  
- c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Department terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Contractor
  
- d. Should the Department determine that Federal, State or County funds are limited or become unavailable for any reason, the Department may reduce that total amount of funds payable to the Contractor, reduce the contract period or deem this contract terminated immediately. The Department agrees to give notice to the Contractor as soon as it becomes aware that funds are unavailable, in the event of termination under this paragraph. If the initial notice is oral notification, the Department shall follow this up immediately with written notice. The Department will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the

Contractor until such time as notice of termination is received either orally or in writing by the Contractor from the Department.

- e. The Contractor shall provide to the Department such information as is required by the Department in order that the Department may determine whether the Contractor is a responsible vendor for purposes of compliance with section 163 of the State Finance Law and requirements of the Department. If there is any change in any of the vendor responsibility information provided to the Department by the Contractor at any time during the term of this Agreement, the Contractor shall be required to immediately notify the Department so that the Department may assess whether the Contractor continues to be a responsible vendor. Should the Contractor fail to notify the Department of any change in the vendor responsibility information or should the Department otherwise determine that the Contractor has ceased to be a responsible vendor for the purposes of this AGREEMENT, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor. Said notice of termination shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the reason(s) that the Contractor has been found to no longer be a responsible vendor.

Upon determination that the Contractor is no longer a responsible vendor the Department may, in its discretion and as an alternative to termination pursuant to this paragraph, notify the contractor of the determination that the Contractor has ceased to be a responsible vendor and set forth the corrective action that will be required of the Contractor to maintain the contract. Should the Contractor fail to comply with the required corrective action within thirty (30) days of the date of notification, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, (b) return of any real property or equipment purchased under the terms of this AGREEMENT, or an appropriate combination of (a) and (b) at the Department's option.

#### CONTRACTOR COMPLIANCE

The Contractor agrees to provide an Annual Certification pertaining to this Contract as part of the Contractor's Annual Independent audit.

The Department shall have the right to audit or review the Contractor's performance and operations as related to this AGREEMENT, or has abused or misused funds paid to the contractor, or if the Contractor has violated or is in non-compliance with any term of any

other AGREEMENT with the Department, or has abused or misused funds paid to the Contractor under any other AGREEMENT with the Department, the rights of the Department shall include, but not be limited to :

- Recovery of any funds expended in violation of the AGREEMENT;
- Suspension of Payments
- Termination of the AGREEMENT; and/or
- Employment of another entity to fulfill the requirements of the AGREEMENT.

The Contractor shall be liable for all reasonable costs incurred on account thereof, including payment of any cost differential for employing such entity. The Contractor will assist the Department in transferring the operation of the Contracted services to any other entity selected by the Department in a manner that will enable the Department or clients to continue to receive services in an on-going basis, including, but not limited to , notifying clients of the new entity to which the services will be transferred and the effective date of the transfer, providing the new entity promptly and at no charge with a complete copy of the clients' and all other records necessary to continue the provision of the transferred services, and transferring any equipment purchased with funds provided under this AGREEMENT.

Nothing herein shall preclude the Department from taking actions otherwise available to it under law.

The Contractor agrees to cooperate fully with any audit or investigation the Department or any agent of the Department may conduct and to provide access during normal business hours to any and all information necessary to perform its audit or investigation. The Contractor shall also allow the Department, and any representatives specifically directed by the Department to take possession of all books, records and documents relating to this AGREEMENT without prior notice to the Contractor. The Department will return all such books, records and documents to the Contractor upon completion the official purposes for which they were taken.

The Contractor agrees that all AGREEMENTS between the Contractor and a subcontractor or consultants for the performance of any obligations under the AGREEMENT will be by written contract (subcontract) which will contain provisions including, but not limited to, the above specified rights of the Department.

#### FISCAL SANCTION

In accordance with the Department, contractors may be placed on fiscal sanction when the Department identifies any of the following issues:

- The Contractor has received an advance, overpayment or other funds under this or another agreement that has not been refunded to the Department within the established timeframe;
- An Department or other audit identifies significant fiscal irregularities and/or that funds are due to the Department
- The Contractor has not provided satisfactory services as required under the terms of this or another Department agreement;
- The Contractor has not provided fiscal or program reports as required under the terms of this or another Department agreement;
- A Department, County, State or Federal prosecutorial or investigative agency identifies possible criminal activity, or significant fiscal or programmatic irregularities on the part of the Contractor;
- The Contractor is not in compliance with State, Federal, or County statutes or regulations, or applicable Department guidelines, policies and/or procedures; or
- Unsafe physical conditions exist at a program site operated by the Contractor and funded under an agreement with the Department

Once the Contractor has been placed on Fiscal Sanction, payments on all open contracts and any new awards, amendments or contract renewals will not be processed until the issues have been satisfactorily resolved. The contractor will be notified in advance of any proposed Fiscal sanction and will be provided a timeframe within which the issues must be resolved in order to avoid Fiscal Sanction. Issues that are not resolved within the timeframe established by the Department may be referred to the Attorney General (AG) for collection of legal action. If a contract is referred to the AG a collection fee will be added to the amount owed. In addition, interest will be due on any amount not paid in accordance with the timeframes established by the AG. The contractor will remain on Fiscal Sanction until the amount owed, including any collection fee and interest is paid.

#### ADDITIONAL ASSURANCES

- a. The Department and Contractor agree that Contractor is an independent contractor, and not in any way deemed to be an employee of the Department or County of Oneida for any purpose including, but not limited to, claims for unemployment insurance, workers compensation, retirement or health benefits. The Contractor agrees to defend and indemnify the Department and/or Oneida County for any loss the Department and/or Oneida County may suffer when such losses result from claims of any person or organization injured by the negligent acts or omissions of Contractor, its officers and/or employees or subcontractors. Furthermore, the Contractor agrees to indemnify, defend, and save harmless the Department and/or Oneida County, and its officers, agents, and employees from any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of

the contract, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of the contract, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under the contract or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to the contract.

- b. The Contractor, if a municipal corporation, represents that it is a self-insured entity. If a not-for-profit Corporation or entity other than a self-insured municipal Corporation, the Contractor agrees to obtain and maintain in effect a general policy of liability insurance in an amount not less than one million dollars (\$ 1,000,000) per incident and not less than three million (\$ 3,000,000) aggregate. The Contractor agrees that it will require any and all Subcontractors with whom it subcontracts pursuant to this contract to obtain and maintain a general policy of liability insurance in an amount not less than one million dollars (\$ 1,000,000) per incident and not less than three million (\$3,000,000) aggregate. The Contractor further agrees to procure and maintain in force, for the duration of this Agreement, insurance in types and in the amounts as determined by the Department. Such coverage must be identified and entered upon a Standard Insurance Certificate or its acceptable substitute and be signed by the Contractor's Agency's insurance company, agent or broker.

The Contractor agrees that it will, at its own expense, at all times during the term of this agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property of persons. The liability and property damage coverage of such insurance shall not be less than One Million dollars (\$ 1,000,000) per incident and not less than three million (\$3,000,000) aggregate. The Contractor agrees to have the Department and Oneida County added to said insurance policies as named additional insured, on a primary, non-contributory basis, as their interest may appear, and to provide the Department and/or Oneida County with a certificate from said insurance company, or companies, showing coverage as herein before required, such certification to show the Department and the Oneida County as additional insureds and to provide that such coverage shall not be terminated without written prior notice to the to the Department and/or Oneida County of at least thirty (30) days.

The Contractor further agrees that the Department has the right to take whatever action it deems appropriate, including, but not limited to, the removal of the Contractor from the rotation list, the removal of clients, the cessation of client referrals, and termination of this Agreement, if the Contractor fails to submit a completed and signed Standard Insurance Certificate or its acceptable substitute, which is subsequently approved by the Oneida County Department of Law, prior to the expiration of its insurance coverage.

## RENEWAL NOTICE TO CONTRACTORS

Options to renew the contract are at the discretion of the Department, which shall supply written notice of such renewal or termination within 30 days of the expiration date. The Commissioner of Social Services reserves the right to evaluate the job performance and availability of funding.

## COMPLIANCE WITH LAW

The Contractor represents and agrees to comply with the requirements of the Civil Rights Act of 1964 as amended, the Age Discrimination Employment Act of 1964 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No. 11246, entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375 and as supplemented in Department of Labor Relations, 41CFR Part 60.

