



OFFICE OF THE COMMON COUNCIL

Stephanie Viscelli
President

Louise S. Glasso
City Clerk

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

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

COMMON COUNCIL MEETING REGULAR SESSION

OCTOBER 26, 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 Capitol Civic Center's financial report for quarter ended September 30, 2016 - on file in the City Clerk's Office.

Jervis Library's financial report for quarter ended September 30, 2016 - on file in the City Clerk's Office.

South Rome Senior Citizens' financial report for quarter ended September 30, 2016 - 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. 128

N

AUTHORIZING FORMER OWNERS TO BUY BACK PROPERTY (219 PLEASANT AVENUE) FOR \$7,845.37. Nolan

RES. NO. 129

O

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ACCEPT GRANT IN THE AMOUNT \$400.00 FROM THE NEW YORK STATE GOVERNOR'S TRAFFIC SAFETY COMMITTEE EGRANT. Beach

RES. NO. 130

P

AUTHORIZING THE CITY OF ROME TO DONATE EXCESS LABORATORY EQUIPMENT AT THE WATER POLLUTION CONTROL FACILITY TO THE ROME CITY SCHOOL DISTRICT FOR USE BY SCIENCE CLASSES. Schmidt

RES. NO. 131

R

APPOINTING COMMISSIONERS OF DEEDS. Glasso

RES. NO. 132

S

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ACCEPT GRANT IN THE AMOUNT \$150,000.00 FROM THE LOCAL INITIATIVES SUPPORT CORPORATION. Domenico

13. ORDINANCES

Current Legislation

ORD. NO. 9118

A

AUTHORIZING MAYOR OF THE CITY OF ROME TO APPROVE THE SALE OF CITY OWNED PARCEL (740-42 CALVERT STREET) TO BUYER FOR \$1,500.00. Domenico

ORD. NO. 9119

B

AUTHORIZING MAYOR OF THE CITY OF ROME TO APPROVE THE SALE OF CITY OWNED PARCEL (227 RIDGE STREET) TO BUYER FOR \$500.00. Domenico

ORD. NO. 9120

C

AUTHORIZING MAYOR OF THE CITY OF ROME TO APPROVE THE SALE OF CITY OWNED PARCEL (501 S. JAMES STREET) TO BUYER FOR \$1,000.00. Domenico

ORD. NO. 9121

D

AUTHORIZING MAYOR OF THE CITY OF ROME TO ENTER INTO REHABILITATION AGREEMENT AND APPROVING THE SALE OF A CITY OWNED PARCEL LOCATED AT 7551 OLD FLOYD ROAD FOR \$5,051.00. Domenico

ORD. NO. 9122

E

AUTHORIZING MAYOR OF THE CITY OF ROME TO ENTER INTO REHABILITATION AGREEMENT AND APPROVING THE SALE OF A CITY OWNED PARCEL LOCATED AT 601 N. MADISON STREET FOR \$30,000.00. Domenico

ORD. NO. 9123

F

AUTHORIZING MAYOR OF THE CITY OF ROME TO ENTER INTO REHABILITATION AGREEMENT AND APPROVING THE SALE OF A CITY OWNED PARCEL LOCATED AT 416 W. THOMAS STREET FOR \$7,000.00. Domenico

ORD. NO. 9124

G

AUTHORIZING MAYOR OF THE CITY OF ROME TO ENTER INTO REHABILITATION AGREEMENT AND APPROVING THE SALE OF A CITY OWNED PARCEL LOCATED AT 608 CROTON STREET FOR \$8,650.00. Domenico

ORD. NO. 9125

H

AUTHORIZING MAYOR OF THE CITY OF ROME TO ENTER INTO REHABILITATION AGREEMENT AND APPROVING THE SALE OF A CITY OWNED PARCEL LOCATED AT 909-11 BATAVIA AVENUE FOR \$5,000.00. Domenico

ORD. NO. 9126

I

AUTHORIZING MAYOR OF THE CITY OF ROME TO ENTER INTO REHABILITATION AGREEMENT AND APPROVING THE SALE OF A CITY OWNED PARCEL LOCATED AT 115 E. THOMAS STREET AVENUE FOR \$11,000.00. Domenico

ORD. NO. 9127

J

AUTHORIZING MAYOR OF THE CITY OF ROME TO ENTER INTO REHABILITATION AGREEMENT AND APPROVING THE SALE OF A CITY OWNED PARCEL LOCATED AT 8316 GORE ROAD FOR \$42,200.00. Domenico

ORD. NO. 9128

K

AUTHORIZING MAYOR OF THE CITY OF ROME TO ENTER INTO REHABILITATION AGREEMENT AND APPROVING THE SALE OF A CITY OWNED PARCEL LOCATED AT 420 W. PARK STREET FOR \$3,200.00. Domenico

ORD. NO. 9129

L

AUTHORIZING MAYOR OF THE CITY OF ROME TO ENTER INTO REHABILITATION AGREEMENT AND APPROVING THE SALE OF A CITY OWNED PARCEL LOCATED AT 115 SECOND STREET FOR \$4,000.00. Domenico

ORD. NO. 9130

M

AUTHORIZING MAYOR OF THE CITY OF ROME TO ENTER INTO REHABILITATION AGREEMENT AND APPROVING THE SALE OF A CITY OWNED PARCEL LOCATED AT 620, 622, AND 622 ½ WOODLAND AVENUE FOR \$11,000.00. Domenico

ORD. NO. 9131

Q

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN INTERMUNICIPAL AGREEMENT WITH THE COUNTY OF ONEIDA RELATIVE TO SNOW AND ICE REMOVAL FROM COUNTY HIGHWAYS FOR WINTERS 2016-2017 AND 2017-2018. Schmidt

ORD. NO. 9132

T

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO PURCHASE GULF ROAD PROPERTY. Schmidt

15. TABLED LEGISLATION

ORD. NO. 9115A

B

APPROVING THE ANNUAL BUDGET FOR THE YEAR 2017.

17. ADJOURNMENT

THE NEXT SCHEDULED COMMON COUNCIL MEETING IS NOVEMBER 9, 2016.

09/29/2016 10:58
plisandrelli

Subeck
Real Estate Tax Statement

P 1
txtaxstm

PARCEL: 242.036-0001-047.000-0000

LOCATION: 219 PLEASANT AVE

CURRENT OWNER:
CITY OF ROME
CITY HALL
ROME NY 13440

CURRENT STATUS:
SQ FT: 4,791
LAND VALUATION: 45,100
BUILDING VALUATION: 0
EXEMPTIONS: 0
TAXABLE VALUATION : 45,100

LEGAL DESCRIPTION:

| DEED DATE: | | BOOK/PAGE: | | INTEREST DATE: 10/28/2016 | | |
|------------|------------|------------------|----------|---------------------------|---------|-----------|
| YEAR | TYPE | BILL INST CHARGE | BILLED | PRIN DUE | INT DUE | TOTAL DUE |
| ----- | | | | | | |
| 2017 | RE-R | 705688 | | | | |
| 1 | SCHOOL T | | 674.40 | 674.40 | .00 | 674.40 |
| | LIBRARY T | | 16.87 | 16.87 | .00 | 16.87 |
| | | | 691.27 | 691.27 | .00 | 691.27 |
| 2 | SCHOOL T | | 674.41 | 674.41 | .00 | 674.41 |
| | LIBRARY T | | 16.87 | 16.87 | .00 | 16.87 |
| | | | 691.28 | 691.28 | .00 | 691.28 |
| | | | 1,382.55 | 1,382.55 | .00 | 1,382.55 |
| ----- | | | | | | |
| 2016 | RE-R | 605686 | | | | |
| 1 | SCHOOL TAX | | 324.11 | 324.11 | 58.76 | 382.87 |
| | LIBRARY TA | | 16.11 | 16.11 | 2.92 | 19.03 |
| | | | 340.22 | 340.22 | 61.68 | 401.90 |
| 2 | SCHOOL TAX | | 324.11 | 324.11 | 40.03 | 364.14 |
| | LIBRARY TA | | 16.11 | 16.11 | 1.99 | 18.10 |
| | | | 340.22 | 340.22 | 42.02 | 382.24 |
| | | | 680.44 | 680.44 | 103.70 | 784.14 |
| ----- | | | | | | |
| 2016 | RE-C | 644088 | | | | |
| 1 | GENERAL CI | | 223.82 | 223.82 | 15.67 | 239.49 |
| | INSIDE DIS | | 115.65 | 115.65 | 8.10 | 123.75 |
| | GARBAGE 1 | | 112.50 | 112.50 | 7.88 | 120.38 |
| | SEWER RENT | | 130.27 | 130.27 | 9.12 | 139.39 |
| | WATER RENT | | 208.84 | 208.84 | 14.62 | 223.46 |
| | | | 791.08 | 791.08 | 55.39 | 846.47 |
| 2 | GENERAL CI | | 223.82 | 223.82 | .00 | 223.82 |
| | INSIDE DIS | | 115.65 | 115.65 | .00 | 115.65 |
| | GARBAGE 1 | | 112.50 | 112.50 | .00 | 112.50 |

