

John M. Sparace
1st Ward

John B. Mortise
2nd Ward

Linda Fazio
3rd Ward

Ramona L. Smith
4th Ward



OFFICE OF THE COMMON COUNCIL
CITY HALL • ROME, NEW YORK 13440-5815

John A. Nash
Common Council President

Frank R. Anderson
5th Ward

Riccardo D. Dursi, Jr.
6th Ward

David E. Sbaraglia
7th Ward

Eric Seelig
City Clerk

TO STREAM MEETINGS OF THE COMMON COUNCIL LIVE ON YOUTUBE,
PLEASE VISIT WWW.YOUTUBE.COM/@ROMENEWYORK_OFFICIAL/STREAMS.

**COMMON COUNCIL MEETING
REGULAR SESSION**

**NOVEMBER 13, 2024
7:00 P.M.**

- 1. CALL THE ROLL OF MEMBERS BY THE CLERK**
- 2. PLEDGE OF ALLEGIANCE**
- 3. INVOCATION**
- 4. GENERAL PUBLIC HEARING**
- 5. RECOGNITION/APPRECIATION**
- 6. READING OF MINUTES OF PRECEDING SESSION**
- 7. PRESENTING OF PETITIONS AND COMMUNICATIONS**
 - a. Petitions**
 - b. Communications**
 - The following financial reports for quarter ended 9/30/24 have been received and filed in the City Clerk's Office:
 - Rome Art and Community Center
 - South Rome Senior Citizens Center
 - Capitol Theatre
 - Senior Citizens Council of Rome, NY
 - Jervis Library
 - Dept. of Public Works report of training, travel and conferences attended
- 8. NOTICES**
 - 12/11/24 meeting with members of the Common Council and Mohawk Valley EDGE at 6:00 p.m. in the Common Council Chambers at City Hall, 198 N. Washington St., to discuss the Triangle Site at the Griffis Business and Technology Park.
- 9. REPORTS OF CITY OFFICIALS**
- 10. REPORT OF COUNCILORS AND GENERAL CITY AFFAIRS**
- 11. PRESENTATION OF REPORTS OF COMMITTEES**
- 12. RESOLUTIONS**

RES. NO. 147 AUTHORIZING CREATION OF AN INTERFUND REVENUE ACCOUNT
FOR THE ANIMAL CONTROL BUILDING IMPROVEMENTS PROJECT.
Adams

- RES. NO. 148** ACCEPTING DONATION PRESENTED TO THE CITY OF ROME POLICE DEPARTMENT (\$5,000.00) FOR POLICE SAFETY. **James**
- RES. NO. 149** AUTHORIZING THE MAYOR OF THE CITY OF ROME TO DECREASE CERTAIN AMERICAN RESCUE PLAN ACT (ARPA) STATE AND LOCAL FISCAL RECOVERY FUNDS (SLFRF). **Adams**
- RES. NO. 150** ACCEPTING DONATION PRESENTED TO THE CITY OF ROME ANIMAL CONTROL DEPARTMENT (\$944.65) FOR DOG BEDS. **Adams**
- RES. NO. 151** AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN INTERMUNICIPAL AGREEMENT WITH NEW YORK STATE DEPARTMENT OF TRANSPORTATION. **Guiliano**
- RES. NO. 152** AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH ONEIDA COUNTY STOP-DWI PROGRAM (\$13,237.00). **James**
- RES. NO. 153** RESOLUTION DETERMINING THAT THE PROPOSED ACQUISITION OF BUILDING WILL NOT HAVE A SIGNIFICANT EFFECT ON THE ENVIRONMENT. **Adams**
- RES. NO. 154** AUTHORIZING THE MAYOR OF THE CITY OF ROME TO SUBMIT A GRANT APPLICATION TO THE NEW YORK STATE CANAL CORPORATION AND ERIE CANALWAY NATIONAL HERITAGE CORRIDOR (\$8,250.00). **Andrews**
- RES. NO. 155** ACCEPTING DONATION PRESENTED TO THE CITY OF ROME (\$2,934.00) FOR TREE REMOVAL AND REPLACEMENT. **Adams**
- RES. NO. 156** AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN INTERMUNICIPAL AGREEMENT WITH THE COUNTY OF ONEIDA RELATIVE TO SNOW AND ICE REMOVAL FROM COUNTY HIGHWAYS FOR 2024-2025 AND 2025-2026 SNOW SEASONS. **Guiliano**
- RES. NO. 157** APPOINTING COMMISSIONERS OF DEEDS. **Seelig**
- RES. NO. 158** ACCEPTING DONATION PRESENTED TO THE CITY OF ROME (\$425.00) FOR A SCREENING OF ILLUMINATION'S THE GRINCH AT THE CAPITOL THEATRE. **Andrews**
- RES. NO. 159** ACCEPTING DONATION OF REAL PROPERTY AT THE FORMER ST. MARY'S CHURCH ON WEST LIBERTY STREET. **Mayor Lanigan, Nash, Sparace, Mortise, Fazio, Smith, Anderson, Dursi, Sbaraglia**
- RES. NO. 160** AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ALLOCATE AMERICAN RESCUE PLAN ACT (ARPA) STATE AND LOCAL FISCAL RECOVERY FUNDS (SLFRF). **Mayor Lanigan, Nash, Sparace, Mortise, Fazio, Smith, Anderson, Dursi, Sbaraglia**

13. ORDINANCES

- ORD. NO. 9758** AUTHORIZING THE ISSUANCE OF \$130,000 BONDS OF THE CITY OF ROME, ONEIDA COUNTY, NEW YORK, TO FINANCE THE ACQUISITION OF BUILDING LOCATED AT 425 ERIE BOULEVARD WEST. **Adams**

- ORD. NO. 9759** AUTHORIZING THE CLOSING OF STREETS FOR THE ANNUAL WINTER HOLIDAY CHRISTMAS TREE LIGHTING CEREMONY. **Hickey**
- ORD. NO. 9760** AUTHORIZING MAYOR OF THE CITY OF ROME TO APPROVE THE ACQUISITION OF A PARCEL (307 NORTH JAMES STREET) TAX MAP NO. 242.042-3-33 FOR \$25,000.00. **Mayor Lanigan, Nash, Sparace, Mortise, Fazio, Smith, Anderson, Dursi, Sbaraglia**
- ORD. NO. 9761** AUTHORIZING MAYOR OF THE CITY OF ROME TO APPROVE THE ACQUISITION OF A PARCEL (425 ERIE BOULEVARD WEST) FOR \$130,000.00. **Mayor Lanigan, Nash, Sparace, Mortise, Fazio, Smith, Anderson, Dursi, Sbaraglia**

14. LOCAL LAWS

15. TABLED LEGISLATION

16. VETOED LEGISLATION

17. ADJOURNMENT

RESOLUTION NO. 147

**AUTHORIZING CREATION OF AN INTERFUND REVENUE ACCOUNT
FOR THE ANIMAL CONTROL BUILDING IMPROVEMENTS PROJECT.**

By Councilor _____:

WHEREAS, the City of Rome, has requested to create an Interfund Revenue Account for the Animal Control building improvements project; now, therefore

BE IT RESOLVED, that the Common Council of the City of Rome hereby authorizes the creation of an Interfund Revenue Account for the Animal Control building improvements project as follows:

HFK Revenue	\$49,981.96
AG 599	\$49,981.96
; and	

BE IT FURTHER RESOLVED, that the City of Rome Treasurer is directed to make such changes as may be necessary to effectuate authorized account hereby and that same be consistent with the City’s policies and procedures.

Seconded by Councilor _____.

AYES & NAYS: Sparace __ Mortise __ Fazio __ Smith __ Anderson __ Dursi __ Sbaraglia __

ADOPTED ____

DEFEATED ____

RESOLUTION NO. 148

**ACCEPTING DONATION PRESENTED TO THE
CITY OF ROME POLICE DEPARTMENT (\$5,000.00) FOR POLICE SAFETY.**

By Councilor _____ :

WHEREAS, Mastrovito Hyundai has contacted the City of Rome with the offer to donate \$5,000.00 for Police Safety; and

WHEREAS, pursuant to Section 25 of the Rome City Charter, the City of Rome Common Council may authorize the acceptance of donations made to the City of Rome on behalf of the City of Rome; now, therefore,

BE IT RESOLVED, by the Common Council of the City of Rome, New York, that the donation of \$5,000.00 for Police Safety, shall be gratefully accepted by the City of Rome; and

BE IT FURTHER RESOLVED, that the Common Council hereby expresses its appreciation to Mastrovito Hyundai for its donation.

Seconded by Councilor _____.

AYES & NAYS: Sparace __ Mortise __ Fazio __ Smith__ Anderson__ Dursi __ Sbaraglia __

ADOPTED ____

DEFEATED ____

CHECK CONTROL NO.

24076

ISSUED BY: COLEEN_MASTROVITO

Mastrovito Hyundai
Yorkville, NY 13495

PAGE 1C

INVOICE STOCK NO.	INVOICE DATE	PURCHASE ORDER NO.	COMMENT/V.I.N.	AMOUNT	DISCOUNT/ACCOUNT NO.	NET AMOUNT
	102224		POLICE SAFETY DONATION			5,000.00
				24076	2020	-5,000.00
				POLICE	3310	5,000.00
				TOTAL	2020	5,000.00



DETACH AT PERFORATION BEFORE DEPOSITING CHECK

REMITTANCE ADVICE

CHECK BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM.

WATERMARK ON BACK. HOLD AT ANGLE TO VIEW WHEN CHECKING ENDORSEMENT.

TO REORDER 8900032 CALL 1-800-237-2372

MASTROVITO HYUNDAI
5194 Commercial Drive East
Yorkville, NY 13495
Phone: (315) 730-8356
Fax: (315) 880-0588
www.mastrovitohyundai.com

Adirondack Bank
185 Genesee Street
Utica, NY 13501

24076

24076 50-7071/2213

DATE
22OCT24

PAY THIS AMOUNT
*****5,000 DOLLARS 00 CENTS

AMOUNT OF CHECK
\$ *****5,000.00

POME PD

TWO SIGNATURES REQUIRED
VOID AFTER 90 DAYS

TO THE ORDER OF

ROME POLICE DEPARTMENT

BY
BY
AUTHORIZED SIGNATURE

⑈024076⑈ ⑆221371709⑆ ⑆400736366⑈

RESOLUTION NO. 149

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO DECREASE CERTAIN AMERICAN RESCUE PLAN ACT (ARPA) STATE AND LOCAL FISCAL RECOVERY FUNDS (SLFRF).

By Councilor _____:

WHEREAS, the Mayor of the City of Rome has recommended that the Common Council of the City of Rome decrease the amount of certain American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF) previously approved for uses within the City of Rome; and

WHEREAS, while the Common Council continues to perform its due diligence relative to the above-mentioned funding, the Common Council has determined that the recommended decreases in funding are in the best interests of the City and its residents, and these funding changes should be authorized at this time; now, therefore,

BE IT RESOLVED, by the Common Council of the City of Rome, New York, that the following decreases of previously approved ARPA funding are hereby authorized:

- Liberty – James Street Parking Garage (- \$56,557.86) to \$2,416,603.32
- Potter Road Water & Sewer Project (- \$51,390.00) to \$317,610.00
- Parks Master Plan (- \$5,000.00) to \$195,000.00
- K9 Unit being project HHH (-\$62,00.00) to \$88,000.00

BE IT FURTHER RESOLVED, City Treasurer Brian Adams be and is hereby authorized to make changes to the accounts for the above referenced projects; and

Seconded by Councilor _____.

AYES & NAYS: Sparace ___ Mortise ___ Fazio ___ Smith___ Anderson___ Dursi ___ Sbaraglia ___

ADOPTED ___

DEFEATED ___

RESOLUTION NO. 150

**ACCEPTING DONATION PRESENTED TO THE
CITY OF ROME ANIMAL CONTROL DEPARTMENT (\$944.65) FOR DOG BEDS.**

By Councilor _____ :

WHEREAS, Bubbas Beds for Shelter Friends has contacted the City of Rome with the offer to donate \$944.65 worth of dog beds for temporary housing of dogs in need; and

WHEREAS, pursuant to Section 25 of the Rome City Charter, the City of Rome Common Council may authorize the acceptance of donations made to the City of Rome on behalf of the City of Rome; now, therefore,

BE IT RESOLVED, by the Common Council of the City of Rome, New York, that the donation of \$944.65 worth of dog beds for temporary housing of dogs in need, shall be gratefully accepted by the City of Rome; and

BE IT FURTHER RESOLVED, that the Common Council hereby expresses its appreciation to Bubbas Beds for Shelter Friends for its donation.

Seconded by Councilor _____.

AYES & NAYS: Sparace __ Mortise __ Fazio __ Smith__ Anderson__ Dursi __ Sbaraglia __

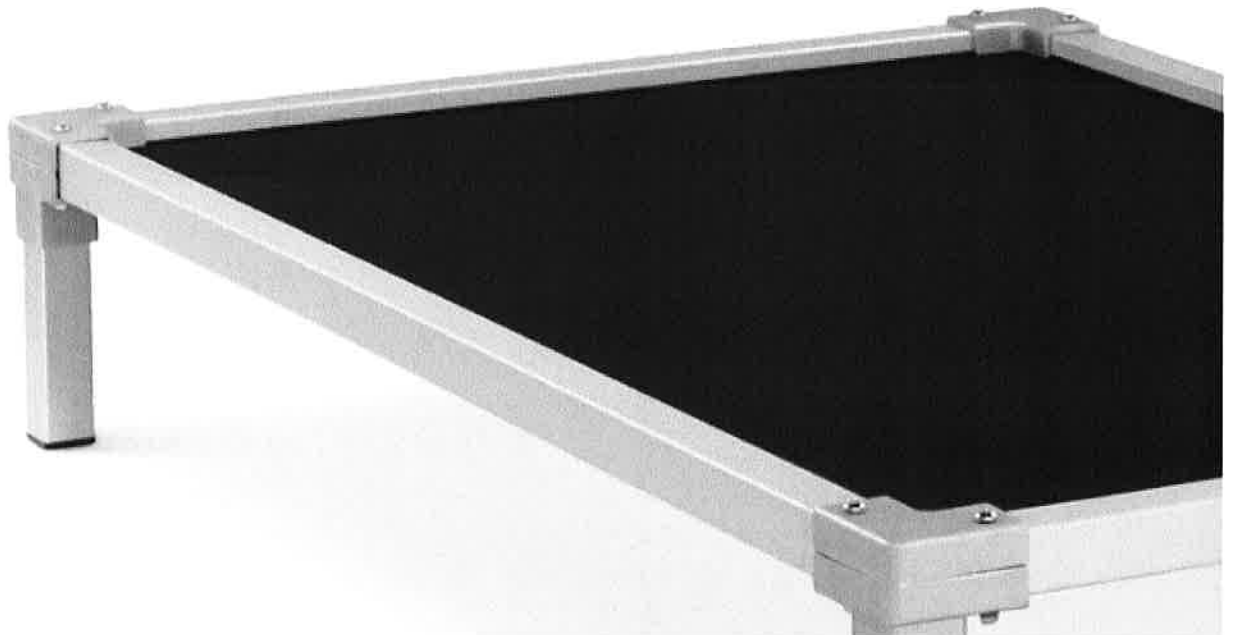
ADOPTED ____

DEFEATED ____

9:54



KURAN



Julie

Julie Ambrose
Bubba's Beds for Shelter Friends

@bubbasbeds

www.bubbasbeds.org

On Oct 29, 2024, at 9:33 AM, Kim Vaughn <KVaughn@romecitygov.com> wrote:

Julie,

Its great to hear from you! Most of our kennels are 10x5 runs. We have kuranda beds in all of the kennels however some of them are chewed pretty badly. I should have bought all bite proof models. I currently have 15 kennels. We would need 7 of the large kennels currently to replace the ones we have that our chewed on the corners pretty badly. Do the kennels you donate have the vinyl bottoms? I mistakenly purchased some that were a cloth material and they are difficult to clean as I am sure you are aware. This would be fantastic if we can make this work. I just need to know how the process works on your end as I would need to create legislation to accept the donation. We are a municipality so we cannot accept anything monetary without doing so. Feel free to give me a call I am here most days 8-4. (315) 337-6260

We look forward to hearing from you!

Thank you,

Kimberly J. Vaughn Rome Animal Control Officer

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From: Julie Ambrose <bubbasbedsforshelterfriends@gmail.com>

Sent: Tuesday, October 29, 2024 9:23 AM

To: Kim Vaughn <KVaughn@romecitygov.com>

Subject: Kuranda dog bed donation

Hello,

I'm founder of local nonprofit, Bubba's Beds for Shelter Friends- a group that donates orthopedic, chewproof and easy to clean aluminum Kuranda dog beds to shelters and rescues across the county. While we've previously donated to Rome Humane and local shelters, I didn't realize that the city of Rome animal control also had a facility to hold dogs (I assumed they were just taken to the humane society). I saw a post where beds were on the wishlist and we'd be happy to provide beds for the dogs in your care.

I just need to know how many kennels you have (the average and maximum capacity for dogs) and the size of the kennels. The large beds we typically donate are 41x27 inches.

We're an all-volunteer nonprofit, 100% of all donations and fundraising provide beds at no cost to shelters- we also assemble, deliver and maintain the beds.

I'm including a photo of the beds and our website. I look forward to hearing from you- thank you!