The Contractor also agrees to comply with Federal and State Laws as supplemented in the Dept. of Labor regulations and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

As a mandated reporting agency, all instances of suspected child abuse, neglect and/or maltreatment, will be reported to the Central Registry as required by law. These verbal reports will be followed by submission of completed 2221A to the local Department of Social Services. The family will be informed in advance of the Agency's decision to file a report with the Central Register.

The Contractor attest they have not been debarred by the Federal Government from contracting to provide services funded by any Federal money.

The obligations of the parties hereunder are conditioned upon the continued availability of Federal and/or New York State Funds for the purposes set forth in this Agreement.

Should funds become unavailable or should appropriate Federal or New York State officials fail to approve sufficient funds for completion of the services or programs set forth in this Agreement, the Department shall have the option to immediately terminate this Agreement upon providing written notice to the Contractor. In such an event, the Department shall be under no further obligation to the Contractor other than payment for costs actually incurred prior to termination and in no event will the Department be responsible for any actual or consequential damages as a result of termination.

This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto.

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No waiver, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

This Agreement shall be binding upon both parties when fully signed and executed and upon approval of the appropriate legislative bodies where required.

As the duly authorized representative of the Contractor, I hereby certify that the Contractor will comply with the above Standard Clauses.

City of Rome

NAME OF CONTRACTED AGENCY

Jacqueline M. Izzo, Mayor

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

**Oneida County Department of Social Services  
Contractor and Contract Staff  
Confidentiality and Non-Disclosure Agreement**

I, the undersigned, an employee of \_\_\_\_\_, (the  
Name of Contract Agency

“Service Provider”), hereby state that I understand and agree that all information provided to the Service Provider from the Oneida County Department of Social Services staff by paper copies, computer systems or databases, electronic communication or otherwise obtained pursuant to the Agreement entered between the Oneida County Department of Social Services and the Service Provider indicated above, is CONFIDENTIAL, is to be used only for the purposes of performing services required by the Agreement, and must be safeguarded from unauthorized disclosure.

I further understand that such information includes, but is not limited to, any and all information regarding parents or guardians and their children, and all employment, financial, and personal identifying data, including Protected Health Information (PHI) as set forth in HIPAA regulations.

I agree to maintain all such information as CONFIDENTIAL, and I agree to use such information only in the performance of my official duties to perform the functions required by the Agreement, unless otherwise authorized in writing by the Department of Social Services.

I understand that confidential information maintained in and/or obtained from systems/databases such as, but not limited to the Welfare Management system (WMS), Child Support Management System (CSMS/ASSETS), Benefits Issuance Control System (BICS), COGNOS, and Connections are protected by Federal and State statutes and regulations. Access and disclosure of confidential information is strictly limited to authorized employees and legally designated agents, for authorized purposes only in the delivery of program services.

I understand that service providers may not access their own active, closed or archived records or those involving a relative, friend, acquaintance, neighbor, partner or co-worker or other individuals to whom they have no official assignment.

I understand that if my employment is terminated by resignation, retirement or for other reasons or the Service Provider Contract is not renewed, the terms of this Confidentiality and Non-Disclosure Agreement are still binding.

I understand that if I disclose CONFIDENTIAL information in violation of the requirements stated herein, any individual who incurs damages due to the disclosure may recover such damage in a civil action.

I understand that, in addition to any other penalties provided by law, any person who willfully releases or willfully permits the release of any CONFIDENTIAL information as described herein to persons or agencies not authorized under New York State law to receive it shall be guilty of a class A misdemeanor.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

Created 4-24-12

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**ADDENDUM**

THIS ADDENDUM, entered into on this 1st day of January, 2016, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

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

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

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

**1. Executor or Non-Appropriation Clause.**

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

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

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

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

a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an

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- 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).

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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**

*Rome Police Department  
Child Advocacy Center Participation*

# 18901  
1/1/16-12/31/16

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

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

**18. Certification of compliance with the Iran Divestment Act.**

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

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

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

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

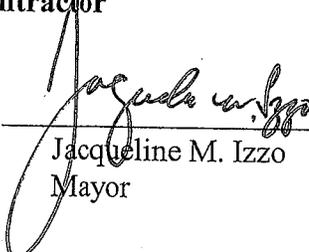
The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears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

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

**County of Oneida**

By: \_\_\_\_\_  
Anthony J. Picente, Jr.  
Oneida County Executive

**Contractor**

By:  \_\_\_\_\_  
Jacqueline M. Izzo  
Mayor

Approved:

\_\_\_\_\_  
Amanda Lynn Cortese  
Special Assistant County Attorney

COMMON COUNCIL

APRIL 13, 2016

RESOLUTION NO. 60

ACCEPTING DONATION PRESENTED TO THE  
CITY OF ROME POLICE DEPARTMENT BY THE LAKE DELTA KIWANIS.

By Councilor \_\_\_\_\_:

WHEREAS, the Lake Delta Kiwanis has contacted the City of Rome Police Department with the offer to donate 100 teddy bears to be used by the Police Department in situations involving children, and

WHEREAS, the Rome City Charter states that the Common Council must authorize and accept donations made to the City of Rome on behalf of the City of Rome, now, therefore,

BE IT RESOLVED, by the Common Council of the City of Rome, New York, that a donation of 100 teddy bears from the Lake Delta Kiwanis shall be gratefully accepted by the City of Rome for use in situations where children could use a "buddy", and

BE IT FURTHER RESOLVED, that the Common Council hereby expresses its appreciation to the Lake Delta Kiwanis for the donation of 100 teddy bears to be used by the Rome Police Department for distribution by officers to child victims at times of crisis when comfort is needed.

Seconded by Councilor \_\_\_\_\_.

AYES & NAYS:     Trifeletti\_\_\_ Mortise\_\_\_ Rogers\_\_\_ Parsons\_\_\_ Anderson\_\_\_  
                          Dursi\_\_\_ DiMarco\_\_\_

ADOPTED:

DEFEATED:

RESOLUTION NO. 61

RESOLUTION ESTABLISHING THE CITY OF ROME AS LEAD AGENCY FOR THE  
AMENDED NORTHWEST ROME WATER SYSTEM IMPROVEMENT PROJECT AND  
CALLING FOR A COORDINATED REVIEW WITH ALL INVOLVED AGENCIES

By Councilor \_\_\_\_\_ :

WHEREAS, The City of Rome, New York approved Ordinance No. 8941A on June 25, 2014 and approved a Negative Declaration – Notice of Determination of Non-Significance, dated March 12, 2015, for the Northwest Rome Water System Improvement Project; and

WHEREAS, the City of Rome, New York as lead agency, proposes to amend the original project to increase the scope and to change location of the tank and pump station site as follows: New location and parcel for the elevated water storage tank and pump station. Increased scope – new water mains within the public right of way on the following roads: approximately 8,500 lineal feet of 12-inch line along NYS route 46 and 49 from Seifert Road to the Erie Canal Village; approximately 4,100 lineal feet of 8-inch line along Townline Road (1,500 feet) and NYS Route 46 (2,600 feet) west to Penny Street, 12-inch line on Seifert Rd. from NYS 46/49 to approximately 1,000 feet beyond Shakes Road, County Route 60- Elmer Hill Road (North of Williams Road) approximately 2,300 feet, County Route 60- Elmer Hill Road (South of Williams Road) to subdivision Glen Road approximately 2,850 feet, water main to allow connection between three (3) subdivisions, Glen Road (NYS Route 26) Bishop Road (County Route 60-Elmer Hill Road) and Northgate Drive (Williams Road) approximately 1,100 feet; Tannery Road extension from Oswego Road/Turin Road intersection to NYS 46/49 Verona boundary line approximately, 1,100 feet; and

WHEREAS, the City of Rome, New York has made a preliminary determination the above action is a Type I Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act; and

WHEREAS, the City of Rome, New York has completed Part I of the full Environmental Assessment Form (EAF), including a list of all involved agencies that the City could identify; and

WHEREAS, the City of Rome, New York will transmit Part I of the full EAF to all involved agencies and notify them that a lead agency must be agreed upon within 30 calendar days of the date the EAF was transmitted to them; and

WHEREAS, the City of Rome, New York must determine the significance of the action within 20 calendar days of its establishment as lead agency, or within 20 calendar days of its receipt of all information it may reasonably need to make the determination of significance; and

WHEREAS, the City of Rome, New York has determined Scoping is not required; and

WHEREAS, the City of Rome, New York will prepare, file, and publish its determination of significance pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act; now, therefore

BE IT RESOVED, the Common Council of the City of Rome, New York hereby authorizes and approves this Resolution, establishing the City of Rome, New York as lead agency for the amended Northwest Rome Water System Improvement Project and calling for a coordinated review with all involved agencies.