SEWER RENT 130.27 130.27 .00 130.27
 09/29/2016 10:58 | --- | --- | p 8 2016 | P 2
 plisandrelli | Real Estate Tax statement | txtaxstm

| YEAR | TYPE | BILL INST CHARGE | BILLED | PRIN DUE | INT DUE | TOTAL DUE |
|------|------|------------------|----------|----------|---------|-----------|
| | | WATER RENT | 208.84 | 208.84 | .00 | 208.84 |
| | | | 791.08 | 791.08 | .00 | 791.08 |
| | | | 1,582.16 | 1,582.16 | 55.39 | 1,637.55 |

| YEAR | TYPE | BILL INST CHARGE | BILLED | PRIN DUE | INT DUE | TOTAL DUE |
|------|------------|------------------|----------|----------|---------|-----------|
| 2015 | RE-C | 544086 | | | | |
| 1 | GENERAL CI | | 223.82 | .00 | .00 | PAID |
| | INSIDE DIS | | 115.64 | .00 | .00 | PAID |
| | GARBAGE 1 | | 112.50 | .00 | .00 | PAID |
| | SEWER RENT | | 130.27 | .00 | .00 | PAID |
| | WATER RENT | | 192.20 | .00 | .00 | PAID |
| | | | 774.43 | .00 | .00 | .00 |
| 2 | GENERAL CI | | 223.82 | 223.82 | 40.29 | 264.11 |
| | INSIDE DIS | | 115.65 | 115.65 | 20.82 | 136.47 |
| | GARBAGE 1 | | 112.50 | 112.50 | 20.25 | 132.75 |
| | SEWER RENT | | 130.27 | 130.27 | 23.45 | 153.72 |
| | WATER RENT | | 192.20 | 192.20 | 34.60 | 226.80 |
| | | | 774.44 | 774.44 | 139.41 | 913.85 |
| | | | 1,548.87 | 774.44 | 139.41 | 913.85 |

| YEAR | TYPE | BILL INST CHARGE | BILLED | PRIN DUE | INT DUE | TOTAL DUE |
|------|------------|------------------|----------|----------|---------|-----------|
| 2014 | RE-C | 344097 | | | | |
| 1 | GENERAL CI | | 226.84 | .00 | .00 | PAID |
| | INSIDE DIS | | 114.36 | .00 | .00 | PAID |
| | GARBAGE 1 | | 112.50 | .00 | .00 | PAID |
| | SEWER RENT | | 125.99 | .00 | .00 | PAID |
| | WATER RENT | | 176.88 | .00 | .00 | PAID |
| | | | 756.57 | .00 | .00 | .00 |
| 2 | GENERAL CI | | 226.85 | 226.85 | 68.06 | 294.91 |
| | INSIDE DIS | | 114.36 | 114.36 | 34.31 | 148.67 |
| | GARBAGE 1 | | 112.50 | 112.50 | 33.75 | 146.25 |
| | SEWER RENT | | 125.99 | 125.99 | 32.76 | 158.75 |
| | WATER RENT | | 176.88 | 176.88 | 45.99 | 222.87 |
| | | | 756.58 | 756.58 | 214.87 | 971.45 |
| | | | 1,513.15 | 756.58 | 214.87 | 971.45 |

| YEAR | TYPE | BILL INST CHARGE | BILLED | PRIN DUE | INT DUE | TOTAL DUE |
|------|------------|------------------|--------|----------|---------|-----------|
| 2014 | LIEN | 453 | | | | |
| 1 | SCHOOL TAX | | 890.05 | 890.05 | 44.50 | 934.55 |
| | | | 890.05 | 890.05 | 44.50 | 934.55 |

09/29/2016 10:58
plisandrelli

8 2016
Real Estate Tax Statement

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txtaxstm

| YEAR | TYPE | BILL INST CHARGE | BILLED | PRIN DUE | INT DUE | TOTAL DUE |
|------|------|---------------------|----------|----------|---------|-----------|
| 2013 | RE-C | 344103 | | | | |
| | 1 | GENERAL CI | 226.70 | .00 | .00 | PAID |
| | | INSIDE DIS | 113.12 | .00 | .00 | PAID |
| | | GARBAGE 1 | 112.50 | .00 | .00 | PAID |
| | | SEWER RENT | 122.65 | .00 | .00 | PAID |
| | | WATER RENT | 166.22 | .00 | .00 | PAID |
| | | STUB SEARC | 165.00 | 165.00 | .00 | 165.00 |
| | | ADVERTISIN | 50.00 | 50.00 | .00 | 50.00 |
| | | | 956.19 | 215.00 | .00 | 215.00 |
| | 2 | GENERAL CI | 226.70 | 226.70 | 95.21 | 321.91 |
| | | INSIDE DIS | 113.13 | 113.13 | 47.51 | 160.64 |
| | | GARBAGE 1 | 112.50 | 112.50 | 47.25 | 159.75 |
| | | SEWER RENT | 122.64 | 122.64 | 31.89 | 154.53 |
| | | WATER RENT | 166.23 | 166.23 | 43.22 | 209.45 |
| | | | 741.20 | 741.20 | 265.08 | 1,006.28 |
| | | | 1,697.39 | 956.20 | 265.08 | 1,221.28 |

GRAND TOTALS

9,294.61

7,022.42

822.95

7,845.37

RESOLUTION NO. 129

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ACCEPT GRANT IN THE AMOUNT \$400.00 FROM THE NEW YORK STATE GOVERNOR'S TRAFFIC SAFETY COMMITTEE EGRANT

By Councilor _____:

WHEREAS, Kevin Beach, Chief of the City of Rome Police Department has requested the authorization to accept a grant in the amount of \$400.00 from the New York State Governor's Traffic Safety Committee eGrant, said award is intended to be used for the purchase of Child Safety Passenger miscellaneous supplies; now, therefore

BE IT RESOLVED, by the Common Council of the City of Rome, New York, that the Mayor of Rome and her designees are authorized to accept a grant in the amount of \$400.00, which is intended to be used for the purchase of Child Safety Passenger miscellaneous supplies, as well as execute any and all contracts, documents and instruments necessary to allow the City to accept as well as expend said grant funding, and to fulfill the City of Rome's obligation to receive same; and

BE IT FURTHER RESOLVED, that any funds accepted going forward shall be placed in the account designated by the City Treasurer; and

BE IT FURTHER RESOLVED, the information relative to said award is more specifically described in the attached document, which is made part of this Resolution.

Seconded by Councilor _____.

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

ADOPTED:

DEFEATED:

Any changes to the approved budget must be requested by submitting a program modification budget request on the eGrants system. You MUST wait until the program modification has been approved before incurring the costs. Once a grant amount has been awarded the dollar amount of the grant award CANNOT be increased.

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RESOLUTION NO. 130

AUTHORIZING THE CITY OF ROME TO DONATE EXCESS LABORATORY EQUIPMENT AT THE WATER POLLUTION CONTROL FACILITY TO THE ROME CITY SCHOOL DISTRICT FOR USE BY SCIENCE CLASSES

By Councilor _____:

WHEREAS, the City of Rome, New York has identified excess laboratory equipment at the Water Pollution Control Facility; and

WHEREAS, the City of Rome, New York has contacted the Rome City School District regarding the above referenced surplus equipment; and

WHEREAS, the Rome City School District has voiced interested in accepting excess laboratory equipment at the Water Pollution Control facility, for use by science classes; now, therefore,

BE IT RESOLVED, by the Common Council of the City of Rome, New York, that the City of Rome, New York be and is hereby authorized to donate excess laboratory equipment at the Water Pollution Control Facility to the Rome City School District, for use by science classes, pursuant to the attached listing of equipment to be donated—which is made a part of this Resolution.

Seconded by Councilor _____.

AYES & NAYS: Trifeletti___ Mortise___ Rogers___ Parsons___ Anderson___
Dursi___ DiMarco___

ADOPTED:

DEFEATED:

Jacqueline M. Izzo
Mayor



Richard Kenealy
Chief Operator
David Marino
Working Supervisor

CITY OF ROME
WATER POLLUTION CONTROL FACILITY
7180 E. Dominick St.
Rome, New York 13440-5815
Telephone: (315) 339-7775 Fax: (315) 339-7828
www.romenewyork.com

List of equipment to be donated:

| | |
|--|-----------------|
| Bausch & Lomb Microscope | \$850.00 |
| Fisher Thermix Stirring Hotplate | \$250.00 |
| Wheaton BOD Bottles (24 ea) | \$424.80 |
| Fisherbrand Narrow Mouth Boston Rounds (41 EA) | \$100.00 |
| Pyrex Volumetric Pipets | |
| 24 ea - 10 ml | \$390.00 |
| 13 ea - 5 ml | \$175.08 |
| 9 ea - 3 ml | \$137.06 |
| 12 ea - 2 ml | \$175.08 |
| 3 ea - 1 ml | \$ 43.75 |
| Fisherbrand Standard Taper Pipet (17 ea) | |
| 17 ea - 10 ml | \$252.15 |
| 12 ea - 5 ml | \$146.33 |
| Kimex Precision Burets w/Stopcock (2 ea) | \$ 50.00 |
| Fisherbrand Narrow-Mouth Erlenmeyer Flask | |
| 11 ea. - 250 ml | \$ 60.00 |
| Fisherbrand Amber Glass Dropping Bottles | \$ 8.00 |
| Kimble Kmax Glass Filling Funnels (5 ea) | <u>\$100.00</u> |
| Total | \$3,162.25 |

RESOLUTION NO. 131

APPOINTING COMMISSIONERS OF DEEDS

By _____:

BE IT RESOLVED, by the Common Council of the City of Rome that the following individuals be and are hereby appointed Commissioner of Deeds for the City of Rome, New York, for a term to expire December 31, 2017:

| | |
|----------------------|-----------------------|
| Barbara Calandra | 305 Sam St. |
| Camille Guglielmo | 1608 Bedford St. |
| Anthony Levadoti | 1309 Craig St. |
| Frank Retrosi | 731 W. Bloomfield St. |
| Kimberly Rogers | 5171 Oswego Rd. |
| Cordellia F. Urbanik | 320 Henry St. |

and,

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately.

Seconded by Councilor _____.

AYES & NAYS: Trifeletti___ Mortise___ Rogers___ Parsons___ Anderson___
Dursi___ DiMarco___

ADOPTED:

DEFEATED:

RESOLUTION NO. 132_

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ACCEPT GRANT IN THE AMOUNT \$150,000.00 FROM THE LOCAL INITIATIVES SUPPORT CORPORATION

By Councilor _____.

