

Jacqueline M. Izzo
Mayor

Stephanie Viscelli
Common Council
President

David C. Nolan
City Treasurer

ROME

the copper city

BOARD OF ESTIMATE AND CONTRACT

CITY HALL • ROME, NEW YORK 13440-5815

Gerard F. Feeney
Corporation Counsel

Butch Conover
Commissioner of
Public Works

Jean I. Grande
City Clerk

AS OPERATING IN ACCORDANCE WITH THE GOVERNOR'S EXECUTIVE ORDER 202.1, AND DUE TO THE CLOSURE OF ROME CITY HALL TO THE PUBLIC, THE COMMON COUNCIL MEETING WILL BE CONDUCTED REMOTELY VIA WEBEX AUDIO STREAM VIA TELEPHONE CALL-IN NUMBER **1-408-418-9388**, ACCESS CODE **716 422 404 #**. ALL MEMBERS OF THE PUBLIC THAT WISH TO COMMENT ON A PARTICULAR AGENDA ITEM SHOULD DO SO IN WRITING TO JGRANDE@ROMECITYGOV.COM NO LATER THAN 24 HOURS PRIOR TO THE MEETING. ALL COMMENTS RECEIVED WILL BE READ INTO THE PUBLIC RECORD DURING THE PUBLIC COMMENT PORTION OF THE MEETING.

**BOARD OF ESTIMATE AND CONTRACT MEETING
REGULAR SESSION**

**APRIL 9, 2020
8:30 A.M.**

1. CALL THE ROLL OF MEMBERS BY THE CLERK.

2. READING OF MINUTES OF PRECEDING SESSION.

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

3. COMMUNICATIONS.

4. PUBLIC SPEAKERS.

- Are there any written public comments?

5. REPORT OF DEPARTMENT HEADS.

6. RESOLUTIONS.

- | | |
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| RES. NO. 63 | AUTHORIZING THE CITY CLERK TO ADVERTISE FOR BIDS FOR THE 2020 COLD MILLING AND RESURFACING PROJECT. Conover |
| RES. NO. 64 | AUTHORIZING 2019 BUDGETARY TRANSFERS. Nolan |
| RES. NO. 65 | AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH ROME CITY SCHOOL DISTRICT. Beach |
| RES. NO. 66 | AUTHORIZING CHANGE ORDER NO. 3 TO AGREEMENT WITH PATRICIA ELECTRIC, INC. RELATIVE TO THE WATER POLLUTION CONTROL FACILITY HANDLING UPGRADES (ELECTRICAL CONTRACT #1E). Conover |

- RES. NO. 67** AUTHORIZING CHANGE ORDER NO. 1 TO AGREEMENT WITH PATRICIA ELECTRIC, INC. RELATIVE TO THE WATER POLLUTION CONTROL FACILITY UV DISINFECTION UPGRADES (ELECTRICAL CONTRACT #1E). **Conover**
- RES. NO. 68** AUTHORIZING CHANGE ORDER NO. 1 TO AGREEMENT WITH HJ BRANDELES, CORP RELATIVE TO THE WATER POLLUTION CONTROL FACILITY SOLIDS HANDLING UPGRADES (HVAC CONTRACT #1M). **Conover**
- RES. NO. 69** AUTHORIZING CHANGE ORDER NO. 1 TO AGREEMENT WITH HJ BRANDELES, CORP RELATIVE TO THE WATER POLLUTION CONTROL FACILITY SOLIDS HANDLING UPGRADES (PLUMBING CONTRACT #1P). **Conover**
- RES. NO. 70** AUTHORIZING CHANGE ORDER NO. 1 TO AGREEMENT WITH HJ BRANDELES, CORP RELATIVE TO THE WATER POLLUTION CONTROL FACILITY UV DISINFECTION UPGRADES (HVAC CONTRACT #1M). **Conover**
- RES. NO. 71** AUTHORIZING CHANGE ORDER NO. 1 TO AGREEMENT WITH HJ BRANDELES, CORP RELATIVE TO THE WATER POLLUTION CONTROL FACILITY UV DISINFECTION UPGRADES (PLUMBING CONTRACT #1P). **Conover**
- RES. NO. 72** AUTHORIZING THE MAYOR TO ENTER INTO A PERSONAL SERVICES AGREEMENT WITH CHIEF OF THE ROME FIRE DEPARTMENT. **Mayor Izzo**

7. TABLED RESOLUTIONS.

8. ADJOURNMENT.

RESOLUTION NO. 63

**AUTHORIZING THE CITY CLERK TO ADVERTISE FOR BIDS
FOR THE 2020 COLD MILLING AND RESURFACING PROJECT.**

By _____:

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that the City Clerk is hereby authorized and directed to advertise for bids for the 2020 Cold Milling and Resurfacing Project; and

BE IT FURTHER RESOLVED, that such bids shall be returned to the Office of the City Clerk, 1st floor, Rome City Hall, no later than 3:00 p.m. on May 14, 2020, said bids to be opened in the Common Council Chambers, 2nd floor, Rome City Hall, at 3:00 p.m. on the same date and shall be opened by the City of Rome Purchasing Agent, and

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

Seconded by _____.

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

ADOPTED _____ DEFEATED _____

RESOLUTION NO. 64

AUTHORIZING 2019 BUDGETARY TRANSFERS.

By _____:

BE IT RESOLVED, that pursuant to Rome Charter Laws, Title A, Article VII, Section 91, the City Treasurer of the City of Rome is hereby authorized and directed to make the following 2019 budgetary transfers:

Reason: legal notice for unplanned request for proposal.

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG1030.414	Board of Estimate: Supplies & Materials	\$48.20

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG1030.416	Board of Estimate: Advertising & Printing	\$48.20

Reason: payroll taxes on annual health insurance buyout.

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG1210.414	Mayor's Office: Supplies & Materials	\$30.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG1210.801	Mayor's Office: FICA & Medicare	\$30.00

Reason: overtime and related payroll taxes in excess of budget in the Engineering Office.

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG1440.208	Engineering: Equipment	\$4,600.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG1440.153	Engineering: Overtime	\$4,200.00
AG1440.801	Engineering: FICA & Medicare	\$400.00

Reason: overtime in excess of budget in the Public Works Administration

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG1490.801	Public Works Administration: FICA & Medicare	\$1,500.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG1490.153	Public Works Administration: Overtime	\$1,500.00

Reason: Utilities and Fuel in excess of budget in Records Management.

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG1460.412	Clerk Records Management: Service Contracts	\$400.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG1460.410	Clerk Records Management: Utilities & Fuel	\$400.00

Reason: Overtime in excess of budget in Municipal Buildings

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG1620.151	Municipal Buildings: Salaries & Wages	\$4,000.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG1620.153	Municipal Buildings: Overtime	\$4,000.00

Reason: software updates originally placed in error in a capital project now reclassified to this account.

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG1620.410	Municipal Buildings: Utilities & Fuel	\$32,000.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG1620.418	Municipal Buildings: Contract Services	\$32,000.00

Reason: overtime and related payroll taxes in excess of budget in the Information Technology.

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG1440.418	Engineering: Contract Services	\$16,100.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG1680.151	Information Technology: Salaries	\$14,900.00
AG1680.801	Information Technology: FICA & Medicare	\$1,200.00

Reason: set up of network services at the Animal Control building.

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG1680.208	IT: Equipment	\$2,000.00
AG1680.414	IT: Supplies	\$300.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG1680.412	IT: Service Contracts & Repairs	\$2,300.00

Reason: telephone and cell phone charges in excess of budget.

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG1620.412	Municipal Buildings: Service Contracts & Repairs	\$3,800.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG1680.410	Information Technology: Utilities & Fuel	\$3,800.00

Reason: buyout of Toshiba copier contracts and Kronos upgrade.

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG1440.418	Engineering: Contract Services	\$3,000.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG1680.418	Information Technology: Contract Services	\$3,000.00

Reason: insurance contracts in excess of budget.

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG1420.151	Law: Salaries & Wages	\$9,200.00
AG1420.153	Law: Overtime	\$2,900.00
AG1420.411	Law: Dues & Publications	\$1,800.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG1910.413	Insurance	\$13,900.00

Reason: judgements and claims in excess of budget.

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG1420.414	Law: Supplies & Materials	\$20.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG1930.450	Judgements & Claims	\$20.00

Reason: wages and related payroll taxes in excess of budget for School guards.

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG1420.801	Law: FICA & Medicare	\$370.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG3310.151	Traffic Control: Salaries & Wages	\$340.00
AG3310.801	Traffic Control: FICA & Medicare	\$30.00

Reason: newly added Onyx Solar Power account. Previously only one account for both suppliers. Budget accounts now exists for both suppliers.

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG1986.410	Tannery Road Solar: Utilities & Fuel	\$218,000.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG1987.410	ONYX: Utilities & Fuel	\$218,000.00

Reason: overtime in excess of budget in the Fire Department

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG3410.151	Fire Protection: Salaries	\$17,000.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG3410.153	Fire Protection: Overtime	\$17,000.00

Reason: utilities in excess of budget in the Fire Department

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG3410.151	Fire Protection: Salaries	\$1,700.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG3411.410	Fire Building: Utilities & Fuel	\$1,700.00

Reason: Salaries and related payroll taxes in excess of budget in Public Safety as a result of payroll error.

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG3989.409	Public Safety: Travel & Conferences	\$300.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG3989.151	Public Safety: Salaries	\$110.00
AG3989.801	Public Safety: FICA & Medicare	\$190.00

Reason: CHIPS Street Program under budget. Both the CHIPS revenue A3501 and the expense were under budgeted by the same amount resulting in no impact to the City's fund balance.

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG1986.410	Tannery Road Solar Power: Utilities & Fuel	\$50,000.00
AG3410.151	Fire Protection: Salaries	\$30,000.00
AG3410.208	Fire Protection: Equipment	\$20,000.00
AG3410.801	Fire Protection: FICA & Medicare	\$24,000.00
AG3620.151	Building Inspections: Salaries & Wages	\$39,000.00
AG5110.151	Maintenance of Streets: Salaries & Wages	\$166,000.00
AG5110.801	Maintenance of Streets: FICA & Medicare	\$13,000.00
<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG5112.209	CHIPS Street Program	\$342,000.00

Reason: overtime in excess of budget in the Electrical Department

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG5138.151	Electrical: Salaries	\$3,800.00
<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG5138.153	Electrical: Overtime	\$3,800.00

Reason: overtime in excess of budget for Snow Removal

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG5110.419	Maintenance of Streets: Gasoline & Diesel	\$35,000.00
AG5110.414	Maintenance of Streets: Supplies	\$2,000.00
<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG5142.153	Snow Removal: Overtime	\$37,000.00

Reason: wages and overtime in excess of budget in the Sign Department

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG5142.151	Snow Removal: Salaries	\$3,000.00
<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG5140.151	Sign Department: Salaries & Wages	\$1,200.00
AG5140.153	Sign Department: Overtime	\$1,800.00

Reason: overtime in excess of budget in the Parks and Recreation Department

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG7020.151	Parks & Recreation: Salaries	\$1,300.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG7020.153	Parks & Recreation: Overtime	\$1,300.00

Reason: Street Lighting in excess of budget.