Seconded by Councilor \_\_\_\_\_.

AYES & NAYS:     Trifeletti\_\_\_ Mortise\_\_\_ Rogers\_\_\_ Parsons\_\_\_ Anderson\_\_\_  
                          Dursi\_\_\_ DiMarco\_\_\_

ADOPTED:

DEFEATED:

RESOLUTION NO. 62

AUTHORIZING A REVISION TO THE NAVIGATION CENTER AND  
ROD MILL REUSE STRATEGY CAPITOL PROJECTS TO INCLUDE  
ADDITIONAL FUNDING SOURCES AND USES

By Councilor \_\_\_\_\_:

WHEREAS, pursuant to Resolution No. 230A, at a regularly scheduled meeting held on December 12, 2012, the Common Council of the City of Rome, New York authorized the Mayor of the City of Rome, New York to establish a capitol account relative to the completion of the "Navigation Center Project" to be constructed and located at the Rod Mill Site on Harbor Way, and to authorize appropriations from said account; and

WHEREAS, the above referenced Resolution was amended pursuant to Resolution No. 111 at a regularly scheduled meeting held on July 23, 2014, so as to clarify the sources and uses of the funding for the project; and

WHEREAS, Edward R. Seelig, Deputy Director of the Department of Community and Economic Development, has requested authorization to amend the Rod Mill Capitol Account so as to include additional funding sources and uses; now, therefore

BE IT RESOVED, that the following revisions to the Navigation Center and Rod Mill Reuse Strategy Capital Project be and are hereby authorized, in order to include additional funding sources and uses:

**Source of Funding**

Department of State	\$393,060
NYS Canals	\$225,000
NYS EFC GIGP	\$660,000
2013 Streets Bond	\$200,000
2014 Contract Services	\$20,000
City of Rome in kind services contribution (NEW)	\$60,000

<b>Department of State</b>	<b>\$75,000</b>
<b>NYS Canals</b>	<b><u>\$125,000</u></b>
Total	\$1,758,060

**Uses of Funding**

Navigation Center Phase I (foundation and roof)	\$393,060
Docking & boat launch	\$225,000
Storm water infrastructure	\$660,000

Standard site paving	\$200,000
City of Rome salaries and wages	\$60,000
Bio-retension plantings (NEW)	\$20,000
<b>Docking &amp; promenade connections</b>	<b>\$75,000</b>
<b>Navigation Center Phase II (fit-out)</b>	<b><u>\$125,000</u></b>
Total Uses	\$1,758,060

Seconded by Councilor \_\_\_\_\_.

AYES & NAYS:    Trifeletti \_\_\_ Mortise \_\_\_ Rogers \_\_\_ Parsons \_\_\_ Anderson \_\_\_  
                           Dursi \_\_\_ DiMarco \_\_\_

ADOPTED:

DEFEATED:

**(Changes are in bold)**

RESOLUTION NO. 63

ADOPTING THE NEW YORK STATE UNIFIED  
SOLAR PERMIT APPLICATION

By Councilor \_\_\_\_\_:

WHEREAS, New York State has generated a unified permit process designed to streamline the municipal permitting process which will reduce costs for solar projects and support the growth of clean energy jobs across the state; and

WHEREAS, the City of Rome, New York is desirous of participating in the unified permitting process, thereby increasing the City's eligibility for various incentives and grants through the New York State Energy Research and Development Authority; now, therefore,

BE IT RESOLVED, by the Common Council of the City of Rome, New York, that the New York State Unified Solar Permit Application, attached hereto as Exhibit 1, is hereby adopted by the City of Rome for use by the Department of Code Enforcement for small-scale roof mounted solar electric systems; and

BE IT FURTHER RESOLVED, by the Common Council of the City of Rome, New York, that the Deputy Planning Director is hereby authorized to complete the Unified Solar Permit Grant Application to allow for the City of Rome to receive a grant award up to \$5,000 from New York State for the adoption of the United Solar Permit Application; and

BE IT FURTHER RESOLVED, by the Common Council of the City of Rome, New York, that this resolution shall take effect immediately and a copy of this resolution, with Exhibit 1, shall be provided to both the Department of Codes Enforcement and the Department for Community and Economic Development.

Seconded by Councilor: \_\_\_\_\_

AYES & NAYS: Trifeletti \_\_\_ Mortise \_\_\_ Rogers \_\_\_ Parsons \_\_\_ Anderson \_\_\_  
Dursi \_\_\_ DiMarco \_\_\_

ADOPTED:                      DEFEATED:

## New York State Unified Solar Permit

Expedited Solar Permit Process for Small-Scale Roof-Mounted Residential and Commercial Solar Electric

### Requirements for Application Submittal - Part A

For use in all New York State counties with the exception of Nassau County and Suffolk County.

The expedited solar permitting process uses a unified permit across participating municipalities in New York State.

A combined building and electrical permit for a grid-tied solar electric system will be issued pending proper completion of forms, submission of approved plans and approval by municipality. All applicants must submit:

#### 1. Unified Solar Permit for Small-Scale Solar Electric Systems Eligibility Checklist - PART B

#### 2. 2 set of plans that include:

- Site Plan showing location of major components of solar system and other equipment on roof or legal accessory structure. This plan should represent relative location of components at site, including, but not limited to, location of array, existing electrical service location, utility meter, inverter location, system orientation and tilt angle. This plan should show access and pathways that are compliant with New York State Fire Code, if applicable.
- One-Line or 3-Line Electrical Diagram as required by:  
NYSERDA or Utility
- Specification Sheets for all manufactured components. If these sheets are available electronically, a web address will be accepted in place of an attachment, at the discretion of the municipality.
- All diagrams and plans must be prepared by a PE or RA as required by New York State law and include the following:  
(a) Project address, section, block and lot number of the property; (b) Owner's name, address and phone number; (c) Name, address and phone number of the person preparing the plans; and (d) System capacity in kW-DC.

#### 3. Unified Solar Permit for Small-Scale Solar Electric Systems Application - PART C

#### 4. Permit Fee Amount

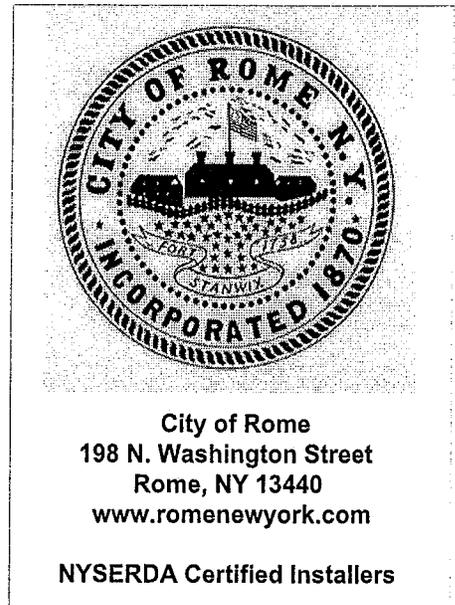
\$100.00

#### Permit Review and Inspection Timeline

Permit determinations will be issued within 14 calendar days upon receipt of complete and accurate applications. The municipality will provide feedback within 7 calendar days of receiving incomplete or inaccurate applications. If an inspection is required, a single inspection should be sufficient and will be provided within 7 calendar days of inspection request.

The NY-Sun Initiative, a dynamic public-private partnership, will drive growth of the solar industry and make solar technology more affordable for all New Yorkers.