Julie

<image001.jpg>

Julie Ambrose

Bubba's Beds for Shelter Friends

@bubbasbeds

www.bubbasbeds.org

Disclaimer

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RESOLUTION NO. 151

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO
ENTER INTO AN INTERMUNICIPAL AGREEMENT WITH
NEW YORK STATE DEPARTMENT OF TRANSPORTATION.**

By Councilor _____:

WHEREAS, Joseph Guiliano, Commissioner of the Department of Public Works for the City of Rome, New York has recommended that the City of Rome, New York, enter into a Shared Services Agreement with the New York State Department of Transportation (“DOT”) for actions less than \$25,000.00, pursuant to the terms set forth in the attached Agreement; now, therefore,

BE IT RESOLVED, by the Common Council of the City of Rome, that the Mayor of the City of Rome is hereby authorized to enter into a Shared Services Agreement with the New York State Department of Transportation for actions less than \$25,000.00, pursuant to the terms set forth in the attached Agreement, which is made part of this Resolution.

Seconded by Councilor _____.

AYES & NAYS: Sparace __ Mortise __ Fazio __ Smith__ Anderson__ Dursi __ Sbaraglia __

ADOPTED ____

DEFEATED ____

SHARED SERVICES AGREEMENT
Between
NYSDOT and _____

THIS AGREEMENT, dated _____, 20__, is between the People of the State of New York, hereinafter referred to as "State" or "NYSDOT" and the City of Rome, N.Y., hereinafter referred to as "Municipality." Pursuant to Section 99-r of the General Municipal Law, the State and the Municipality wish to share services, exchange or lend materials or equipment which shall promote and assist the maintenance of State and Municipal roads and highways and provide a cost savings by maximizing the effective utilization of both parties' resources. Shared Services shall mean any service provided by one party (Provider) to another party (Recipient). The State and the Municipality agree to share services as follows:

1. Description and Cost of Services, Materials or Equipment to be shared: Provide details of the services, materials or equipment to be shared in the attached standard Schedule A. The total amount of the agreement shall not exceed twenty-five thousand dollars (\$25,000.00). If applicable, indicate that the return exchange will be determined at a later date.
2. The Provider's employees shall remain under full supervision and control of the Provider. The parties shall remain fully responsible for their own employees for all matters, including but not limited to, salary, insurance, benefits and Workers Compensation.
3. If the borrowed machinery or equipment is damaged or otherwise needs repair arising out of or in connection with the Recipient's use, the Recipient shall be responsible for such repairs.
4. The Municipality agrees to defend and indemnify the State for any and all claims arising out of the Municipality's acts or omissions under this Agreement. The term of this Agreement shall be for two (2) or four (4) years from JAN 1, 2025 to DEC 31, 2028. The parties will endeavor to provide no less than thirty (30) days' notice of its intent to extend the Agreement. Either party may revoke this Agreement by providing sixty (60) days written notice of such revocation. Upon revocation, any outstanding obligations of the parties must be satisfied within thirty (30) days of the date of such revocation.

NYSDOT – Region __

By: _____ Date: _____

Resident Engineer – _____ County

MUNICIPALITY

By: _____ Date: _____

_____ Highway Superintendent

NYSDOT – Region __

By: _____ Date: _____

Regional Director of Operations



Department of
Transportation

KATHY HOCHUL
Governor

MARIE THERESE DOMINGUEZ
Commissioner

LINDA A. LUBEY, P.E.
Regional Director

October 16, 2024

~~Gary Onyan
DPW Super, City of Sherrill
377 Sherrill Rd
Sherrill, NY 13461
Dear Sir,~~

I am writing to offer authorization or renewal of a *Shared Service Agreement (SSA)* between the New York State Department of Transportation (NYSDOT) and your municipality.

The SSA provides a mechanism for the NYSDOT to provide assistance to municipalities in the absence of a Governor's emergency declaration. For services or materials valued less than \$25,000, NYS comptroller rules allow NYSDOT to "trade" services, in addition to emergency response.

Having a two-year or four-year agreement in place will ensure that there are no procedural obstacles for resource sharing when the need arises.

If you are interested in executing this agreement, please fill in the blank spaces and check the box for either a two-year or a four-year term, sign the enclosed and return to my office.

As always, feel free to contact me with any questions at (315) 336-0660 or Jonathan.Tibbitts@dot.ny.gov

Sincerely,

Jonathan E. Tibbitts, P.E.
Resident Engineer
Oneida West Residency

Enclosure (as described)

RESOLUTION NO. 152

AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH ONEIDA COUNTY STOP-DWI PROGRAM (\$13,237.00).

By Councilor _____ :

WHEREAS, Kevin James, Chief of Police for the City of Rome, New York, has recommended that the City of Rome enter into an agreement with the Oneida County Stop-DWI Program; and

WHEREAS, said agreement will allow the City of Rome, through its Police Department, to participate with the Oneida County Stop-DWI Program, said program being the County-wide effort to reduce alcohol related traffic injuries and fatalities; and

WHEREAS, through the aforesaid agreement the County of Oneida shall reimburse the City of Rome up to the sum of \$13,237.00; now, therefore,

BE IT RESOLVED, by the Common Council of the City of Rome, New York, that it does hereby authorize the Mayor of the City of Rome to enter into an agreement with Oneida County Stop-DWI Program for the time period January 1, 2024 to December 31, 2024, pursuant to the terms set forth; and

BE IT FURTHER RESOLVED, that pursuant to this agreement the City of Rome, through its Police Department, will fully participate in and cooperate with the Oneida County Stop-DWI Program.

Seconded by Councilor _____.

AYES & NAYS: Sparace __ Mortise __ Fazio __ Smith__ Anderson__ Dursi __ Sbaraglia __

ADOPTED ____

DEFEATED ____

**ONEIDA COUNTY STOP-DWI PROGRAM
SELECTIVE ENFORCEMENT PATROLS
AGREEMENT**

This Agreement (“Agreement”) is made by and between the County of Oneida, a municipal corporation existing under the laws of the State of New York, with principal offices located at 800 Park Avenue, Utica, New York 13501, including its Stop-DWI Program (“County”), and the City of Rome, a municipal corporation existing under the laws of the State of New York, with principal offices located at 198 North Washington Street, Rome, New York 13440 (“City”).

WHEREAS, the County operates a Stop-DWI program, the mission of which is the is the County-wide reduction of alcohol-related traffic injuries and fatalities; and

WHEREAS, the City desires its police department, the Rome Police Department (“PD”) to participate in and promote the County’s Stop-DWI Program;

NOW, THEREFORE, the Parties agree as follows:

1. **GENERAL:** The City, through its PD, shall provide services as outlined in Section 2 (“Scope of Services”), which will assist in the County-wide enforcement of New York State Vehicle and Traffic Laws relating to driving while intoxicated and shall be aimed at reducing alcohol-related traffic injuries and fatalities.
2. **SCOPE OF SERVICES:** In accordance with this Agreement, the City, through its PD, shall (i) conduct DWI selective enforcement patrols, and (ii) attend training that enhances the mission of the Stop-DWI program.
3. **FEES:** The County shall reimburse the City for salary, fringe benefits, related travel and subsistence, and breath testing equipment calibrations up to the sum of Thirteen Thousand Two Hundred and Thirty-Seven Dollars and Zero Cents (\$13,237.00), for services provided pursuant to this Agreement.
 - a) Payments shall be made upon receipt from the City of a properly completed County voucher form itemizing and setting forth in detail the costs incurred and services performed, together with any receipts or other such supporting documentation attached thereto. Unless otherwise agreed to by the County in writing, said voucher must be submitted no later than the 15th day of the month following the end of the quarter and shall be accompanied by a completed statistical report on forms provided by the County detailing the services which were undertaken on behalf of the Stop-DWI program. To be reimbursed for expenses other than the services herein, the Village must receive prior written approval from the County’s Stop-DWI Coordinator.
 - b) The County reserves the right to conduct an on-site program and/or fiscal audit of the PD’s records as they relate to Stop-DWI program services in a manner

consistent with generally accepted accounting principles and program guidelines. The City shall make available all relevant payroll, daily activity, and related logs at the request of the Stop-DWI Coordinator or designee in order to verify services claimed by the City to have been performed under this Agreement.

4. **GOVERNANCE AND OPERATING PROCEDURES:** All services associated with this Agreement shall be governed by the official published "Standard Operating Procedures of the Oneida County Stop-DWI Program," as same may be amended.

a) The City warrants and represents that the program to be conducted by it under this Agreement does not violate Section 1197 of the Vehicle and Traffic Law of the State of New York, as same may be amended.

b) The City agrees to comply with all applicable Federal, State and Local statutes, laws, rules and regulations, as same may be amended.

5. **TERM:** This Agreement shall be effective from January 1, 2024, through December 31, 2024.

6. **TERMINATION:** Each Party reserve the right to terminate this Agreement, upon thirty (30) days written notice to the other Party. In the event of termination, the County will have no further obligation to the City other than payment for costs incurred for Services performed prior to termination. In no event will the County be responsible for any actual or consequential damages as a result of termination.

7. **SPECIAL REPORTS:** The City shall notify the County's STOP-DWI Coordinator of all arrests on a quarterly basis, and any traffic fatalities occurring within its jurisdiction upon completion of the crash investigation. Such notification shall be presented as a photocopy of the final MV-104A and MV-104D Police Reports.

8. **ADVICE OF COUNSEL:** Each Party acknowledges that, in executing this Agreement, such Party has had the opportunity to seek the advice of independent legal counsel and has read and understood all of the terms and provisions of this Agreement.

9. **NON-APPROPRIATION OF FUNDS:** The County shall have no liability under this Agreement to the City beyond the funds appropriated and available for this Agreement.

10. **NON-ASSIGNMENT:** This Agreement may not be assigned by the City without the prior written consent of the County.

11. **INDEMNIFICATION:** The Parties shall mutually indemnify, defend and hold harmless from and against all claims, losses, damages, liabilities, actions, costs and expenses, including, but not limited to, reasonable legal fees and expenses, paid or incurred by the other party and arising directly or indirectly out of: (i) any material breach of this Agreement by either party; (ii) any breach of applicable federal, state, and local statutes,

rules and regulations; or (iii) any other act or omission of either party. The obligations of the parties under this section shall survive any expiration or termination of this Agreement.

12. ENTIRE AGREEMENT: The terms of this Agreement, including the "Standard Oneida County Conditions," which are annexed hereto as Exhibit A, constitute the entire understanding and agreement of the Parties and supersedes all prior negotiations, representations, understandings, or other agreements, whether written or oral, with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed and signed by:

CITY OF ROME

BY: _____
Jeffrey Lanigan
Mayor

DATE _____

ONEIDA COUNTY

BY: _____
Anthony J. Picente, Jr.
Oneida County Executive

DATE _____

Approved:

Christopher J. Kalil
Assistant County Attorney

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into on this _____ day of _____, 20____, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

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

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative

agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

- i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
 - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
- i. The Contractor certifies that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

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

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

2) The Contractor's policy of maintaining a drug-free workplace;

3) Any available drug counseling, rehabilitation, and employee assistance program; and

4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

1) Abide by the terms of the statement; and

2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

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

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

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

- i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the

Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building
Campus, Albany, NY 12240. Notice shall include the
identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 - i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

- i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
- ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
- ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
- iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
- v. Make available protected health information in accordance with 45 CFR §164.524;
- vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County

available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

- ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 - iii. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as

determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records

shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

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

16. GRATUITIES AND KICKBACKS.

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

request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

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

17. AUDIT

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services

RESOLUTION NO. 153

**RESOLUTION DETERMINING THAT THE PROPOSED
ACQUISITION OF BUILDING WILL NOT HAVE A
SIGNIFICANT EFFECT ON THE ENVIRONMENT.**

By Councilor _____:

WHEREAS, the Common Council of the City of Rome, Oneida County, New York (the “City”) is considering undertaking the acquisition of a building located at 425 Erie Boulevard West in the City (the “Project”); and

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

WHEREAS, the City has prepared an environmental assessment form for the Project (the “EAF”), a copy of which was presented to and reviewed by the Common Council at this meeting and a copy of which is on file in the office of the City Clerk; and

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

WHEREAS, the Project does not appear to constitute a “Type I Action” (as defined by the Regulations);

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

1. Based on an examination of the EAF and based further upon the City’s knowledge of the area surrounding the Project and such further investigation of the Project and its environmental effects as the City has deemed appropriate, the City makes the following findings with respect to the Project:

- (a) The Project is described in the EAF;
- (b) The Project constitutes an “unlisted action” (as defined in the Regulations);
- (c) No potentially significant effect on the environment is noted in the EAF for the Project, and none are known to the City;

(d) The Project will not have a significant effect on the environment; and the City will not require the preparation of an environmental impact statement with respect to the Project; and

(e) As a result of the foregoing, the City has issued a negative declaration with respect to the Project.

2. The City Clerk is hereby directed to maintain a copy of the negative declaration in the Office of the City Clerk in a file that is readily accessible to the public.

3. This resolution shall take effect immediately.

The foregoing resolution was thereupon declared duly adopted.

Seconded by Councilor _____.

AYES & NAYS: Sparace __ Mortise __ Fazio __ Smith __ Anderson __ Dursi __ Sbaraglia __

ADOPTED ____

DEFEATED ____

RESOLUTION NO. 154

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO SUBMIT A GRANT APPLICATION TO THE NEW YORK STATE CANAL CORPORATION AND ERIE CANALWAY NATIONAL HERITAGE CORRIDOR (\$8,250.00).

By Councilor _____:

WHEREAS, Matthew J. Andrews, Deputy Director of the Department of Community and Economic Development for the City of Rome, New York, has requested the authorization to submit a grant application to the New York State Canal Corporation and Erie Canalway National Heritage Corridor, for an amount not to exceed \$8,250.00, for a New York State Canal System Tourism Infrastructure Grant to provide additional directional and interpretive signage, with the required local match of 50% equal to \$8,250.00 to come from contract services, for a total project cost not to exceed \$16,500.00; and

WHEREAS, the project progresses the City of Rome Empire State Trail Towns Action Agenda short- and long-term recommendations, and the Erie Boulevard and Downtown Rome Brownfield Opportunity Area Implementation Strategies regarding signage improvements for visitors; now, therefore

BE IT RESOLVED, that the City of Rome is hereby authorized and directed to submit a grant application to the New York State Canal Corporation and Erie Canalway National Heritage Corridor, for an amount not to exceed \$8,250.00 to come from contract services, for a New York State Canal System Tourism Infrastructure Grant to provide additional directional and interpretive signage, with the required local match of 50% equal to \$8,250.00, for a total project cost not to exceed \$16,500.00, pursuant to the description which is attached hereto and made part of this Resolution; and

BE IT FURTHER RESOLVED, that the City of Rome, New York is authorized and directed to accept these grant funds in an amount not to exceed \$8,250.00 for the project described in the grant application; and

BE IT FURTHER RESOLVED, that the Mayor of the City of Rome is authorized and directed to agree to the terms and conditions of the Master Contract with OPRHP for such Empire State-Canalway Trail priority trailhead access areas project; and

BE IT FURTHER RESOLVED, that the Mayor of the City of Rome and his designees are hereby authorized to execute any documents related to the above-mentioned grant, and if awarded funding, with any and all other contracts, documents and instruments necessary to fulfill the City of Rome's obligation under said Grant Application; and

BE IT FURTHER RESOLVED, that the City Treasurer is hereby authorized to create a capitol project account for the purpose of accepting and expending said funds.

Seconded by Councilor _____.

AYES & NAYS: Sparace __ Mortise __ Fazio __ Smith__ Anderson__ Dursi __ Sbaraglia __

ADOPTED ____

DEFEATED ____

NYS Canals & Erie Canalway National Heritage Corridor Tourism Infrastructure Grant

Item	Description	Qty	Cost per	Total
Alt Route signs	Sign only no frame	6	\$ 500.00	\$ 3,000.00
Trailhead signs	Sign and Aluminum Frame	3	\$ 1,500.00	\$ 4,500.00
Wayside exhibits ECT	Panel and Aluminum Frame	2	\$ 1,500.00	\$ 3,000.00
BHP Boat signs ECT (4x8)	Panels and Aluminum Frame	2	\$ 1,500.00	\$ 3,000.00
Nav Center	Building ID & Facility Info	2		\$ 2,000.00
Design	Design fees for panels and maps	15		\$ 1,000.00
			Total	\$ 16,500.00
			50% grant	\$ 8,250.00



NYS Canal System Tourism Infrastructure & Event Grants

OVERVIEW

The New York State Canal Corporation (NYSCC) and the Erie Canalway National Heritage Corridor (ECNHC) offer competitive grant funding to support recreation and tourism along the New York State Canal System (Canal waterways and Canalway Trails). The program prioritizes support for tourism infrastructure and amenity improvements, and events. Funding is open to counties, municipalities, units of local government, not-for-profit organizations, and federally recognized Native American tribes.

Applications can be made in the following categories:

1. Event Support, see pages 3-4
2. Tourism Infrastructure & Amenity Support, see pages 5-9

See page 10 for a list of useful resources when planning a tourism infrastructure project or event.

Projects submitted should demonstrate how they will achieve one or more program objectives:

- facilitate recreation and/or tourism
- enhance visitor amenities and/or improve the visitor experience
- encourage overnight stays
- commemorate the history, heritage, or culture of the canals
- make recreational and tourism assets more accessible for people with and without disabilities and expand audiences served
- improve and/or promote connectivity between recreation areas and communities or between waterways and land trails

The Erie Canal is celebrating its bicentennial in 2025. We will be prioritizing applications that help us commemorate this milestone and prepare for the next 100 years.