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG5142.151	Snow Removal: Salaries	\$12,000.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG5182.410	Street Lighting: Utilities & Fuel	\$12,000.00

Reason: wages, overtime and related payroll taxes in excess of budget for Municipal Pools

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG7180.410	Municipal Pool: Utilities & Fuel	\$3,700.00
AG7180.412	Municipal Pool: Service Contracts & Repairs	\$3,500.00
AG7180.414	Municipal Pool: Supplies & Materials	\$400.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG7180.151	Municipal Pool: Salaries & Wages	\$6,500.00
AG7180.153	Municipal Pool: Overtime	\$500.00
AG7180.801	Municipal Pool: Medicare & FICA	\$600.00

Reason: wages, overtime and related payroll taxes in excess of budget for Shade Trees

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG8560.204	Shade Trees: Land & Building	\$3,500.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG8560.151	Shade Trees: Salaries	\$100.00
AG8560.153	Shade Trees: Overtime	\$3,300.00
AG8560.801	Shade Trees: FICA & Medicare	\$100.00

Reason: retirement systems contributions under budget

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG9040.800	Workers Comp: General City	\$78,000.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG9010.800	New York State Retirement: General City	\$9,000.00
AG9015.806	Police & Fire Retirement: Fire	\$69,000.00

Reason: medical insurance expense under budget

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG9060.806	Health Insurance: Fire	\$194,000.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG9060.800	Health Insurance: General City	\$48,000.00
AG9060.807	Health Insurance: City Retirees	\$146,000.00

Reason: disability insurance expense under budget

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG9060.819	Health Insurance: Medicare Eligible	\$2,200.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG9085.806	Disability Insurance: General City	\$2,200.00

Reason: life insurance expense under budget

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG9060.819	Health Insurance: Medicare Eligible	\$6,000.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG9045.800	Life Insurance: General City	\$6,000.00

Reason: debt service legal fees under budget because of the special serial bond offering in May 2019

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG9040.800	Workers Comp Insurance: General City	\$14,000.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG9711.499	Debt Service Legal Fees: General City	\$14,000.00

Reason: Principal on BANS under budget because of the special serial bond offering in May 2019

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG9730.706	Bond Anticipation Notes: Interest	\$89,000.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG9730.606	Bond Anticipation Notes: Principal	\$89,000.00

Reason: Other Debt Interest under budget.

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG9040.800	Workers Comp Insurance: General City	\$4,700.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG9789.700	Other Debt Interest	\$4,700.00

Seconded by: _____.

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

ADOPTED _____ DEFEATED _____

RESOLUTION NO. 65

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO
ENTER INTO AN AGREEMENT WITH ROME CITY SCHOOL DISTRICT.**

By _____:

WHEREAS, Chief of the City of Rome, New York Police Department, Kevin C. Beach, has recommended that the City of Rome, New York, enter into an agreement with the Rome City School District for School Security Officers, whereby the City of Rome will provide the School District with up to nine (9) officers on a rotational basis for the purpose of providing uniformed Law Enforcement presence in the designated schools. The School District will provide the City of Rome \$210.00 per day per School Security Officer assigned including event compensation, said agreement will be effective for a period of three (3) school years (2020-2023 academic school years); now, therefore

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, that the Mayor of the City of Rome is hereby authorized to enter into an agreement with Rome City School District for School Security Officers, whereby the City of Rome will provide the School District with up to nine (9) officers on a rotational basis for the purpose of providing uniformed Law Enforcement presence in the designated schools. The School District will provide the City of Rome \$210.00 per day per School Security Officer assigned including event compensation, said agreement will be effective for a period of three (3) school years (2020-2023 academic school years), pursuant to the attached Agreement which is made part of this Resolution.

Seconded by _____.

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

ADOPTED _____ DEFEATED _____

SCHOOL SECURITY OFFICER AGREEMENT

This School Security Officer Agreement (this "Agreement") is made as of _____, 2020 by and between the **City of Rome, New York, Police Department**, whose principal address is 301 North James Street Rome, New York 13440 (hereafter referred to as the "City"); and **Rome City School District**, whose principal address is 409 Bell Road, Rome, New York 13440 (hereinafter referred to as the "School District").

WHEREAS, Article 5-G of the New York State's General Municipal Law ("GML"), provides the authority for municipal corporations to enter into agreements for the performance between themselves, or one for the other, of their respective functions, powers and duties on a cooperative contract basis; and

WHEREAS, the School District and City are both municipal corporations, as that term is defined by GML § 119-n(a); and

WHEREAS, the School District has a need for a more intensive and coordinated approach to creating a safe and secure setting for the educational process to take place; and

WHEREAS, the School District desires to engage the service of nine (9) officers on a rotational basis to serve in seven (7) School Security Officers ("SSOs") positions for the purpose of providing uniformed Law Enforcement presence in the designated schools as a deterrent to criminal behavior on the school campus and to promote a greater sense of safety and security within the school environment; and

WHEREAS, the City is desirous to provide personnel to the School District to be utilized SSOs as otherwise provided herein; and

WHEREAS, the School District and City have determined that it is in their mutual best interests to enter into this Agreement to provide for the assignment of officers of the Rome City Police Department to serve as SSOs under the specific terms and conditions of this Agreement;

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. General Terms and Conditions.

- a. The City and School District enter into this Agreement for the purpose of placing City Law Enforcement Officers on site at the School District to serve as SSOs. The City will assign the SSOs to the School District according to a mutually agreeable schedule, in accordance with the terms set forth herein.
- b. The City agrees that services rendered under this Agreement will be in compliance with applicable Federal and State constitutional requirements, local laws, rules, regulations, including but not limited to, applicable regulations of the Commissioner of Education.

- c. The SSOs shall be subject to all other personnel policies and practices of the City except as such policies or practices may have to be modified to comply with the terms and conditions of this Agreement.

2. **Purpose.** The School District hereby agrees to secure the services of the City, and the City agrees to provide the service of nine (9) officers on a rotational basis to serve in seven (7) SSO positions designated by mutual agreement of the City and the School District from the first day of the academic year of the School District until the final day of the academic year of the School District, excepting days in which the School District is not in session, to be assigned as follows:

The City agrees to have five (5) SSOs on site at the elementary school buildings from 8:30 a.m. to 3:30 p.m. each day that school is in session during the school year. The City agrees to provide a total of five (5) marked police vehicles for use for SSOs assigned to the School District's elementary school buildings. The police vehicles will be parked in the main school parking lot or any other agreed upon location on the school premises.

The City agrees to have two (2) SSOs on site at the middle school and high school buildings (one at each) from ~~7:30 a.m. to 2:30 p.m.~~ each day that school is in session during the school year. The City agrees to provide a total of two (2) marked police vehicles for use for SSOs assigned to the middle school and high school locations. The police vehicles will be parked in the main school parking lot or any other agreed upon location on the school premises.

3. **Term.** The term of this Agreement is three (3) school years commencing on the first day of the School District's academic year until the final day of that academic year. The first school year shall be the 2020-2021 school year, the second school year shall be the 2021-2022 school year, and the third school year shall be the 2022-2023 school year.

4. **Payment.**

- a. **SSO Compensation.** The City agrees to provide and to pay the SSOs' salary and employment benefits in accordance with the applicable salary schedules and employment practices of the City.

- b. **City Compensation.** The School District shall pay to the City a total of \$210 per day per SSO assigned to and providing services to the School District. Payments shall be made within thirty (30) days following School District's receipt of an invoice from the City.

- c. **Event Compensation.**

- i. SSO(s): Where the School District desires to engage the services of an SSO beyond the daily schedule set forth in Section 2, the City agrees to

pay the SSO's overtime wages and the School District agrees to reimburse the City for payment of said wages in an amount not to exceed \$30 per hour + FICA/Medical, and Medicare costs paid by the City in connection with such overtime. Overtime compensation shall be billed separately and on a quarterly basis. Overtime wages shall be in accordance with the applicable salary schedules and employment practices of the City.

ii. **Non-SSO Police Officers:** If the School District desires to engage the services of additional police officers at School District events, it shall make a written request and shall be advised in writing which specific officers are available and the officer's rate of pay per hour. The City agrees to pay the police officer's overtime wages and the School District agrees to reimburse the City for payment of said wages, which shall be billed separately and on a quarterly basis. Overtime wages shall be in accordance with the applicable salary schedules and employment practices of the City.

d. **Reimbursement for Training.** The City shall notify the School District of juvenile specific training that SSO's, and substitute Officers must attend to provide SSO services. The School District shall review the request to attend the juvenile training and notify the City if it will reimburse the City, upon receipt of invoices, for completion of SSO and juvenile specific training courses by SSOs assigned to the School District. The School District shall not reimburse for courses not approved in advance in writing.

5. **School District Duties.** In addition to any responsibilities of the School District set forth in this Agreement, the School District will:

- a. Confirm that the SSO has received all training required under the terms of this Agreement by obtaining a certificate evidencing the training requirement has been satisfied;
- b. Train staff annually regarding appropriate role of SSO in schools, and appropriate conditions under which SSO assistance may be requested;
- c. Review data collected by the City at least once each year pertaining to all school-based searches, seizures, citations, ticketing, arrests, use of force, interrogations, court referrals, disaggregated by location of arrest/school, charge, arresting agency, gender, age, race/ethnicity, disability and ESL status, and use such data to evaluate and revise policies to ensure the Agreement is carried out in a manner consistent with civil rights and anti-discrimination laws.
- d. To the extent permitted by law and/or School District policy, provide designated SSO(s) with an office which includes access to a location for files and records that can be properly locked and secured.

- e. Access to other general office equipment such as fax machines, copy machines, etc.
- f. The School District acknowledges that SSO(s) may be required to attend, at the direction of the City, emergencies, special needs and training functions as deemed necessary by the City.

6. **City Duties**

a. **General Obligations of the City.** The City will;

- i. Train the SSO regarding their role in the School District prior to his/her placement in the School District, and provide at least one (1) training annually thereafter. Such trainings should encourage the SSO to exercise discretion to minimize arrests for minor misbehaviors and use all available diversion programs and other alternatives to arrest. Such trainings may also include topical areas such as child and adolescent development and psychology; age-appropriate responses; cultural competence; restorative justice techniques; special accommodations for students with disabilities; practices proven to improve school climate; and challenges relative to lesbian, gay, bisexual, transgender and questioning students. The City shall provide the School District confirmation that the SSOs have received all training required under the terms of this Agreement by promptly submitting a certificate evidencing the training requirement has been satisfied
- ii. Collect data reflecting all school-based searches, seizures, citations, ticketing, arrests, use of force, interrogations, court referrals, and disaggregate the data by location of arrest/school, charge, arresting agency, gender, age, race/ethnicity, disability and ESL status. The City shall provide this data to the School District at least once each year during the term of this Agreement.
- iii. Cooperate with the District to implement the SSO Program with the least possible disruption to the educational process.
- iv. Ensure that the SSO(s) spends at least seventy-five percent (75%) of on-duty in or around the site to which s/he is assigned.

b. **Duties of SSO.** The City shall also provide the School District with officers capable of providing the following SSO services:

- i. Report directly to the City Police Chief or his/her designee.

- ii. Provide for the security and safety of all students, staff, and visitors, protect school property and maintain order in and around the school site.
- iii. Provide intervention between students and/or staff using appropriate techniques to calm and control situations.
- iv. Under the supervision of the Police Chief or designee, and in coordination with the School Administration, investigate all crimes and incidents occurring on and in the vicinity of school grounds. Provide the appropriate documentation for such investigations.
- v. Report all violations of law, school rules, regulations or policies to school administration.
- vi. Enforce all governing New York State and federal laws, rules, and regulations and assist schools in meeting requirements mandated by New York State law.
- vii. Act as liaison with police and other emergency personnel.
- viii. Advise school administration of any circumstances or situation that may create any potential harm to persons, or damage to, or loss of property.
- ix. When feasible and requested to do so by school officials, and in a manner which does not infringe upon individuals' Constitutional rights, screen persons entering the building or school grounds.
- x. Become familiar with all hidden recesses in the building and check them periodically.
- xi. Maintain post integrity. Be highly visible and available at all times and refrain from unnecessary fraternization with other officers/employees of the School District.
- xii. Question any individual not having appropriate identification to ascertain his/her status.
- xiii. Seize and store/dispose of any illegal substance or contraband seized by school officials as required/not required for evidence in prosecution.
- xiv. Develop or expand crime prevention efforts for students.