**Visit [ny-sun.ny.gov](http://ny-sun.ny.gov) for more information on the NY-Sun initiative.**



**Eligibility Checklist – Part B**

**To determine if you are eligible for the expedited permitting process, answer the questions below.**

- Yes  No 1. Solar installation has a rated capacity of 12 kW or less.
- Yes  No 2. Solar installation is not subject to review by an Architectural or Historical Review Board.
- Yes  No 3. Solar installation does not need a zoning variance or special use permit/conditional use permit.
- Yes  No 4. Solar installation is to be mounted on a permitted roof structure of a building, or on a legal accessory structure. If on a legal accessory structure, a diagram showing existing electrical connection to structure is attached.
- Yes  No 5. Solar installation is compliant with all applicable electrical and building codes.
- Yes  No 6. Solar installation is compliant with New York State Fire Code.
- Yes  No 7. The Solar Installation Contractor complies with all licensing and other requirements of the jurisdiction and the State.
- Yes  No 8. The proposed equipment is permitted by code and equipment meets all relevant certification standards.
- Yes  No 9. The solar electric system and all components will be installed per the manufacturer's specifications.
- Yes  No 10. The project will comply with adopted National Electrical Code® requirements.
- Yes  No 11. The roof has no more than a single layer of roof covering (in addition to the solar equipment).
- Yes  No 12. The system is to be mounted parallel to the roof surface, or tilted with no more than an 18 inch gap between the module frame and the roof surface.
- Yes  No 13. The system will have a distributed weight of less than 5 pounds per square foot and less than 45 pounds per attachment point to roof.

If you answered "No" to any of Questions 1-10, you are not eligible to participate in the expedited permitting process and must go through the standard permitting process dictated by the municipality. If you answered "No" to any of Questions 11-13, in order to use this form, in addition to other New York State PA or RA requirements, you must provide a letter from a Professional Engineer or Registered Architect certifying that the existing structure can support the additional weight and wind loads of the solar electric system. If you answered "Yes" to all of the above questions, please sign below to affirm that all answers are correct, and you have met all the conditions and requirements to participate in this expedited process.

\_\_\_\_\_  
Property Owner's Signature

\_\_\_\_\_  
Date

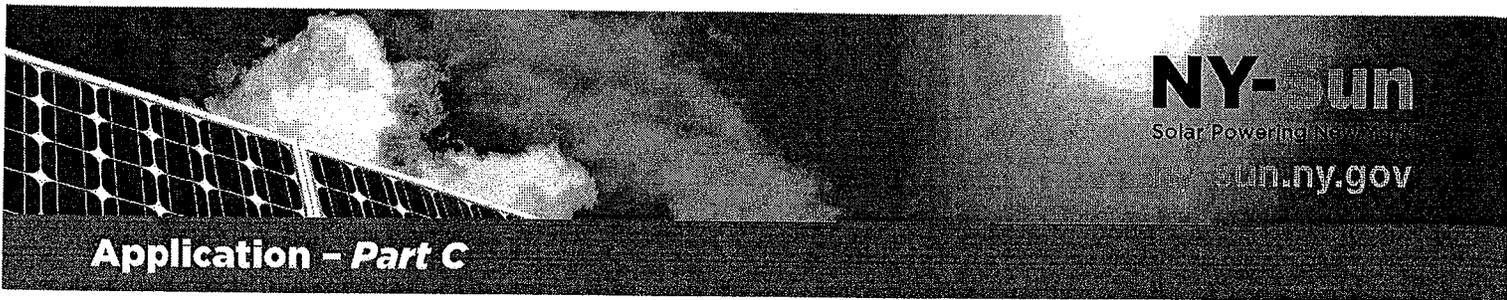
\_\_\_\_\_  
Solar Installation Contractor Signature

\_\_\_\_\_  
Date

The NY-Sun Initiative, a dynamic public-private partnership, will drive growth of the solar industry and make solar technology more affordable for all New Yorkers.

**Visit [ny-sun.ny.gov](http://ny-sun.ny.gov) for more information on the NY-Sun initiative.**





# Application - Part C

## 1. Property Owner:

Property Owner's Name \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_

Property Address \_\_\_\_\_

Section \_\_\_\_\_ Block \_\_\_\_\_ Lot Number \_\_\_\_\_

## 2. Existing Use:

Single Family  2-4 Family  Commercial  Other \_\_\_\_\_

## 3. Provide the total system capacity rating (sum of all panels)

Solar Electric System: \_\_\_\_\_ kW-DC

## 4. Solar Installation Contractor and Electrician:

Installer Business Name \_\_\_\_\_

Installer Business Address \_\_\_\_\_

Installer Contact Name \_\_\_\_\_ Installer Phone Number \_\_\_\_\_

Installer License Number(s) \_\_\_\_\_ Installer Email \_\_\_\_\_

Electrician Business Name \_\_\_\_\_ Electrician License Number \_\_\_\_\_

## 5. What is the existing roofing material?

\_\_\_\_\_

## 6. Provide method and type of weatherproofing for roof penetrations (i.e., flashing, caulk).

\_\_\_\_\_

## 7. Is the mounting structure an engineered product designed to mount solar electric modules? Yes No

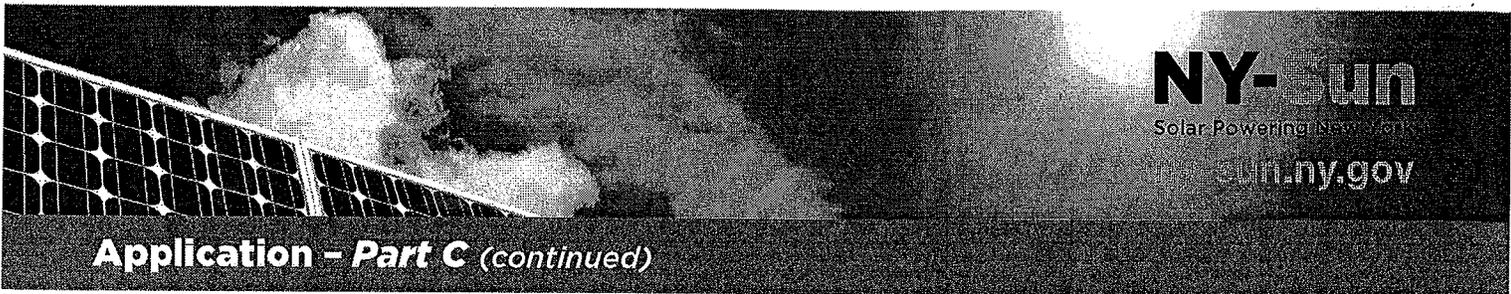
If no, provide details of structural attachment in a letter certified by a design professional.

*continued >*

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**Visit [ny-sun.ny.gov](http://ny-sun.ny.gov) for more information on the NY-Sun initiative.**





**Application - Part C (continued)**

**8. For manufactured mounting systems, provide the following information about the mounting system:**

- a. Mounting System Manufacturer \_\_\_\_\_
- b. Product Name and Model Number \_\_\_\_\_
- c. Total Weight of Solar Electric Modules and Rails \_\_\_\_\_ lbs.
- d. Total Number of Attachment Points \_\_\_\_\_
- e. Weight per Attachment Point (c ÷ d) \_\_\_\_\_ lbs.
- f. Maximum Spacing Between Attachment Points on a Rail \_\_\_\_\_ inches  
(see product manual for maximum spacing allowed based on maximum design wind speed)
- g. Total Surface Area of Solar Electric Modules (square feet) \_\_\_\_\_ ft<sup>2</sup>
- h. Distributed Weight of Solar Electric Module on Roof (c ÷ g) \_\_\_\_\_ lbs./ft<sup>2</sup>

**9. Indicate quantity, brand, make and model of the:**

Inverter(s):

Quantity	Make	Model
----------	------	-------

Modules:

Quantity	Make	Model
----------	------	-------

Please sign below to affirm that all answers are correct and that you have met all the conditions and requirements to participate in this expedited process.

Property Owner's Signature	Date
----------------------------	------

Solar Installation Contractor Signature	Date
---	------

The NY-Sun Initiative, a dynamic public-private partnership, will drive growth of the solar industry and make solar technology more affordable for all New Yorkers.  
**Visit [ny-sun.ny.gov](http://ny-sun.ny.gov) for more information on the NY-Sun initiative.**



ORDINANCE NO. 9079

AUTHORIZING MAYOR OF THE CITY OF ROME TO APPROVE  
THE SALE OF CITY OWNED PARCEL (7088 BRENNON AVENUE)  
TO BUYER FOR \$651.00.

By Councilor \_\_\_\_\_:

WHEREAS, New York State Real Property Tax Law Section 1166 and Rome Charter Laws 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 5/7 vote of the Rome Common Council, with or without advertising for bids, and;

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

BE IT ORDAINED, that the Mayor of the City of Rome is authorized to convey the property known as 7088 Brennon Avenue to Terry Boshart for \$651.00, and;

BE IT FURTHER ORDAINED, by the Common Council of the City of Rome, that it approves and confirms the sale and conveyance of the real property listed in Exhibit A to Terry Boshart for the monetary consideration listed in Exhibit A, said conveyance to take place following the contingencies hereinafter set forth, and;

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

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. 9079

Seconded by Councilor \_\_\_\_\_.