APPLICATION PROCESS

Applicants may apply by completing an online application at: www.eriecanalway.org/resources/grants/

TIMELINE

Application Opens: October 7, 2024
Applications Due: November 15, 2024
Awards Announced: January 2025

EVALUATION AND NOTIFICATION OF AWARD

This is a competitive grant program. Members of the review team and the evaluation criteria remain confidential. Applicants will be notified of decisions by email and letter; and all successful applicants will be posted online at www.canals.ny.gov and www.eriecanalway.org and announced through a joint press release.

The New York State Canal Corporation and Erie Canalway National Heritage Corridor have full discretion in the amount of funding available for the program and individually awarded to applicants.

CONTACTS

Program Managers will not answer any project or event specific questions after the application period has opened. Only eligibility and technical questions will be answered from October 7th, 2024 through November 15, 2024. All questions must be submitted via email to the contacts listed below. The questions and answers will be documented and posted to the grant page on the Erie Canalway website.

Tourism Infrastructure Support

Bob Radliff
Executive Director
Erie Canalway
Phone: 518-237-7000, ext. 203
Bob_Radliff@eriecanalway.org

Event Support

Ashley Quimby-Simoni
Program Manager
Erie Canalway
Phone: 518-237-7000, ext. 202
ashley_quimby-simoni@eriecanalway.org



Event Support

OVERVIEW

This program supports public events and festivals that encourage exploration and enjoyment of the wealth of cultural, heritage, nature, and recreational offerings within New York State’s canal corridor.

USES OF FUNDS

Events may be, but are not limited to:

- Major events such as system-wide or regional celebrations focused on canal waterways and trails
- Events that focus on the heritage and culture of the canals, especially the Erie Canal bicentennial
- Events that promote recreation, especially when they encourage use of the NYS Canal System (Canal waterways and Canalway Trails) – e.g., glamping, camping, races, bicycling and paddling tours, cross country skiing, rowing, birding, and fishing. Please consider four season recreational uses.
- Events that actively include or serve people of all ages and abilities.
- Events that draw a wide and diverse audience to the canal, including new users and people from underrepresented populations
- Events that promote performance-based art including theater and music
- Events that support the Canalway Challenge and 1st Mile Challenge
- Events that support overnight stays
- Events that highlight the canals as unique linear recreational assets

AWARD RANGE

\$500 to \$3,000

Funding will be advanced upon receipt of the signed agreement.

ELIGIBILITY

- Events must occur in 2025. Consideration will be given to events occurring in January and February of 2026.
- Funding is open to counties, municipalities, units of local government, not-for-profit organizations and federally recognized



Native American tribes located within the [National Heritage Corridor](#) boundaries.

- Proposed events may include reasonable fees.

INELIGIBLE USES OF FUNDS

- Staff time
- Food and beverages
- Advertising expenses for the organization, though advertising expenses specific to your event or festival are allowed.
- Regular education programs, e.g., school programs and summer camps
- Applicants who are not in good standing for other projects funded by the NYS Canal Corporation or Erie Canalway National Heritage Corridor are not eligible for funding.

FUNDING REQUIREMENTS

1. **Permitting:** Awardees are responsible for identifying and obtaining the necessary required permits. Events taking place on New York State Canal Corporation (NYSCC) property require a permit. Anticipate a 4-week minimum time frame for the NYSCC permit process. Please plan accordingly to allow time for permit review and approval.
2. **Matching Funds:** The requested grant amount must be at least equally matched and be clearly demonstrated in the project budget. NYS Canal Corporation CFA grants cannot be used as match. Matching funds may include cash and in-kind services or donations, including volunteer hours, which must be recorded and sent with the final report. The current estimated value of volunteer time may be found [here](#).
3. **Recognition:** Sponsorship must be recognized on the event website and promotional materials. Guidelines supplied for use of logos must be followed. Recommended credit: ***This event is funded in part through the generous support of the New York State Canal Corporation and the Erie Canalway National Heritage Corridor.***
4. **Final Report:** Awardees [must submit a Financial Report](#) (provided by Grantors) within 30 days of the end of the festival or event. Public attendance numbers, photos, and copies of event materials that document proper recognition must be included.



Tourism Infrastructure & Amenity Support

OVERVIEW

This program supports capital improvement projects and purchase of equipment that enhance recreational amenities and tourism, especially overnight stays, along the NYS Canal System (Canal waterways and Canalway Trails).

PROGRAM CATEGORIES

1. Enhancements which include new or restoration of existing waterway and trail features; including trail construction, trail resurfacing, parking areas, access sites and crosswalks.
2. Construction and/or improvements to the condition of recreational and visitor amenities. Improvements may include the construction or restoration of pocket parks, boat launches, docks, storage facilities, rest stops, and other amenities (e.g., plazas, gardens, or amphitheaters, visitor centers and canal-related tourism sites). Universal design principles should be incorporated with special attention to ADA standards (resource linked on page 10).
3. Purchase, installation, and maintenance of equipment, machinery and materials designed to create or enhance visitor experiences such as grounds maintenance equipment, bike racks, potable water, restrooms, porta-johns, showers, benches, WIFI, and security upgrades.
4. Purchase and installation of wayfinding signage. Requests for wayfinding signage on NYS Canal Corporation property must follow Canal Corporation branding guidelines and receive written approval by the Grantor during the design stage.
5. Preservation, conservation, or enhancement of canal-specific historic, cultural or natural resources.
6. Enhancements that improve access and connection to the NYS Canal System. These improvements should feature universal design principles.
7. Contracted services including garbage removal, porta-johns, bike and paddle craft rental services, and maintenance crews.

Applicant may request up to 10 percent of the grant award amount for project management (unless staff salary is used to meet match



requirements). If requested, the 10 percent must be included in the project budget as part of the total grant request (not in addition to the grant request).

AWARD RANGE \$5,000 to \$24,000

ELIGIBILITY Applicants must meet the following criteria:

- Projects led by counties, municipalities, units of local government, not-for-profit organizations and federally recognized Native American tribes located within the National Heritage Corridor. Applications for infrastructure projects located on land owned by the New York State Canal Corporation are open only to federal/state/local governments, unless a not-for-profit applicant is currently named as a permittee on an existing Canal Corporation Use and Occupancy Permit.
- Applicants must be able to demonstrate project site control.
- Applicant must include a resolution or similar documentation demonstrating applicant governing body support for the project.
- The New York State Canal Corporation is subject to the [State Smart Growth Public Infrastructure Act](#) (Chapter 433 of the Laws of 2010) and must, to the extent possible, make funding decisions consistent with the provisions of that Act.
- **Ineligible applicants** include private individuals, for-profit businesses, not-for-profit organizations applying for projects on NYSCC owned land without a Use and Occupancy Permit, political or religious based organizations, and certain special purpose units of government, such as schools or fire districts.

INELIGIBLE USES OF FUNDS

Applicants cannot request funds for:

- Payments for previous activities and projects
- Continuation of projects funded in prior grant rounds
- Reduction of existing debt
- Indirect costs
- Purchase of real property
- Political or religious activities
- Additions to reserve funds or endowments



- General organizational marketing (including websites)
- Projects or programs that will re-grant the funds received
- Festivals or events (funded separately through the Event Support grants)

FUNDING REQUIREMENTS

- 1. Matching Funds:** The requested grant amount must be at least equally matched by the applicant, and clearly demonstrated in the project budget. Sources of Matching Funds may include:
 - **Cash Match:** Private or public sector grants (except NYSCC CFA grants), private contributions, or income from fees or services.
 - **In-Kind Match:** Donated goods and services to the proposed project including staff and volunteer time. Staff time may only be used as match if the applicant is not requesting staff time (up to 10% of grant request) as part of the grant award. If volunteer hours are used as a match, then the name of each volunteer, tasks performed, work hours and signature must be recorded on a separate document sent with the final report. The current estimated value of volunteer time may be found here: [Value of Volunteer Time — Independent Sector](#).
 - **Unacceptable matches** include operating costs of the site/organization, routine repair and maintenance costs, and staff and volunteer costs/time unrelated to the project.
- 2. Site Ownership or Control:** Applicant must clearly identify who owns and maintains the subject site and describe who is responsible for site control and long-term maintenance.
 - a. Applicants who do not have site ownership must submit (1) proof of site control (e.g. a lease) and (2) a letter of support from the property owner demonstrating support for the proposed project.
 - b. Those applying for projects on Canal Corporation property must reach out to Canal Corporation's Real Property Department to ensure the site is eligible for such a project. Correspondence should be submitted as part of the application. Regional Real Property Coordinator contact information is available here: <https://www.canals.ny.gov/Real-Property-and-Permits/Permits>
- 3. Historic Preservation Compliance:** Most projects will require a formal review by the State Historic Preservation Office (SHPO) to determine compliance with historic preservation laws and regulations. Successful applicants will be advised of obligations to meet this requirement upon



award notice.

- 4. Permits:** Work on NYS Canal Corporation land requires both a *Use and Occupancy Permit* AND a *Work Permit* specific to the requested activities. All permits, including other required federal, state, and municipal permits, must be secured prior to implementing grant funded activities, including those activities related to the match. All applicants should anticipate a minimum of 4 weeks for initial review of application by the NYSCC. Applicants must reach out to the NYS Canal Corporation's Real Property Department at (518) 449-6000 to ensure the site is eligible for the proposed project in advance of grant application. Regional Real Property Coordinator contact information is available here: <https://www.canals.ny.gov/Real-Property-and-Permits/Permits>

 - a. If your project includes any disturbance below the mean high-water mark, US Army Corps of Engineers and NYS Department of Environmental Conservation permit(s) will be required.
 - b. Project work that advances without obtaining all required permits may result in retraction of the grant award.
- 5. Insurance:** Grantees, at their own expense, will provide and maintain insurance as follows:

 - a. Worker's compensation, and disability benefit insurance required under New York State Law.
 - b. Commercial general liability insurance including protective and contractual liability with a single combined limit of \$1,000,000 per occurrence and \$1,000,000 aggregate for bodily injury, including death and property damage.

Grantees will furnish ECNHC with a certificate of insurance evidencing the coverage and providing thirty (30) days prior written notice in the event cancellation or material change in coverage. Additional insurance requirements for projects on Canal Corporation property will be addressed as part of the permitting process.
- 6. Design Guidelines and Artwork Approval:** Applicants are required to follow NYS Canal Corporation and/or Empire State Trail and Manual on Uniform Traffic Control Devices (MUTCD) design guidelines for wayfinding signs and trail amenities. The Grantor reserves the right to review and comment on any infrastructure or signage produced through the grant. Projects such as interpretive signs and murals must receive written approval on final designs by the Grantor during the design stage prior to final design and production. Designs not meeting stated design standards will not be reimbursed.



7. **Recognition:** Grant funding must be recognized in press releases, websites, and other promotional materials. Guidelines supplied for use of logos must be followed. Recommended credit:

This project is funded in part through the generous support of the NYS Canal Corporation and the Erie Canalway National Heritage Corridor.

8. **Interim and Final Reporting:** Grantees must submit interim project updates every six months and a final report with actual expenses compared to original project budget and matching funds documentation using forms provided. Reports will include a summary of the project and results achieved, copies or examples of documents or other products produced, and photographs of the project.

CONSULTANT SERVICES

Support requested for consultant services (e.g., planning, engineering, architectural, graphic design or other professional services) shall summarize the contractor selection process and the contractor's qualifications. If a consultant is to be selected after a grant commitment, the Grantees must submit the proposed consultant's qualifications to the Grant Manager for review and approval, prior to finalizing grant funding. The use of NYS-certified minority and women-owned business enterprises and service-disabled veteran-owned businesses is strongly encouraged. For additional guidance, please contact the Grant Manager.

AWARD DISTRIBUTION

Funds will be distributed on a reimbursement basis at project conclusion, contingent upon receipt and approval of the Grantee's final report. Only fully documented (e.g., copies of checks, bank statements, contracts, etc.) and approved expenses will be reimbursed. Matching funds must also be fully documented. *Requests for advances will not be considered.*

Recipients will negotiate a reasonable project completion date with the Grant Manager based on current project status, overall complexity, and the types of permits required. Requests for contract extensions will be considered only if received in writing; the NYS Canal Corporation and Erie Canalway National Heritage Corridor have sole discretion to approve any extension requests. Failure to begin project as originally proposed may result in cancellation of award.



Resources

GENERAL

[ECNHC Preservation and Management Plan](#)

TOURISM INFRASTRUCTURE & AMENITIES

[NYSCC Wayfinding Signage Design Guide – Coming Soon](#)

Guidelines for Canalway Trail wayfinding signage located on NYS Canal Corporation Land

[Empire State Trail Design Guidelines for Signage](#)

Guidelines for Canalway Trail wayfinding signage on property that is owned by any entity outside of the NYS Canal Corporation.

[Manual on Uniform Traffic Control Devices for Streets and Highways](#)

Guidelines for on-road wayfinding signage

[Universal Design Principles](#)

Guidelines to maximize access by everyone.

[Hand-Launch Facility Design Guide](#)

Best practices and guidelines for design, construction, and operation of paddle craft launches on the NYS Canalway Water Trail.

EVENTS

[Adaptive Cycling Along the Erie Canalway: TRAIID on the Trails](#)

Fitness Inclusion Network (Fit-IN)'s guide to adaptive cycling and planning an inclusive recreational event along the Canalway Trail

[Guide to Planning a Paddling Event](#)

[Rochester Accessible Adventures Inclusive Event Guide](#)

Rochester Accessible Adventures guide to planning an event through a lens of inclusion



Canal Corporation

2023

Empire State Trail Town Action Agenda



City of Rome

Published
December 2023

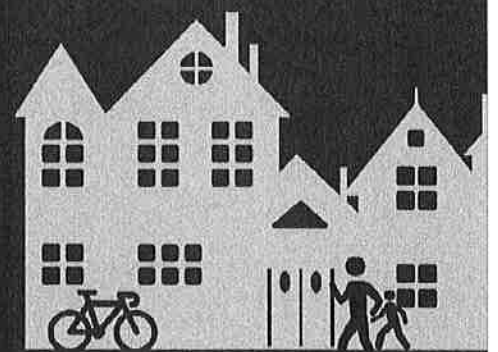


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Background

Parks & Trails New York (PTNY) and the New York State Canal Corporation developed the Empire State Trail Town program to help upstate communities recognize and capture the economic value of the Empire State Trail, the nation's longest single-state multi-use trail. With the 750-mile trail's completion in 2020, the Erie Canalway Trail—the east-west leg of the statewide system— has continued to be one of the state's premier outdoor recreation destinations. The Empire State Trail Town program was designed to build capacity and guide communities through the process of identifying ways they can transform into trail-friendly destinations where visitors want to stay, explore, and spend.

The **Empire State Trail Town program** began in 2022 with the Village of Brockport as a pilot community, and continued in 2023 with three additional communities: City of Lockport, Village of

Newark and City of Rome. Having been selected for their already high quality trail-based services and amenities and demonstrated commitment to policies geared towards trail users, the selected communities worked with PTNY throughout the year to identify opportunities and develop the tools to more effectively harness visitation to the renowned long-distance trail in their backyard.

Over the course of nine months, Rome worked with PTNY to develop a network of local partners committed to the Trail Town initiative, conduct research and assessment, and develop promotional resources and strategies. In this document, the work completed through the course of the program is summarized to guide Rome's advancement as a Trail Town. Upon adoption of this Action Agenda, Rome will be recognized as an officially certified Empire State Trail Town.

Empire State Trail Town Goals

Make communities more trail-user friendly.



- Increase the frequency with which residents and visitors walk or bike both on and off the trail

Help communities realize economic benefits of the Canalway Trail.



- Increase the number of Canalway Trail users who spend money either at retail businesses or at a bar or restaurant as part of their trip
- Increase the number of Canalway Trail users who choose the community for an overnight stay

Empire State Trail Town Objectives

NETWORK: Form a network of individuals (including representatives of the municipality, engaged residents, volunteers, and members of the business community) dedicated to the Trail Town vision

RESEARCH: Conduct research and assessment to identify each Trail Town's strengths and areas for improvement, as well as understand current use of the trail

PROMOTION: Increase the visibility of the Trail Towns as destinations

ADVANCEMENT: Establish a plan and process to guide continued work toward Trail Town goals beyond the direct assistance provided by PTNY

Program Overview

After the three selected communities for 2023 were finalized, the technical assistance provided through the program began with a virtual Trail Town Orientation. This first virtual convening provided an introduction to the program and space to network with the other trail towns in the program.

Following the orientation, Rome's first task was to form a Trail Town steering committee that incorporated representatives from the city as well as committed partners, local businesses and bicycling advocates.

Rome Trail Town Committee Representatives

- City of Rome Department of Community and Economic Development
- City of Rome Common Council
- NYS Assembly via Assemblymember Buttenschon
- Rome Rotary
- Mohawk Valley Economic Development District
- Oneida County Tourism
- Fort Stanwix National Monument
- Rome Area Chamber of Commerce
- Mohawk Valley EDGE
- Jervis Public Library
- Rome Historical Society
- Roman Runners
- Positively Rome
- Local business owners
- Community advocates

With the steering committee in place, Rome was able to begin the first task - a **Trail Town Self-Assessment**. The assessment encouraged Rome to take initial stock of its recreation and hospitality assets, and to start thinking about the strengths and weaknesses of the city in terms of attracting bicycle tourists and encouraging residents to walk or bike.