- c. **Event Duties.** Upon request of the School District, the City will provide police officer(s) for School District events, including athletic events, in order provide a safe and secure environment, prevent crime, maintain order, protect persons and property, and respond to and implement emergency services when required. Police service at these events shall be performed at an additional cost to the School District. Staffing for each event is assigned at the direction of the City Captain of Patrol. The City will continually assess the best methods for supplying security at School District events in a cost effective, but safe, manner. Police officers shall be assigned to School District events based upon: (1) experience with the student population and (2) utilization of a call rotation policy. For purposes of this Agreement, services of the SSO shall not be available for events if services are currently being administered by another officer(s) pursuant to any other agreement entered into by the parties.
 - d. **All Duties.** SSOs shall not enforce school rules or policies: matters of school discipline shall be referred to the appropriate building principal. The SSO shall abide by School District policies except to the extent that such policies conflict with the officer's responsibilities as a law enforcement officer or in a situation where life or property is in danger. All of the obligations of the City as required under this Agreement shall be met without discriminating on the basis of race, color, sex, national origin, language status, disability, religion, sexual orientation, or membership in any other protected class. The SSO shall not detain or question students about their immigration status
7. **SSO Program Objectives.** The objectives of the SSO program are to:
- a. Provide a police presence at School District events in order to promote and provide an atmosphere of enhanced school safety for faculty, staff, students and school visitors.
 - b. Facilitate crime prevention, Law Enforcement, and security consultation; and
 - c. Proactively address problems and pressures as they relate to students before such problems manifest into socially and legally unacceptable behavior. These problems may involve the use of alcohol, drugs, tobacco, illegal and prohibited substances.
8. **Qualifications of SSOs.** All individuals performing SSO services under this Agreement shall be and remain at all times properly licensed and/or credentialed in accordance with applicable law to perform services in accordance with this Agreement. The SSO(s) shall meet the following qualifications:
- a. Be a full time, certified law enforcement officer by the State of New York with at least two years of law enforcement experience, or a retired law enforcement officer previously certified by the State of New York with at least ten years of law enforcement experience;

- b. Have excellent communication skills;
- c. Be able to relate well to children of all ages; and
- d. Possess good coordinating and planning skills.

9. **Fingerprinting and Criminal Clearance.** The City agrees to use best efforts to cooperate with the School District to have any individuals providing services who will have a direct contact with students on School District premises to furnish fingerprints and submit to a criminal background check and clearance by the State Education Department's Office of School Personnel Review and Accountability (OSPRA) prior to performing services. These best efforts may include, but are not limited, to completing paperwork and filing such paperwork with an appropriate agency, e.g., BOCES, for the purpose of submitting fingerprints for criminal clearance. The School District shall be solely responsible for any costs associated with the required fingerprinting and criminal clearance. The City shall provide a complete roster of all persons who will and/or may be providing services under this Agreement and shall further be responsible for providing updated lists as necessary.

10. **Independent Contractor.** The City shall be providing services to the School District as an independent contractor, and any and all services performed by the SSO under this Agreement shall be performed in such capacity. The SSO shall not hold himself out as, nor claim to be, an officer or employee of the School District, nor make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the School District, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, disability benefits, or retirement membership or credit. The SSO shall not have, or hold itself out as having the authority or power to bind or create liability for the School District by the SSO's acts or omissions. As the SSO's employer, the City shall comply with all Federal, State, and local laws rules and regulations. The City shall pay any applicable taxes, including income taxes, workers' compensation insurance, unemployment insurance payment, disability insurance payment, and/or any other payments that may be required under the laws, rules, or regulations of any government agency having jurisdiction over the City or its relationship with the School District. The City further agrees to indemnify and hold the School District harmless against any claim, cost, penalty, damage, or expense (including attorneys' fees) related to either parties nonpayment and/or underpayment of any such taxes or payments. These provisions shall survive any expiration, termination, or non-renewal of this Agreement. An SSO assigned to the School District is under the direct supervision of the command officers of the Rome City Police Department. The School District shall have no ability to control the manner, means, details or methods by which the SSO, City, or its agents perform services under this Agreement except as provided herein and as required by federal, state; or local laws, rules, and regulations.

11. **Absences and Replacements.**

- a. **Absences.** In the event an assigned SSO is to be absent from work, the SSO shall notify his/her City supervisor. The City shall promptly notify the Superintendent of Schools, or his/her designee in the event the Superintendent of Schools is unavailable, that the SSO will be absent and shall make reasonable efforts to assign a replacement SSO and shall notify the Superintendent, or his/her designee in the event the Superintendent is unavailable, of the specific replacement SSO by 9:00 a.m. on the day in question, or that an officer will not be provided. The parties will gather data this year and discuss this provision next year at time of renewal.

- b. **Replacements and Removals.** In the event that the Superintendent of Schools and/or the City determine that the work of a SSO is unsatisfactory to either or both, then in that event the Superintendent and the City shall meet to seek agreement or corrective action. If the Superintendent of Schools and the City are unable to agree upon corrective action, then either upon written notice to the other may terminate the SSO's assignment at the School District. The Superintendent of Schools and the City shall thereafter meet to determine if a replacement SSO can be assigned to the school district together with modification of the terms of employment and supervision if appropriate.
 - i. Irrespective of the above provisions, the School District and City pursuant to their respective policies, rules and regulations, may terminate the SSO's assignment to the School District when either or both Boards believe the same is in the best interest of the School District and City.

 - ii. In the event of the resignation, dismissal or reassignment of the SSO, or in case of long- term absences by the SSO, the City with agreement from the Superintendent of Schools, shall provide a temporary replacement for the SSO within thirty (30) days of receiving notice of such absence, dismissal, resignation or reassignment. As soon as practicable, the City and the School District shall find a suitable, permanent replacement for the School Security Officer.

12. Information Sharing.

- a. **By the School District.** The School District will share relevant information about school safety issues with the SSO(s) including, but not limited to:
 - i. Copies of School District and building safety/crisis plans;

 - ii. Codes of Conduct;

 - iii. Disciplinary policies including suspension/expulsion procedures;

- iv. Uniform violent incident reports in accordance with New York State Education Law, Safe Schools against Violence in Education Act; and
 - v. Reports pertaining to alleged incidents of Child Abuse in an Educational Setting.
- b. **By the SSO(s).** The SSO(s) will share relevant information about school safety issues with the School District including, but not limited to:
- i. The SSO(s)' monthly activity log, excluding police prohibitive materials, (e.g., juvenile arrests made off the school property, identifying information about victims of sexual abuse when the abuse does not occur on school property);
 - ii. Any necessary interventions/referrals to service providers arising from incidents/reports received on school property, e.g., suicide prevention, drug or alcohol abuse, reports of sexual abuse;
 - iii. Any information pertinent to school safety and/or safety of individuals on school property; and
 - iv. Any training or educational opportunities for SSOs or School District representatives relative to school safety.

13. **Confidentiality.** The parties agree that all information exchanged is considered confidential under federal and New York State Law and will be used only for the purpose outlined in the Agreement.

14. **Indemnification.**

- a. Except for any liability, damages, claims, demands, costs, judgments, fees, and attorneys' fees contributed to, caused by or resulting from the negligence or willful misconduct of the City, its officers, employees or agents, the School District shall indemnify and hold harmless the City, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the negligent acts or omissions hereunder by the School District; and the School District shall provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of such acts or omissions and shall bear all other reasonable costs and expenses related thereto.
- b. Except for any liability, damages, claims, demands, costs, judgments, fees, and attorneys' fees contributed to, caused by or resulting from the negligence or willful misconduct of the School District, its officers, employees or agents the

City shall indemnify and hold harmless the School District, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the negligent acts or omissions hereunder by the City, the SSO(s), or third parties under the direction or control of the City; and the City shall provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of such acts or omissions and shall bear all other reasonable costs and expenses related thereto.

15. **Insurance.** The City maintains Excess General Liability and Automobile Liability Insurance with Argonaut Insurance Company, at a limit of \$3,000,000.00 in excess of underlying General Liability and Automobile Liability policies with limits of \$1,000,000 per occurrence. The School District and its officers, employees, and agents shall be named as Additional Insureds on a direct primary basis under the policy issued for these coverages. The City shall provide proof of statutory coverage in compliance with New York State Workers' Compensation Law and a copy of the applicable Additional Insured endorsement form evidencing the coverage outlined herein.

16. **Search and Seizure Procedures.**

- a. The SSO will follow the rules of probable cause in conducting searches on school grounds, and a search warrant may be obtained if necessary. The SSO reserves the right to search in cases where the SSO has sufficient legal cause to believe that a student or staff member is armed. The SSO will not be considered an agent of the School District when conducting searches in which evidence for prosecution may be obtained.
- b. The procedural safeguards set forth in paragraph above shall not be applicable to administrative searches or seizures. Where reasonable suspicion exists that a student is in possession of an article that violates school rules, the Superintendent of Schools or a building administrator may conduct an administrative search and the SSO may observe on the School District's behalf.

17. **Education Law Section 2-d Compliance:**

- A. **Protection of Confidential Data.** City shall provide its services in a manner which protects Student Data (as defined by 8 NYCRR 121.1(q)) and Teacher or Principal Data (as defined by 8 NYCRR 121.1(r)) (hereinafter "Confidential Data") in accordance with the requirements articulated under Federal, New York State and local laws and regulations, including but not limited to the foregoing:
 - (a) City will adopt technologies, safeguards and practices that align with the NIST Cybersecurity Framework.
 - (b) City will comply with the School District Data Security and Privacy Policy, Education Law § 2-d, and 8 NYCRR §121.

- (c) City will limit internal access to personally identifiable information to only those employees or sub-contractors that need access to provide the contracted services.
- (d) City will not use the personally identifiable information for any purpose not explicitly authorized in this Agreement.
- (e) City will not disclose any personally identifiable information to any other party without the prior written consent of the parent or eligible student, unless otherwise authorized pursuant to applicable law.
- (f) City will maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable information in its custody.
- (g) City will use encryption to protect personally identifiable information in its custody while in motion or at rest.
- (h) City will not sell personally identifiable information nor use or disclose it for any marketing or commercial purpose or facilitate its use or disclosure by any other party for any marketing or commercial purpose or permit another party to do so.
- (i) In the event City engages a subcontractor to perform its contractual obligations, the data protection obligations imposed on the City shall apply to the subcontractor.

B. Data Breach. In the event that Confidential Data is accessed or obtained by an unauthorized individual, City shall provide notification to the School District without unreasonable delay and not more than seven calendar days after the discovery of such breach. City shall follow the following process:

- (a) The security breach notification shall be titled "Notice of Data Breach," shall be clear, concise, use language that is plain and easy to understand, and to the extent available, shall include: a brief description of the breach or unauthorized release; the dates of the incident in the date of discovery; a description of the types of Confidential affected; an estimate of the number of records affected; a brief description of the City's investigation or plan to investigate; and contact information for representatives who can assist the School District with additional questions.
- (b) The City shall also prepare a statement for parents and eligible students which provides information under the following categories: "What Happened," "What Information Was Involved," "What We Are Doing," "What You Can Do," and "For More Information."
- (c) Where a breach or unauthorized release of Confidential Data is attributed to City, and/or a subcontractor or affiliate of City, City shall pay for or promptly reimburse the School District for the cost of notification to parents and eligible students of the breach.
- (d) City shall cooperate with the School District and law enforcement to protect the integrity of investigations into the breach or unauthorized release of Confidential Data.
 - i. The name and contact information of the reporting School District subject to this section.

- ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 - iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
 - iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.
 - v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
 - vi. Information about what the agency has done to protect individuals whose information has been breached.
 - vii. Advice on steps that the person whose information has been breached may take to protect himself or herself.
- (e) City further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Protected Data or any portion thereof, and agrees to provide Client, upon request, with a copy of said written incident response plan.

C. 2-d Addenda. The following addenda attached hereto shall be incorporated into the Agreement, and shall supersede any inconsistent provisions in the Agreement:

- Addendum A: Parents' Bill of Rights for Data Privacy and Security
- Addendum B: Parents' Bill of Rights – Supplemental Information Addendum
- Addendum C: City's Data Security and Privacy Plan

18. Records Retention. The parties agree that all records must be available for a period of four (4) years and must be made available for audit by the New York State Department of Education and New York State Audit and Control upon request.

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

20. Non-Appropriation. Should funds become unavailable or should appropriate governing bodies fail to approve sufficient funds for completion of the services or programs set forth in this Agreement, the School District shall have the option to immediately terminate this Agreement upon providing written notice to the other party. In such event, the School District shall be under no further obligation to the City other than payment for cost actually incurred prior to termination and in no event will the City be responsible for any actual or consequential damages as a result of termination.

21. Termination. This Agreement may be terminated upon sixty (60) days' written notice to the other party at said party's designated address. The parties further agree that this

Agreement expires at the end of the 2022-2023 academic year without notice, unless otherwise extended. Any extension or renewal of said agreement shall be authorized by the School District Board of Education and the City Board of Trustees.