AYES & NAYS: Trifeletti\_\_\_ Mortise\_\_\_ Rogers\_\_\_ Parsons\_\_\_ Anderson\_\_\_  
Dursi\_\_\_ DiMarco\_\_\_

ORDINANCE NO. 9079

AYES & NAYS: Trifeletti\_\_\_ Mortise\_\_\_ Rogers\_\_\_ Parsons\_\_\_ Anderson\_\_\_  
Dursi\_\_\_ DiMarco\_\_\_

ADOPTED:

DEFEATED:

EXHIBIT "A"

TAX MAP NO: 243.072-0001-012

PROPERTY ADDRESS: 7088 Brennon Avenue

CONSIDERATION: \$651.00

BUYER: Terry Boshart

ORDINANCE NO. 9080

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO EXECUTE DOCUMENTS NECESSARY TO GRANT AN EASEMENT TO NATIONAL GRID SO AS TO ALLOW ELECTRIC SERVICE TO SOLAR SITE ON LAMPHEAR ROAD

By Councilor \_\_\_\_\_:

WHEREAS, Frederick Schmidt, Commissioner of the Department of Public Works, for the City of Rome, New York has recommended that the Mayor be authorized to execute any and all documents necessary to grant an easement to National Grid so as to allow electric service to the solar site on Lamphear Road; and

WHEREAS, the City of Rome wishes to grant such an Easement; now therefore; and

BE IT ORDAINED, by the Common Council of the City of Rome, that the Mayor is hereby authorized to grant an easement to National Grid, so as to allow electric service to the solar site on Lamphear Road, and pursuant to the attached "Grant of Easement", which is made part of this Resolution; and

BE IT FURTHER ORDAINED, by the City of Rome Common Council that this Ordinance shall take effect immediately upon approval of this Ordinance.

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. 9080

Seconded by Councilor \_\_\_\_\_.

AYES & NAYS: Trifeletti \_\_\_ Mortise \_\_\_ Rogers \_\_\_ Parsons \_\_\_ Anderson \_\_\_  
Dursi \_\_\_ DiMarco \_\_\_

ORDINANCE NO. 9080

AYES & NAYS: Trifeletti \_\_\_ Mortise \_\_\_ Rogers \_\_\_ Parsons \_\_\_ Anderson \_\_\_  
Dursi \_\_\_ DiMarco \_\_\_

ADOPTED:

DEFEATED:

## GRANT OF EASEMENT

CITY OF ROME of 198 North Washington Street, Rome, New York 13440 (hereinafter referred to as "Grantor"), for consideration of One Dollar (\$1.00), and other valuable considerations paid, the receipt and sufficiency of which are hereby acknowledged under seal, hereby grants to **NIAGARA MOHAWK POWER CORPORATION**, a New York corporation, having an address at 300 Erie Boulevard West, Syracuse, New York 13202 (hereinafter referred to as "Grantee"), for Grantee and its lessees, licensees, successors, and assigns, the perpetual right and easement as described in Section 1 below (the "Easement") in, under, through, over, across, and upon the Grantor's land, as described in Section 2 below (the "Grantor's Land").

**Section 1 – Description of the Easement.** The "Easement" granted by the Grantor to the Grantee consists of a perpetual easement and right-of-way, with the right, privilege, and authority to:

a. Construct, reconstruct, relocate, extend, repair, maintain, operate, inspect, patrol, and, at its pleasure, remove any poles or lines of poles, supporting structures, cables, crossarms, overhead and underground wires, guys, guy stubs, insulators, transformers, braces, fittings, foundations, anchors, lateral service lines, communications facilities, and other fixtures and appurtenances (collectively, the "Facilities"), which the Grantee shall require now and from time to time, for the transmission and distribution of high and low voltage electric current and for the transmission of intelligence and communication purposes, by any means, whether now existing or hereafter devised, for public or private use, in, upon, over, under, and across that portion of the Grantor's Land described in Section 3 below (the "Easement Area"), and the highways abutting or running through the Grantor's Land, and to renew, replace, add to, and otherwise change the Facilities and each and every part thereof and the location thereof within the Easement Area, and utilize the Facilities within the Easement Area for the purpose of providing service to the Grantor and others;

b. From time to time, without further payment therefore, clear and keep cleared, by physical, chemical, or other means, the Easement Area of any and all trees, vegetation, aboveground or belowground structures, improvements, or other obstructions and trim and/or remove other trees and vegetation adjacent to the Easement Area that, in the opinion of the Grantee, may interfere with the construction, operation, and maintenance of the Facilities. The first clearing may be for less than the full width and may be widened from time to time to the full width;

c. Excavate or change the grade of the Grantor's Land as is reasonable, necessary, and proper for any and all purposes described in this Section 1; provided, however, that the Grantee will, upon completion of its work, backfill and restore any excavated areas to reasonably the same condition as existed prior to such excavation; and

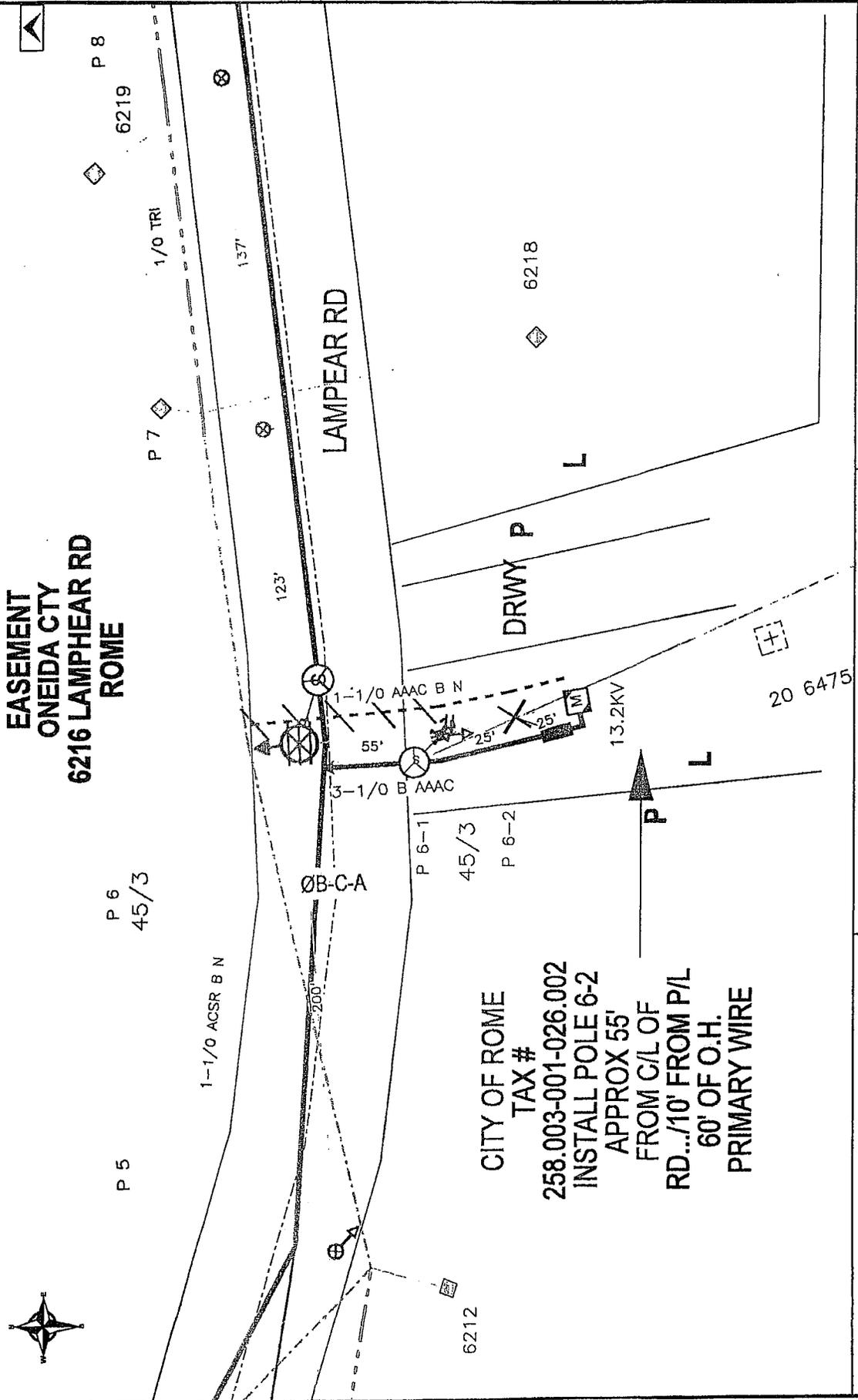
d. Pass and repass along the Easement Area to and from the adjoining lands and pass and repass over, across, and upon the Grantor's Land to and from the Easement Area, and construct, reconstruct, relocate, use, and maintain such footbridges, causeways, and ways of access, if any, thereon, as is reasonable and necessary in order to exercise to the fullest extent the Easement.