In May, a trail count effort was launched to collect information on trail use throughout the summer. With input from the Trail Town steering committee, PTNY installed an EcoVisio electronic trail counter on the Erie Canalway Trail/Empire State Trail on the west side of the city, just to the west of the Old Erie Canal Village. The City of Rome also purchased an electronic trail counter of their own, which was installed at Martin Street in July. PTNY also provided a webinar that trained trail town committee members on how to conduct manual trail counts to capture an enhanced level of data, including



a breakdown by mode use. Manual counts were conducted by volunteers at three locations: the Old Erie Canal Village, on W. Dominick St, and on the trail along Martin Street. An analysis of trail count data can be found on pages 8-10.

In early June, PTNY held a two-part participatory workshop in Rome, with an evening Placemaking Workshop on June 7 and a morning Bike Around Workshop the following day. The Placemaking Workshop provided a hands-on opportunity for about sixteen Trail Town steering committee members and other interested community members to learn more about outdoor recreation tourism and continue the conversations that the Trail Town Self-Assessment started. Through an interactive mapping exercise, workshop participants identified Rome's top assets (including places, businesses, events, and experiences), as well as gaps or areas for improved connectivity, services, or amenities. The following morning, PTNY led a group bike ride around Rome to highlight some of the assets and gaps identified during the previous evening's workshop. Many different challenges and opportunities were brought up during this conversation, but some of the major takeaways are summarized on page 12.

In order to capitalize on the momentum and ideas generated during the workshop, PTNY compiled a **Short-Term Recommendations** document for Rome, outlining actions that the city could take immediately to improve the trail user experience and start better capitalizing on trail tourism that same summer.

One of the recommendations that came out of the workshop was to continue to educate local businesses on the value of trail tourism. To that end, Rome continued outreach to encourage more businesses to apply to be certified as “Bike Friendly New York” businesses. As a result of these efforts, Rome now has a total of twelve Bike Friendly New York certified businesses. More information about the certification program and the participating businesses can be found on page 7.

During the second week of July, the City of Rome hosted PTNY’s Cycle the Erie Canal bike tour in town. On July 13, 2023, over seven hundred cyclists spent the night at Fort Stanwix and enjoyed everything Rome had to offer, from its local

businesses to its history. The Trail Town committee coordinated a welcome committee to greet riders as they arrived in Rome at the Sports Hall of Fame, complete with snacks and a bike rack. The Rome Area Chamber of Commerce provided seamless coordination and information on-site, and local and state elected officials attended to greet the riders.

In August, Rome turned its attention to the next phase of the program, which involved taking a look at its assets with the eye of compiling them into an informational resource that trail users could use to plan their visits. PTNY used this information to inform the development of the **Rome Trail Town landing page**, hosted on the promotional website for the trail, www.cycletheeriecanal.com.

2023 Trail Town Wins

In response to the short-term recommendations identified by PTNY after the Placemaking and Bike Around workshops, Rome advanced several Trail Town priorities over the summer and fall of 2023:

- Purchasing and installing an electronic trail use counter for the city’s trail system
- Updating the city’s website with the most up-to-date maps of Rome’s trail system
- Designating a primary visitor center for the city (Marinus Willett Visitor Center) and working toward making it a hub for trail users
- Installing a fix-it station and working toward the installation of a map of Rome’s trail system adjacent to the Visitor Center
- Certifying ten additional Rome businesses as Bike Friendly New York certified businesses
- Conducting an inventory of existing signage on the Erie Canalway Trail/Empire State Trail and initiating conversations to replace faded signage
- Investigating styles of modern bike racks to be installed at Jervis Library

In addition to the work undertaken in partnership with PTNY, Rome and other local partners have been working steadily to advance several projects and programs closely related to the Trail Town mission, including:

- Installing two community maps for wayfinding on the Erie Canalway Trail/Empire State Trail
- Selecting a contractor to rehabilitate the existing off-road section of the Erie Canalway Trail/Empire State Trail located between the Erie Canal Village Museum and South Charles Street.
- Collaborating with the North Country Trail Association to reroute the North Country Trail on the Mohawk River Trail through town.
- Opening a new one-mile section of the Mohawk River Trail and installing new maps to represent the new sections of trail.
- Completing work on the pedestrian underpass under S James Street on the Erie Canalway/Empire State Trail
- Offering regular bike tours from Fort Stanwix National Monument



Existing Conditions

About Rome

The City of Rome, NY is centrally located in New York State in Oneida County on the ancestral homelands of the Oneida Nation, part of the Haudenosaunee Confederacy. The city is positioned at an important early land bridge between main waterways. Due to its strategic location, it was considered one of the most important transportation points for people and goods moving west. Commemorated as the city where the first shovel of dirt was turned for the construction of the Erie Canal, Rome is a city full of cultural, natural, and historic gems. The city is home to many small businesses and public art installations in the Arts District on W. Dominick Street, the historic Fort Stanwix National Monument, and a growing network of open space and greenways. Rome is home to two major trails in addition to the Erie Canalway Trail/Empire State Trail - the Mohawk River Trail, a 3.5-mile trail that runs north-south through the city, as well as the North Country National Scenic Trail, stretching 4,800 miles across eight states from North Dakota to Vermont.

Destination Highlights

Fort Stanwix National Monument: Known as “the fort that never surrendered”, Fort Stanwix is a colonial fort that was first built in the 1750s to guard the Oneida Carrying Place, a key trading route. Now part of the National Park Service as a National Monument, the Fort serves as a place to learn about the history and culture surrounding the Fort during its time of use and its relevance to American history.

Capitol Theatre: The Capitol Theatre remains the only building in Rome constructed for the specific purpose of exhibiting motion pictures. Although the theatre received an Art Deco face-lift in 1939, the auditorium is configured exactly as it was in 1928, and much of the original decor remains. In addition to motion pictures, the theatre hosts musical performances and other performing arts productions year round.

Mohawk River Trail: The Mohawk River Trail (MRT) connects Rome’s waterfront with historical sites, commercial districts, public services, local schools, city parks, the Griffiss Business and Technology Park, and residential neighborhoods, all while offering a unique multi-use trail recreational

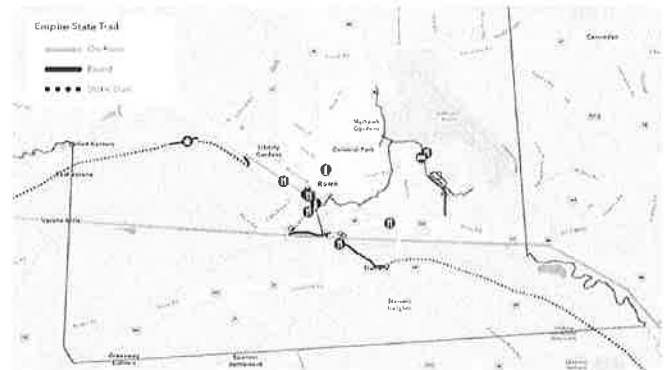
experience. The trail offers excellent scenic vistas of the Mohawk River and connects multiple greenways.

Griffiss International Sculpture Garden and Nature Trail: Art at Griffiss opens the door to nature, sculpture, and biodiversity, all in your own backyard. Take advantage of Central New York’s premier art park by using the Sculpture Garden App to learn about world-renown artists, plant and animal life, and other amenities.

Trail Inventory

Rome has approximately 12.2 miles of the Erie Canalway Trail/Empire State Trail running through the city, 78% of which is off-road (a combination of paved and stonedust).

Map of Rome



Mohawk River Trail. Photo credit John Clifford, courtesy of Rome Sentinel.

Bike Friendly New York Certified Businesses

Launched in 2017, Bike Friendly New York (BFNY) is a bicycle friendly business certification program administered by Parks & Trails New York (PTNY) and the New York State Canal Corporation. BFNY aims to recognize and promote businesses that provide special accommodations for bicyclists. A wide range of businesses are eligible for bike-friendly certification, including restaurants and bars, lodging, shops, and museums.

Bike friendliness is not a “yes or no” quality, and the steps that businesses take to cater to cyclists vary. Above all, bike friendly businesses value cyclists as customers. Therefore, they strive to meet the unique needs of cyclists.

At the most basic level, businesses must meet the following requirements:

1. Have a physical location, which is open to the general public and has hours of operation clearly posted at the location and/or online.
2. Be located near, and easily accessible from, a greenway trail.
3. Have an identified parking area for bicycles (this can be a public bike rack, a bike parking area in front of the business, covered and secure bike parking indoors, or another solution)



BIKE FRIENDLY
NEW YORK

In addition, businesses must meet a few category-specific criteria. For example, Food and Drink Service establishments must have a menu posted outside and/or online and overnight accommodations must offer one night stays and provide covered and secured bike storage. All criteria can be found at ptny.org/bikefriendly.

Before the Trail Town program started, Rome was home to just two pioneering Bike Friendly NY businesses— Superofficial and the Copper Easel. This was not to say that more of Rome’s businesses were not bike friendly. With a little outreach, ten more businesses were certified across the city that qualified to be recognized and promoted as Bike Friendly.

Bike Friendly NY Certified Businesses in Rome

Business Name	Category
Copper City Brewing Company	Food & Drink
Rail and Canal	Food & Drink
Spessos Coffee House	Food & Drink
Franklin Hotel	Food & Drink
Franca Wine Room	Food & Drink
JoJo’s Market	Food & Drink
Superofficial	Food & Drink
Fort Stanwix National Monument	Attraction/Welcome and Information Service
Rome Sports Hall of Fame and Museum	Attractions
Jervis Public Library	Welcome and Information Service
Hampton Inn & Suites Rome	Accommodation
The Copper Easel	Retail

As of November 2023

Trail Use Counts & Analysis

Collecting trail user count data is important for understanding the potential market for trail user-oriented services and amenities, as well as for understanding how and when people are using the trail so that the community can best serve their needs. PTNY estimates that the off-road portions of the Erie Canalway Trail/Empire State Trail (determined by counts at Old Erie Canal and Martin St) see between 13,000 and 23,500 visits per year. Visits to the trail may be as high as 77,000 on the on-road/sidewalk stretch of trail through Rome’s downtown on West Dominick St.

Electronic Counters

Trail count data was collected using electronic counters at two locations (eastern end of Old Erie Canal State Historic Park and Martin St) and through manual spot counts at three locations (Old Erie Canal, W. Dominick St, and Martin St). The electronic trail counters used infrared pyroelectric technology to count the people passing within range of the sensor by detecting body temperature, and collected data 24 hours a day at one hour intervals for the period it was installed. The Martin Street counter was purchased by the City of Rome after the start of the program and was installed in July.

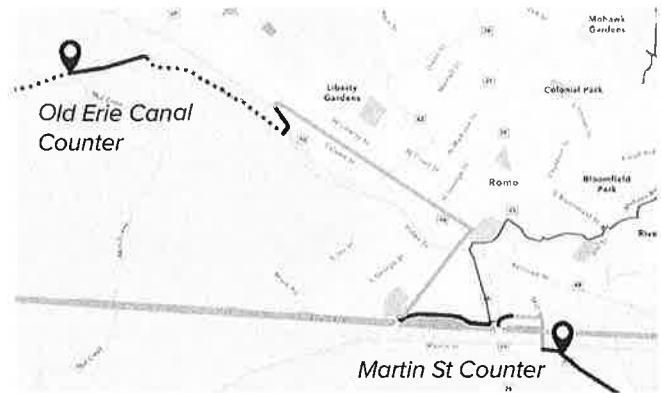
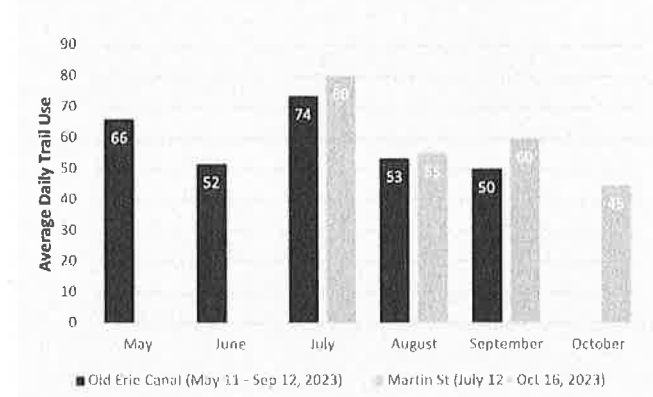
Annual Trail Use Estimate

By applying **extrapolation methodology** to the available electronic trail use data, PTNY estimates that the trail sees approximately 14,600 annual visits at the Old Erie Canal site and 16,000 at the Martin St site.

Trail Use by Month

Analysis was conducted on the trail use data to determine trends across different time scales. Trail use was consistent throughout the summer and into the fall, with a bump in July, likely reflecting when Cycle the Erie Canal came through Rome with hundreds of cyclists.

Average Daily Trail Use by Month



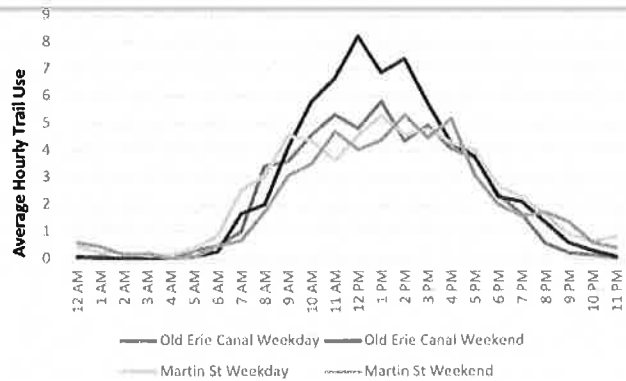
Month	Old Erie Canal (May 11 - Sep 12, 2023)		Martin St (July 12 - Oct 16, 2023)	
	Monthly Use	Daily Average	Monthly Use	Daily Average
May (part)	1,390	66	-	-
June	1,550	52	-	-
July (part for Martin St)	2,286	74	1,607	80
August	1,657	53	1,708	65
September (part for Old Erie Canal)	601	50	1,794	50
October (part)	-	-	718	45
Recorded Total	7484	60	5,827	60
Estimated Annual Use	14,686	40	16,080	54

Trail Use by Day of Week & Time of Day

At the Old Erie Canal counting site, the trail was used more on weekends than on weekdays.

At the Martin Street counting site, trail use was similar on weekdays and weekends. Across all days, use peaked in the middle of the day. These trends indicate that the trail is most likely used for recreational purposes rather than commuting. It should be noted that the days that Cycle the Erie Canal passed through Rome (7/13/23 at Old Erie Canal and 7/14/23 at Martin St) were removed from the data set for the average hourly analysis.

Average Hourly Trail Use (Weekday vs Weekend)



Manual Counts

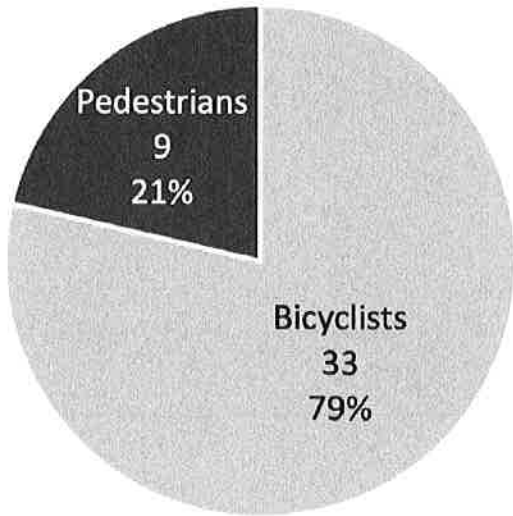
Manual counts were conducted by volunteers who made ticks on a clipboard for each passing trail user for two-hour periods according to the guidelines established for **observational counts**. This data was then used to inform breakdown by mode use and estimate longer periods of trail use using the National Bicycle and Pedestrian Documentation Project (NBPDP) **extrapolation methodology**.

Manual volunteer trail counts were used to provide an additional level of detail to this analysis—namely the breakdown of trail use by mode at different locations along the trail. It is clear that the off-road sections of trail at either end of the city (Old Erie Canal and Martin St) see higher percentages of cyclists. Dominick St, as the principal thoroughfare of Rome’s downtown, saw a higher percentage of pedestrians. It should be noted that this data is limited to four, two-hour counting windows and the counts at the various locations were not necessarily completed on the same day, making direct comparison difficult.

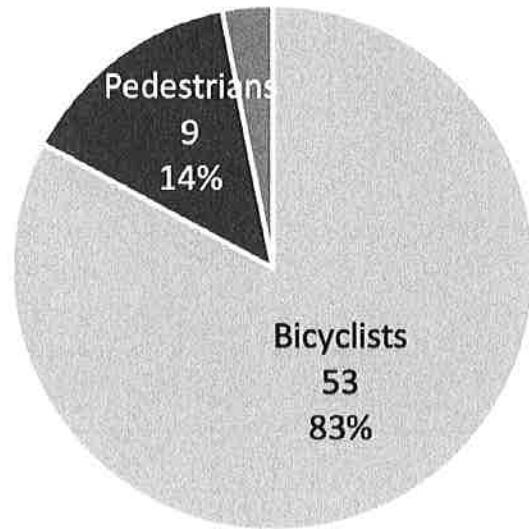
The manual counts were also used to inform an annual use estimate, calculated using the NBPDP extrapolation methodology. The annual use estimate at the Old Erie Canal location is relatively consistent with the estimated annual use extrapolated from the electronic counter at this site, putting trail usage between 13,000 and 14,600. Manual counting was the only methodology applied to West Dominick St, but as a major pedestrian and cycling thoroughfare, it is reasonable to estimate that W. Dominick may see as many as 77,000 pedestrians and cyclists per year. At the Martin St location, the estimate calculated from the manual count data predicts a higher annual trail usage than the electronic trail counter by about 7,000. It is likely that the Martin St stretch of trail sees closer to 16,000 than 23,000 visits per year, since the electronic counter estimate is based on more data.