22. **Governing Law.** The Agreement shall be construed and interpreted in accordance with the laws of New York State.
23. **Assignment.** This Agreement may not be assigned by either party.
24. **Interpretation.** The language of all parts of this Agreement in all cases shall be construed as a whole, according to its fair meaning, and not strictly for or against any party, regardless of who drafted it.
25. **Waiver.** The failure of any party to insist on the strict performance of any provision of this Agreement or to exercise any right under this Agreement shall not constitute a waiver of such provisions or right. A waiver is effective only if in writing and signed and delivered by the waiving party.
26. **Applicability.** It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof. Any alterations, amendments, deletions, or waivers of the provisions in this Agreement shall be valid only when expressed in writing and duly signed by the parties.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

CITY OF ROME

ROME CITY SCHOOL DISTRICT

Jacqueline M. Izzo, Mayor

Peter C. Blake, Superintendent of Schools

SEAL

SEAL

Addendum A

PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

To satisfy their responsibilities regarding the provision of education to students in pre-kindergarten through grade twelve, "educational agencies" (as defined below) in the State of New York collect and maintain certain personally identifiable information from the education records of their students. As part of the Common Core Implementation Reform Act, Education Law §2-d requires that each educational agency in the State of New York must develop a Parents' Bill of Rights for Data Privacy and Security (Parents' Bill of Rights). The Parents' Bill of Rights must be published on the website of each educational agency, and must be included with every contract the educational agency enters into with a "third party contractor" (as defined below) where the third party contractor receives student data, or certain protected teacher/principal data related to Annual Professional Performance Reviews that is designated as confidential pursuant to Education Law §3012-c ("APPR data").

The purpose of the Parents' Bill of Rights is to inform parents (which also include legal guardians or persons in parental relation to a student, but generally not the parents of a student who is age eighteen or over) of the legal requirements regarding privacy, security and use of student data. In addition to the federal Family Educational Rights and Privacy Act (FERPA), Education Law §2-d provides important new protections for student data, and new remedies for breaches of the responsibility to maintain the security and confidentiality of such data.

Addendum B

PARENTS' BILL OF RIGHTS – SUPPLEMENTAL INFORMATION ADDENDUM

1. **EXCLUSIVE PURPOSES FOR DATA USE:** The exclusive purposes for which “student data” or “teacher or principal data” (as those terms are defined in Education Law Section 2-d and collectively referred to as the “Confidential Data”) will be used by City of Rome (the “Contractor”) are limited to the purposes authorized in the contract between the Contractor and the Rome City School District (the “School District”) commencing on [insert contract date] and expiring on June 30, 2023 (the “Contract”).
2. **SUBCONTRACTOR OVERSIGHT DETAILS:** The Contractor will ensure that any subcontractors, or other authorized persons or entities to whom the Contractor will disclose the Confidential Data, if any, are contractually required to abide by all applicable data protection and security requirements, including but not limited to those outlined in applicable state and federal laws and regulations (e.g., Family Educational Rights and Privacy Act (“FERPA”); Education Law §2-d; 8 NYCRR Part 121).
3. **CONTRACT PRACTICES:** The Contract commences and expires on the dates set forth in the Contract, unless earlier terminated or renewed pursuant to the terms of the Contract. On or before the date the Contract expires, protected data will be exported to the School District in [insert data format] format and/or destroyed by the Contractor as directed by the School District.
4. **DATA ACCURACY/CORRECTION PRACTICES:** A parent or eligible student can challenge the accuracy of any “education record”, as that term is defined in the FERPA, stored by the School District in a Contractor’s product and/or service by following the School District’s procedure for requesting the amendment of education records under the FERPA. Teachers and principals may be able to challenge the accuracy of APPR data stored by School District in Contractor’s product and/or service by following the appeal procedure in the School District’s APPR Plan. Unless otherwise required above or by other applicable law, challenges to the accuracy of the Confidential Data shall not be permitted.

5. **SECURITY PRACTICES:** Confidential Data provided to Contractor by the School District will be stored ~~[insert location]~~. The measures that Contractor takes to protect Confidential Data will align with the NIST Cybersecurity Framework including, but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection.

6. **ENCRYPTION PRACTICES:** The Contractor will apply encryption to the Confidential Data while in motion and at rest at least to the extent required by Education Law Section 2-d and other applicable law.

Addendum C

CITY'S DATA SECURITY AND PRIVACY PLAN

RESOLUTION NO. 66

**AUTHORIZING CHANGE ORDER NO. 3 TO AGREEMENT WITH
PATRICIA ELECTRIC, INC. RELATIVE TO THE WATER POLLUTION
CONTROL FACILITY HANDLING UPGRADES (ELECTRICAL CONTRACT #1E).**

By _____:

WHEREAS, the Board of Estimate and Contract of the City of Rome, New York, pursuant to Resolution No. 173 adopted July 2, 2018, authorized the awarding of a contract with Patricia Electric, Inc. for the WPCF Solids Handling Upgrades Project; and

WHEREAS, Butch Conover, Commissioner of the Department of Public Works for the City of Rome, New York, has recommended that the City of Rome, New York execute Change Order No. 3 for purposes of reflecting a decrease in the contract amount of \$1,112.34 for a new total amount of \$871,387.66, including a no cost time extension of 100 days for a new final completion date of March 25, 2020; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, that the Mayor of the City of Rome is hereby authorized to execute Change Order No. 3 for purposes of reflecting a decrease in the contract amount of \$1,112.34 for a new total amount of \$871,387.66, including a no cost time extension of 100 days for a new final completion date of March 25, 2020.

Seconded by _____.

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

ADOPTED _____ DEFEATED _____



6800 Old Collamer Road, Suite 3
East Syracuse, NY 13057
tel: 315 434-3200

March 17, 2020

Mr. Butch Conover
Commissioner of Public Works
City Hall
198 N. Washington Street
Rome, NY 13440

Subject: WPCF Solids Handling Upgrades - Electrical Contract No. 1E - Balancing Change Order #3

Dear Mr. Conover:

The electrical work for the solids handling upgrades at the Rome Water Pollution Control Facility is complete. There are remaining funds left on the allowance item of the contract. This change order balances out all items to the amount actually incurred during the project. A summary of the contract is included in the attached table.

CDM Smith recommends decreasing Patricia Electric Inc.'s contract for the Solids Handling Upgrades Project by \$1,112.34 from \$872,500 to \$871,387.66.

A contract extension of 100 days for final completion from December 15, 2019 to March 25, 2020 is also recommended for punch list and contract completion because of extended time for start-up and final testing.

If you have any questions or wish to discuss this further, please call me at (315) 434-3247

Sincerely,

Nancy Oram Vigneault, P.E., BCEE
Principal Engineer
CDM Smith

Patricia Electric, Inc.
WPCF Solids Handling Contract

Item	Item	scheduled value	revised value	Total Completed to Date	% Complete (based on original value)	Final Change Order Amount	Balance to Finish (after final balancing CO)
1	Bond/Insurance	\$15,000	\$15,000	\$15,000.00	100%		\$0.00
2	Mobilization	\$20,000	\$20,000	\$20,000.00	100%		\$0.00
3	Lighting Material	\$20,000	\$20,000	\$20,000.00	100%		\$0.00
4	Lighting Labor	\$7,000	\$7,000	\$7,000.00	100%		\$0.00
5	Gear Material	\$110,000	\$110,000	\$110,000.00	100%		\$0.00
6	Gear Labor	\$26,000	\$26,000	\$26,000.00	100%		\$0.00
7	Lighting Protection	\$16,000	\$16,000	\$16,000.00	100%		\$0.00
8	Fire Alarm Material	\$8,500	\$8,500	\$8,500.00	100%		\$0.00
9	Fire Alarm Labor	\$8,000	\$8,000	\$8,000.00	100%		\$0.00
10	Heat Trace Material	\$18,000	\$18,000	\$18,000.00	100%		\$0.00
11	Heat Trace Labor	\$3,000	\$3,000	\$3,000.00	100%		\$0.00
12	Excavation/Manholes	\$65,000	\$65,000	\$65,000.00	100%		\$0.00
13	Conduit & Supports Material	\$90,000	\$90,000	\$90,000.00	100%		\$0.00
14	Conduit & Supports Labor	\$150,500	\$150,500	\$150,500.00	100%		\$0.00
15	Wire/Cables Material	\$104,000	\$104,000	\$104,000.00	100%		\$0.00
16	Wire/Cables Labor	\$55,000	\$55,000	\$55,000.00	100%		\$0.00
17	Demolition	\$21,000	\$21,000	\$21,000.00	100%		\$0.00
18	Motor/Wiring/Devices/Connections Material	\$25,000	\$25,000	\$25,000.00	100%		\$0.00
19	Motor/Wiring/Devices/Connections Labor	\$60,000	\$60,000	\$60,000.00	100%		\$0.00
20	Allowance	\$12,500					
	CHANGE ORDER 1	\$25,000					
	CHANGE ORDER 2	\$3,000					
	RFE 2 - remove VFD		-\$3,800.00	-\$3,800.00	100%		\$0.00
	RFE 3 added valves		\$3,087.65	\$3,087.65	100%		\$0.00
	RFE 4 power/control to overhead doors in truck bay		\$8,978.16	\$8,978.16	100%		\$0.00
	RFE 6 emulsion polymer conduit/wire		\$1,013.82	\$1,013.82	100%		\$0.00
	RFE 9 power to OH door on north wall		\$2,693.87	\$2,693.87	100%		\$0.00
	RFE 7 fire alarm		\$7,905.71	\$7,905.71	100%		\$0.00
	RFE 8 breaker for LP-7		\$652.85	\$652.85	100%		\$0.00
	RFE 10 secondary digested sludge feed pump - junction box		\$2,581.22	\$2,581.22	100%		\$0.00
	changeout of 5 VFDs		\$15,799.45	\$15,799.45	100%		\$0.00
	Add outlet for workstation desk		\$474.93	\$474.93	100%		\$0.00
	<i>Subtotal Allowance + Change Orders</i>		<i>\$39,387.66</i>	<i>\$39,387.66</i>	<i>97.25%</i>	<i>-\$1,112.34</i>	<i>\$0.00</i>
21	Demobilization/Closeout	\$10,000	\$10,000	\$10,000.00	100%		\$0.00
	TOTAL	\$872,500	\$871,387.66	\$871,387.66	99.9%	-\$1,112.34	\$0.00
	Total Contract Amount (Original + CO1 + CO2)	\$872,500				Revised Contract Amount	\$871,387.66

RESOLUTION NO. 67

**AUTHORIZING CHANGE ORDER NO. 1 TO AGREEMENT WITH
PATRICIA ELECTRIC, INC. RELATIVE TO THE WATER POLLUTION
CONTROL FACILITY UV DISINFECTION UPGRADES
(ELECTRICAL CONTRACT #1E).**

By _____:

WHEREAS, the Board of Estimate and Contract of the City of Rome, New York, pursuant to Resolution No. 172 adopted July 2, 2018, authorized the awarding of a contract with Patricia Electric, Inc. for the WPCF UV Disinfection Upgrades Project; and

WHEREAS, Butch Conover, Commissioner of the Department of Public Works for the City of Rome, New York, has recommended that the City of Rome, New York execute Change Order No. 1 for purposes of reflecting a decrease in the contract amount of \$7,251.88 for a new total amount of \$612,248.12, including a no cost time extension of 100 days for a new final completion date of March 25, 2020; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, that the Mayor of the City of Rome is hereby authorized to Change Order No. 1 for purposes of reflecting a decrease in the contract amount of \$7,251.88 for a new total amount of \$612,248.12, including a no cost time extension of 100 days for a new final completion date of March 25, 2020.

Seconded by _____.

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

ADOPTED _____ DEFEATED _____



6800 Old Collamer Road, Suite 3
East Syracuse, NY 13057
tel: 315 434-3200

March 18, 2020

Mr. Butch Conover
Commissioner of Public Works
City Hall
198 N. Washington Street
Rome, NY 13440

Subject: WPCF UV Disinfection Upgrades – Electrical Contract No. 1E – Balancing Change Order #1

Dear Mr. Conover:

The electrical work for the UV disinfection upgrades at the Rome Water Pollution Control Facility is complete. There are remaining funds left on the allowance item of the contract. This change order balances out all items to the amount actually incurred during the project. A summary of the contract is included in the attached table.