WHEREAS, Mark Domenico, Chief Code Enforcement Officer, for the City of Rome, New York has requested the authorization to accept a grant in the amount of \$150,000.00 from the Local Initiatives Support Corporation, said award is intended to be used for the sole purpose of supporting the Housing Quality Improvement and Enforcement Programs, in accordance with a final budget and scope of work (to be finalized by Local Initiatives Support Corporation); now, therefore

BE IT RESOLVED, by the Common Council of the City of Rome, New York, that the Mayor of Rome and her designees are authorized to accept a grant in the amount of \$150,000.00, said award is intended to be used for the sole purpose of supporting the Housing Quality Improvement and Enforcement Programs, in accordance with a final budget and scope of work (to be finalized by Local Initiatives Support Corporation), as well as execute any and all contracts, documents and instruments necessary to allow the City to accept as well as expend said grant funding, and to fulfill the City of Rome's obligation to receive same; and

BE IT FURTHER RESOLVED, that any funds accepted going forward shall be placed in the account designated by the City Treasurer; and

BE IT FURTHER RESOLVED, the information relative to said award is more specifically described in the attached document, which is made part of this Resolution.

Seconded by Councilor _____.

AYES & NAYS: Trifeletti___ Mortise___ Rogers___ Parsons___ Anderson___
 Dursi___ DiMarco___

ADOPTED:

DEFEATED:



October 11, 2016

Jaqueline Izzo, Mayor
City of Rome
198 North Washington Street
Rome, New York 13440
mayor@romecitygov.com

Re: LISC Program Action Number: 47391-0001

Dear Ms. Izzo:

Grant Amount; Purpose of the Grant:

I am pleased to inform you that Local Initiatives Support Corporation ("LISC") hereby agrees to provide a grant in the amount of \$150,000.00 (the "Grant") to the City of Rome (the "Grantee"), for the purposes, and on the terms, set forth below. This Grant is a result of the February 11, 2016 Settlement Agreement between Morgan Stanley and the New York Attorney General. This Grant is being made as part of the activities of the New York State Housing Stabilization Fund, a LISC program that is funding the work of Municipalities or their housing or finance agencies to support Housing Quality Improvement and Enforcement Programs, among other activities.

The Grantee acknowledges that in accepting this Grant, Grantee will use the proceeds of the Grant solely to support Housing Quality Improvement and Enforcement Programs in accordance with a final budget and scope of work which LISC will finalize with you in the coming weeks. Accepting the Grant proceeds will be further acknowledgement of Grantee's agreement to the terms and conditions of this letter.

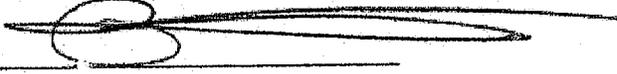
Grant Commitment:

This commitment of Grant funds shall be effective upon the receipt by LISC of a copy of this Grant Agreement signed by a representative of the Grantee, returned by email to grants_contracts@lisc.org, with a copy to HCaloir@lisc.org. Ms. Caloir is your primary program contact at LISC regarding the Grant. Please send a hard copy of the signed Grant Agreement to LISC to the attention of Ms. Caloir. Please contact Ms. Caloir if you have any questions about the Grant. Please note - under Sections 501 and 4945 of the Internal

Revenue Code, the Grant may not be used to carry on propaganda, to attempt to influence legislation, or to participate in, intervene in, or attempt to influence the outcome of, political campaigns or elections. By countersigning this Grant Agreement and returning it to LISC, the Grantee agrees to not use the Grant for purposes prohibited by the preceding two sentences. In its use of Grant funds provided by LISC, the Grantee shall fully comply with all applicable federal, state, local (and any other governmental) laws, executive orders, rules, and regulations, including without limitation anti-discrimination laws, executive orders, rules, and regulations.

Please note - this Grant Agreement must be signed and returned to LISC within thirty (30) days after the date of this Grant Agreement. If such deadline passes, LISC reserves the right to withdraw this Grant Agreement and reprogram the funds.

LOCAL INITIATIVES SUPPORT CORPORATION

Signature: 

Name: Patrick Maher
Vice President &
Deputy General Counsel

Title: _____

Date: October 11, 2016

TERMS OF GRANT ACCEPTED AND AGREED TO:

CITY OF ROME

Authorized Signature: _____

Name: Jaqueline Izzo

Title: Mayor

Date: October ____, 2016

LOCAL INITIATIVES SUPPORT CORPORATION
501 Seventh Avenue, 7th Floor, New York, NY 10018 Phone 212-455-9800 Fax 212-682-5929
WWW.LISC.ORG

ORDINANCE NO. 9118

AUTHORIZING MAYOR OF THE CITY OF ROME TO APPROVE THE SALE OF CITY OWNED PARCEL (740-42 CALVERT STREET) TO BUYER FOR \$1,500.00

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

BE IT ORDAINED, that the Mayor of the City of Rome is authorized to convey 740-42 Calvert Street to the buyer listed in Exhibit A, and;

BE IT FURTHER ORDAINED, by the Common Council of the City of Rome that it approves and confirms the sale and conveyance of 740-42 Calvert Street to Donald Cairo, Jr. for the monetary consideration of \$1,500.00, 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. 9118.

Seconded by Councilor _____.

AYES & NAYS: Trifeletti___ Mortise___ Rogers___ Parsons___ Anderson___
Dursi___ DiMarco___

ORDINANCE NO. 9118

AYES & NAYS: Trifeletti___ Mortise___ Rogers___ Parsons___ Anderson___
Dursi___ DiMarco___

ADOPTED:

DEFEATED:

EXHIBIT "A"

TAX MAP NO: 242.006-0005-045
PROPERTY ADDRESS: 740-42 Calvert Street
CONSIDERATION: \$1,500.00
BUYER: Donald Cairo, Jr.

ORDINANCE NO. 9119

AUTHORIZING MAYOR OF THE CITY OF ROME TO APPROVE THE SALE OF CITY OWNED PARCEL (227 RIDGE STREET) TO BUYER FOR \$500.00

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

BE IT ORDAINED, that the Mayor of the City of Rome is authorized to convey 227 Ridge Street to the buyer listed in Exhibit A, and;

BE IT FURTHER ORDAINED, by the Common Council of the City of Rome that it approves and confirms the sale and conveyance of 227 Ridge Street to Eugene Tamburino for the monetary consideration of \$500.00, 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. 9119.

Seconded by Councilor_____.

AYES & NAYS: Trifeletti___ Mortise___ Rogers___ Parsons___ Anderson___
Dursi___ DiMarco___

ORDINANCE NO. 9119

AYES & NAYS: Trifeletti___ Mortise___ Rogers___ Parsons___ Anderson___
Dursi___ DiMarco___

ADOPTED:

DEFEATED:

EXHIBIT "A"

TAX MAP NO: 242.057-0001-016
PROPERTY ADDRESS: 227 Ridge Street
CONSIDERATION: \$500.00
BUYER: Eugene Tamburino

ORDINANCE NO. 9120

AUTHORIZING MAYOR OF THE CITY OF ROME TO APPROVE THE SALE OF CITY OWNED PARCEL (501 S. JAMES STREET) TO BUYER FOR \$1,000.00

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

BE IT ORDAINED, that the Mayor of the City of Rome is authorized to convey 501 S. James Street to the buyer listed in Exhibit A, and;

BE IT FURTHER ORDAINED, by the Common Council of the City of Rome that it approves and confirms the sale and conveyance of 501 S. James Street to Philip Vescio for the monetary consideration of \$1,000.00, 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. 9120.

Seconded by Councilor_____.

AYES & NAYS: Trifeletti___ Mortise___ Rogers___ Parsons___ Anderson___
Dursi___ DiMarco___

ORDINANCE NO. 9120

AYES & NAYS: Trifeletti___ Mortise___ Rogers___ Parsons___ Anderson___
Dursi___ DiMarco___

ADOPTED:

DEFEATED:

EXHIBIT "A"

TAX MAP NO: 242.073-0002-009
PROPERTY ADDRESS: 501 S. James Street
CONSIDERATION: \$1,000.00
BUYER: Philip Vescio

ORDINANCE NO. 9121

AUTHORIZING MAYOR OF THE CITY OF ROME TO ENTER INTO REHABILITATION AGREEMENT AND APPROVING THE SALE OF A CITY OWNED PARCEL LOCATED AT 7551 OLD FLOYD ROAD FOR \$5,051.00

By Councilor _____:

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

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

BE IT ORDAINED, that the Mayor of the City of Rome is authorized to enter into a Rehabilitation Agreement, prepared and approved by the City of Rome Corporation Counsel and the City of Rome Codes Enforcement Officer, for tax sale property located at 7551 Old Floyd Avenue, Rome, New York, with Ronald Carollo, for the rehabilitation of said property located at 7551 Old Floyd Road, Rome, New York, known as Tax Map No. 225.000-0002-002.002; and

BE IT FURTHER ORDAINED, by the Common Council of the City of Rome that it approves and confirms the sale and conveyance of tax sale property located at 7551 Old Floyd Road, Rome, New York, known as Tax Map No. 225.000-0002-002.002, for consideration of the performance of a Rehabilitation Agreement for said property, and for the total sum of Five Thousand Fifty One and 00/100 Dollars (\$5,051.00), said conveyance to take place following the contingencies hereinafter set forth; and

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

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

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

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

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

Seconded by Councilor _____.
By Councilor _____:

RESOLVED, that the unanimous consent of this Common Council be, and the same hereby is given to the consideration of Ordinance No. 9121.

Seconded by Councilor _____.