Location	Dates	Bicyclists		Pedestrians		Other		Total Counted	Estimated Annual Use
		Count	Pct.	Count	Pct.	Count	Pct.		
Old Erie Canal	8/2/2023; 8/5/2023; 8/9/2023; 8/12/2023	33	79%	9	21%	0	0%	42	13,320
W. Dominick St	8/1/2023; 8/5/2023; 8/8/2023; 8/12/2023	71	31%	161	69%	0	0%	232	77,547
Martin St	8/3/2023; 8/6/2023; 8/10/2023; 8/13/2023	53	83%	9	14%	2	3%	64	23,501

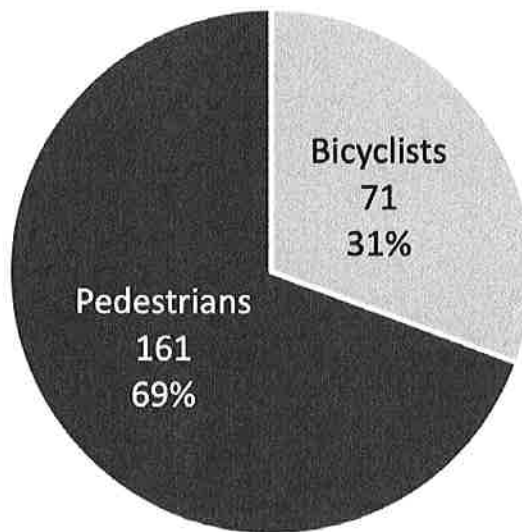
**Old Erie Canal
Breakdown by Mode**



**Martin St
Breakdown by Mode**



**W Dominick St
Breakdown by Mode**



Conducting a manual count at the Martin St counting site. Photo courtesy of Kevin Wyrick



Visitor Promotional Resources

Promotion of available services and amenities is crucial for connecting visiting cyclists to the information they need in order to enjoy their stay. In recent years, Rome has invested significant resources in promoting itself as a great place to live, work and play and has some strong marketing materials. That said, there are currently no resources specifically targeted at reaching visiting trail users.

The City of Rome has a page on its website for **Visitors** with a letter from the Mayor, however it does not mention the Erie Canalway Trail/Empire State Trail or other trail systems in the city. Under Visitors, there is a page dedicated to **Leisure and Attractions**, with lists of places to explore or things to do while in Rome. On this list, there is a link that directs to a dedicated **Trailway Systems** page, which is also linked to under Parks and Recreation. This page has some information about the trails available in the area, like the Mohawk River Trail and the NY Canals Map. It currently does not link to

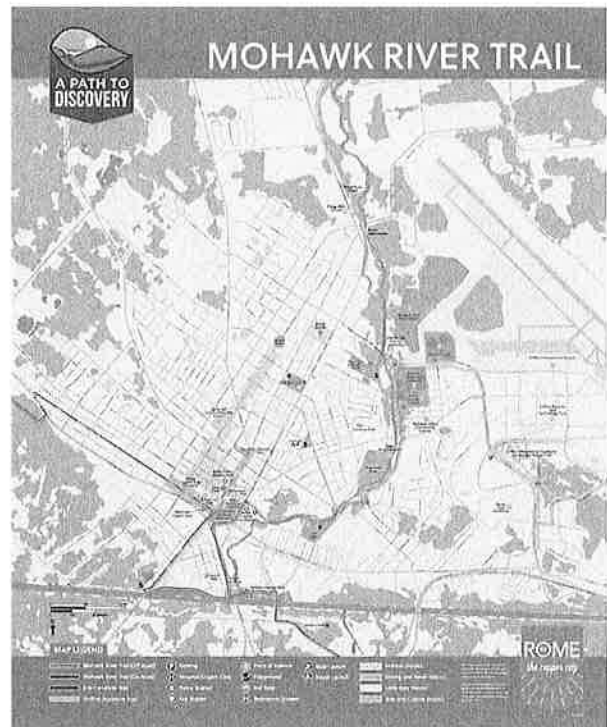
larger statewide trail systems like the **Cycle the Erie Canal trail map**, the **Empire State Trail map**, nor the **North Country Trail map**, nor does it provide any information about the Gifford Sculpture Trail. While not comprehensive, this page is well-positioned to be a clearinghouse of information for trail users in Rome.

The Rome Area Chamber of Commerce invests significant resources into developing materials for visiting cyclists when Cycle the Erie Canal riders stay the night at Fort Stanwix. There is the potential for more collaboration and use of these resources throughout the year.

As part of the Empire State Trail Town program, a promotional webpage highlighting Rome as a Trail Town was developed on cycletheeriecanal.com. The **page** highlights what makes Rome unique, trail access and visitor information, and provides an interactive map of the city.



Map of restaurants within walking distance of downtown Rome/Fort Stanwix presented at Cycle the Erie Canal.



Freshly updated map depicting the full extent of the Mohawk River Trail, available on the City of Rome's "Trailway Systems" webpage.

Overall Assessment

Through the Trail Town Self-Assessment, the public Placemaking Workshop, and the PTNY-led Bike Around ride and assessment, strengths and areas for improvement were identified. The results of these conversations and assessments are summarized below, and helped inform this plan's recommendations.

Strengths

- Rome is home to many significant periods of history, from the indigenous history to the Revolutionary War, to the Erie Canal and beyond
- The city has significant momentum going toward revitalizing the downtown and making the city more walkable/bikeable (See **Rome Rises** project page for ongoing initiatives)
- Rome benefits from strong partnerships, especially with Fort Stanwix National Monument (National Park Service), which hosts bike tours and is installing a new fix-it station and trail kiosks
- The current route of the Erie Canalway Trail/Empire State Trail passes right through downtown and past many businesses
- Rome is home to several trail systems, including the local Mohawk River Trail which expanded this year and is planned to expand again in 2024, and the North Country Trail, which is in the process of being re-routed to align with the Mohawk River Trail
- There are many enthusiastic businesses that are interested in building community around the trail
- Many local events and festivals exist that celebrate Rome's heritage and building community
- Rome has a strong social media presence on Facebook and Instagram
- There is an Amtrak train station right next to the trail
- There are many opportunities for trail users to find information and use the restroom in Rome, especially during the tourism season (modern Navigation Center at Bellamy Harbor Park, Fort Stanwix National Monument, Rome Sports Hall of Fame)

Areas for Improvement

- Wayfinding on the trail is confusing, particularly in regards to faded and sometimes unclear signage. Significant areas for improvement include:
 - Through the gravel work area near the Erie Canal Village
 - Along Erie Blvd between S Charles St and W Dominick St, including crossing of Erie Blvd
 - Crossing of Erie Blvd on N. James St
- The Mohawk River Trail does not have a consistent trail user experience, with a concrete/sidewalk surface and some overgrown vegetation. It is also marked as "on-road" between Bellamy Harbor Park and Brooks Rd on trail wayfinding maps, even though it is off-road.
- A significant portion of the Erie Canalway Trail/Empire State Trail is currently on-road, increasing the potential conflict with vehicles especially at the two locations where the route crosses Erie Blvd
- There is a lack of bike parking, especially in the downtown business corridor
- It is not clear that the Navigation Center is open to trail users. No signage directing trail users to it or identifying what it is.
- There is no signage at the Rome Sports Hall of Fame to let trail users know they are welcome to come in.
- There are no thru-trail user camping amenities
- Some overnight lodging accommodations have been reported to be less than desirable
- Construction on trail, while positive in the long term as Rome improves the trail user experience, presented challenges.
- Rome does not have a comprehensive on- and off-road active transportation network around the city.

Recommendations

Short Term Recommendations

Strategies that can be implemented with minimal lead time before or during the next tourism season.

1. Replace and augment existing Erie Canalway Trail/Empire State Trail wayfinding signage to provide clear routing through the city.

- ◆ Coordinate with NYS Canal Corporation's Trail Manager, NYS OPRHP's Statewide Trails Program Planner, and the NYS DOT Region 2 Bike/Pedestrian Coordinator to identify a path forward to replace faded Erie Canalway Trail signs and add additional Empire State Trail signs and arrows where necessary.
- ◆ Until this signage is updated, use temporary wayfinding guidance such as sandwich boards, lawn signs, or temporary paint at critical junctions that have historically caused confusion for trail users.
- ◆ Consider creating a Trail Ambassador program to welcome visitors to the area and help direct them. This program would be organized and led by the Volunteer Trail Town Advocacy Committee.

2. Seek to expand low-cost or free overnight options for visiting trail users.

- ◆ Continue to coordinate with the **Rome Erie Canal Marina** to permit single-night biker/hiker camping and promote the availability of this option through the Marina's website, local platforms and statewide methods. Submit the site to PTNY to be included on their online maps using **this form**.
- ◆ Explore additional opportunities for camping on both public and private land. Consider reaching out to towns like Newark and Brockport to learn about their experience allowing camping on municipal property. If land to be considered is owned by Canal Corporation, include them in conversations to see if a permit is needed.
- ◆ Encourage local members of the community to join **Warmshowers**, a reciprocal hospitality website and app for touring cyclists by promoting it on the City's social media and website and partner platforms.

Faded and damaged signage where the trail turns onto Mill Street. Photo credit David Hinman.



3. Continue to educate Rome's visitor-oriented business about the benefits of bike-friendliness and encourage them to implement bike-friendly infrastructure and policies.

- ◆ Use the Rome Area Chamber of Commerce's platform and individual site visits, potentially by designated ambassadors, to communicate the benefits of **Bike Friendly NY certification** (attracting more trail users, listing on PTNY's Rome Trail Town landing page and map, visual identification through window decal) and help businesses apply.
- ◆ Encourage businesses to signal that they value trail users by "putting a bike on it." This can look like anything from bicycle-related storefront displays, a beer, ice cream, or sandwich named

to commemorate the trail, bike or trail-themed souvenirs, or other little details. These visual cues will help trail users know that they are welcome.

4. Expand the bike parking network downtown.

- ◆ Pursue creative sources of funding for additional bike parking in the city including investigating potential partners and sponsors in health-related industries such as hospitals or insurance providers (ex. Excellus Health and Wellness Awards).
- ◆ Look for ways to find discounts on bike racks for business owners.
- ◆ Seek artists or welders who might be willing to craft the racks themselves.
- ◆ Incorporate the annual purchase of at least one multi-space bike rack into the City budget.

5. Enhance and promote Rome's visitor information centers.

- ◆ Continue to advertise Fort Stanwix's Visitor Center as the primary Welcome and Information Center for cyclists and hikers
 - ◆ Make sure Fort Stanwix staff is educated about what cyclists need to know, including keeping them up to date on trail closures/detours, where to stay, other things to do in the area.
 - ◆ Continue to advertise the bike pump and repair station, and have patch kits on hand.
- ◆ Advertise the Navigation Center as a location for public bathrooms and showers. Include wayfinding signage around the Navigation Center to increase awareness and use.
- ◆ Continue to work with the Rome Sports Hall of Fame and Museum to welcome trail users on the west side of the city by formalizing trail user use of the parking lot, promoting availability of restrooms, and creating signage that encourages trail users to visit the museum.

6. Create dedicated content for visiting trail users for use in online and print materials.

- ◆ Expand the "Trails" page on Rome's website to feature additional information for local or visiting trail users, including information about and links to Rome's Trail Town landing page, www.CycletheErieCanal.com, the **Empire State Trail website**, the **North Country Trail**, and the Mohawk River Trail, and the Griffis Sculpture Trail. This page may also include information for where to stay in Rome (featuring Bike Friendly NY certified accommodations, camping, air bnb, warm showers etc.), transportation (if there are any long-term parking options for trail users who want to use Rome as a home base for exploring, long-distance transportation options like Amtrak), and sources of visitor information. Some of this content can be pulled directly from the Trail Town landing page.
- ◆ Develop a printed "trail guide" to Rome, with information about Rome's three main trails– the Erie Canalway Trail/Empire State Trail, Mohawk River Trail, and North Country Trail and visitor information. Determine physical locations where these printed trail guides should be placed and who is responsible for checking on them/ printing/restocking them.
- ◆ Consider how Erie Canalway boaters fit into the promotion of these resources and amenities, and if they have any specific needs that should be considered.

6. Promote community involvement and investment in the ECT/EST.

- ◆ Adopt all of the available stretches of the Erie Canalway Trail/Empire State Trail through Rome. These stretches include Erie Canal Village to S. Charles Street, Rome, South James Street to Canal Street, Rome, and Edge of NYS Routes 49/365 right of way to Erie Boulevard/Route 69, Oriskany. These sections can be adopted together or in segments. Refer to **PTNY's Adopt-a-Trail website** for program guidelines.
- ◆ Encourage residents to engage with the trail by taking and posting pictures and interacting with visiting trail users.

Long Term Recommendations

Strategies that require increased investment may just require a longer time to be accomplished (2-5 years)

1. Implement pedestrian-scale wayfinding signage along the ECT/EST and along the MRT to better connect trail users with Rome’s amenities and businesses in the downtown main street areas.

The NYS Canal Corporation is developing a set of design guidelines. Any signage to be installed on Canal Corporation-owned land should be coordinated with Canal Corporation and be in accordance with these design guidelines, expected to be released in 2024.

- ◆ Continue to implement the pedestrian aspects of the **Erie Boulevard BOA Downtown and Waterfront Wayfinding Strategy and Design Plan (2018)** to connect trail users at Bellamy Harbor Park with amenities and Rome’s downtown main street areas.
 - ◆ Review the existing plan and recommendations, and consider additional wayfinding destinations, like the Navigation Center, that may not have been included in the Wayfinding Plan.
- ◆ Encourage discussions with Fort Stanwix to install signage on the Fort grounds that would better connect the Erie Canalway Trail/Empire State Trail with the Mohawk River Trail.

2. Design and install educational wayside exhibits/interpretive signage on the ECT/EST throughout Rome.

- ◆ Work with local relevant stakeholder groups to determine content, quantity, and location of educational signage to interpret the many layers of Rome’s history. See page 2-16 of the Empire State Trail Design Guide for design and placement recommendations.

3. Continue to develop gateways on the ECT/EST at the west and east entrances to the city to invite trail users to visit.

Gateway elements can include public art, landscaping, community wayfinding signage, kiosks with bulletin boards, and improved amenities and infrastructure to make it clear that trail visitors are welcome.

Approaching from the west:

Erie Canal Village and/or South Charles Street

- ◆ Create trailhead parking lots at Erie Canal Village and S Charles St. Designate one of these trailheads as the western “gateway” to the city, with additional gateway elements to welcome trail users.

Approaching from the east

Bellamy Harbor Park

- ◆ Let trail users know they have arrived in Rome when they reach Bellamy Harbor Park. Seek to include the Navigation Center as part of this gateway and create signage or other elements that make it clear that it is available for trail users.

Martin Street

- ◆ Take advantage of the directly trail-adjacent Amtrak station with signage and other gateway elements.
- ◆ Promote local businesses at the gateways on city-owned property.
- ◆ Consider creating a system that allows businesses to pay to advertise at the trailheads via brochures, kiosks, or another way, and designate an agency/group to manage the system. A bulletin board or kiosk may be a good option.

4. Establish an off-road route for the Erie Canalway Trail/Empire State Trail utilizing Muck Rd. and the abandoned rail corridor.

- ◆ Pursue funding to develop an off-road greenway trail from S. Charles St to Muck Road.
- ◆ If this is pursued and achieved, begin thinking about ways to continue to encourage trail users to get off the trail and visit Rome's downtown business districts.

5. Standardize the trail user experience on the Mohawk River Trail between Bellamy Harbor Park and Brook Street to meet current greenway trail design guidelines and match the rest of the Mohawk River Trail experience.

- ◆ Replace the narrow sidewalk from Jasper St to Brook St with AASHTO compliant trail consistent with the Empire State Trail Design Guidelines.
- ◆ Ensure that encroaching vegetation along the trail is trimmed and prevented from blocking the trail.
- ◆ Encourage discussions between the City and Fort Stanwix to improve and enlarge the walkway along the Fort
- ◆ Promote the Mohawk River Trail as an alternative route for accessing the businesses and amenities in Rome's downtown and main streets areas from the ECT/EST in Bellamy Harbor Park through wayfinding signage and other promotional methods.

6. Pursue an Active Transportation plan for Rome.

- ◆ Develop a plan to connect Rome's many trail corridors to its neighborhoods and business districts with on- and off-road bicycle infrastructure.



The Mohawk River Trail does not provide a standardized "multi-use trail" experience and is subject to overgrown vegetation.

Implementation

It doesn't do any good for a plan to just sit on a shelf, so Rome has identified a series of next steps to keep the Empire State Trail Town momentum moving forward.

» **Rome commits to Empire State Trail Town action agenda**

The City will pass a resolution to formally recognize the Action Agenda. The City will also have a staff liaison on the advocacy group to help advance items on the Action Agenda.

» **The Trail Town Steering Committee identifies a sustainable path forward**

Once Rome becomes a certified Trail Town, the Trail Town Committee will shift to a volunteer advocacy group that is recognized by the City (via a resolution) and run by volunteers. Members of the existing Trail Town Committee will be invited to transfer to the new advocacy group and other community members/cyclists/bike friendly business owners will be invited to join. The advocacy group will meet frequently at first while it establishes itself and the structure, and will then determine a regular interval at which to meet. There will be one or two advocacy group chairs who will organize the meetings who will also be the primary contacts with PTNY.