CDM Smith recommends decreasing Patricia Electric Inc.'s contract for the UV Disinfection Upgrades Project by \$7,251.88 from \$619,500 to \$612,248.12.

A contract extension of 100 days for final completion from December 15, 2019 to March 25, 2020 is also recommended for punch list and contract completion because of extended time for start-up and final testing.

If you have any questions or wish to discuss this further, please call me at (315) 434-3247

Sincerely,

Nancy Oram Vigneault, P.E., BCEE
Principal Engineer
CDM Smith



Patricia Electric, Inc.
WPCF UV Disinfection Contract

Item		scheduled value	revised value	Total Completed to Date	% Complete (based on original value)	Final Change Order Amount	Balance to Finish
1	Bond/Insurance	\$13,000	\$13,000	\$13,000.00	100%		\$0.00
2	Mobilization	\$20,000	\$20,000	\$20,000.00	100%		\$0.00
3	Lighting Material	\$20,000	\$20,000	\$20,000.00	100%		\$0.00
4	Lighting Labor	\$10,000	\$10,000	\$10,000.00	100%		\$0.00
5	Gear Material	\$90,000	\$90,000	\$90,000.00	100%		\$0.00
6	Gear Labor	\$30,000	\$30,000	\$30,000.00	100%		\$0.00
7	Lightning Protection	\$12,000	\$12,000	\$12,000.00	100%		\$0.00
8	Fire Alarm Material	\$10,000	\$0	\$0.00	0%	-\$10,000.00	\$0.00
9	Fire Alarm Labor	\$5,000	\$0	\$0.00	0%	-\$5,000.00	\$0.00
10	Excavation/Manholes	\$55,000	\$55,000	\$55,000.00	100%		\$0.00
11	Conduit & Supports Material	\$60,000	\$70,000	\$70,000.00	117%	\$10,000.00	\$0.00
12	Conduit & Supports Labor	\$100,000	\$105,000	\$105,000.00	105%	\$5,000.00	\$0.00
13	Wire/Cables Material	\$69,000	\$69,000	\$69,000.00	100%		\$0.00
14	Wire/Cables Labor	\$33,000	\$33,000	\$33,000.00	100%		\$0.00
15	Motor/Wiring/Devices/Connections Material	\$30,000	\$30,000	\$30,000.00	100%		\$0.00
16	Motor/Wiring/Devices/Connections Labor	\$45,000	\$45,000	\$45,000.00	100%		\$0.00
17	Allowance	\$12,500		\$5,248.12	42%		\$0.00
	RFE 1 new wires/conduits to sampler		\$5,248.12	\$0.00		-\$7,251.88	\$0.00
18	Demobilization/Closeout	\$5,000	\$5,000	\$5,000.00	100%		\$0.00
				\$0.00			\$0.00
	TOTAL	\$619,500	\$612,248	\$612,248.12	98.83%	-\$7,251.88	\$0.00
Total Contract Amount		\$619,500				Revised Contract Amount	\$612,248.12

RESOLUTION NO. 68

AUTHORIZING CHANGE ORDER NO. 1 TO AGREEMENT WITH HJ BRANDELES, CORP RELATIVE TO THE WATER POLLUTION CONTROL FACILITY SOLIDS HANDLING UPGRADES (HVAC CONTRACT #1M).

By _____:

WHEREAS, the Board of Estimate and Contract of the City of Rome, New York, pursuant to Resolution No. 169 adopted July 2, 2018, authorized the awarding of a contract with HJ Brandeles, Corp for the WPCF Solids Handling Upgrades Project; and

WHEREAS, Butch Conover, Commissioner of the Department of Public Works for the City of Rome, New York, has recommended that the City of Rome, New York execute Change Order No. 1 for purposes of reflecting a decrease in the contract amount of \$8,144.00 for a new total amount of \$350,356.00, including a no cost time extension of 130 days for a new final completion date of April 24, 2020; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, that the Mayor of the City of Rome is hereby authorized to Change Order No. 1 for purposes of reflecting a decrease in the contract amount of \$8,144.00 for a new total amount of \$350,356.00, including a no cost time extension of 130 days for a new final completion date of April 24, 2020.

Seconded by _____.

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

ADOPTED _____ DEFEATED _____



6800 Old Collamer Road, Suite 3
East Syracuse, NY 13057
tel: 315 434-3200

March 24, 2020

Mr. Butch Conover
Commissioner of Public Works
City Hall
198 N. Washington Street
Rome, NY 13440

Subject: WPCF Solids Handling Upgrades - Mechanical/HVAC Contract No. 1M - Balancing Change Order #1

Dear Mr. Conover:

The mechanical work for the Solids Handling upgrades at the Rome Water Pollution Control Facility is nearly complete with only a couple of minor items remaining on the punch list. There are remaining funds left on the allowance item of the contract. This change order balances out all items to the amount actually incurred during the project. A summary of the contract is included in the attached table.

CDM Smith recommends decreasing H.J. Brandeles Corp.'s mechanical contract for the Solids Handling Upgrades Project by \$8,144 from \$358,500 to \$350,356.

A contract extension of 130 days for final completion from December 15, 2019 to April 24, 2020 is also recommended for punch list and contract completion because of extended time for start-up and final testing.

If you have any questions or wish to discuss this further, please call me at (315) 434-3247 or on my cell at (315) 525-7427.

Sincerely,

Nancy Oram Vigneault, P.E., PMP, BCEE
Principal Engineer
CDM Smith



HJ Brandeles

WPCF Solids Handling Mechanical/HVAC Contract

Item	Item	Scheduled Value	Total Completed to Date	% Completed	Final Change Order Amount	Balance to Finish (after final balancing CO)
1	Bonds and Insurance	\$10,000	\$10,000.00	100%		\$0.00
2	Project Administration	\$4,000	\$4,000.00	100%		\$0.00
3	Project Close Out	\$4,000	\$4,000.00	100%		\$0.00
4	Allowance	\$12,500	\$4,356.00	35%	-\$8,144.00	\$0.00
5	Project Supervision	\$8,000	\$8,000.00	100%		\$0.00
6	Insulation	\$20,000	\$20,000.00	100%		\$0.00
7	Balancing	\$3,000	\$3,000.00	100%		\$0.00
8	Removals	\$10,000	\$10,000.00	100%		\$0.00
9	Pumps and Specialties	\$10,000	\$10,000.00	100%		\$0.00
10	ATC Work					
11	Labor	\$15,000	\$15,000.00	100%		\$0.00
12	Material	\$15,000	\$15,000.00	100%		\$0.00
13	Boiler					
14	Labor	\$3,000	\$3,000.00	100%		\$0.00
15	Material	\$65,000	\$65,000.00	100%		\$0.00
16	Split A/C Units					
17	Labor	\$1,000	\$1,000.00	100%		\$0.00
18	Material	\$4,000	\$4,000.00	100%		\$0.00
19	HV Unit					
20	Labor	\$2,000	\$2,000.00	100%		\$0.00
21	Material	\$10,000	\$10,000.00	100%		\$0.00
22	Unit Heaters					
23	Labor	\$3,000	\$3,000.00	100%		\$0.00
24	Material	\$17,000	\$17,000.00	100%		\$0.00
25	Fans and Louvers					
26	Labor	\$4,000	\$4,000.00	100%		\$0.00
27	Material	\$10,000	\$10,000.00	100%		\$0.00
28	Ref. Piping					
29	Labor	\$3,000	\$3,000.00	100%		\$0.00
30	Material	\$2,000	\$2,000.00	100%		\$0.00
31	HWH Piping					
32	Labor	\$40,000	\$40,000.00	100%		\$0.00
33	Material	\$20,000	\$20,000.00	100%		\$0.00
34	Flue Piping					
35	Labor	\$3,000	\$3,000.00	100%		\$0.00
36	Material	\$3,000	\$3,000.00	100%		\$0.00
37	Sheet Metal Ductwork					
38	Labor	\$42,000	\$42,000.00	100%		\$0.00
39	Material	\$15,000	\$15,000.00	100%		\$0.00
						\$0.00
	TOTAL	\$358,500	\$350,356.00	97.7%	-\$8,144.00	\$0.00
	Total Contract Amount	\$358,500			Revised Contract Amount	\$350,356.00

RESOLUTION NO. 69

**AUTHORIZING CHANGE ORDER NO. 1 TO AGREEMENT WITH HJ BRANDELES,
CORP RELATIVE TO THE WATER POLLUTION CONTROL FACILITY SOLIDS
HANDLING UPGRADES (PLUMBING CONTRACT #1P).**

By _____:

WHEREAS, the Board of Estimate and Contract of the City of Rome, New York, pursuant to Resolution No. 168 adopted July 2, 2018, authorized the awarding of a contract with HJ Brandeles, Corp for the WPCF Solids Handling Upgrades Project; and

WHEREAS, Butch Conover, Commissioner of the Department of Public Works for the City of Rome, New York, has recommended that the City of Rome, New York execute Change Order No. 1 for purposes of reflecting a decrease in the contract amount of \$4,180.00 for a new total amount of \$105,320.00, including a no cost time extension of 130 days for a new final completion date of April 24, 2020; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, that the Mayor of the City of Rome is hereby authorized to Change Order No. 1 for purposes of reflecting a decrease in the contract amount of \$4,180.00 for a new total amount of \$105,320.00, including a no cost time extension of 130 days for a new final completion date of April 24, 2020.

Seconded by _____.

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

ADOPTED _____ DEFEATED _____



6800 Old Collamer Road, Suite 3
East Syracuse, NY 13057
tel: 315 434-3200

March 24, 2020

Mr. Butch Conover
Commissioner of Public Works
City Hall
198 N. Washington Street
Rome, NY 13440

Subject: WPCF Solids Handling Upgrades – Plumbing Contract No. 1P – Balancing Change Order #1

Dear Mr. Conover:

The plumbing work for the Solids Handling upgrades at the Rome Water Pollution Control Facility is nearly complete with only a few items remaining on the punch list. There are remaining funds left on the allowance item of the contract. This change order balances out all items to the amount actually incurred during the project. A summary of the contract is included in the attached table.

CDM Smith recommends decreasing H.J. Brandeles Corp.'s plumbing contract for the Solids Handling Upgrades Project by \$4,180 from \$109,500 to \$105,320.

A contract extension of 130 days for final completion from December 15, 2019 to April 24, 2020 is also recommended for punch list and contract completion because of extended time for start-up and final testing.

If you have any questions or wish to discuss this further, please call me at (315) 434-3247 or (315) 525-7427.

Sincerely,

Nancy Oram Vigneault, P.E., PMP, BCEE
Principal Engineer
CDM Smith

HJ Brandeles

WPCF Solids Handling Upgrades - Plumbing Contract

Item		scheduled value	Total Completed to Date	% Completed	Final Change Order Amount	Balance to Finish (after final balancing CO)
1	Bonds and Insurance	\$3,000	\$3,000.00	100%		\$0.00
2	Project Administration	\$2,000	\$2,000.00	100%		\$0.00
3	Project Close Out	\$2,000	\$2,000.00	100%		\$0.00
4	Allowance	\$12,500	\$8,320.00	67%	-\$4,180.00	\$0.00
5	Project Supervision	\$3,000	\$3,000.00	100%		\$0.00
6	Insulation	\$4,000	\$4,000.00	100%		\$0.00
7	Removals	\$3,000	\$3,000.00	100%		\$0.00
8	Flame Trap Assembly					
9	Labor	\$1,000	\$1,000.00	100%		\$0.00
10	Material	\$8,000	\$8,000.00	100%		\$0.00
11	Plumbing Specialties					
12	Labor	\$4,000	\$4,000.00	100%		\$0.00
13	Material	\$15,000	\$15,000.00	100%		\$0.00
14	Gas Piping					
15	Labor	\$4,000	\$4,000.00	100%		\$0.00
16	Material	\$2,000	\$2,000.00	100%		\$0.00
17	Storm Piping					
18	Labor	\$11,000	\$11,000.00	100%		\$0.00
19	Material	\$5,000	\$5,000.00	100%		\$0.00
20	Sanitary Piping					
21	Labor	\$13,000	\$13,000.00	100%		\$0.00
22	Material	\$6,000	\$6,000.00	100%		\$0.00
23	Water Piping					
24	Labor	\$7,000	\$7,000.00	100%		\$0.00
25	Material	\$4,000	\$4,000.00	100%		\$0.00
						\$0.00
	TOTAL	\$109,500	\$105,320.00	96.2%	-\$4,180.00	\$0.00
	Total Contract Amount	\$109,500			Revised Contract Amount	\$105,320.00

RESOLUTION NO. 70

**AUTHORIZING CHANGE ORDER NO. 1 TO AGREEMENT WITH HJ BRANDELES,
CORP RELATIVE TO THE WATER POLLUTION CONTROL FACILITY UV
DISINFECTION UPGRADES (HVAC CONTRACT #1M).**

By _____:

WHEREAS, the Board of Estimate and Contract of the City of Rome, New York, pursuant to Resolution No. 171 adopted July 2, 2018, authorized the awarding of a contract with HJ Brandeles, Corp for the WPCF UV Disinfection Upgrades; and

WHEREAS, Butch Conover, Commissioner of the Department of Public Works for the City of Rome, New York, has recommended that the City of Rome, New York execute Change Order No. 1 for purposes of reflecting a decrease in the contract amount of \$12,500.00 for a new total amount of \$99,000.00, including a no cost time extension of 130 days for a new final completion date of April 24, 2020; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, that the Mayor of the City of Rome is hereby authorized to Change Order No. 1 for purposes of reflecting a decrease in the contract amount of \$12,500.00 for a new total amount of \$99,000.00, including a no cost time extension of 130 days for a new final completion date of April 24, 2020.