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

ORDINANCE NO. 9121

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

ADOPTED:

DEFEATED:

ORDINANCE NO. 9122

AUTHORIZING MAYOR OF THE CITY OF ROME TO ENTER INTO REHABILITATION AGREEMENT AND APPROVING THE SALE OF A CITY OWNED PARCEL LOCATED AT 601 N. MADISON STREET FOR \$30,000.00

By Councilor _____ :

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

WHEREAS, certain City owned parcels of land are in need of rehabilitation and the City desires to sell and convey said real property to a buyer, and obtain a written guarantee from the buyer that he/she will perform and accomplish the necessary rehabilitation within the agreed upon time frame of approximately nine (9) months from the date said rehabilitation agreement is executed; now, therefore,

BE IT ORDAINED, that the Mayor of the City of Rome is authorized to enter into a Rehabilitation Agreement, prepared and approved by the City of Rome Corporation Counsel and the City of Rome Codes Enforcement Officer, for tax sale property located at 601 N. Madison Street, Rome, New York, with Zachery Martin, for the rehabilitation of said property located at 601 N. Madison Street, Rome, New York, known as Tax Map No. 242.026-0001-027; and

BE IT FURTHER ORDAINED, by the Common Council of the City of Rome that it approves and confirms the sale and conveyance of tax sale property located at 601 N. Madison Street, Rome, New York, known as Tax Map No. 242.026-0001-027, for consideration of the performance of a Rehabilitation Agreement for said property, and for the total sum of Thirty Thousand and 00/100 Dollars (\$30,000.00), said conveyance to take place following the contingencies hereinafter set forth; and

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

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

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

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

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

Seconded by Councilor _____.
By Councilor _____:

RESOLVED, that the unanimous consent of this Common Council be, and the same hereby is given to the consideration of Ordinance No. 9122.

Seconded by Councilor _____.

AYES & NAYS: Trifeletti___ Mortise___ Rogers___ Parsons___ Anderson___
Dursi___ DiMarco___

ORDINANCE NO. 9122

AYES & NAYS: Trifeletti___ Mortise___ Rogers___ Parsons___ Anderson___
Dursi___ DiMarco___

ADOPTED:

DEFEATED:

ORDINANCE NO. 9123

AUTHORIZING MAYOR OF THE CITY OF ROME TO ENTER INTO REHABILITATION
AGREEMENT AND APPROVING THE SALE OF A CITY OWNED PARCEL LOCATED
AT 416 W. THOMAS STREET FOR \$7,000.00

By Councilor _____ :

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

WHEREAS, certain City owned parcels of land are in need of rehabilitation and the City desires to sell and convey said real property to a buyer, and obtain a written guarantee from the buyer that he/she will perform and accomplish the necessary rehabilitation within the agreed upon time frame of approximately eight (8) months from the date said rehabilitation agreement is executed; now, therefore,

BE IT ORDAINED, that the Mayor of the City of Rome is authorized to enter into a Rehabilitation Agreement, prepared and approved by the City of Rome Corporation Counsel and the City of Rome Codes Enforcement Officer, for tax sale property located at 416 W. Thomas Street, Rome, New York, with Anthony Gifune, for the rehabilitation of said property located at 416 W. Thomas Street, Rome, New York, known as Tax Map No. 242.033-0002-012; and

BE IT FURTHER ORDAINED, by the Common Council of the City of Rome that it approves and confirms the sale and conveyance of tax sale property located at 416 W. Thomas Street, Rome, New York, known as Tax Map No. 242.033-0002-012, for consideration of the performance of a Rehabilitation Agreement for said property, and for the total sum of Seven Thousand and 00/100 Dollars (\$7,000.00), said conveyance to take place following the contingencies hereinafter set forth; and

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

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

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

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

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

Seconded by Councilor _____.
By Councilor _____:

RESOLVED, that the unanimous consent of this Common Council be, and the same hereby is given to the consideration of Ordinance No. 9123.

Seconded by Councilor _____.

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

ORDINANCE NO. 9123

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

ADOPTED:

DEFEATED:

ORDINANCE NO. 9124

AUTHORIZING MAYOR OF THE CITY OF ROME TO ENTER INTO REHABILITATION AGREEMENT AND APPROVING THE SALE OF A CITY OWNED PARCEL LOCATED AT 608 CROTON STREET FOR \$8,650.00

By Councilor _____:

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

WHEREAS, certain City owned parcels of land are in need of rehabilitation and the City desires to sell and convey said real property to a buyer, and obtain a written guarantee from the buyer that he/she will perform and accomplish the necessary rehabilitation within the agreed upon time frame of approximately nine (9) months from the date said rehabilitation agreement is executed; now, therefore,

BE IT ORDAINED, that the Mayor of the City of Rome is authorized to enter into a Rehabilitation Agreement, prepared and approved by the City of Rome Corporation Counsel and the City of Rome Codes Enforcement Officer, for tax sale property located at 608 Croton Street, Rome, New York, with Ken Leisenring, for the rehabilitation of said property located at 608 Croton Street, Rome, New York, known as Tax Map No. 223.019-0004-084.001; and

BE IT FURTHER ORDAINED, by the Common Council of the City of Rome that it approves and confirms the sale and conveyance of tax sale property located at 608 Croton Street, Rome, New York, known as Tax Map No. 223.019-0004-084.001, for consideration of the performance of a Rehabilitation Agreement for said property, and for the total sum of Eight Thousand Six Hundred Fifty and 00/100 Dollars (\$8,650.00), said conveyance to take place following the contingencies hereinafter set forth; and

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

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

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

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

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

Seconded by Councilor _____.

By Councilor _____:

RESOLVED, that the unanimous consent of this Common Council be, and the same hereby is given to the consideration of Ordinance No. 9124.

Seconded by Councilor _____.

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

ORDINANCE NO. 9124

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

ADOPTED:

DEFEATED:

ORDINANCE NO. 9125

AUTHORIZING MAYOR OF THE CITY OF ROME TO ENTER INTO REHABILITATION AGREEMENT AND APPROVING THE SALE OF A CITY OWNED PARCEL LOCATED AT 909-11 BATAVIA AVENUE FOR \$5,000.00

By Councilor _____:

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

WHEREAS, certain City owned parcels of land are in need of rehabilitation and the City desires to sell and convey said real property to a buyer, and obtain a written guarantee from the buyer that he/she will perform and accomplish the necessary rehabilitation within the agreed upon time frame of approximately three (3) months from the date said rehabilitation agreement is executed; now, therefore,

BE IT ORDAINED, that the Mayor of the City of Rome is authorized to enter into a Rehabilitation Agreement, prepared and approved by the City of Rome Corporation Counsel and the City of Rome Codes Enforcement Officer, for tax sale property located at 909-11 Batavia Avenue, Rome, New York, with Jon and Sara Iannone, for the rehabilitation of said property located at 909-11 Batavia Avenue, Rome, New York, known as Tax Map No. 223.017-0002-081; and

BE IT FURTHER ORDAINED, by the Common Council of the City of Rome that it approves and confirms the sale and conveyance of tax sale property located at 909-11 Batavia Avenue, Rome, New York, known as Tax Map No. 223.017-0002-081, for consideration of the performance of a Rehabilitation Agreement for said property, and for the total sum of Five Thousand and 00/100 Dollars (\$5,000.00), said conveyance to take place following the contingencies hereinafter set forth; and

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

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

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

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

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

Seconded by Councilor _____.
By Councilor _____:

RESOLVED, that the unanimous consent of this Common Council be, and the same hereby is given to the consideration of Ordinance No. 9125.

Seconded by Councilor _____.

AYES & NAYS: Trifeletti___ Mortise___ Rogers___ Parsons___ Anderson___
Dursi___ DiMarco___

ORDINANCE NO. 9125

AYES & NAYS: Trifeletti___ Mortise___ Rogers___ Parsons___ Anderson___
Dursi___ DiMarco___

ADOPTED:

DEFEATED:

ORDINANCE NO. 9126

AUTHORIZING MAYOR OF THE CITY OF ROME TO ENTER INTO REHABILITATION
AGREEMENT AND APPROVING THE SALE OF A CITY OWNED PARCEL LOCATED
AT 115 E. THOMAS STREET AVENUE FOR \$11,000.00

By Councilor _____ :

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

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

BE IT ORDAINED, that the Mayor of the City of Rome is authorized to enter into a Rehabilitation Agreement, prepared and approved by the City of Rome Corporation Counsel and the City of Rome Codes Enforcement Officer, for tax sale property located at 115 E. Thomas Street, Rome, New York, with Ben Salloum, for the rehabilitation of said property located at 115 E. Thomas Street, Rome, New York, known as Tax Map No. 242.043-0001-071; and

BE IT FURTHER ORDAINED, by the Common Council of the City of Rome that it approves and confirms the sale and conveyance of tax sale property located at 115 E. Thomas Street, Rome, New York, known as Tax Map No. 242.043-0001-071, for consideration of the performance of a Rehabilitation Agreement for said property, and for the total sum of Eleven Thousand and 00/100 Dollars (\$11,000.00), said conveyance to take place following the contingencies hereinafter set forth; and

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

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

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

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

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

Seconded by Councilor _____.
By Councilor _____:

RESOLVED, that the unanimous consent of this Common Council be, and the same hereby is given to the consideration of Ordinance No. 9126.

Seconded by Councilor _____.