The advocacy group will likely include the following representatives:

- Dave Hinman- Co-chair (resident)
- Bobbie O'Brien- Co-chair (Rome Rotary)
- Danielle Salisbury (City of Rome)
- Amanda (Kaier) Whalen (MVEDD)
- Aaron Wade (Engaged Resident and Software Guru)
- Sarah Foster Calero (Oneida County Tourism)
- Shondel Beverly (Oneida County Tourism)
- Jen Martin (C&D Advertising)
- Assemblymember Marianne Buttenschon (NYS Assembly District 119)
- Kevin Wyrick (Fort Stanwix National Park)
- Lisa Matt (Jervis Public Library)
- Ian Greasley (Engaged Resident/ Strong Towns)
- Adam Prescott Chrisman (local business owner)
- Jon Matwegic-Walda (local business owner)

Once formed, the advocacy group will begin to decide how to implement the recommendations. Some of the short-term recommendations are already in progress. Wayfinding signage and bike parking seem to be the most commonly discussed themes and are viewed as a higher priority among the short-term goals and would likely be the first to be implemented. Likely, the advocacy group will need sub-committees who will be in charge of moving specific recommendations forward, both long-term and short-term. Additionally, the advocacy group will reach out to other towns along the canal (Trail Towns and others) for ideas and advice.

» **Funding is secured to advance Trail Town projects**

Potential funding sources could include:

- **Community Foundation of Herkimer and Oneida Counties**
- **Federal Land Access Program (FLAP)**
- **NYS Canal System Tourism Infrastructure and Events Grants**
- **2023 TAP/CMAQ/CRP**
- **New York State Consolidated Funding Application**
- **Department of State**
- **Bloomberg Philanthropies**
- **Rails-to-Trails Conservancy**
- **Project for Public Spaces Community Placemaking Grants**
- **League of American Bicyclists Community Spark Grants**
- **People for Bikes**
- Local funds

» **The City and Advocacy Group communicate Empire State Trail Town successes and progress**

The City's social media (and encourage partners to share as well), City's website, and a press release will be utilized to communicate Rome's certification and progress on the Action Agenda to the public.

» **Rome maintains Empire State Trail Town designation**

Rome continues to meet Trail Town criteria as set forth in the Empire State Trail Town handbook.

Prior to each tourism season (April of each year), the Trail Town steering committee verifies with PTNY that the information on the Trail Town landing page is accurate.

Each year, PTNY will host a virtual meeting for all Trail Towns to provide updates about the Empire State Trail and Trail Town initiative and allow Trail Towns to share progress on their action agendas. Rome submits a brief written update prior to the meeting and sends at least one representative.



Parks & Trails New York

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About Parks & Trails New York

Parks & Trails New York (PTNY) is New York's leading statewide advocate for parks and trails, dedicated since 1985 to improving our health, economy, and quality of life through the use and enjoyment of green space. PTNY works to expand, protect, and promote a network of parks, trails, and open spaces throughout our state for use and enjoyment by all. For more information, visit www.ptny.org.



About the New York State Canal Corporation

The New York State Canal Corporation runs the New York State Canal System, which includes the Erie, Champlain, Oswego and Cayuga-Seneca canals. Spanning 524 miles, the waterway links the Hudson River with the Great Lakes, the Finger Lakes and Lake Champlain. In 2017, the Canal Corporation celebrated the 200th anniversary of the groundbreaking for the Erie Canal, which occurred in the city of Rome on July 4, 1817. The Canal System includes the Canalway Trails, a network of approximately 420 miles of multiple-use trails across upstate New York. The Canalway Trails follows the towpaths of both active and historic sections of the New York State Canal System as well as adjacent abandoned rail corridors. Together, the canals and trails create a world-class recreationway that is a vibrant, scenic, and unique New York resource. To learn more about the New York State Canal and Canalway Trail System or to obtain a free map, please call 1-800-4CANAL4 or visit the Canal Corporation's website at www.canals.ny.gov.

RESOLUTION NO. 155

**ACCEPTING DONATION PRESENTED TO THE
CITY OF ROME (\$2,934.00) FOR TREE REMOVAL AND REPLACEMENT.**

By Councilor _____ :

WHEREAS, the Rome Community Foundation has contacted the City of Rome with the offer to donate \$2,934.00 for assisting with costs of tree removal and replacement stemming from the July 16th tornado; and

WHEREAS, pursuant to Section 25 of the Rome City Charter, the City of Rome Common Council may authorize the acceptance of donations made to the City of Rome on behalf of the City of Rome; now, therefore,

BE IT RESOLVED, by the Common Council of the City of Rome, New York, that the donation of \$2,934.00 for assisting with costs of tree removal and replacement stemming from the July 16th tornado, shall be gratefully accepted by the City of Rome; and

BE IT FURTHER RESOLVED, that the Common Council hereby expresses its appreciation to the Rome Community Foundation for its donation.

Seconded by Councilor _____.

AYES & NAYS: Sparace __ Mortise __ Fazio __ Smith __ Anderson __ Dursi __ Sbaraglia __

ADOPTED ____

DEFEATED ____

RESOLUTION NO. 156

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN
INTERMUNICIPAL AGREEMENT WITH THE COUNTY OF ONEIDA
RELATIVE TO SNOW AND ICE REMOVAL FROM COUNTY HIGHWAYS
FOR 2024-2025 AND 2025-2026 SNOW SEASONS.**

By Councilor _____:

WHEREAS, Joseph Guiliano, Commissioner of Public Works for the City of Rome, has recommended that the City of Rome enter into an intermunicipal agreement with the County of Oneida whereby the City of Rome will perform snow and ice control on the improved County road system located within the geographical boundaries of the City consisting of 15.01 miles for the 2024-2025 snow season, said agreement to commence on November 1, 2024 and expire on April 30, 2025, with an automatic renewal for one additional term that shall begin on November 1, 2025 and expire on April 30, 2026; now, therefore

BE IT RESOLVED, by the Common Council of the City of Rome, New York, that the Mayor of the City of Rome be and is hereby authorized to enter into an intermunicipal agreement with the County of Oneida relative to snow and ice control on the improved County road system located within the geographical boundaries of the City consisting of 15.01 miles for the 2024-2025 snow season, said agreement to commence on November 1, 2024 and expire on April 30, 2025 with automatic renewal for 2025-2026; and

BE IT FURTHER RESOLVED, that the City of Rome shall be reimbursed for providing such snow and ice removal on the 15.01 miles of County roads in the amount of Six Thousand Eight Hundred and 00/100 Dollars (\$6,800.00) per mile, for a total of One Hundred Two Thousand, Sixty-Eight and 00/100 Dollars (\$102,068.00), for the 2024-2025 snow removal season, and Six Thousand Nine Hundred and 00/100 (\$6,900.00) per mile, for a total of One Hundred Three Thousand Five Hundred Sixty-Nine and 00/100 Dollars (\$103,569.00), for the 2025-2026 snow removal season, payments shall be made pursuant to the attached "Intermunicipal Agreement for the Control of Snow and Ice on Country Roads.

Seconded by Councilor _____.

AYES & NAYS: Sparace __ Mortise __ Fazio __ Smith __ Anderson __ Dursi __ Sbaraglia __

ADOPTED ____

DEFEATED ____



ONEIDA COUNTY
DEPARTMENT OF PUBLIC WORKS
George E. Carle Complex
5999 Judd Road, Oriskany, NY 13424
Phone: (315) 793-6200 Fax: (315) 768-6299

ANTHONY J. PICENTE, JR.
County Executive

MATTHEW S. BAISLEY
Commissioner

May 2, 2024

RE: 2024-2025 Mowing Contract

Dear Town Officials,

Attached is the 2024-2025 mowing contract. In the new contract, we've included an automatic renewal for the 2025 season. This automatic renewal allows for more efficient workflow for both the county and the town. It eliminates the need for new contracts each year. We have added an option to cancel the contract for the 2025 season via written notice, 30 days prior to the start of the 2025 season.

The rate for the 2024 season is \$435.00/mile and the 2025 season is \$445.00/mile not to exceed the maximum amount included in the contract.

If you have any questions, please contact our office.

Thank you.

Matthew S. Baisley
Commissioner

Enc.

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

This Intermunicipal Agreement for the Control of Snow and Ice on County Roads (“Agreement”) is by and between the County of Oneida (“County”), a New York municipal corporation with its principal offices at 800 Park Avenue, Utica, New York 13501, and the City of Rome (“Municipality”), a New York municipal corporation with its principal offices at 198 North Washington Street, Rome, New York 13440. The County and the Municipality are each a “Party” and together, the “Parties.”

WHEREAS, the Parties desire that the Municipality perform snow and ice control and removal on the improved County road system located within the geographical boundaries of the Municipality for an agreed-upon price and pursuant to agreed-upon terms and conditions; and

WHEREAS, pursuant to General Municipal Law Section 119-o, municipal corporations may agree for the performance among themselves or one for the other of their respective functions, powers and duties on a cooperative or contract basis; and

WHEREAS, the governing body of the Municipality has adopted a resolution authorizing the Municipality to enter into this Agreement; and

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

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the Parties agree as follows:

1. TERM

- 1.1. The term of this Agreement shall be from November 1, 2024 to April 30, 2025 (“First Term”).
- 1.2. This Agreement will automatically renew for one additional term that shall begin November 1, 2025, and end April 30, 2026 (“Second Term”).

2. SCOPE OF WORK

- 2.1. The Municipality shall perform snow and ice control and removal operations of certain roads (the “Work”).
- 2.2. The Parties hereby agree that said roads consist of 15.01 miles of improved County roads located within the geographical boundaries of the Municipality, further described in the Municipality’s “Local Roads Listing” attached hereto and made a part hereof as Exhibit A (hereinafter referred to as the “Roads”).
- 2.3. The Municipality shall furnish, at its own cost and expense, all labor, superintendence, insurance, machinery, equipment, materials, tools, and

fuel necessary to timely and fully provide the Work pursuant to the best practices within the industry.

- 2.4. The Municipality will make every reasonable effort to eliminate slippery, and/or black ice conditions on the Roads, and will make every effort to ensure that the Roads are sanded or otherwise treated to restore traction, with particular attention to steep hills, sharp curves and intersections.
- 2.5. The Municipality shall maintain the travel lanes and shoulders of the Roads reasonably clear from snow and ice as weather conditions will allow.
- 2.6. The Municipality shall prevent the formation of snowbanks next to the Roads, as practicable; and shall remove snowbanks that are hazardous to the safety of the traveling public including, but not limited to, snowbanks that hinder the sight distance at intersections.

3. PERFORMANCE OF WORK

- 3.1. The Municipality shall secure and maintain safe Work sites and conditions in accordance with all applicable state and federal laws.
- 3.2. The Municipality shall secure all permits required to perform its duties under this Agreement and shall comply with all applicable federal, state, county and municipal laws, rules, ordinances and regulations.
- 3.3. The Municipality shall be responsible for providing its employees and/or subcontractors all necessary safety equipment. It shall take all appropriate precautions for the safety of employees or subcontractors on the Work site and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes.
- 3.4. The Municipality represents that its employees and/or subcontractors are licensed (as applicable) and have the specialized skill, experience, and ability to perform the Work.
- 3.5. The Municipality shall be solely responsible for the performance of the Work by its employees and/or subcontractors, in compliance with this Agreement.

4. PAYMENT

- 4.1. For providing the Work for the First Term the County shall pay the Municipality Six Thousand Eight Hundred Dollars and Zero Cents (\$6,800.00) per mile of Road, for a total of 15.01 miles, totaling One Hundred Two Thousand Sixty Eight Dollars and No Cents (\$102,068.00).
- 4.2. For providing the Work for the Second Term the County shall pay the Municipality Six Thousand Nine Hundred Dollars and Zero Cents

~~(\$6,900.00)~~ per mile of Road, for a total of 15.01 miles, totaling One Hundred Three Thousand Five Hundred Sixty Nine Dollars and No Cents (\$103,569.00).

- 4.3. The County shall make two equal payments to the Municipality for each of the First Term and Second Term. The first payment of each term shall be made on or about February 15 of such term in the sum representing fifty percent (50%) of the total payment for the relevant Term. The second payment of each term shall be made no later than May 1 following such term in the sum representing fifty percent (50%) of the total payment for the relevant Term.
- 4.4. The County shall have no liabilities to the Municipality other than the amount specified above.
- 4.5. The County shall not be liable for late fees or interest on late payments.
- 4.6. The County reserves the right to offset payment under this Agreement due to the Municipality's failure to perform its obligations under this Agreement, or for damages to the County.
- 4.7. It is understood and agreed that the County shall not be responsible for any costs incurred by the Municipality prior to the effective date of each of the First Term and Second Term, incurred between the First Term and Second Term, or incurred following the termination of this Agreement.

5. NON-ASSIGNMENT

- 5.1. Except as provided in Section 6.1, each Party agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or of its right, title or interest therein, or its power to execute this Agreement, to any other person, corporation or entity without the previous consent, in writing, of the other Party.

6. SUBCONTRACTS

- 6.1. The Municipality may, at the Municipality's own expense, employ or engage the services of such employees and/or subcontractors as it deems necessary to perform the Work.
- 6.2. A subcontractor is a person who has an agreement with the Municipality to perform any of the Work described herein.
- 6.3. The Municipality agrees to furnish to the County, prior to the execution of this Agreement, a list of names of subcontractor(s) to whom the Municipality proposes to award any portion of the Work. The County shall be provided a copy of any and all agreement(s) between the Municipality

and any subcontractor(s) regarding the award of any portion of the Work within ten (10) days of their final execution.

- 6.4. Agreements between the Municipality and the subcontractor shall be in accordance with the terms of this Agreement and shall include the conditions of this Agreement, including all Exhibits.

7. INDEMNIFICATION

- 7.1. The obligations of the Municipality under this section shall survive any expiration or termination of this Agreement and shall not be limited by any enumeration herein of required insurance coverage.
- 7.2. To the fullest extent permitted by law, the Municipality agrees that it shall defend, indemnify and hold harmless the County and its officers, directors, agents, employees, servants and other representatives, from and against all liability, damages, expenses, costs, causes of actions, suits, losses, claims or judgments arising from property damage, personal injuries or death to persons arising from or out of the Work of the Municipality and its agents, servants, employees or subcontractors, and from any loss or damage arising from the acts or failure to act or any default or negligence by the Municipality or failure on the part of the Municipality to comply with any of the covenants, terms or conditions of this Agreement or any law. The Municipality shall not be required to defend and indemnify the County against claims alleging negligent acts of commission or omission attributable solely to the County, including claims alleging negligent design or signing of the Roads. The Municipality further shall save the County harmless from all claims for labor or materials used in the Municipality's performance under this Agreement.

8. INSURANCE REQUIREMENTS

- 8.1. The Municipality shall purchase and maintain, and shall require any subcontractor to purchase and maintain, insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.
 - 8.1.1. Commercial General Liability (CGL) coverage with limits of not less than One Million Dollars (\$1,000,000) each occurrence, and Two Million Dollars (\$2,000,000) annual aggregate. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, XCU, independent contracts, products, pollution, completed operations, personal and advertising injury. The County shall be included as an additional insured, on a primary and non-contributing basis before any other

insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured. Municipality shall maintain said CGL coverage for itself and the additional insured for the duration of the Contract Period and maintain completed operations coverage for itself and the additional insured for at least three (3) years after completion.

- 8.1.2. Workers' Compensation and Employer's Liability, pursuant to statutory limits.
- 8.1.3. Business Automobile Liability with limits of at least One Million Dollars (\$1,000,000) each accident. Coverage must include liability arising out of all owned, leased, hired and non-owned automobiles. The County shall be included as an additional insured on a primary and non-contributing basis.
- 8.1.4. Commercial Umbrella coverage with limits of at least Five Million Dollars (\$5,000,000) each occurrence. The County shall be included as an additional insured. Umbrella coverage for such additional insured shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured.
- 8.2. The Municipality waives all rights against the County and its agents, officers, and employees for recovery of damages to the extent these damages are covered by insurance maintained per requirements stated above.
- 8.3. The County shall not execute this Agreement until certificates evidencing the insurance required by this Section have been provided. The certificates shall be on forms approved by the County, and shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to the County. Acceptance of the certificates shall not relieve the Municipality of any of the insurance requirements, nor decrease the liability of the Municipality. The County reserves the right to require the Municipality to provide insurance policies for review by the County. The Municipality grants the County a limited power of attorney to communicate with the Municipality's insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

9. INDEPENDENT CONTRACTOR STATUS

- 9.1. For the purposes of this paragraph only, the term "Contractor" shall be broadly construed to include the Municipality and its subcontractor(s), and all of their collective employees, agents, officers, servants and any of their other personnel. The relationship of the Contractor to the County shall be

that of an independent contractor. The Contractor shall not be deemed an employee of the County and therefore shall not make any claim, demand or application for any employee benefit including, but not limited to, unemployment insurance, workers' compensation, retirement, paid absence, or health insurance. The Contractor covenants and agrees that it will conduct itself in accordance with its status as an independent contractor, and shall not hold itself out as, nor claim to be, officers or employees of the County. The Contractor has no authority to enter into contracts that bind the County or create obligations on the part of the County. Both the County and the Contractor shall have the right to participate in any conference, discussion or negotiation with any governmental agency regarding the Contractor's status as an independent contractor.