**Section 2 – Description of Grantor's Land.** The "Grantor's Land" is described in a certain Deed recorded in the Oneida County Clerk's Office on 11/25/2014, Instrument No. 2014-017012, and consists of land described as being part of Tax Parcel No. 258.003-0001-026.002 of the City of Rome, County of Oneida, New York, commonly known as 6216 Lamphear Road.

**Section 3 – Location of the Easement Area.** The "Easement Area" shall consist of a portion of the Grantor's Land 20 feet in width throughout its extent, the centerline of the Easement Area being the centerline of the Facilities. The general location of the Easement Area is shown on the sketch entitled "18-15-18496498", which sketch is attached hereto as Exhibit A and recorded herewith, copies of which are in the possession of the Grantor and the Grantees. The final and definitive location(s) of the Easement Area shall become established by and upon the final installation and erection of the Facilities by the Grantees in substantial compliance with Exhibit A hereto.

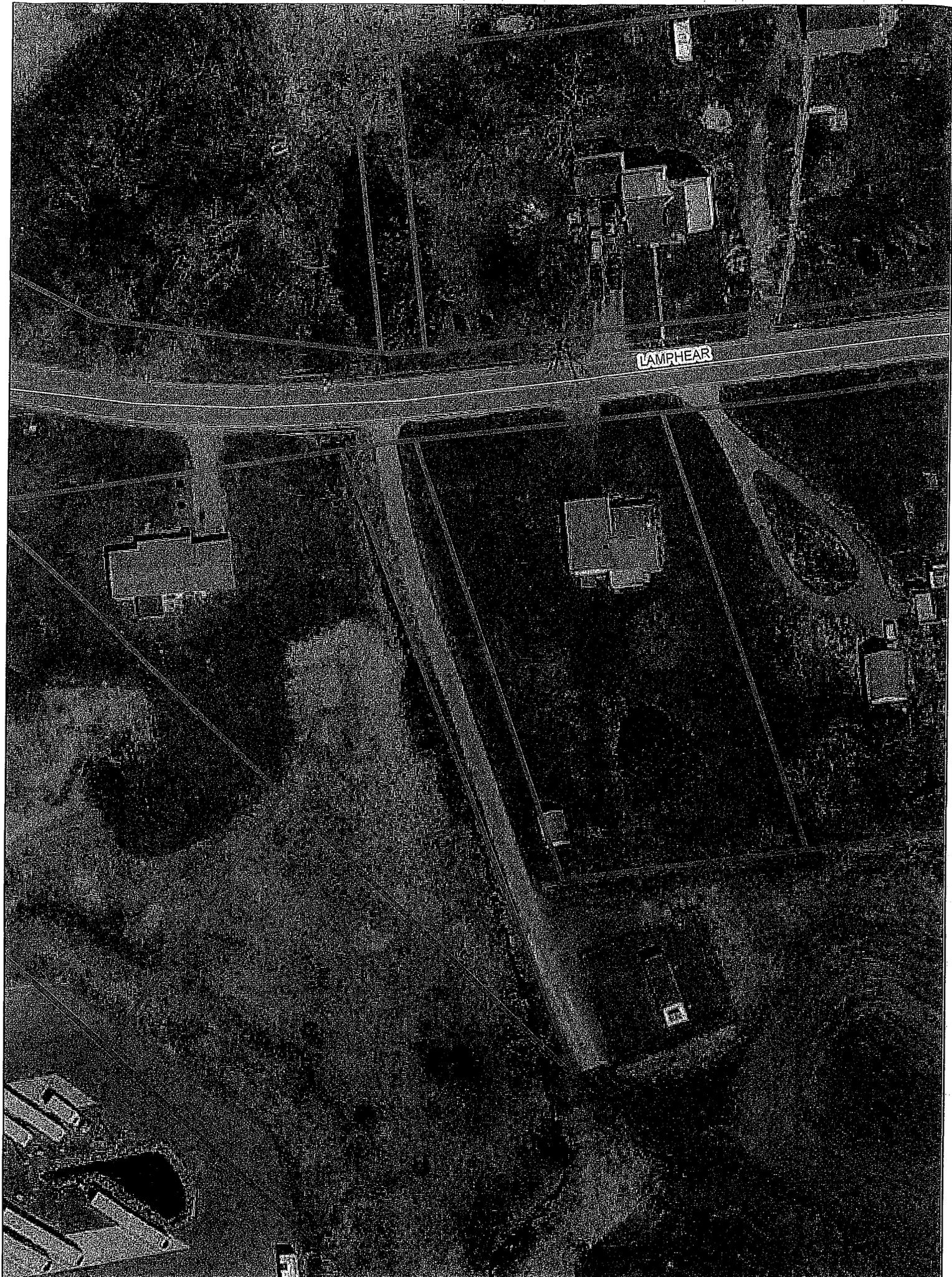
**Section 4 – Facilities Ownership.** It is agreed that the Facilities shall remain the property of the Grantee, its successors and assigns.

**Section 5 – General Provisions.** The Grantor, for itself, its heirs, legal representatives, successors, and assigns, hereby covenants and agrees with the Grantee that no act will be permitted within the Easement Area which is inconsistent with the Easement hereby granted; no buildings or structures, or replacements thereof or additions thereto, swimming pools, or obstructions will be erected or constructed above or below grade within the Easement Area; no trees shall be grown, cultivated, or harvested, and no excavating, mining, or blasting shall be undertaken within the Easement Area without the prior written consent of the Grantee; the Easement shall not be modified nor the Easement Area relocated by the Grantor without the



CITY OF ROME  
 TAX #  
 258.003-001-026.002  
 INSTALL POLE 6-2  
 APPROX 55'  
 FROM C/L OF  
 RD.../10' FROM P/L  
 60' OF O.H.  
 PRIMARY WIRE

<b>EASEMENT #:</b> 18496498	<b>EASEMENT SKETCH - EXHIBIT A</b>	<b>NOT TO SCALE</b>
<b>DESIGNER:</b> Elaine Kerner <b>DATE:</b> <b>WORK ORDER #:</b> 18-15-18496498	<b>DEVELOPMENT NAME and LOCATION</b> New commer elect service - 1 nr OH 90 amp 3 pbs 13.2 KV for a distribut	<b>nationalgrid</b> connectio



ORDINANCE NO. 9081

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO EXECUTE DOCUMENTS NECESSARY TO GRANT AN EASEMENT TO NATIONAL GRID SO AS TO ALLOW ELECTRIC SERVICE TO WATER FILTRATION SITE ON STOKES LEE CENTER ROAD

By Councilor \_\_\_\_\_:

WHEREAS, Frederick Schmidt, Commissioner of the Department of Public Works, for the City of Rome, New York has recommended that the Mayor be authorized to execute any and all documents necessary to grant an easement to National Grid so as to allow electric service to the water filtration site on Stokes Lee Center Road; and

WHEREAS, the City of Rome wishes to grant such an Easement; now therefore; and

BE IT ORDAINED, by the Common Council of the City of Rome, that the Mayor is hereby authorized to grant an easement to National Grid, so as to allow electric service to the water filtration site on Stokes Lee Center Road, and pursuant to the attached "Grant of Easement", which is made part of this Resolution; and

BE IT FURTHER ORDAINED, by the City of Rome Common Council that this Ordinance shall take effect immediately upon approval of this Ordinance.

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. 9081

Seconded by Councilor \_\_\_\_\_.