Seconded by _____.

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

ADOPTED _____ DEFEATED _____



6800 Old Collamer Road, Suite 3
East Syracuse, NY 13057
tel: 315 434-3200

March 24, 2020

Mr. Butch Conover
Commissioner of Public Works
City Hall
198 N. Washington Street
Rome, NY 13440

Subject: WPCF UV Disinfection Upgrades – Mechanical/HVAC Contract No. 1M – Balancing Change Order #1

Dear Mr. Conover:

The mechanical work for the UV Disinfection upgrades at the Rome Water Pollution Control Facility is nearly complete with only a minor item remaining on the punch list. There are remaining funds left on the allowance item of the contract. This change order balances out all items to the amount actually incurred during the project. A summary of the contract is included in the attached table.

CDM Smith recommends decreasing H.J. Brandeles Corp.'s mechanical contract for the UV Disinfection Upgrades Project by \$12,500 from \$111,500 to \$99,000.

A contract extension of 130 days for final completion from December 15, 2019 to April 24, 2020 is also recommended for punch list and contract completion because of extended time for start-up and final testing.

If you have any questions or wish to discuss this further, please call me at (315) 434-3247 or on my cell at (315) 525-7427.

Sincerely,

Nancy Oram Vigneault, P.E., PMP, BCEE
Principal Engineer
CDM Smith



HJ Brandeles

WPCF UV Disinfection - Mechanical/HVAC Contract

	Item	Scheduled Value	Total Completed to Date	% Completed	Final Change Order Amount	Balance to Finish (after final balancing CO)
1	Bonds and Insurance	\$3,000	\$3,000.00	100%		\$0.00
2	Project Administration	\$2,000	\$2,000.00	100%		\$0.00
3	Project Close Out	\$2,000	\$2,000.00	100%		\$0.00
4	Allowance	\$12,500	\$0.00	0%	-\$12,500.00	\$0.00
5	Project Supervision	\$3,000	\$3,000.00	100%		\$0.00
6	Insulation	\$5,000	\$5,000.00	100%		\$0.00
7	Balancing	\$1,000	\$1,000.00	100%		\$0.00
8	ATC Work					
9	Labor	\$7,000	\$7,000.00	100%		\$0.00
10	Material	\$7,000	\$7,000.00	100%		\$0.00
11	Split A/C Work					
12	Labor	\$2,000	\$2,000.00	100%		\$0.00
13	Material	\$5,000	\$5,000.00	100%		\$0.00
14	Unit Heaters					
15	Labor	\$2,000	\$2,000.00	100%		\$0.00
16	Material	\$3,000	\$3,000.00	100%		\$0.00
17	Fans and Louvers					
18	Labor	\$8,000	\$8,000.00	100%		\$0.00
19	Material	\$28,000	\$28,000.00	100%		\$0.00
20	Vent and Intake Piping					
21	Labor	\$2,000	\$2,000.00	100%		\$0.00
22	Material	\$1,000	\$1,000.00	100%		\$0.00
23	Ref. Piping					
24	Labor	\$3,000	\$3,000.00	100%		\$0.00
25	Material	\$2,000	\$2,000.00	100%		\$0.00
26	Sheet Metal Ductwork					
27	Labor	\$8,000	\$8,000.00	100%		\$0.00
28	Material	\$5,000	\$5,000.00	100%		\$0.00
	TOTAL	\$111,500	\$99,000.00	88.8%	-\$12,500.00	\$0.00
Total Contract Amount		\$111,500			Revised Contract Amount	\$99,000.00

RESOLUTION NO. 71

**AUTHORIZING CHANGE ORDER NO. 1 TO AGREEMENT WITH HJ BRANDELES,
CORP RELATIVE TO THE WATER POLLUTION CONTROL FACILITY UV
DISINFECTION UPGRADES (PLUMBING CONTRACT #1P).**

By _____:

WHEREAS, the Board of Estimate and Contract of the City of Rome, New York, pursuant to Resolution No. 170 adopted July 2, 2018, authorized the awarding of a contract with HJ Brandeles, Corp for the WPCF UV Disinfection Upgrades; and

WHEREAS, Butch Conover, Commissioner of the Department of Public Works for the City of Rome, New York, has recommended that the City of Rome, New York execute Change Order No. 1 for purposes of reflecting a decrease in the contract amount of \$12,500.00 for a new total amount of \$45,000.00, including a no cost time extension of 130 days for a new final completion date of April 24, 2020; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, that the Mayor of the City of Rome is hereby authorized to Change Order No. 1 for purposes of reflecting a decrease in the contract amount of \$12,500.00 for a new total amount of \$45,000.00, including a no cost time extension of 130 days for a new final completion date of April 24, 2020.

Seconded by _____.

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

ADOPTED _____ DEFEATED _____



6800 Old Collamer Road, Suite 3
East Syracuse, NY 13057
tel: 315 434-3200

March 24, 2020

Mr. Butch Conover
Commissioner of Public Works
City Hall
198 N. Washington Street
Rome, NY 13440

Subject: WPCF UV Disinfection Upgrades - Plumbing Contract No. 1P - Balancing Change Order #1

Dear Mr. Conover:

The plumbing work for the UV Disinfection upgrades at the Rome Water Pollution Control Facility is nearly complete with only a few items remaining on the punch list. There are remaining funds left on the allowance item of the contract. This change order balances out all items to the amount actually incurred during the project. A summary of the contract is included in the attached table.

CDM Smith recommends decreasing H.J. Brandeles Corp.'s plumbing contract for the UV Disinfection Upgrades Project by \$12,500 from \$57,500 to \$45,000.

A contract extension of 130 days for final completion from December 15, 2019 to April 24, 2020 is also recommended for punch list and contract completion because of extended time for start-up and final testing.

If you have any questions or wish to discuss this further, please call me at (315) 434-3247 or (315) 525-7427.

Sincerely,

Nancy Oram Vigneault, P.E., PMP, BCEE
Principal Engineer
CDM Smith

HJ Brandeles

WPCF UV Disinfection - Plumbing Contract

	Item	Scheduled Value	Total Completed to Date	% Completed	Final Change Order Amount	Balance to Finish
1	Bonds and Insurance	\$1,500	\$1,500.00	100%		\$0.00
2	Project Administration	\$1,000	\$1,000.00	100%		\$0.00
3	Project Close Out	\$1,000	\$1,000.00	100%		\$0.00
4	Allowance	\$12,500	\$0.00	0%	-\$12,500.00	\$0.00
5	Project Supervision	\$2,000	\$2,000.00	100%		\$0.00
6	Insulation	\$3,000	\$3,000.00	100%		\$0.00
7	Plumbing Specialties					
8	Labor	\$3,000	\$3,000.00	100%		\$0.00
9	Material	\$7,000	\$7,000.00	100%		\$0.00
10	Natural Gas Piping					
11	Labor	\$2,500	\$2,500.00	100%		\$0.00
12	Material	\$1,000	\$1,000.00	100%		\$0.00
13	Storm Piping					
14	Labor	\$6,000	\$6,000.00	100%		\$0.00
15	Material	\$4,000	\$4,000.00	100%		\$0.00
16	Sanitary Piping					
17	Labor	\$4,000	\$4,000.00	100%		\$0.00
18	Material	\$3,000	\$3,000.00	100%		\$0.00
19	Water Piping					
20	Labor	\$4,000	\$4,000.00	100%		\$0.00
21	Material	\$2,000	\$2,000.00	100%		\$0.00
			\$0.00			
	TOTAL	\$57,500	\$45,000.00	78.3%	-\$12,500.00	\$0.00
	Total Contract Amount	\$57,500			Revised Contract Amount	\$45,000.00

RESOLUTION NO. 72

AUTHORIZING THE MAYOR TO ENTER INTO A PERSONAL SERVICES AGREEMENT WITH CHIEF OF THE ROME FIRE DEPARTMENT.

By _____:

WHEREAS, Frank Retrosi, Commissioner of Public Safety for the City of Rome, New York has recommended that the Mayor enter into a personal services agreement with the Chief of the Rome Fire Department; now, therefore

BE IT RESOLVED, that the Mayor of the City of Rome, New York is hereby authorized to enter into a personal services agreement with the Chief of the Rome Fire Department, pursuant to the terms set forth in the attached draft agreement which is made part of this Resolution.

Seconded by _____.

AYES & NAYS: Mayor Izzo ____ Viscelli ____ Feeney ____
Conover ____ Nolan ____

ADOPTED ____ DEFEATED ____

AGREEMENT

**BETWEEN
THOMAS LACOVISSI,
CITY OF ROME FIRE CHIEF**

**AND
THE CITY OF ROME, NEW YORK**

(EFFECTIVE _____, 2020 - _____, 2023)

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ARTICLES OF AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2018, hereinafter as "Effective Date", by and between **THE CITY OF ROME, NEW YORK**, a municipal corporation organized and existing under the laws of the State of New York, with its principal place of business located at City Hall, 198 North Washington Street, Rome, New York, hereinafter referred to as "Employer", and Fire Chief **THOMAS IACOVISSI**, hereinafter referred to as "Employee".

WITNESSETH:

WHEREAS, Employee has performed his duties as Chief of the Fire Department for the City of Rome, New York, in an exemplary and meritorious manner, has proactively sought ways to and has implemented ways to improve the efficiency of operations within the City's Fire Department ("Department") and has saved the City and the taxpayers money by various cost-cutting measures and initiatives; and

WHEREAS, the Employee is currently represented by a Collective Bargaining Unit; and

WHEREAS, the Employee understands and acknowledges that the best interests of the Employer for Employee to dissolve the Collective Bargaining Unit, waive any rights to remain organized under the Taylor Law and to enter this Agreement and to enter this Agreement in consideration for said dissolution and waiver; and

WHEREAS, the Employer understands that entering this Agreement and establishing a contractual arrangement and various duties and obligations of the parties to be in its best interests and that of its citizens;

WHEREAS, it is the desire of the parties to enter this Agreement to define, acknowledge and memorialize various terms and conditions of Employer's employment of Employee, including, but not limited to: establishing fair and equitable hours, wages and working conditions; identification of fringe benefits; and to establish, preserve and promote harmonious and mutually beneficial relations; now, therefore,

In consideration of the mutual promises hereinafter set forth, each party agrees as follows:

ARTICLE I - RECOGNITION

SECTION 1. STATUS OF EMPLOYEE; DUTIES.

The parties acknowledges that the position of the Fire Chief is a position that sets policies for the City of Rome Fire Department, subject to the oversight by the Commissioner of Public Safety is mandated by the Rome City Charter and is of a

confidential nature, such that said position is a "management/confidential" position. Further, the parties recognizes that the title of Fire Chief is a permanent competitive position within the New York State Civil Service Law and is subject to the appointment authority provided in the Charter Laws of the City of Rome, New York. Employer shall be deemed to be represented by, as the case may be, the Mayor of the City of Rome, the Commissioner of Public Safety and the Corporation Counsel, subject to the limitations provided by law.