- 9.2. The County shall not make any withholding from payments for taxes or any other obligations. The Municipality shall be solely responsible for all applicable taxes, payroll deductions, workers' compensation insurance, and provision of health insurance where required. The Municipality shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.

10. TERMINATION

- 10.1. The County shall give written notice to the Municipality of any breach of the terms and conditions of this Agreement. The Municipality shall have seventy-two (72) hours to cure any breach and provide documentation to the County as to the cure. In the event that the Municipality has failed to cure the breach after seventy-two (72) hours, the County may immediately order a stop of Work or terminate this Agreement and no liability shall be incurred by or arise against the County, its officers, agents and employees therefore for lost payments, Municipality expenses, or any other damages.
- 10.2. Either Party may terminate this Agreement, with or without cause, by giving thirty (30) days' written notice of termination to the other Party. This provision should not be understood as waiving the County's right to terminate the Agreement for cause or immediately stop Work for unsatisfactory Work, but is supplementary to that provision.
- 10.3. The obligations of the Parties hereunder are conditioned upon the continued availability of County funds for the purposes set forth in this Agreement. Should funds become unavailable or should appropriate County officials fail to approve sufficient funds for completion of the Work set forth in this Agreement, the County shall have the option to immediately terminate this Agreement upon providing written notice to the Municipality by certified mail to the address of the Municipality first set forth above. In such an event, the County shall be under no further obligation to the Municipality other

than payment for costs actually incurred prior to termination and in no event will the County be responsible for any actual or consequential damages as a result of termination.

11. CHOICE OF LAW AND FORUM

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

11.2. Any litigation relating to or arising out of this Agreement shall be heard in a New York State court of competent jurisdiction sitting in Oneida County, New York or, if appropriate, in the United States District Court for the Northern District of New York.

12. SUCCESSORS AND ASSIGNS

12.1. This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective successors and assigns.

13. SEVERABILITY

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

14. ENTIRE AGREEMENT

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

15. INCORPORATION BY REFERENCE

15.1. The Local Roads Listing, which is incorporated herein and attached as Exhibit A.

15.2. The Municipality shall abide by the Addendum - Standard Oneida County Conditions, which is incorporated herein and attached as Exhibit B.

15.3. All exhibits are deemed incorporated in this Agreement, whether or not actually attached hereto.

16. NON-WAIVER

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

17. INTERPRETATION

17.1. A provision of this Agreement which requires a Party to perform an act shall be construed so as to require the Party to cause the act to be performed. A provision of this Agreement which prohibits a Party from performing an act shall, if required, be construed as to prohibit the Party from permitting others within its control to perform the act.

17.2. Each Party shall be deemed to be required to perform each of its obligations under this Agreement at its own expense, except to the extent, if any, that this Agreement specifies otherwise.

17.3. The terms "hereby," "hereof," "hereto," "herein," "hereunder," and any similar terms, as used in this Agreement, refer to this Agreement.

18. SECTIONAL HEADINGS

18.1. The sectional headings as to the contents of particular sections herein are inserted only for convenience, and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which they refer.

19. AUTHORITY TO ACT/SIGN

19.1. The Municipality's signatory hereby represents, warrants, personally guarantees and certifies that: he or she has the power and authority to execute and deliver this Agreement and to carry out the obligations hereunder; and the execution and delivery by the Municipality's signatory of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the governing body of the Municipality. No other action on the part of any other person or entity, whether by law or otherwise, are necessary to authorize the execution of this Agreement, or to consummate the transactions contemplated herein.

20. ADVICE OF COUNSEL

20.1. Each Party acknowledges that, in executing this Agreement, such Party has had the opportunity to seek the advice of independent legal counsel and has read and understood all of the terms and provisions of this Agreement.

21. COUNTERPARTS

21.1. This Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, each of the Parties hereto has affixed their hands.

COUNTY OF ONEIDA

City of Rome

Anthony J. Picente, Jr.
County Executive

Jeffrey Lanigan
Mayor

Date: _____

Date: _____

City of Rome

Butch Conover
Commissioner of Public Works

Date: _____

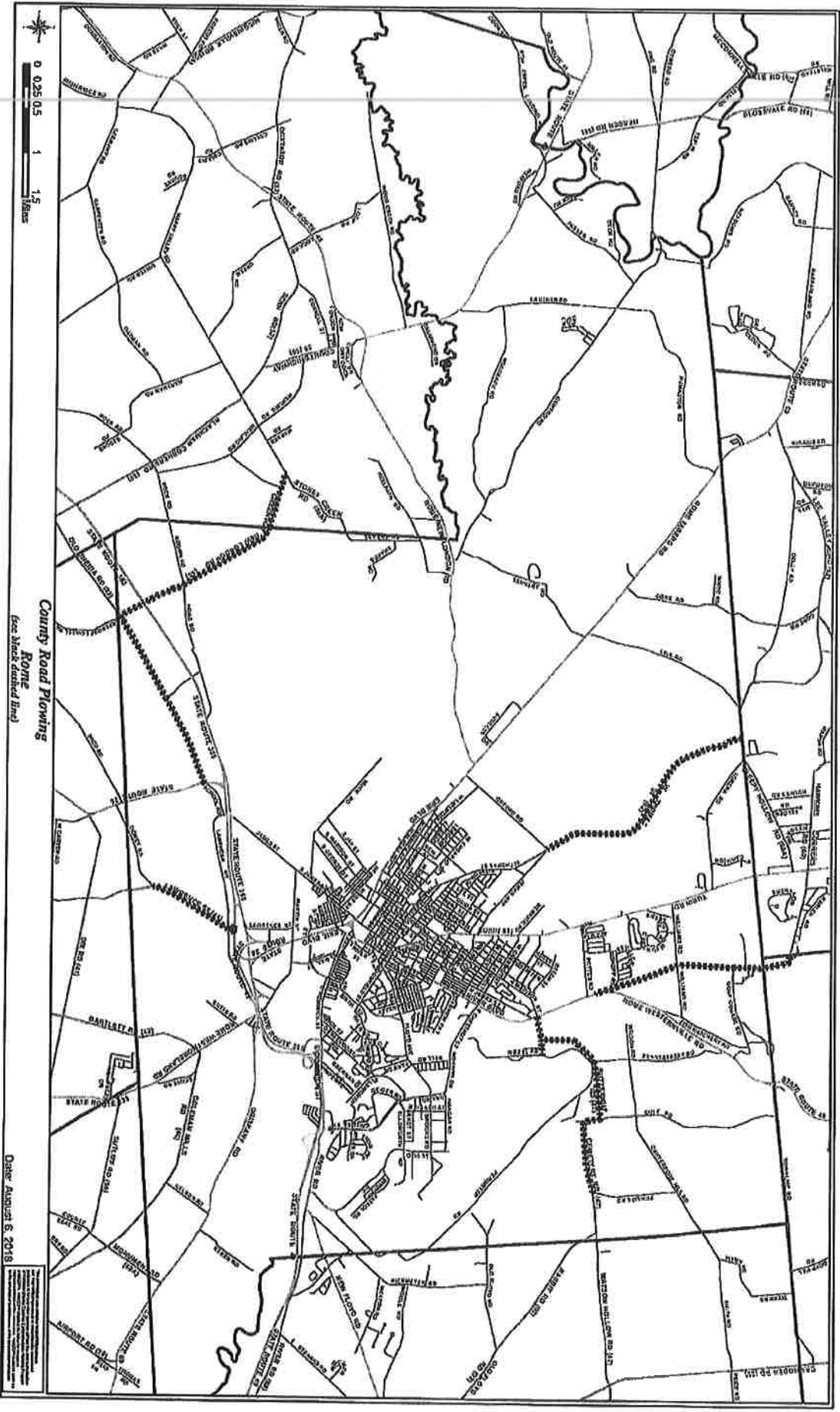
APPROVED

Andrew Dean, Esq.
Deputy County Attorney - Administration

Exhibit A
(Local Roads Listing)

**Snow & Ice Control Agreement
Exhibit A**

ROME				
CR	ROAD NAME	FROM	TO	MILES
44	Lawrence Street	State Route 365	Dewey Road	~0.99
47	Wright Settlement	State Route 46	Penny Street	~0.38
47	Penny Street	Wright Settlement Road	Butternut Road	~0.70
47	Butternut Road	Penny Street	Golf Road	~0.64
47	Cemetery Road	Butternut Road	Phillips Road	~1.51
50	Greenway New London Road	Old Oneida Road	Verona Mills Road	~2.03
60	Elmer Hill Road	State Route 46	Turnaround	~1.95
62	West Thomas Street	Gifford Road	Sleepy Hollow Road	~3.06
83	Old Oneida Road	State Route 26	Greenway New London Road	~2.21
40	Coleman Mills Road	State Route 233	Nelson Highway	~1.54
TOTAL:				~15.01



Date: August 6, 2018

0 0.25 0.5 1 1.5 Miles

County Road Flowing
Rome
(see sheet covered line)

Exhibit B

(Standard Oneida County Conditions)

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into on this _____ day of _____, 20____, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

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

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative

agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

- i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
 - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
- i. The Contractor certifies that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

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

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

- 2) The Contractor's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance program; and
 - 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;
- D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:
- 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:
- Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

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

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

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

- i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the

Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building
Campus, Albany, NY 12240. Notice shall include the
identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 - i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

- i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
- ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
- ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
- iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
- v. Make available protected health information in accordance with 45 CFR §164.524;
- vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County

available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

- ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 - iii. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as

determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records

shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

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

16. GRATUITIES AND KICKBACKS.

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

request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

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

17. AUDIT

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services

(hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

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

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

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

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

- a. For the purposes of this provision, the "use of tobacco" shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

delivers vapor which is inhaled by an individual user as he or she simulates smoking.

- c. For the purposes of this provision, "on Oneida County property" shall be defined as:
 - i. Upon all real property owned or leased by the County of Oneida; and
 - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEWYORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. 217

INTRODUCED BY: ALL LEGISLATORS

2ND BY: Mr. Joseph

RE: APPROVAL OF A MASTER TEMPLATE AGREEMENT BETWEEN ONEIDA COUNTY AND VARIOUS MUNICIPALITIES FOR SNOWPLOWING

WHEREAS, This Board is in receipt of correspondence from the Commissioner of Public Works, Matthew S. Baisley, requesting approval of the Intermunicipal Agreement for the Control of Snow and Ice on County Roads between Oneida County, through its Department of Public Works, and various municipalities in Oneida County, and

WHEREAS, In accordance with Oneida County Charter Section 2202, said Agreements must be approved by the Oneida County Board of Legislators, now, therefore, be it hereby

RESOLVED, That the Oneida County Board of Legislators hereby approves the form and terms of the Intermunicipal Agreement for the Control of Snow and Ice on County Roads submitted by the Department of Public Works, and be it further

RESOLVED, That the Oneida County Board of Legislators hereby authorizes Oneida County Executive, Anthony J. Picente, Jr., to execute said Agreements, on behalf of the County of Oneida, with the Towns of Annsville, Augusta, Ava, Bridgewater, Deerfield, Florence, Floyd, Forestport, Kirkland, Lee, Marcy, Marshall, New Hartford, Paris, Sangerfield, Steuben, Trenton, Vernon, Verona, Vienna, Western, Westmoreland and Whitestown; the Villages of Boonville, Camden and Remsen and the Cities of Rome and Sherrill at a per mile rate of \$6,800.00 for the 2024-2025 snow season commencing November 1, 2024 and ending April 30, 2025, and a per mile rate of \$6,900.00 for the 2025-2026 snow season commencing November 1, 2025 and ending April 30, 2026, including any non-material amendments, and be it further

RESOLVED, That the Oneida County Board of Legislators hereby approves of and authorizes Oneida County Executive, Anthony J. Picente, Jr., to enter into and execute on behalf of the County of Oneida, such other and further Agreements, at the above referenced rates, with such other municipalities in the County of Oneida as are willing to enter into such Agreements and are recommended by the Commissioner of Public Works, including any non-material amendments.

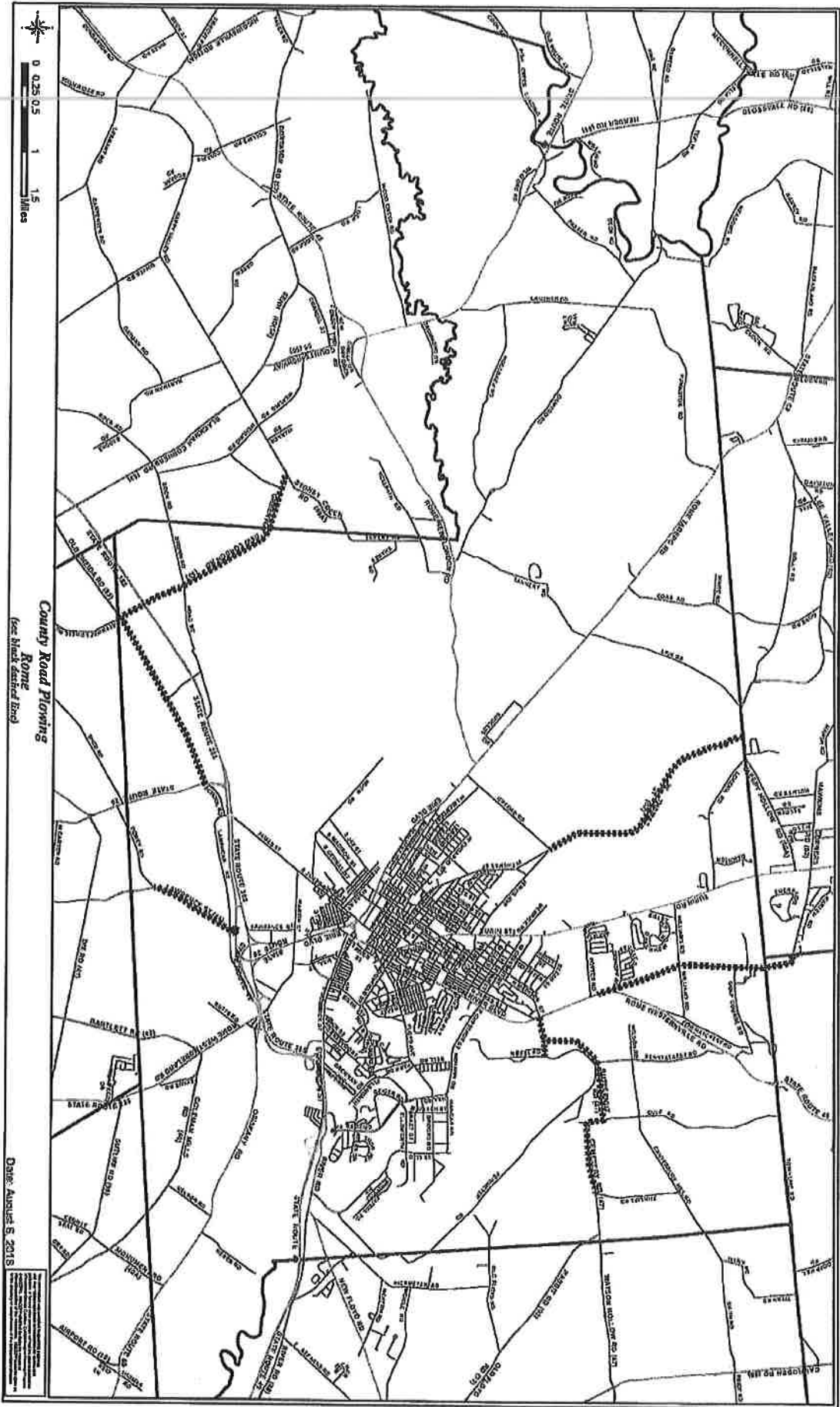
APPROVED: Public Works Committee (May 2, 2024)
 Ways & Means Committee (May 8, 2024)

DATED: May 8, 2024

Adopted by the following vote:
AYES 21 NAYS 0 ABSENT 2 (Mme. McMonagle, McNiel)

**2022-2024 Snow & Ice Control Agreement
Exhibit A**

ROME				
CR	ROAD NAME	FROM	TO	MILES
44	Lawrence Street	State Route 365	Dewey Road	~0.99
47	Wright Settlement	State Route 46	Penny Street	~0.38
47	Penny Street	Wright Settlement Road	Butternut Road	~0.70
47	Butternut Road	Penny Street	Golf Road	~0.64
47	Cemetery Road	Butternut Road	Phillips Road	~1.51
50	Greenway New London Road	Old Oneida Road	Verona Mills Road	~2.03
60	Elmer Hill Road	State Route 46	Turnaround	~1.95
62	West Thomas Street	Gifford Road	Sleepy Hollow Road	~3.06
83	Old Oneida Road	State Route 26	Greenway New London Road	~2.21
40	Coleman Mills Road	State Route 233	Nelson Highway	~1.54
TOTAL:				~15.01



County Road Planning
 Rome
 (see black dashed lines)

Date: August 5, 2018

Legend
 Solid line: Existing Road
 Dashed line: Proposed Road
 Dotted line: Other Road Type
 Thick solid line: Major Road
 Thin solid line: Local Road
 Double line: Expressway

Workers' Compensation Certificate Request Form

Type of Certificate:

- SI-105.2P- Certificate of Participation in Workers' Compensation County Self-Insured plan
- CE-200- Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefit Insurance Coverage. (The Workers' Compensation Department can only fill out this form if the plan participant requesting the form is a Department within Oneida County. Municipalities/Colleges in the Consortium must complete this form internally).