AYES & NAYS: Trifeletti___ Mortise___ Rogers___ Parsons___ Anderson___
Dursi___ DiMarco___

ORDINANCE NO. 9126

AYES & NAYS: Trifeletti___ Mortise___ Rogers___ Parsons___ Anderson___
Dursi___ DiMarco___

ADOPTED:

DEFEATED:

ORDINANCE NO. 9127

AUTHORIZING MAYOR OF THE CITY OF ROME TO ENTER INTO REHABILITATION AGREEMENT AND APPROVING THE SALE OF A CITY OWNED PARCEL LOCATED AT 8316 GORE ROAD FOR \$42,200.00

By Councilor _____:

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

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

BE IT ORDAINED, that the Mayor of the City of Rome is authorized to enter into a Rehabilitation Agreement, prepared and approved by the City of Rome Corporation Counsel and the City of Rome Codes Enforcement Officer, for tax sale property located at 8316 Gore Road, Rome, New York, with Richard Nellenback, for the rehabilitation of said property located at 8316 Gore Road, Rome, New York, known as Tax Map No. 204.000-0001-002 and 204.000-0001-003; and

BE IT FURTHER ORDAINED, by the Common Council of the City of Rome that it approves and confirms the sale and conveyance of tax sale property located at 8316 Gore Road, Rome, New York, known as Tax Map No. 204.000-0001-002 and 204.000-0001-003, for consideration of the performance of a Rehabilitation Agreement for said property, and for the total sum of Forty Two Thousand Two Hundred and 00/100 Dollars (\$42,200.00), said conveyance to take place following the contingencies hereinafter set forth; and

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

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

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

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

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

Seconded by Councilor _____
By Councilor _____:

RESOLVED, that the unanimous consent of this Common Council be, and the same hereby is given to the consideration of Ordinance No. 9127.

Seconded by Councilor _____.

AYES & NAYS: Trifeletti___ Mortise___ Rogers___ Parsons___ Anderson___
Dursi___ DiMarco___

ORDINANCE NO. 9127

AYES & NAYS: Trifeletti___ Mortise___ Rogers___ Parsons___ Anderson___
Dursi___ DiMarco___

ADOPTED:

DEFEATED:

ORDINANCE NO. 9128

AUTHORIZING MAYOR OF THE CITY OF ROME TO ENTER INTO REHABILITATION
AGREEMENT AND APPROVING THE SALE OF A CITY OWNED PARCEL LOCATED
AT 420 W. PARK STREET FOR \$3,200.00

By Councilor _____:

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

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

BE IT ORDAINED, that the Mayor of the City of Rome is authorized to enter into a Rehabilitation Agreement, prepared and approved by the City of Rome Corporation Counsel and the City of Rome Codes Enforcement Officer, for tax sale property located at 420 W. Park Street, Rome, New York, with Ronald Crever, for the rehabilitation of said property located at 420 W. Park Street, Rome, New York, known as Tax Map No. 242.042-0001-027; and

BE IT FURTHER ORDAINED, by the Common Council of the City of Rome that it approves and confirms the sale and conveyance of tax sale property located at 420 W. Park Street, Rome, New York, known as Tax Map No. 242.042-0001-027, for consideration of the performance of a Rehabilitation Agreement for said property, and for the total sum of Three Thousand Two Hundred and 00/100 Dollars (\$3,200.00), said conveyance to take place following the contingencies hereinafter set forth; and

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

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

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

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

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

Seconded by Councilor _____
By Councilor _____ :

RESOLVED, that the unanimous consent of this Common Council be, and the same hereby is given to the consideration of Ordinance No. 9128.

Seconded by Councilor _____.

AYES & NAYS: Trifeletti___ Mortise___ Rogers___ Parsons___ Anderson___
Dursi___ DiMarco___

ORDINANCE NO. 9128

AYES & NAYS: Trifeletti___ Mortise___ Rogers___ Parsons___ Anderson___
Dursi___ DiMarco___

ADOPTED:

DEFEATED:

ORDINANCE NO. 9129

AUTHORIZING MAYOR OF THE CITY OF ROME TO ENTER INTO REHABILITATION
AGREEMENT AND APPROVING THE SALE OF A CITY OWNED PARCEL LOCATED
AT 115 SECOND STREET FOR \$4,000.00

By Councilor _____:

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

WHEREAS, certain City owned parcels of land are in need of rehabilitation and the City desires to sell and convey said real property to a buyer, and obtain a written guarantee from the buyer that he/she will perform and accomplish the necessary rehabilitation within the agreed upon time frame of approximately eight (8) months from the date said rehabilitation agreement is executed; now, therefore,

BE IT ORDAINED, that the Mayor of the City of Rome is authorized to enter into a Rehabilitation Agreement, prepared and approved by the City of Rome Corporation Counsel and the City of Rome Codes Enforcement Officer, for tax sale property located at 115 Second Street, Rome, New York, with Anthony Gifune, for the rehabilitation of said property located at 115 Second Street, Rome, New York, known as Tax Map No. 242.067-0001-052; and

BE IT FURTHER ORDAINED, by the Common Council of the City of Rome that it approves and confirms the sale and conveyance of tax sale property located at 115 Second Street, Rome, New York, known as Tax Map No. 242.067-0001-052, for consideration of the performance of a Rehabilitation Agreement for said property, and for the total sum of Four Thousand and 00/100 Dollars (\$4,000.00), said conveyance to take place following the contingencies hereinafter set forth; and

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

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

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

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

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

Seconded by Councilor _____.
By Councilor _____:

RESOLVED, that the unanimous consent of this Common Council be, and the same hereby is given to the consideration of Ordinance No. 9129.

Seconded by Councilor _____.

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

ORDINANCE NO. 9129

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

ADOPTED:

DEFEATED:

ORDINANCE NO. 9130

AUTHORIZING MAYOR OF THE CITY OF ROME TO ENTER INTO REHABILITATION AGREEMENT AND APPROVING THE SALE OF A CITY OWNED PARCEL LOCATED AT 620, 622, AND 622 ½ WOODLAND AVENUE FOR \$11,000.00

By Councilor _____ :

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

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

BE IT ORDAINED, that the Mayor of the City of Rome is authorized to enter into a Rehabilitation Agreement, prepared and approved by the City of Rome Corporation Counsel and the City of Rome Codes Enforcement Officer, for tax sale property located at 620, 622, and 622½ Woodland Avenue, Rome, New York, with Ben Salloum, for the rehabilitation of said property located at 620, 622, and 622½ Woodland Avenue, Rome, New York, known as Tax Map No. 242.044-0001-002, 242.044-0001-001, and 242.044-0001-071; and

BE IT FURTHER ORDAINED, by the Common Council of the City of Rome that it approves and confirms the sale and conveyance of tax sale property located at 620, 622, and 622 ½ Woodland Avenue, Rome, New York, known as Tax Map No. 242.044-0001-002, 242.044-0001-001, and 242.044-0001-071 for consideration of the performance of a Rehabilitation Agreement for said property, and for the total sum of Eleven Thousand and 00/100 Dollars (\$11,000.00), said conveyance to take place following the contingencies hereinafter set forth; and

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

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

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

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

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

Seconded by Councilor _____.
By Councilor _____:

RESOLVED, that the unanimous consent of this Common Council be, and the same hereby is given to the consideration of Ordinance No. 9130.

Seconded by Councilor _____.

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

ORDINANCE NO. 9130

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

ADOPTED:

DEFEATED:

ORDINANCE NO. 9131

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN INTERMUNICIPAL AGREEMENT WITH THE COUNTY OF ONEIDA RELATIVE TO SNOW AND ICE REMOVAL FROM COUNTY HIGHWAYS FOR WINTERS 2016-2017 AND 2017-2018

By Councilor _____.

WHEREAS, the Common Council previously adopted legislation authorizing an intermunicipal agreement with the County of Oneida relative to snow and ice removal from County highways, which agreement expired on April 30, 2016; and

WHEREAS, Frederick Schmidt, Commissioner of Public Works for the City of Rome, has recommended that the City of Rome enter into an intermunicipal agreement with the County of Oneida whereby the City of Rome will perform snow and ice control on the improved County road system located within the geographical boundaries of the City consisting of 15.01 miles for the 2016-2017 and 2017-2018 snow seasons, said agreement to commence on November 1, 2016 and expire on April 30, 2018; now, therefore

BE IT RESOLVED, by the Common Council of the City of Rome, New York, that the Mayor of the City of Rome be and is hereby authorized to enter into an intermunicipal agreement with the County of Oneida relative to snow and ice control on the improved County road system located within the geographical boundaries of the City consisting of 15.01 miles for the 2016-2017 and 2017-2018 snow seasons, said agreement to commence on November 1, 2016 to April 30, 2018; and

BE IT FURTHER RESOLVED, that the City of Rome shall be reimbursed for providing such snow and ice removal on the 15.01 miles of County roads in the amount of Six Thousand and 00/100 Dollars (\$6,000.00) per mile, for a total of Ninety Thousand Sixty and 00/100 Dollars (\$90,060.00) each year— for a grand contract total of One Hundred Eighty Thousand One Hundred Twenty and 00/100 Dollars (\$180,120.00), payable as \$15,010.00 per month (total cost divided by twelve months) for the 2016-2018 snow removal season, payments shall be made as follows:

The first payment for the 2016-2017 snow season shall be made on or about February 15, 2017. This payment shall cover services for the months of November, December and of January.

The second payment for the 2016-2017 snow season shall be made no later than May 1, 2017. This payment shall cover services for the months of February, March and April. The first payment for the 2017-2018 snow season shall be made no later than February 15, 2018. This payment shall cover services for the months of November, December and of January.

The second payment for the 2017-2018 snow season shall be made on the final disappearance of snow and ice, and in any event no later than May 1, 2018. This payment shall cover services for the months of February, March and of April.

BE IT FURTHER ORDAINED, that the City Clerk be and is hereby authorized and directed to transmit two certified copies of this Ordinance to the Oneida County Department of Public Works, 6000 Airport Road, Oriskany, New York, 13424.

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. 9131

Seconded by Councilor _____.