AYES & NAYS: Trifeletti \_\_\_ Mortise \_\_\_ Rogers \_\_\_ Parsons \_\_\_ Anderson \_\_\_  
Dursi \_\_\_ DiMarco \_\_\_

ORDINANCE NO. 9081

AYES & NAYS: Trifeletti \_\_\_ Mortise \_\_\_ Rogers \_\_\_ Parsons \_\_\_ Anderson \_\_\_  
Dursi \_\_\_ DiMarco \_\_\_

ADOPTED:

DEFEATED:

## GRANT OF EASEMENT

**THE CITY OF ROME** of 198 North Washington Street, Rome, New York 13440 (hereinafter referred to as "Grantor"), for consideration of One Dollar (\$1.00), and other valuable considerations paid, the receipt and sufficiency of which are hereby acknowledged under seal, hereby grants to **NIAGARA MOHAWK POWER CORPORATION**, a New York corporation, having an address at 300 Erie Boulevard West, Syracuse, New York 13202 (hereinafter referred to as "Grantee"), for Grantee and its lessees, licensees, successors, and assigns, the perpetual right and easement as described in Section 1 below (the "Easement") in, under, through, over, across, and upon the Grantor's land, as described in Section 2 below (the "Grantor's Land").

**Section 1 – Description of the Easement.** The "Easement" granted by the Grantor to the Grantee consists of a perpetual easement and right-of-way, with the right, privilege, and authority to:

a. Construct, reconstruct, relocate, extend, repair, maintain, operate, inspect, patrol, and, at its pleasure, abandon or remove underground electric facilities including a line or lines of wires or cables (either direct-buried or installed in underground conduits), handholes, manholes, conduit, vaults, junction boxes, pad-mount transformers, housings, connectors, switches and switching equipment, pipes, pedestals, closures, ducts and duct work, markers, cables, connections to overhead and underground wires, any poles or lines of poles, supporting structures, cables, crossarms, overhead and underground wires, guys, guy stubs, insulators, transformers, braces, fittings, foundations, anchors, lateral service lines, communications facilities, and other fixtures and appurtenances (collectively, the "Facilities"), which the Grantee shall require now and from time to time, for the transmission and distribution of high and low voltage electric current and for the transmission of intelligence and communication purposes, by any means, whether now existing or hereafter devised, for public or private use, in, upon, over, under, and across that portion of the Grantor's Land described in Section 3 below (the "Easement Area"), and the highways abutting or running through the Grantor's Land, and to renew, replace, add to, and otherwise change the Facilities and each and every part thereof and the location thereof within the Easement Area, and utilize the Facilities within the Easement Area for the purpose of providing service to the Grantor and others;

b. From time to time, without further payment therefore, clear and keep cleared, by physical, chemical, or other means, the Easement Area of any and all trees, vegetation, roots, aboveground or belowground structures, improvements, or other obstructions and trim and/or remove other trees, roots and vegetation adjacent to the Easement Area that, in the opinion of the Grantee, may interfere with the construction, operation, and maintenance of the Facilities. The first clearing may be for less than the full width and may be widened from time to time to the full width;

c. Excavate or change the grade of the Grantor's Land as is reasonable, necessary, and proper for any and all purposes described in this Section 1; provided, however, that the Grantee will, upon completion of its work, backfill and restore any excavated areas to reasonably the same condition as existed prior to such excavation; and

d. Pass and repass along the Easement Area to and from the adjoining lands and pass and repass over, across, and upon the Grantor's Land to and from the Easement Area, and construct, reconstruct, relocate, use, and maintain such footbridges, causeways, and ways of access, if any, thereon, as is reasonable and necessary in order to exercise to the fullest extent the Easement.

**Section 2 – Description of Grantor's Land.** The "Grantor's Land" is described in a certain Deed recorded in the Oneida County Clerk's Office on 08/15/1935 in Liber 955 of Deeds at Page 418 and consists of land described as being part of Tax Parcel No. 171.001-1-53 of the City of Rome, County of Oneida, and State of New York commonly known as 6105 Stokes-Lee Center Road.

**Section 3 – Location of the Easement Area.** The "Easement Area" shall consist of a portion of the Grantor's Land 20 feet in width throughout its extent, the centerline of the Easement Area being the centerline of the Facilities. The general location of the "Easement Area" is shown on the sketch entitled "18-15-18229715", which sketch is attached hereto as Exhibit A and recorded herewith, copies of which are in the possession of the Grantor and the Grantees. The final and definitive location(s) of the Easement Area shall become established by and upon the final installation and erection of the Facilities by the Grantees in substantial compliance with Exhibit A hereto.

**Section 4 – Facilities Ownership.** It is agreed that the Facilities shall remain the property of the Grantee, its successors and assigns.

**Section 5 – General Provisions.** The Grantor, for itself, its heirs, legal representatives, successors, and assigns, hereby covenants and agrees with the Grantee that no act will be permitted within the Easement Area which is inconsistent with the Easement hereby granted; no buildings or structures, or replacements thereof or additions thereto, swimming pools, or obstructions will be erected or constructed above or below grade within the Easement Area; no trees shall be grown, cultivated, or harvested, and no excavating, mining, or blasting shall be undertaken within the Easement Area without the prior written

consent of the Grantee, it being the intent that the Easement herein conveyed is intended to prohibit the longitudinal or parallel use or occupancy of said Easement Area by surface or subsurface activities or structures which might damage or interfere with the Facilities; the Easement shall not be modified nor the Easement Area relocated by the Grantor without the Grantee's prior written consent; the present grade or ground level of the Easement Area will not be changed by excavation or filling; the Grantee shall quietly enjoy the Grantor's Land; and the Grantor will forever warrant title to the Grantor's Land.

The Grantee, its successors and assigns, are hereby expressly given and granted the right to assign this Easement, or any part thereof, or interest therein, and the same shall be divisible between or among two or more owners, as to any right or rights created hereunder, so that each assignee or owner shall have the full right, privilege, and authority herein granted, to be owned and enjoyed either in common or severally. This Grant of Easement shall at all times be deemed to be and shall be a continuing covenant running with the Grantor's Land and shall inure to and be binding upon the successors, heirs, legal representatives, and assigns of the parties named in this Grant of Easement.

IN WITNESS WHEREOF, the Grantor has duly executed this Grant of Easement under seal this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**THE CITY OF ROME**

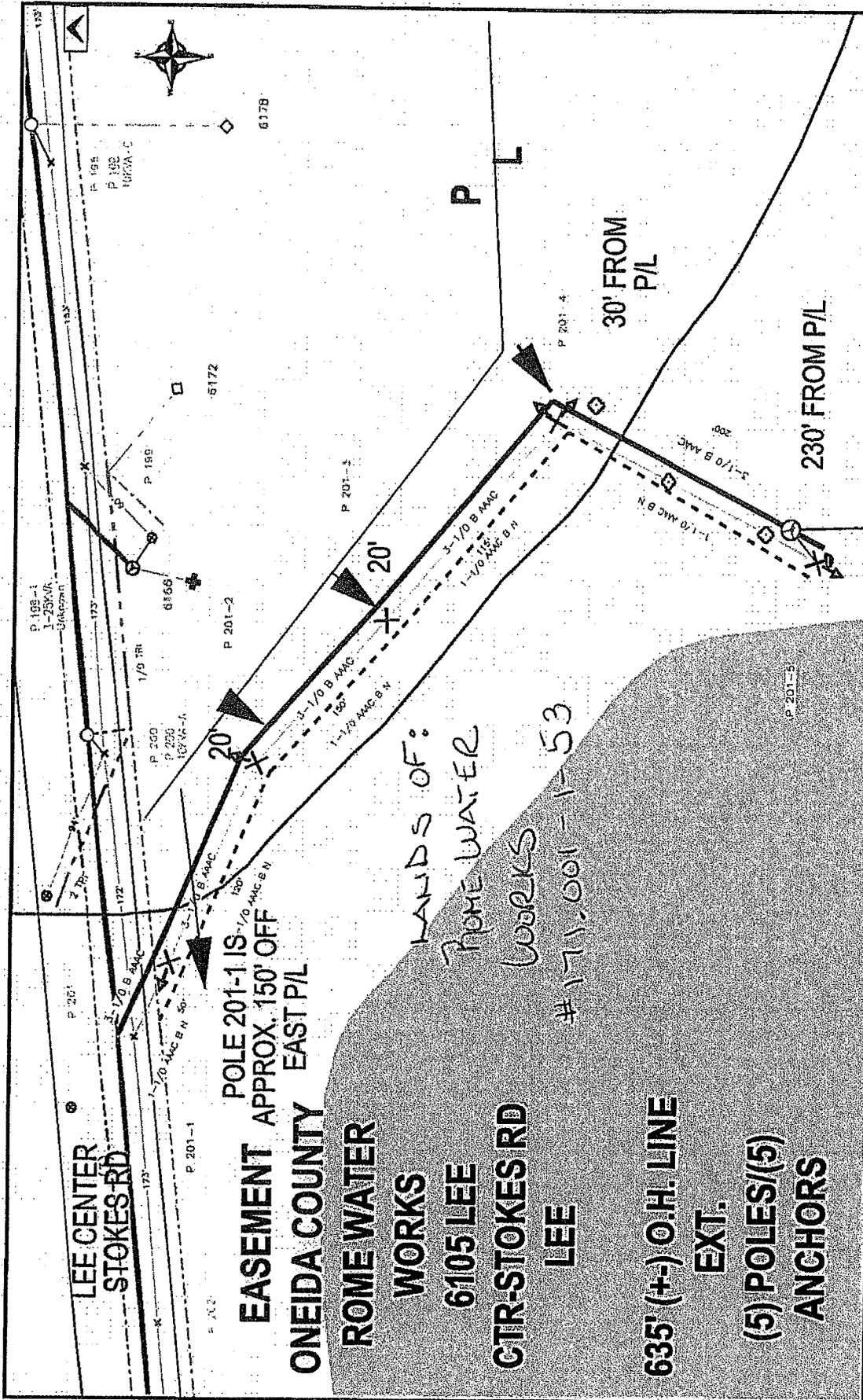
By: \_\_\_\_\_ (L.S.)  
(official's name)