Upon execution of this Agreement, the parties agree and acknowledge that, as of the date of execution of this Agreement, the Employee is the member of a collective bargaining unit representing his interests. However, the parties agree and acknowledge that, in consideration for entering this Agreement and the terms and conditions contained hereunder, that the Employee consents to disorganize said collective bargaining unit and to waive any and all rights to maintain same or that he may otherwise have under said collective bargaining unit or the Taylor Law. The parties agree to cooperate with each to facilitate and finalize the disorganization of Employee's bargaining unit and that the Employer—through the Corporation Counsel's office—will file such paperwork as may be necessary to effectuate the disorganization or dissolution of the bargaining unit.

The parties agree that the duties of the Employee are as set forth in the Rome City Charter, the Rome Fire Department Policies and Procedures Manual, as may be amended and modified from time-to-time, and as may be directed by the City of Rome Public Safety Commissioner.

ARTICLE II – MANAGEMENT RESPONSIBILITIES

Subject only to any specific limitations contained in the express terms of this Agreement or any supplement thereto, the normal functions of management and the direction of the working force including, but not limited to: the hiring of employees; the suspending, discharging or otherwise disciplining of employees; the establishing of reasonable rules and regulations; the assigning of personnel and the scheduling of work; the determination of methods and the means of operation; and the control and regulation and use of all equipment, are exclusive functions of the Employer, provided that any claims of discriminatory promotion and of wrongful or unjust discipline or discharge shall be subject to the grievance procedure herein provided.

Whenever the male gender is used in this Agreement, it shall be construed to include male and female employees unless biologically infeasible.

ARTICLE III – DEFINITIONS

SECTION 1. WORK DAY.

The standard work days hours shall be 0730-1530 ("Normal Work Shift"). The standard work week shall be 40 hours. The Employer agrees that the Employee may "flex" his schedule based on, among other things: meetings; special assignments or activities and/or other reasons for which limiting Employee to the 0730-1530 work period is not advantageous. Employee acknowledges that the Employer,

through its Commissioner of Public Safety shall have the authority to change the hours of the Normal Work Shift on a temporary basis if in the Commissioner's discretion it is necessary. The cumulative period of time for all mandated temporary shifts shall not exceed one (1) month for each calendar year.

SECTION 2. OVERTIME PAY.

"Overtime Pay" means the rate of one and one-half times the hourly rate or daily rate. A minimum of three (3) hours of pay at the overtime pay rate shall be given to the Employee for every call back for a fire, whether said full amount of time is worked or not. Additional time worked for anything other than a call back for a fire will be compensated as compensatory time at one time the hourly rate. Overtime will be calculated to the next half hour. All monetary overtime payments will be paid on the second pay in the month after which such time is accrued or may be converted to compensatory time at the discretion of the Employee. The payroll clerk from the Fire Department shall be responsible for separating these out at the end of each month. Unused Compensatory time will be paid in the same pay period as overtime or carried into the following year at the discretion of the employee. Employee agrees that overtime may be restricted or prohibited by the Employer's Commissioner of Public Safety or the Mayor.

SECTION 3. HOURLY RATE.

Hourly rate shall be determined by dividing the annual salary per pay plan, but not longevity, by the number of working days and the quotient divided by eight (8) hours. Daily rate is 8 times the hourly rate.

ARTICLE IV - CLOTHING ALLOWANCE

SECTION 1. WORK UNIFORMS

Employee shall be paid a clothing allowance of four hundred fifty dollars (\$450.00) per year, payable as close to the first of January as possible.

SECTION 2. UNUSABLE UNIFORMS.

In addition to any clothing allowance, Employee shall have replaced, at no cost to them, uniforms rendered unusable in line of duty.

SECTION 3. LOSS ITEMS.

In the event an Employee, in the line of duty, suffers the loss of his eyeglasses or lenses, or dentures, or other similar prosthetic device, Employer will replace the same at no cost to the employee. Employee shall present to Employer such receipts as shall evidence the replacement cost of the lost item.

SECTION 4. CLEANING ALLOWANCE.

The Employer agrees to pay the Employee, in addition to other compensation, a total of three hundred fifty dollars (\$350.00) per annum for cleaning of his work and dress uniforms, and for maintenance of his work and dress uniforms to ensure proper fit and appearance. Payment to be paid to each employee on the nearest pay period to February 1st of each year. The parties hereto acknowledge that the cleaning allowance compensates employees for expenses incurred in the preceding year. If the Employee did not work the entire preceding year, his cleaning allowance will be reduced to a pro rata basis for each month he was out of work.

ARTICLE V – HOLIDAYS

SECTION 1. HOLIDAYS.

The Employer will grant with pay the following holidays: New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day. The Employee shall use said holidays no later than one (1) year from the date of said holiday. A holiday bank will be created to track time accrued and used.

SECTION 2. PERSONAL LEAVE

The Employee shall be granted six (6) days annually with pay for personal leave. Personal leave will be utilized in one hour increments for a total of 48 hours annually. Unused personal leave may not be carried over into the following year.

ARTICLE VI – SICK LEAVE/FAMILY NEEDS LEAVE

Sick leave shall continue to be unlimited.

When sick leave is utilized, the employee shall not be permitted to work for any outside employer or within a self-employed capacity.

If injured through other gainful employment, either self-employed or otherwise, an employee may take sick leave for up to six (6) months. For every year over five (5) years of service one (1) additional month will be granted to a total of one (1) year. Years of service to be computed from date of hiring.

ARTICLE VII – VACATIONS

SECTION 1. ENTITLEMENT.

The Employee shall be entitled to twenty seven (27) paid vacation days per year.

Unused vacation days may not be carried over from one calendar year to the next.

SECTION 2. TERMINATION.

Full vacations will be compensated to employees whose employment is terminated due to retirement, disability retirement, or death for that calendar year. All vacation and holiday time shall be compensated at the time of termination at the employee's then daily rate.

ARTICLE VIII – SPECIAL LEAVE

SECTION 1. BEREAVEMENT LEAVE.

Employee shall be granted bereavement leave in the case of the death of a spouse, child, mother, father, brother, sister, present mother-in-law, present father-in-law, grandparent or grandchild provided that the member is living with his wife at the time of the death of any of the wife's relatives. Leave will also be granted in the event of the death of a foster or step relative who are in the same relationship with the member as a direct relative listed above. Bereavement leave shall not exceed five (5) working days and the employee must attend the funeral himself or the claim will be disallowed.

Employee will be granted a bereavement leave for the day of the funeral of a blood relative, not covered by the provisions of the preceding paragraphs, who was residing with the member of the Department at the time of death, to attend the funeral, and it is conditioned on the fact that he must attend the funeral. Employee will be granted a bereavement leave day for the day of the funeral of a brother-in-law or sister-in-law.

SECTION 2. CANCER SCREENING LEAVE.

Employee shall be granted two (2) hours of paid leave on a calendar year basis for cancer screening. Said special leave shall be provided to an employee upon receipt of written verification from the medical provider that said exam has occurred. Said special leave shall be in addition to any other paid or unpaid leave as set forth in this Agreement. If not used during any vacation year, said leave shall expire and shall not be cumulative.

SECTION 3. JURY DUTY AND COURT LEAVE

If Employee is required to appear for jury duty, Employee shall be granted leave with pay on their regularly scheduled workday for the time required to fulfill the obligation as a juror.

ARTICLE IX – VACANCIES
[RESERVED TO MAINTAIN CONTINUITY]

ARTICLE X – HOSPITALIZATION

SECTION 1. MEDICAL PLAN.

As of the Effective Date, the Employer agrees to provide to the Employee--at no cost to the Employee--a single contract, with or without dependents, in the Blue Cross/Blue Shield Blue Plan Option J, also referred to as the Preferred Provider Organization Plan ("PPO"), to the extent s/he receives health insurance through the City. Employee will be subject to all the terms and conditions of said plan, including any mandatory co-pays, and may remain on the plan until age 65.

In the event that a covered retiree or covered employee with twenty (20) or more years of service with the Rome Fire Department dies, his or her spouse and eligible dependents will continue to be covered for the benefits in this section until the deceased employee or retiree would have reached age 65, provided that an affidavit or other approved form is submitted verifying that the spouse and/or dependent(s) of said deceased employee or retiree does not have equal or greater coverage available. To maintain coverage, said spouse shall be responsible for payment of the appropriate contribution to the plan that the deceased retiree or covered employee would have paid if he/she survived.

Employee will not be allowed to switch back to the previous plan once enrolled in the PPO Plan.

SECTION 2. WAIVER OF CITY OF ROME HEALTH INSURANCE BENEFIT.

The Employer will pay in a single payment on the first payday of December of each year of the contract period a lump-sum payment to any active employee who would qualify for coverage under the Employer's Health Insurance Plan, providing that the employee does not join the Plan, or if previously covered, has terminated coverage for a period of eleven (11) consecutive months prior to December of any year. The lump-sum payment will reflect the type of coverage the employee has opted to waive; individual or dependent/family. Waivers must be signed during the open enrollment period, during which period any employee who has previously waived coverage may re-enroll.

Lump-Sum Payment Schedule:

Individual/single: One Thousand (\$1,000.00) Dependent/family:
Two thousand one hundred dollars (\$2,000.00)

ARTICLE XI - LIFE INSURANCE

Employer shall provide a group life insurance policy on the life of the Employee in the sum of twenty five thousand dollars (\$25,000.00). It shall, in addition,

offer a group insurance policy on the employee's spouse in the sum of four thousand dollars (\$4,000.00) and the employee's eligible dependents in the sum of one thousand dollars (\$1,000.00).

Upon retirement, Employer shall provide, at present level of cost to the retiree, a group life insurance policy on the life of the retiree in the sum of four thousand dollars (\$4,000.00), and a group insurance policy on retiree's spouse in the sum of two thousand dollars (\$2,000.00) and the retiree's eligible dependents in the sum of one thousand dollars (\$1,000.00) at present cost to employee. Future cost increases or decreases will be shared equally between the Employer and retiree.

ARTICLE XII – PENSIONS

Effective April, 1984, the Employer shall provide to all employees the Twenty Year Plan established in Section 384d, the Twenty-five Year Plan and the Fifty-five Year Plan established in Section 375, New York State Police and Fireman's Retirement System. The Employer shall provide to all then current employees the opportunity to join Section 384-e of the New York State Police and Fire Retirement system during the period from January 1, 1999 until December 31, 1999.

ARTICLE XIII – OUT OF TITLE WORK

SECTION 1. PER DIEM.

In the event the Employee is assigned to perform duties out of title in a rank higher than his permanent rank shall be compensated for such performance on a per diem basis which increase pay shall reflect the differential between the employee's regular pay and the pay which would be received in the higher position in accord with the provision of the City of Rome pay plan.

ARTICLE XIV – WORKING CONDITIONS AND OTHER RELATED MATTERS

SECTION 1. TERMINATION OF THE ROME PROFESSIONAL FIRE CHIEF'S ASSOCIATION, INC, ROME, NEW YORK

The Employer will undertake such work and will file such paperwork as may be necessary to formally dissolve or otherwise terminate THE ROME PROFESSIONAL FIRE CHIEF'S ASSOCIATION, INC, ROME, NEW YORK ("Association"). Employee agrees to cooperate to the fullest extent to facilitate and assist the City in obtaining said dissolution.

Upon execution of this Agreement, the parties expressly agree that the Employer

shall have no obligation to recognize the Association as representing the interests of the Employee for any employment matter and, instead, this Agreement shall control in all aspects. Upon executing this Agreement, the Employee expressly agrees to waive—without limitation—any and all rights or authority or benefits he may have had as a member of the Association or under the Taylor Law (by virtue of being a member of the Association) and that said waiver shall be immediate, irrevocable and shall take effect regardless of whether or not the Association has been formally dissolved or terminated.

SECTION 2. PERSONNEL RECORD.

Employee shall be given a copy of any report which is to become a part of the Employee permanent personnel record. Such reports shall include, but not be limited to, injury reports and any reports which might be used by the Employer in any future disciplinary proceeding. A copy of all such reports shall be given to the employee within five (5) days after the end of each month.