AYES & NAYS: Trifeletti___ Mortise___ Rogers___ Parsons___ Anderson___
Dursi___ DiMarco___

ORDINANCE NO. 9131

AYES & NAYS: Trifeletti___ Mortise___ Rogers___ Parsons___ Anderson___
Dursi___ DiMarco___

ADOPTED:

DEFEATED:

**AGREEMENT FOR THE CONTROL OF
SNOW AND ICE ON COUNTY ROADS**

THIS AGREEMENT, made this ____ day of _____, 2016 by and between the County of Oneida, a municipal corporation organized and existing pursuant to the laws of the State of New York, with its principal office and place of business located at 800 Park Avenue, Utica, NY, hereinafter referred to as "County," and the City of Rome, a municipal corporation organized and existing pursuant to the laws of the State of New York, with its principal office and place of business located at 198 North Washington Street, Rome, New York, hereinafter called "City", collectively, "Parties".

WHEREAS, the County is in need of snow and ice control and removal on the improved County road system located within the geographical boundaries of City; and

WHEREAS, General Municipal Law, Article 5-G, provides broad authority for municipal corporations and districts to enter into cooperative efforts with each other; and

WHEREAS, City hereby proposes to supply labor and equipment necessary to perform snow and ice control and removal; and

WHEREAS, the City Board of the City has adopted a resolution authorizing the City to enter into this Agreement; and

WHEREAS, the Oneida County Board of Legislators has adopted a resolution authorizing the County to enter into this Agreement;

NOW THEREFORE, it is mutually agreed by the County and City that for the consideration hereinafter set forth, the City shall provide the snow and ice control and removal services described herein.

1. TERM

1.1 The term of this Agreement shall be from November 1, 2016 to April 30, 2018, to include yearly snow seasons.

1.2 The "snow season" for purposes of this Agreement is defined as the months of November through April.

2. PERFORMANCE/SCOPE OF SERVICES

2.1 The schedule of County Roads that are affected by this Agreement are attached hereto and marked as **Exhibit A**. The Parties hereby agree that the Roads consist of 15.01 miles, as set forth in attached Exhibit A.

2.2 The City shall furnish all labor, equipment, materials, and supplies necessary for the performance of its duties under this Agreement, and shall be responsible for providing its employees, agents and servants with all equipment necessary to comply with all applicable federal and state safety standards.

2.3 The City shall begin snow and ice control/removal operations at the beginning of a declared storm and continue operations until the storm ceases.

- 2.4 The City must maintain the pavement reasonably free from snow and ice as weather conditions will allow, including but not limited to removal of snow at intersections to improve sight distance and safety.
- 2.5 The City shall maintain the shoulders of the said Roads reasonably clear of snow and ice.
- 2.6 The City shall prevent the formation of snowdrifts and afford space for the safe plowing of the Roads.
- 2.7 The City shall provide sufficient and suitable equipment, materials and personnel to maintain this condition at all times.
- 2.8 The City will make every reasonable effort to eliminate slippery, and/or black ice conditions on the Roads, and will make every effort to ensure that the Roads, including but not limited to steep hills, sharp curves, intersections, and straight sections will be sanded or otherwise treated to restore traction for reasonable and safe use.
- 2.9 The City shall conduct the services at all times with maximum consideration being given to the movement of traffic and the safety of the traveling public. The type and condition of any equipment used in any part of the services shall be such that no injury to the Roads or its appurtenances, or to traffic shall result from its use.
- 2.10 The City shall secure all permits required to perform its duties under this Agreement and will comply with all applicable Federal, State, County and Municipal Laws, Rules, Ordinances and Regulations.
- 2.11 The City is familiar and is satisfied as to all applicable, relevant, and appropriate federal, state and local laws and regulations that may affect cost and performance of the services.
- 2.12 The City represents that the City is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the services. The City shall use the City's best efforts to perform the services, such that the results are satisfactory to the County. The City shall be solely responsible for determining the method, details and means of performing the services, except where Federal, State or Local Laws and Regulations impose specific requirements on performance of the same.
- 2.13 The City 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.
- 2.14 The City may, at the City's own expense, employ or engage the services of subcontractors and/or partners as the City deems necessary to perform the services. Employees, subcontractors and/or partners are not and shall not be employees of the County, and the County shall have no obligation to provide employees, subcontractors and/or partners with any salary or benefits. The City shall be solely responsible and shall remain liable for the performance of the services by the employees, subcontractors and/or partners in a manner satisfactory to the County, in compliance with any and all applicable Federal, State or Local Laws and Regulations.
- 2.15 The City acknowledges and agrees that the City and its employees, subcontractors and/or partners have no authority to enter into contracts that bind the County or create obligations on the part of the County without the prior written authorization of the County.

- 2.16 The City understands that prompt and ready completion of the services delineated under this Agreement is required by the County. The City shall immediately notify the County in writing of any difficulty in complying with requirements of this Agreement.
- 2.17 The City shall perform all services in a good and workmanlike manner and shall be solely responsible for all services under this Agreement.
- 2.18 The City's supervisory personnel will regularly inspect the County Roads and the services performed by the City's employees, agents, servants and subcontractors. The City shall maintain at all times strict discipline among the City's employees, agents, servants and subcontractors and agrees not to employ for work under this Agreement any person unfit or without sufficient skills and experience to perform the services.
- 2.19 The County shall have the right to inspect the County Roads serviced at any time, although such inspection in no way relieves the City of its responsibility to comply with this section.
- 2.20 If the City observes that any requirement specified in this Agreement is at variance with any governing laws, ordinances, rules, regulations, permits or licenses, the City shall promptly notify the County in writing before incurring any further liability, expense, or obligation for the City or the County.
- 2.21 The City Highway Superintendent shall establish and maintain complete and accurate books, records, documents, accounts and daily reports of the City's snow and ice operations and other evidence directly pertinent to performance under this Agreement (hereinafter, collectively, "the Records"), and shall make the same available upon request of the Oneida County Deputy Commissioner of Public Works, on forms provided by the County.

3. COMPENSATION

- 3.1 The County shall make four (4) payments to the City throughout the term of this Agreement as detailed herein.
- 3.2 For the 2016-2017 snow season, the County shall pay the City the sum of \$6,000.00 per mile for a total of 15.01 miles, totaling \$90,060.00, payable as \$15,010.00 per month (total cost divided by 6 months). Payments shall be made as follows:
- 3.2.1 The first payment for the 2016-2017 snow season shall be made on or about February 15, 2017. This payment shall cover services for the months of November, December and of January.
- 3.2.2 The second payment for the 2016-2017 snow season shall be made no later than May 1, 2017. This payment shall cover services for the months of February, March and April.
- 3.3 For the 2017-2018 snow season, the County shall pay the City the sum of \$6,000.00 per mile for a total of 15.01 miles, totaling \$90,060.00, payable as \$15,010.00 per month (total cost divided by 6 months). Payments shall be made as follows:
- 3.3.1 The first payment for the 2017-2018 snow season shall be made no later than February 15, 2018. This payment shall cover services for the months of November, December and of January.
- 3.4 The second payment for the 2017-2018 snow season shall be made on the final disappearance of snow and ice, and in any event no later than May 1, 2018. This payment shall cover services for the months of February, March and April.

- 3.5 Any change made to the payment rate as approved in the 2017 Oneida County Budget, by the Oneida County Board of Legislators shall automatically take effect January 1, 2017.
- 3.6 The County reserves the right to withhold payment under this Agreement due to City's failure to properly perform its obligations under this Agreement. The County may withhold payment for reasons including but not limited to (1) defective services, (2) third party claims, (3) failure of the City to pay its subcontractors, (4) damage to the County roads and/or property, or (5) failure to carry out the services in accordance with the Agreement. The County may correct any conditions which do not meet requirements of this Agreement and deduct the cost from the amounts due under this Agreement.
- 3.7 The County shall not be liable for any late fees or fees for any interest in late payments.

4. EXECUTORY CLAUSE

- 4.1 The County shall have no liability or obligation under this Agreement to the City or to anyone else beyond the annual funds being appropriated and available for this Agreement.

5. NON ASSIGNMENT

- 5.1 The City agrees not to assign, transfer, convey, sublet or otherwise dispose of the Agreement or of his right, title or interest therein, or his power to execute this Agreement, to any other person or corporation without the previous consent, in writing, by the County.

6. SUBCONTRACTS

- 6.1 A subcontractor is a person who has an agreement with the City to perform any of the services.
- 6.2 The City agrees to furnish the County, prior to the execution of this Agreement, with a list of names of subcontractors to whom the City proposes to award any portion of the services. All agreements between the City and subcontractors shall conform to the provisions of this Agreement, including all exhibits referenced.
- 6.3 The County shall be provided a copy of any and all agreement(s) between the City and any subcontractor(s) regarding the award of any portion of the services within ten (10) days of its final execution.

7. INDEMNIFICATION

- 7.1 The City agrees that it shall defend, indemnify and hold harmless the County from and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the services of the City and its subcontractors, agents, servants, or employees, and from any loss or damage arising, occurring or resulting from the acts, or failure to act, or any default or negligence by the City and its subcontractors, or failure on the part of the City and its subcontractors to comply with any of the covenants, terms or conditions of this Agreement.
- 7.2 The City shall be solely responsible for all physical injuries or death to its agents, servants, volunteers, employees, subcontractors or to any other persons or damage to any property sustained during its operations and services under this Agreement resulting from any act of omission or

commission or error in judgment of any of its officers, trustees, servants, independent subcontractors, and shall hold harmless and indemnify the County from liability upon any and all claims for injuries to persons or damages to property on account of any neglect, fault or default of the City, its officers, trustees, agents, servants, volunteers or subcontractors. The City shall be solely responsible for the safety and protection of all of its employees, volunteers, subcontractors or other agents whether due to the negligence, fault or default of the City or not.

8. INSURANCE REQUIREMENTS

8.1 As part of its obligation to indemnify, defend and hold harmless the County, its officers, agents, employees, as set forth above, the City agrees to obtain and maintain in full force and effect, for the term of this Agreement, insurance coverage as described below.