Its: \_\_\_\_\_  
(print individual's name and title)

State of New York            )  
  )        ss:  
County of Oneida            )

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2016, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public



<p><b>EASEMENT #:</b> 18229715</p> <p><b>DESIGNER:</b> Elaine Kerner</p> <p><b>DATE:</b></p> <p><b>WORK ORDER #:</b> 16-15-18229715</p>	<p><b>EASEMENT SKETCH - EXHIBIT A</b></p>	<p><b>NOT TO SCALE</b></p>
<p><b>DEVELOPMENT NAME and LOCATION</b>          NEW ELEC SERVICE- 1 METER 210A 145KV 3 PHASE 277/480 - THIS WILL BE nationalgrid ANTOLET DIST</p>		
<p>SHEET 11 OF 3</p>		

ORDINANCE NO. 9082

AUTHORIZING THE DESIGNATION OF THREE HOUR PARKING LIMIT FOR CITY OWNED PARKING AREA ON HARDING BOULEVARD NORTHEAST OF THE GARDEN/HARDING INTERSECTION.

By Councilor \_\_\_\_\_:

WHEREAS, First Ward Councilor Lori Trifeletti has requested that the City owned parking area on Harding Boulevard, northeast of the Garden/Harding Intersection, be designated as a three (3) hour limit parking area, for public use for recreational activities in the area, and that signs be posted at that location reflecting same; and

WHEREAS, Commissioner of Public Works Frederick Schmidt is of the opinion that said designation will allow residents of Rome the opportunity to participate in recreational activities in the area while keeping the parking time limit to a duration of time which will still ensure the timely turnover of parking spaces to other residents; now, therefore,

BE IT ORDAINED, that the City owned parking area on Harding Boulevard, northeast of the Garden/Harding Intersection, is hereby designated as a three (3) hour limit parking area, pursuant to the attached depiction which more specifically defines said location for parking, and that appropriate signage shall be placed in said parking area to notify the public of said time limit, and that this change shall take effect immediately.

Seconded by \_\_\_\_\_.

By Councilor \_\_\_\_\_:

RESOLVED, that the unanimous consent of this Common Council be, and the same hereby is given to the consideration of Ordinance No. 9082

Seconded by Councilor \_\_\_\_\_.

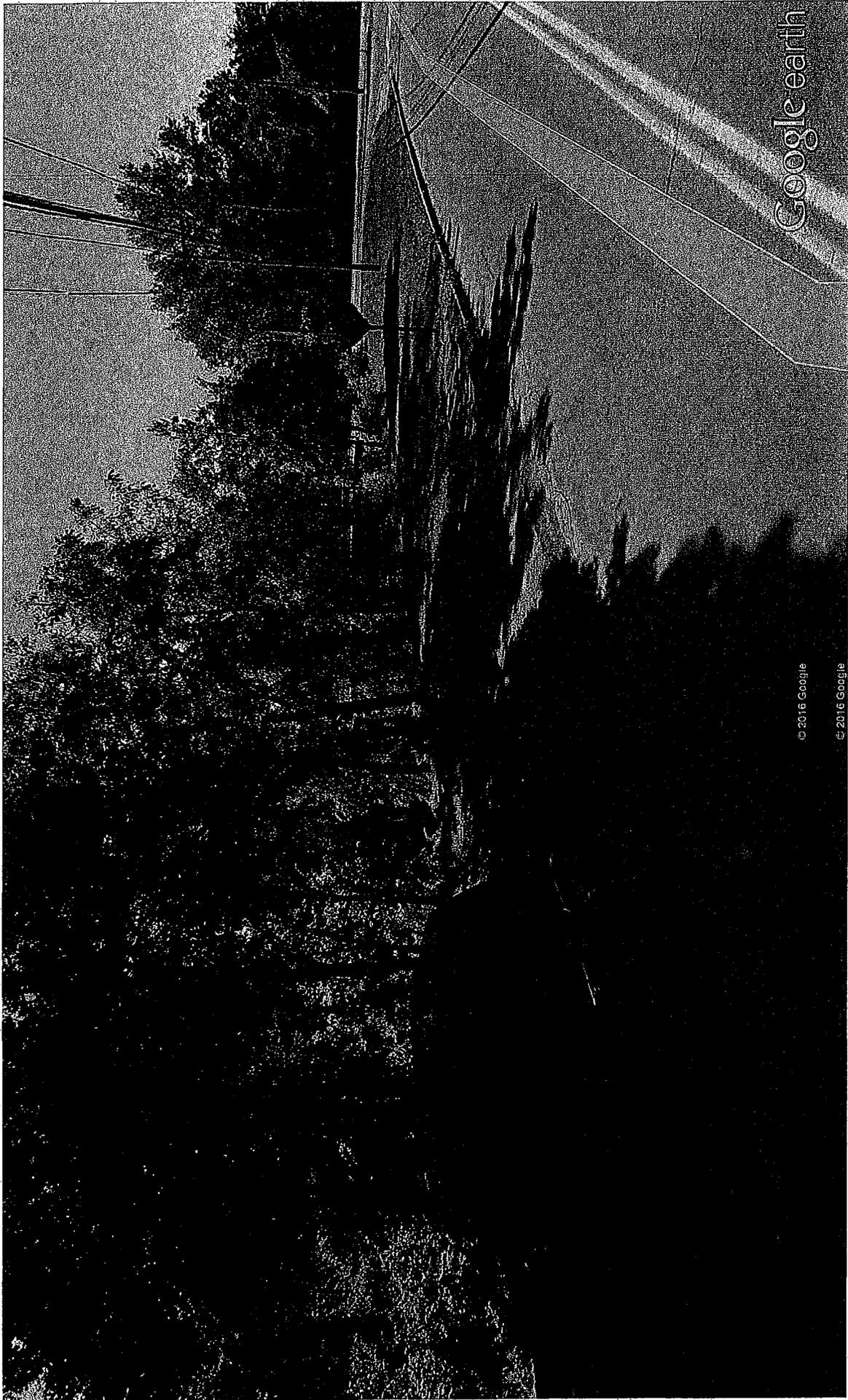
AYES & NAYS: Trifeletti \_\_\_ Mortise \_\_\_ Rogers \_\_\_ Parsons \_\_\_ Anderson \_\_\_  
Dursi \_\_\_ DiMarco \_\_\_

ORDINANCE NO. 9082

AYES & NAYS: Trifeletti \_\_\_ Mortise \_\_\_ Rogers \_\_\_ Parsons \_\_\_ Anderson \_\_\_  
Dursi \_\_\_ DiMarco \_\_\_

ADOPTED:

DEFEATED:



Google earth

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Google earth

feet  
meters

10

4





HARDING

GARDEN