SECTION 3. LAWSUITS.

The Employer agrees to represent and to indemnify, defend and hold harmless the Employee from any claim and/or judgment in any state or federal court or before any administrative agency or other tribunal, where the employee was acting within the scope of his public employment or duties. This obligation on the part of the Employer shall include, but not be limited to, instances whereby an employee is using his own motor vehicle while on duty on behalf of the Employer and any claim arising from any action of the Employee in the line of duty. The determination as to the extent to which the Employee was acting within the scope of his duty shall be at the sole discretion of the Employer, through its Corporation Counsel. Upon an adverse determination by the Employer that the Employee was not acting within the scope of his duties or is otherwise not entitled to indemnification by the City, Employee shall have such rights as may be applicable to challenge the decision via CPLR, Article 78 or any other applicable provision of law. In the event the Employee challenges the Employer's decision to not indemnify, defend or hold harmless the Employee for acts beyond or not within his scope of duty, Employee shall be solely responsible for the costs of said challenge. However, in the event the Employee challenges the Employer's decision not to indemnify and/or defend under this provision, and the Employee is successful—as determined by a Court of competent jurisdiction—the Employer shall be responsible for the Employee's reasonable attorney's fees in prosecuting said action to challenge the Employer decision

SECTION 4. PUNITIVE DAMAGES

The City shall adopt New York State Statutory language (i.e., General Municipal Law Section 50-J), Governing protection of officers sued for punitive damages, retroactive to August 1, 1986.

ARTICLE XV – GRIEVANCE AND DISCIPLINE PROCEDURE

A. Grievance: Should the Employee feel aggrieved as a result of any decision of, policy of, program instituted by the Employer or any condition arising out of

the employee-employer relationship, Employee shall within ten (10) days of said decision, policy or program being instituted, address his concern(s)—in writing to the Employer's Public Safety Commissioner. Upon receipt of the Employee's written grievance, the Employer—by and through the Public Safety Commissioner—may take such action as he—in his sole discretion deems appropriate, which said decision shall be reduced to writing and delivered to Employee. Upon receipt of the Employer's decision, the Employee may—at his own cost and expense—initiate a proceeding pursuant to CPLR, Article 78 to address said decision or determination, which commencement of said Article 78 shall be within the requisite time-frames of the CPLR. To extent employee challenges the City's decision regarding a grievance via an Article 78 proceeding, and in the event the Employee prevails, Employer shall pay Employee's reasonable attorney's fees in accordance with Article "XV(D)" of this Agreement.

There shall be no limit to the subject matter of a grievance. No settlement of a grievance presented by an employee shall contravene the provisions of this agreement.

B. Discipline: Notwithstanding anything contained herein at XV(A), it is expressly agreed between the parties that, in the event the Employer disciplines the Employee for misconduct or improper action/activity of any kind, the parties agree to following procedure:

1. In the event the Employer believes or has reason to believe the Employee is guilty of any type of misconduct, Employee shall be provide written notice of the alleged misconduct, hereinafter as "Misconduct Notice". The Employer—in its sole discretion—may, upon the Misconduct Notice being issued: orally reprimand the Employee; provide written correspondence to the Employee of the alleged misconduct and the consequences of further similar activity; suspend Employee with pay; or suspend Employee without pay. With regard to the Employer's right to suspend the Employee without pay, the parties expressly agree that such a suspension shall not exceed thirty (30) days.

2. In the event that: the Employer seeks to suspend Employee for more than thirty (30) days without pay, or terminate the Employee; or the Employee desires to challenge any adverse action taken by Employer against the Employee, the parties agree that said matter(s) shall be heard by an independent hearing officer, who shall hear and determine the facts and make recommendation to the Employer's Public Safety Commissioner. The Employer shall choose three (3) individuals to serve as hearing officer and give the Employee the right to chose which individual shall serve as hearing officer. The parties agree that the hearing office shall be agreed and appointed and the matter set for hearing before the hearing officer not more than thirty (30) days after the delivery of the Misconduct Notice to the Employee. Nothing herein shall prohibit the Employer from suspending the Employee with pay, pending the

hearing before the hearing officer and, thereafter, suspending the Employee without pay, pending hearing officer's decision and recommendation. However, in no event, shall the Employee be suspended without pay for more than thirty (30) days.

3. Upon the hearing officer making recommendation to the Public Safety Commissioner, the Public Safety Commissioner shall—after reviewing and considering the hearing officer's recommendation—either confirm the initial discipline or modify the extent and nature of the discipline previously imposed. The decision regarding Employee's discipline shall be deemed final upon the Public Safety Commissioner either confirming or modifying the discipline imposed.

4. Upon the Public Safety Commissioner's decision becoming final, and to the extent that the Employee is not satisfied with the decision, he may—at his discretion—commence a proceeding pursuant to CPLR, Article 78 to have the decision reviewed by a court of appropriate jurisdiction and venue.

In agreeing to the foregoing process, the parties expressly agree and acknowledge the authority of the Public Safety Commissioner with regard to discipline under Charter A of the Rome City Charter Laws. Additionally, the parties expressly agree that the Orangetown case is applicable in the context of Employee's discipline. Notwithstanding that fact, the parties have agreed to the foregoing procedure based on the close working relationship that exists between the Employee and the Public Safety Commissioner and to ensure a fair and equitable determination. However, Employee expressly agrees and acknowledges that he waives—without reservation—any and all claims that a conflict of interest may exist prohibiting the Public Safety Commissioner from imposing discipline against and that, pursuant to the Rome Charter the Public Safety Commissioner has and is required by law to impose such discipline.

It is expressly agreed by the parties that, to the extent the Employee is terminated for misconduct, the Employer shall not permanently appoint a successor to the position held by Employee until such time that the time to appeal the Public Safety Commissioner's decision has expired or the court of appropriate jurisdiction and venue has issued a determination regarding the Article 78 proceeding.

(D) Fees and expenses for the hearing officer shall be borne by Employee. In the event the Employee files an Article 78, as a result of a grievance or an adverse disciplinary action, and the applicable court determining the Article 78 overturns Employer's decision(s), the Employer shall be responsible for Employee's reasonable attorney's fees for bringing and prosecuting the hearing officer review and the Article 78 (including the costs incurred to appear before the hearing officer).

(E) The time limits specified in the preceding sections may be extended by

agreement of both parties.

ARTICLE XVI - WAGES

SECTION 1. SALARIES.

The Employee will earn a starting salary of \$110,045.00 for calendar year 2020.

The Employee will receive a wage increase of 2.00% for 2021, 2.0% for 2022, and 2% for 2023.

SECTION 2. LONGEVITY BENEFITS.

Based on the years of hire, Employer will pay Employee for past faithful service as follows: Eight hundred dollars (\$800.00) for completion of five (5) consecutive years of service; Nine hundred dollars (\$900.00) for completion of ten (10) consecutive years of service; One thousand One hundred fifty dollars (\$1,150.00) for completion of fifteen (15) consecutive years of service; One thousand two hundred seventy-five dollars (\$1,275.00) for completion of twenty (20) consecutive years of service; Two thousand dollars (\$2,000.00) for completion of thirty (30) consecutive years of service. Hereinafter said payment is referred to as "Regular Longevity".

Entitlement to Regular Longevity pay shall be computed as of the anniversary date of appointment and entitlement is for past service, not for future service, and is payable in such event on the nearest pay period to December 1st of each year. If anniversary date is subsequent to said December pay period, but prior to January 1st, then it shall be paid in December of said year in spite of the fact that the anniversary date is after December 1st pay period.

Although Regular Longevity pay is for past service, in the event of a voluntary separation, retirement, or termination from service or if discharged or fired by the Employer, the amount of longevity pay will be pro-rated as to the months of service during said calendar year. If a member dies, becomes permanently disabled or is a mandatory retiree or any other non-voluntary type of separation, retirement or termination not previously provided for herein, he shall receive the full amount of longevity pay. As of January 1, 1992, all retiring fire fighters shall be paid full Regular Longevity benefits at the time of retirement.

SECTION 3. COLLEGE INCENTIVE CREDITS.

The Employer agrees to pay, in addition to other compensation, a total of Two Hundred and Fifty dollars (\$250.00) for completion of thirty-two (32) hours of college

credit toward a Fire Science degree. Upon completion of an Associate Degree in Fire Science, a total of Four Hundred dollars (\$400.00) shall be granted to each eligible member.

SECTION 4. EMERGENCY MEDICAL TECHNICIANS.

The Employer agrees to pay in addition to other compensation, a total of three hundred twenty five dollars (\$425.00) effective January 1, 2011, to the Employee if the Employee is certified by the State of New York as an Emergency Medical Technician (EMT). In addition thereto, the Employer agrees to pay the cost of tuition and books required for any training and refresher courses.

Entitlement for said pay is due to employee upon qualifying prior to September 1st of year payment is made. The payment shall be paid on the nearest pay period to December 1st of each year. Proof of successful completion of courses will be required

ARTICLE XVII – SAVINGS CLAUSE

All conditions or provisions beneficial to Employee, not in effect, which are not specifically changed elsewhere in the Agreement, shall remain in effect for the duration of this Agreement, unless mutually agreed otherwise between the Employer and the Employee. Such condition or provision may be defined as those practices which are in effect for one year which and may be subject to all relevant facts and information being considered, defined as a past practice.

All benefit accruals earned prior to January 1, 2011 will be carried forward by each employee, including, but not limited to, sick leave, vacation, holidays and compensatory time.

This Agreement shall be governed by the Constitution, the Civil Service Law, the Judiciary Law, the Charter Laws of the City of Rome, New York, the City of Rome Code of Ordinances, and Local laws of the Government not inconsistent with the Civil Service Law, the Judiciary Law, the Charter Laws or this Agreement. In the event any provisions of this Agreement are inconsistent with any general, special, local law or ruling of the State Department, any such provision shall be of no effect.

ARTICLE XVIII – LEGISLATIVE ACTION

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

ARTICLE XIX (Reserved To Maintain Continuity)

ARTICLE XX – TRAVEL AND MEAL ALLOWANCE

The City agrees to pay the IRS rate for travel for use of an employee's motor vehicle while on City business.

The City further agrees to pay for all meals and expenses while out of town, or overnight on City business and attending various meetings. Employee's attendance must be verifiable.

ARTICLE XXI – SICK LEAVE INCENTIVE

Employees will be paid one thousand dollars (\$1,000) if no sick leave is used for the entire calendar year. Also, employee will be paid five hundred (\$500) for not exceeding up to one (1) full day of sick leave during the calendar year. Employee will be paid zero (\$0) if two (2) or more days of sick leave are used.

ARTICLE XXII – TERMINATION AND MODIFICATION

This Agreement shall be effective as of the 1st day of January, 2019 and shall remain in full force and effect until the 31st day of December, 2019. It shall be automatically renewed from year to year unless thereafter either party shall notify the other in writing ninety (90) days prior to the termination date that it desires to modify this Agreement. In the event that such notice is given, negotiation shall begin at the earliest practical time prior to the expiration of said contract. This Agreement shall remain in full force and be effective during the period of negotiations.

ARTICLE XXIII – ENTIRE CONTRACT

The foregoing constitutes the entire agreement between the parties and concludes negotiations on any subject, whether included in this Agreement or not, for the term of this Agreement. No verbal statement or other amendment except an amendment mutually agreed upon by the parties and in writing, and annexed hereto, designated as an amendment to this agreement, shall supersede the provisions herein.

This Agreement shall become effective upon execution by all parties and the Employer, and shall terminate three years thereafter.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the ____ day of _____, 20__.

CITY OF ROME, NEW YORK

**BY: JACQUELINE M. IZZO
MAYOR**

**BY: Thomas Iacovissi
FIRE CHIEF**

**PURSUANT TO SECTION 171 OF THE CITY CHARTER, I HEREBY
CERTIFY THAT THE CITY OFFICER WHO ENACTED THE SUBJECT
CONTRACT ON BEHALF OF THE CITY OF ROME HAD AUTHORITY
AND POWER TO SO ACT AND THAT SUCH CONTRACT
IS IN PROPER FORM AND IS PROPERLY EXECUTED.**

BY: _____

**GERARD F. FEENEY
CORPORATION COUNSEL**

DRAFT