8.2 The City shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in New York State. The insurance carrier shall have at least an A- (excellent) rating by A.M. Best.

8.3 **Commercial General Liability Insurance (CGL)** The City 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 or persons. The liability and property damage coverage of such insurance shall not be less than One Million Dollars (\$1,000,000.00) per occurrence and such insurance shall not be less than Three Million Dollars (\$3,000,000) annual aggregate. The City agrees to have the County added to said insurance policy and /or policies as a named additional insured, on a primary, non-contributory basis, as its interest may appear. Coverage for the additional insured shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to, the additional insured.

8.3.1 Such insurance shall cover premises and operations liability, contractual liability, products/completed operations, and personal and advertising injury.

8.3.2 CGL Coverage shall be written on ISO Occurrence form CG00 01 1001 or a substitute form providing equivalent coverage. The County shall be included as an additional insured on the CGL, using ISO Additional Insured Endorsement CG 2010 1185 or a combination of ISO forms CG 2010 1001 and CG 2037 1001 or an equivalent coverage to the additional insured.

8.3.3 This insurance for the additional insured shall be as broad as the coverage provided for the named insured City.

8.4 **Automobile Liability Insurance:** The City agrees that it will, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of insurance Business Auto Liability Insurance in an amount equal to or greater than One Million Dollars (\$1,000,000) for the term of this Contract. Business Auto Coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles. The City agrees to have the County added to said insurance policy as a named additional insured, on a primary, non-contributory basis, as its interests may appear.

8.5 **Umbrella/Excess Liability Insurance** The City agrees that it will, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of Umbrella/Excess

Liability Insurance in an amount not less than Two Million Dollars (\$2,000,000) per occurrence and such insurance shall not be less than Two Million Dollars (\$2,000,000) annual aggregate. The City agrees to have the County added to said insurance policy/policies as named additional insureds, on a primary, non-contributory basis, as their interests may appear. Umbrella coverage for such additional insured shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured other than the CGL, Auto Liability, and Employers Liability maintained by the County.

- 8.6 **Workers Compensation and Employers Liability Insurance**: The City agrees that it will, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against all claims under New York State Worker's Compensation Law.
- 8.7 If City fails to procure insurance for the County as required, recoverable damages shall not be limited to the cost of premiums for such additional insurance, but shall include all sums expended, and damages incurred by the County, and their respective insurers, which would have otherwise been paid by the City's required insurance.
- 8.8 **Waiver of Subrogation** – City waives all rights against County and their agents, officers, directors and employees for recovery of damages to the extent these damage are covered by commercial general liability, business auto liability, umbrella/excess liability, or workers compensation & employers liability insurance maintained per requirements above.
- 8.9 **Notice of Change or Cancellation** – No policy will permit cancellation or modification without thirty (30) days prior written notice of cancellation or modification to the County.
- 8.10 **Certificate of Insurance** - Prior to commencing the services described in this Agreement, City shall provide the County with a Certificate of Insurance evidencing compliance with the insurance procurement requirements herein, in standard ACORD form and attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the City's policy/policies.

9. INDEPENDENT CONTRACTOR STATUS

- 9.1 It is expressly agreed that the relationship of the City to the County shall be that of an Independent Contractor. The City 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 City, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself in accordance with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the County by reason thereof and that it 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.
- 9.2 The City and the County agree that the City 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.

- 9.3 The City 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.
- 9.4 The City acknowledges and agrees that neither the City, nor its employees, subcontractors and/or partners shall be eligible for any County employee benefits, including retirement membership credits.
- 9.5 The City shall be solely responsible for applicable taxes for all compensation paid to the City or its employees, subcontractors and/or partners under this Agreement, and for compliance with all applicable labor and employment requirements with respect to the City's self-employment, sole proprietorship or other form of business organization, and with respect to the employees, subcontractors and/or partners, 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 or Federal income tax, unemployment insurance, worker's compensation, disability insurance or social security insurance (FICA). The City shall provide proof of worker's compensation insurance, where applicable, prior to execution of this Agreement.
- 9.6 The City 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.
- 9.7 If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the City's Independent Contractor status, it is agreed that both the County and the City 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.
- 9.8 The City 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.

10. NOTICES

- 10.1 Any notice which the County may desire or is required at any time to give or serve on the City may be delivered personally, or be sent by United States mail, postage prepaid, addressed to the City Highway Superintendent or City Supervisor's attention, or at such other address as shall have been last furnished in writing by City to County.
- 10.2 Any notice which City may desire or is required at any time to give or serve upon the County may be delivered personally at 6000 Airport Road, Oriskany, NY, or be sent by United States mail, postage prepaid, addressed to the Oneida County Department of Public Works Commissioner, 6000 Airport Road, Oriskany, NY 13424, or at such other address as shall have been last furnished in writing by County to City.
- 10.3 Such personal delivery or mailing in such manner shall constitute a good, sufficient and lawful notice and service thereof in all such cases.

11. TERMINATION

11.1 This Agreement may be terminated by County immediately for cause, or upon ten (10) days written notice without cause.

11.2 If this Agreement is terminated, City shall be entitled to compensation for services satisfactorily performed to the effective date of termination. Payment by the County for the services satisfactorily performed to the effective date of termination shall be the sole and exclusive remedy to which City is entitled in the event of termination of the Agreement and City shall be entitled to no other compensation or damages and expressly waives same.

11.3 This Agreement may be terminated by the City upon ten (10) days written notice to County only in the event of substantial failure by County to fulfill its obligations under this Agreement through no fault of the City.

12. NON WAIVER

12.1 No provision of this Agreement shall be deemed to have been waived by either Party, unless such waiver shall be set forth in a written instrument executed by such Party. Any waiver by any of the Parties to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of that or any other provision, unless explicitly stated otherwise.

13. CHOICE OF LAW/FORUM

13.1 If either Party elects to commence litigation against the other in connection with any matter relating to or arising out of this Agreement, it shall do so in a New York State Court of competent jurisdiction sitting in Oneida County, New York or in the United States District Court for the Northern District of New York.

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

14. CONFLICTS

14.1 The terms of this Agreement shall control over any conflicting terms in any referenced documents and/or exhibits.

15. SUCCESSORS/ASSIGNS

15.1 This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, legal or personal representatives, successors, and assigns.

16. SEVERABILITY

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

17. ENTIRE AGREEMENT

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

17.2 Oral statements and understandings are not valid or binding, and neither this Agreement nor any other shall be changed or modified except by a writing signed by all Parties.

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

18. INCORPORATION BY REFERENCE

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

18.2 Exhibit B, Standard County Addendum, attached hereto, is deemed incorporated in this Agreement.

19. AUTHORITY TO ACT/SIGN

19.1 The City hereby represents, warrants, personally guarantees and certifies that it has the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder. The execution and delivery by the City of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the members of the City. No other action on the part of the City or any other person or entity, whether pursuant to its Articles of Incorporation, Articles of Operation, Operating Agreement or Bylaws, as the case may be, or by law or otherwise, are necessary to authorize the City to enter into this Contract, or to consummate the transactions contemplated herein.

20. ADVICE OF COUNSEL

20.1 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the respective Parties herein have hereunto set their hands and seals the day and year first above written.

COUNTY OF ONEIDA

CITY OF ROME

By:

By: Mayor

Anthony J. Picente, Jr.
Oneida County Executive

Print

Sign

Date: _____

Date: _____

COUNTY OF ONEIDA

By: Commissioner of Public Works

By:

Print

Sign

Dennis S. Davis
Commissioner, Oneida County DPW

Date: _____

Date: _____

APPROVED

By:

Merima Smajic
Assistant Oneida County Attorney

Date: _____

ADDENDUM

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

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

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

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

1. Executory or Non-Appropriation Clause.

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

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an 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 indicted 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 any of the statements in this certification, he or she shall attach an explanation to this Contract.

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

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

2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

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

1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

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

When applicable to the services provided pursuant to the Contract:

a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access protected health information electronically; and
3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

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

3. There is a material change in the business practices and procedures of the County.

e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. Non-Assignment Clause.

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

6. Workers' Compensation Benefits.

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

7. Non-Discrimination Requirements.

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

employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. Wage and Hours Provisions.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department.

Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.

9. Non-Collusive Bidding Certification.

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

10. Records.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an

office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

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

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

12. Conflicting Terms.

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

13. Governing Law.

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

14. Prohibition on Purchase of Tropical Hardwoods.

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

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

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

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

16. Gratuities and Kickbacks.

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

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

17. Audit

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

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

18. Certification of compliance with the Iran Divestment Act.

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

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the

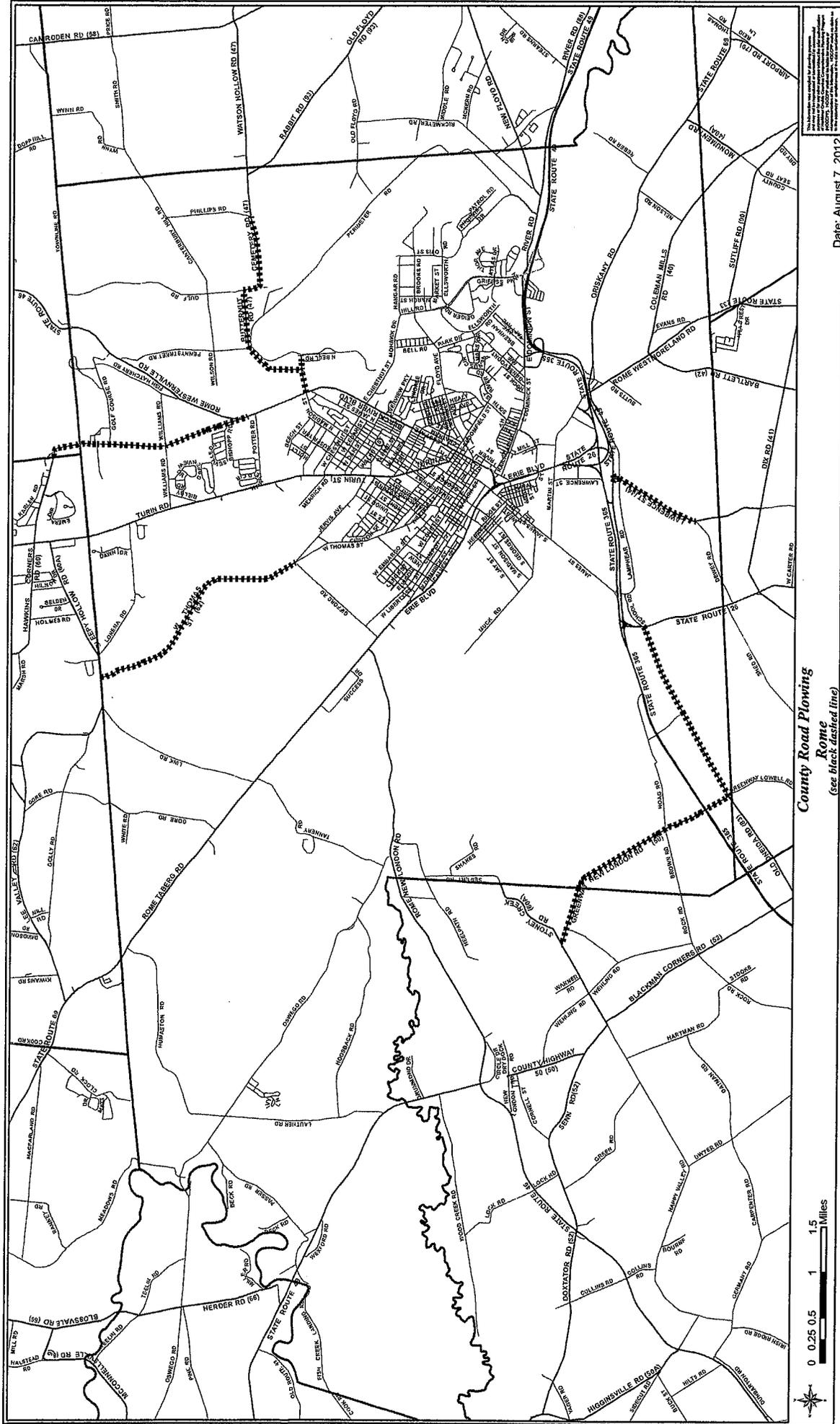
responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

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

City of Rome
 Snow and Ice Control
 Oneida County Roads

| C.R. | ROAD | FROM | TO | MI. |
|------|--------------------------|------------------------|----------------------|--------------|
| 44 | Lawrence Street | Route 365 | Dewey Road | 0.99 |
| 47 | Wright Settlement Road | Route 46 | Penny Street | 0.38 |
| 47 | Penny Street | Wright Settlement Road | Butternut Road | 0.70 |
| 47 | Butternut Road | Penny Street | Golf Road | 0.64 |
| 47 | Cemetery Road | Butternut Road | Phillips Road | 1.51 |
| 50 | Greenway New London Road | Old Oneida Road | Verona Mills Road | 2.03 |
| 60 | Elmer Hill Road | Route 46 | Turnaround | 1.95 |
| 62 | West Thomas Street | Gifford Road | Sleepy Hollow Road | 3.06 |
| 83 | Old Oneida Road | Route 26 | Greenway Lowell Road | 2.21 |
| 40 | Colman Mills Rd | Route 233 | Nelson Hwy | 1.54 |
| | | | TOTAL | 15.01 |



County Road Plowing
Rome
 (see black dashed line)



Date: August 7, 2012

This map is provided for informational purposes only. It is not intended to be used for legal or financial purposes. The information on this map is subject to change without notice. For more information, please contact the City of Rome, Georgia, at (706) 526-1000.

ORDINANCE NO. 91332

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO PURCHASE GULF ROAD PROPERTY

By Councilor _____.

WHEREAS, the City of Rome has identified property located on Gulf Road, Tax Map No. 189.000-0002-017.001, that is required for installation of a hydropneumatic station, as part of the North West Rome Water Expansion, and is desirous of purchasing said property to be utilized in support of the Northwest Rome Water Expansion Project; and

WHEREAS, after negotiations between the City of Rome and the current owners of said property, and Frederick Schmidt, Commissioner of the Department of Public Works, opine that it is in the City's best interest to purchase a 0.651 acre portion of the property known as Gulf Road (Tax Map No.: 189.000-0002-017.001), together with all the structures and/or improvements thereon, at an amount not to exceed Twenty Five Thousand and 00/100 Dollars (\$25,000.00), to support the Northwest Rome Water Expansion Project; now, therefore

BE IT ORDAINED, by the Common Council of the City of Rome, New York that it does hereby authorize the City of Rome to purchase a 0.651 acre portion of the property known as Gulf Road (Tax Map No.: 189.000-0002-017.001), from Edward F. Tyler, together with all the structures and/or improvements thereon, for an amount not to exceed Twenty Five Thousand and 00/100 Dollars (\$25,000.00), said property being more fully described and depicted on a survey map prepared by Dodson & Associates; and

BE IT FURTHER ORDAINED, by the Common Council of the City of Rome, that the Mayor of the City of Rome is hereby authorized to execute any and all documents required, upon approval of the Corporation Counsel, to effectuate the acquisition of a portion of Gulf Road (Tax Map No. 189.000-0002-017.001) Rome, New York.

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. 9132

Seconded by Councilor _____.

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

ORDINANCE NO. 9132

AYES & NAYS: Trifeletti___ Mortise___ Rogers___ Parsons___ Anderson___
Dursi___ DiMarco___

ADOPTED:

DEFEATED:

OFFER TO PURCHASE

TO THE OWNER OR PERSON WHO HAS THE RIGHT TO SELL THE PROPERTY DESCRIBED BELOW:

Property I/We agree to purchase the following property situated in the City of Rome, County of Oneida, State of New York, known as a portion of Gulf Road, Tax Parcel Number: 189.000-0002-017.001 being approximately 0.651 acres as shown on the map attached hereto, (for a more detailed description of the property reference is hereby made to the deed thereof).

Price AT THE PRICE OF TWENTY-FIVE THOUSAND and 00/100 Dollars (\$25,000.00) plus one new water service at a value of Two Thousand Five Hundred and No/100 Dollars, payable as follows:

Deposit The Seller and Purchaser agree that no down payment is required.

Balance \$25,000.00 cash on or about December 16, 2016 on passing of deed.

Contingency: This offer is contingent upon approval by the City of Rome Common Council and the City of Rome Board of Estimate and Contract. If approval is not obtained within sixty (60) days of the date of this contract, then the offer shall be null and void.

Searches, Taxes, Easements, Restrictions, Zoning, etc. You are to deliver to me or my attorney, at least five (5) days before closing, a forty year abstract of title, a County Tax Search, a twenty year bankruptcy search and tax receipts showing the property free and clear of all liens and encumbrances, except as herein set forth, and except building and use restrictions, pole and wire easements of record, and subject to zoning ordinances and to any taxes for local improvements not now completed.

Deed Transfer is to be completed at the office of Charles W. Engelbrecht, Esq., as attorney for purchaser on or about December 16, 2016 or as soon thereafter as the abstracts can be brought to date. At that time you are to convey to me/us by Warranty Deed, good and marketable title to the property free of all liens and encumbrances, except as above set forth, subject to rights of tenants, if any.

Rents Any rents from any tenants between now and the time of closing shall be the exclusive property of the seller.

Adjustments Interest, insurance premiums, rents, and taxes shall be pro-rated and adjusted as of December 16, 2016 or date of closing. City, State and County Taxes shall be adjusted and apportioned on a calendar year beginning Jan. 1, and ending Dec. 31. School taxes outside the city shall be adjusted and apportioned for the fiscal year beginning July 1st and ending the following June 30th, and Village Taxes shall be adjusted and apportioned for the fiscal year beginning June 1st and ending the last day of May following or as otherwise provided by law.

Possession Possession of premises shall be delivered on or about December 16, 2016, on passing of deed.

Inspection Purchasers shall have a walk through inspection within 24 hours prior to closing.

Survey If a survey is necessary, it will be obtained at Purchaser's expense.

Mortgage Expenses Upon any purchase money mortgage given, we agree to pay the usual mortgage tax and recording fee and Revenue stamps on bond where required.

Assignment This offer may be assigned to an individual or corporation for the purpose of holding the title thereto. However, we shall remain responsible for the faithful performance of the contract.

Risk of Loss The risk of loss or damage to the property by fire or other causes until the delivery of the deed is assumed by you. We represent that **NO BROKER** is the broker in this transaction and that no other real estate broker or agent has helped to bring about this sale.

Acceptance This offer shall be valid for 3 days from the date of this offer. If it is not accepted by that time, it shall be null and void and the down payment returned.

Persons Bound This offer, when accepted shall be a binding contract. It shall bind the parties hereto and their respective executors, administrators, distributees, successors and assigns.

Dated _____, 2016

THE CITY OF ROME, NEW YORK

By: Jacqueline M. Izzo, Mayor, City of Rome, NY (L.S.)

Witness _____

ACCEPTANCE

The undersigned hereby accepts this offer, agrees to sell on the terms and conditions set forth, and agrees to pay **NO BROKER** the authorized agent, the previously agreed upon rate of commission.

The deposit made or as much as covers the commission may be applied to payment of the commission.

Dated: _____, 2016

(Signed) _____ (L.S.)

Edward G. Tyler
16861 County Route 59
Dexter, NY 13634

Witness _____

Salesmen are not permitted to change the regular rates of commission.

Prepared by:
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