Information required for completion of above forms

Legal name and address of participant in County Self- Insurance Plan (Full Address)

Name and Address of the Entity Requesting Proof of coverage (Full Address)

Please send completed form to Oneida County Workers' Compensation Department
800 Park Ave
Utica, NY 13501
Email: dbrenon@ocgov.net
Fax: 315-798-5924

Signature

Date

*****From the date of submittal of the request form, please allow 3-5 business days for completion of certificates.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/7/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME	
[Redacted]		[Redacted]	
INSURED		PHONE (A/C, No, Ext):	FAX (A/C, No):
[Redacted]		3 [Redacted]	[Redacted]
CITY/STATE		E-MAIL	ADDRESS:
[Redacted]		[Redacted]	[Redacted]
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: [Redacted]	
		INSURER B: [Redacted]	
		INSURER C: [Redacted]	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 501154905 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		[Redacted]	[Redacted]	[Redacted]	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			[Redacted]	[Redacted]	[Redacted]	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTIONS \$ 10,000			[Redacted]	[Redacted]	[Redacted]	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Leased/Rented Equip			[Redacted]	[Redacted]	[Redacted]	Limit \$100,000 Ded \$500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Hired Physical Damage Limit \$1,000,000; Comp. Exp. \$100,000; Coll. Ded. \$1000; Policy \$100,000,000
CC 5186 (02/19) Public Entities - Void Endorsement - Blanket Additional Insured applies per written contract per enclosed form regarding activities/work in progress

CERTIFICATE HOLDER Must be this address and Only Oneida County Oneida County 800 Park Avenue Utica NY 13501	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

RESOLUTION NO. 157

APPOINTING COMMISSIONERS OF DEEDS.

By Councilor _____ :

BE IT RESOLVED, by the Common Council of the City of Rome that the attached list of individuals be and are hereby appointed Commissioners of Deeds for the City of Rome, New York, for a term to expire December 31, 2026; and

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

Seconded by Councilor _____.

AYES & NAYS: Sparace __ Mortise __ Fazio __ Smith __ Anderson __ Dursi __ Sbaraglia __

ADOPTED ____

DEFEATED ____

John M. Sparace 133 Parkway Rome, NY 13440	Riccardo D. Dursi, Jr. 1843 N. James St. Rome, NY 13440	Jason Fairbrother 301 N. James St. Rome, NY 13440
John A. Sparace 818 Belmont St. Rome, NY 13440	Georgine A. Luczynski 730 W. Liberty St. Rome, NY 13440	Thomas R. Medlin III 301 N. James St. Rome, NY 13440
Linda Sparace 818 Belmont St. Rome, NY 13440	Daniel Fenton 1734 N. George St. Rome, NY 13440	Nicholaus Schreppel 301 N. James St. Rome, NY 13440
Richard L. Beaman 119 N. George St. #705 Rome, NY 13440	Cynthia Rogers-Witt 401 E. Garden St. Rome, NY 13440	Shane Riolo 301 N. James St. Rome, NY 13440
Cordellia F. Urbanik 320 Henry St. Rome, NY 13440	Ann Cianfrocco 102 Lyndale Dr. Rome, NY 13440	Daniel Vescio 301 N. James St. Rome, NY 13440
Sharie Fiorini-Parsons 927 W. Thomas St. Rome, NY 13440	Jessica L. Hernandez 613 Croton St. Rome, NY 13440	Scott Hoag 301 N. James St. Rome, NY 13440
Gerald J. Fiorini 1800 Bedford St. Rome, NY 13440	Kevin James 301 N. James St. Rome, NY 13440	Kelly Lupinski 301 N. James St. Rome, NY 13440
Stewart J. Rood 8165 Elmer Hill Rd. Rome, NY 13440	Cheyenne Schoff 301 N. James St. Rome, NY 13440	Daniel Roberts 301 N. James St. Rome, NY 13440
Jillian Campbell 198 N. Washington St. Rome, NY 13440	James Bristol 301 N. James St. Rome, NY 13440	Fred A. Pacicca III 301 N. James St. Rome, NY 13440
Heather Pacicca 198 N. Washington St. Rome, NY 13440	Alexzandra Carletta 301 N. James St. Rome, NY 13440	Alex Sypniewski 301 N. James St. Rome, NY 13440
Kimberly Vaughn 198 N. Washington St. Rome, NY 13440	Charles Zonnevylle 301 N. James St. Rome, NY 13440	Eric A. Stevens 301 N. James St. Rome, NY 13440
Maureen Nash 1318 Craig St. Rome, NY 13440	Josef Hall 301 N. James St. Rome, NY 13440	Hollie B. Silverman 301 N. James St. Rome, NY 13440
John Nash 1318 Craig St. Rome, NY 13440	Sharon Rood 301 N. James St. Rome, NY 13440	Emily Reilly 301 N. James St. Rome, NY 13440
Kimberly Rogers 5171 Oswego Rd. Rome, NY 13440	Melissa Rowland 301 N. James St. Rome, NY 13440	James A. Pruckno 301 N. James St. Rome, NY 13440
Linda Fazio 908 Calvert St. Rome, NY 13440	Michael P. DeMatteo 301 N. James St. Rome, NY 13440	James Richardson 301 N. James St. Rome, NY 13440
David Sbaraglia 1005 Valentine Ave. Rome, NY 13440	Alexis Perry 301 N. James St. Rome, NY 13440	Brian A. Stevens 301 N. James St. Rome, NY 13440

RESOLUTION NO. 158

ACCEPTING DONATION PRESENTED TO THE CITY OF ROME (\$425.00)
FOR A SCREENING OF ILLUMINATION’S THE GRINCH
AT THE CAPITOL THEATRE.

By Councilor _____:

WHEREAS, the Rome Lions Club has contacted the City of Rome with the offer to donate \$425.00 for a screening of Illumination’s the Grinch at the Capitol Theatre; and

WHEREAS, pursuant to Section 25 of the Rome City Charter, the City of Rome Common Council may authorize the acceptance of donations made to the City of Rome on behalf of the City of Rome; now, therefore,

BE IT RESOLVED, by the Common Council of the City of Rome, New York, that the donation of \$425.00 for a screening of Illumination’s the Grinch at the Capitol Theatre, shall be gratefully accepted by the City of Rome; and

BE IT FURTHER RESOLVED, that the Common Council hereby expresses its appreciation to the Rome Lions Club for its donation.

Seconded by Councilor _____.

AYES & NAYS: Sparace __ Mortise __ Fazio __ Smith __ Anderson __ Dursi __ Sbaraglia __

ADOPTED ____

DEFEATED ____

RESOLUTION NO. 159

**ACCEPTING DONATION OF REAL PROPERTY
AT THE FORMER ST. MARY’S CHURCH ON WEST LIBERTY STREET.**

By Councilor _____:

WHEREAS, on July 16, 2024 a tornado touched down in the City of Rome, New York, causing widespread damage and leaving thousands of residents without power; and

WHEREAS, the above-mentioned tornado caused significant damage to the former Saint Mary’s Church located on the 200 block of West Liberty Street, rendering the building structurally unsound and in imminent danger of further collapse; and

WHEREAS, the current condition of Saint Mary’s Church creates a public safety hazard to the surrounding area, properties and pedestrians, and has forced the City of Rome to close a portion of West Liberty Street for nearly four months; and

WHEREAS, due to the demolition of two parking garages in downtown Rome, as well as increased residential and commercial activity in Rome’s downtown, the City is in need of additional parking areas; and

WHEREAS, the current owner of the former Saint Mary’s Church building, Kabari Wellness Rome, LLC, has approached the City and offered to donate the building and some of the surrounding property to the City; and

WHEREAS, it is in the best interest of the City of Rome and its residents to acquire said property to demolish the building and address the imminent public safety hazard, as well as to obtain property that can be used to alleviate the parking needs in downtown Rome; now, therefore

BE IT RESOLVED, by the Common Council of the City of Rome, New York, that, pursuant to Rome Charter Laws, §25, the City of Rome be and is hereby authorized to accept the donation and conveyance of the former Saint Mary’s Church and certain adjacent property on the 200 block of West Liberty Street, as depicted and described in the documents attached hereto and made part hereof, by way of donation from Kabari Wellness Rome, LLC, and that the Mayor of the City of Rome, or his designee, be authorized to execute any and all documents necessary to effectuate said conveyance.

Seconded by Councilor _____.

AYES & NAYS: Sparace ___ Mortise ___ Fazio ___ Smith ___ Anderson ___ Dursi ___ Sbaraglia ___

ADOPTED ___

DEFEATED ___

Moore Land Surveying, P.C.
1721 Black River Boulevard
Rome, NY 13440
(315) 336-9480

November 22, 2021

Proposed Description Lands of
Kabari Wellness Rome, LLC

0.15 Acre

All that tract or parcel of land situate in the City of Rome, County of Oneida and State of New York, bounded and described as follows:

Beginning at a set mag nail standing on the northerly highway boundary of West Liberty Street; said mag nail standing at the intersection of the northerly highway boundary of West Liberty Street with the westerly highway boundary of North Washington Street;

Thence N41°17'01"E 50.00 feet along the westerly highway boundary of North Washington Street to an existing 5/8" iron rebar standing on the southerly boundary of Hillcrest Real Estate Holdings, LLC (Now or Formerly);

Thence N48°42'59"W 132.00 feet along the southerly boundary of Hillcrest Real Estate Holdings, LLC to an existing 5/8" iron rebar;

Thence S41°17'01"W 50.00 to an existing mag nail standing on the northerly highway boundary of West Liberty Street;

Thence S48°42'59"E 132.00 feet along the northerly highway boundary of West Liberty Street to the point and place of beginning.

The above described premises containing 0.15 Acre of land more or less, as surveyed by Moore Land Surveying, P.C..

Subject to any easements, covenants or restrictions of record.

Moore Land Surveying, P.C.
1721 Black River Boulevard
Rome, NY 13440
(315) 336-9480

October 15, 2024

Proposed Description Lands of
Kabari Wellness Rome, LLC

0.30± Acre

All that tract or parcel of land situate in the City of Rome, County of Oneida and State of New York, bounded and described as follows:

Beginning at an existing mag nail standing on the northerly highway boundary of West Liberty Street; said mag nail standing at the intersection of the northerly highway boundary of West Liberty Street with the westerly boundary of the 0.15± Acre parcel conveyed to Kabari Wellness Rome, LLC (Now or Formerly) as described in a warranty deed - dated: July 21, 2022 and filed in the Oneida County Clerk's Office in Instrument No. 2022-012881; said mag nail being further described as standing therein distant N48°42'59"W 132.00 feet as measured along the northerly highway boundary of West Liberty Street from an existing mag nail standing at the intersection of the northerly highway boundary of West Liberty Street with the westerly highway boundary of North Washington Street;

Thence N48°42'59"W 66.00 feet along the northerly highway boundary of North Washington Street to a point;

Thence N41°17'01"E 200.00 feet to an existing mag nail standing on the southerly highway boundary of West Park Street;

Thence S48°42'59"E 66.00 feet along the southerly highway boundary of South Park Street to an existing 5/8" iron rebar standing on the westerly boundary of Hillcrest Real Estate Holdings, LLC (Now or Formerly);

Thence S41°17'01"W 200.00 feet along the westerly boundary of Hillcrest Real Estate Holdings, LLC and the westerly boundary of the aforementioned 0.15± Acre Parcel to the point and place of beginning

The above described premises containing 0.30 Acre of land more or less, as surveyed by Moore Land Surveying, P.C..

Subject to any easements, covenants or restrictions of record.

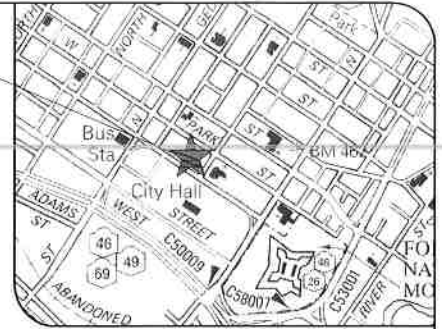


Map References

Map of Lynchville By: W.M. Weston Dated 1796 and filed in the City of Rome Engineers Office.

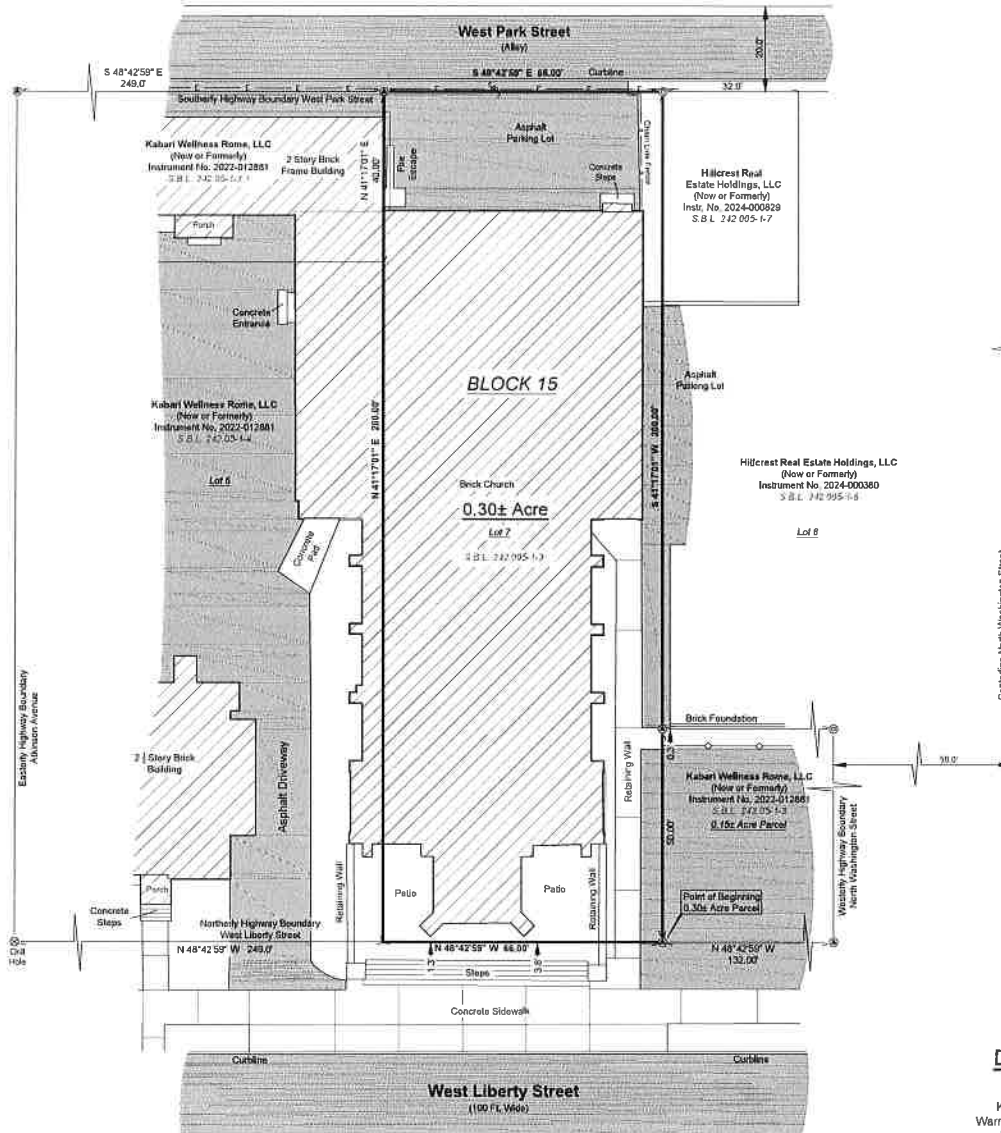
Map of survey - property at 215 North Washington Street Rome NY - Dated August 27 1947 and made by S.H. Zingerline, L.S. and filed in the Oneida County Clerk's Office in on September 29, 1947.

This Project



Location Map
(Not to Scale)

Stations Monument in Marshals at N. Washington Street and W. Court Street



Deed Reference

Kabari Wellness, Inc.
To
Kabari Wellness Rome, LLC
Warranty Deed - Dated July 21, 2022
Instrument No. 2022-012861
S.B.L. 242 005-1-3

Legend:

- ⊙ Existing 5/8" Iron Rebar
- ⊙ Existing Mag Nail
- ⊙ Existing Iron Pipe
- ⊙ Existing Utility Pole
- Overhead Utility Line

File No. 24-258



It is hereby certified that this is a correct map made from an actual field survey,

Jeffrey D. Moore
Jeffrey D. Moore, L.S. #051016

Boundary Survey Lands of
Kabari Wellness Rome, LLC
210 1/2 West Liberty Street & West Park Street

City of Rome
Oneida County - New York

Moore Land Surveying, P.C.

P.O. Box 1079 - 1721 Black River Boulevard
Rome, New York 13442
Office: 315-335-9480
Fax: 315-829-5429

Dated October 15, 2024

Revised

Scale: 1" = 20 ft.

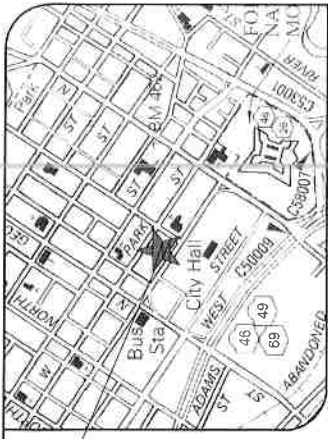
Drawn By: MK

Checked By: JM

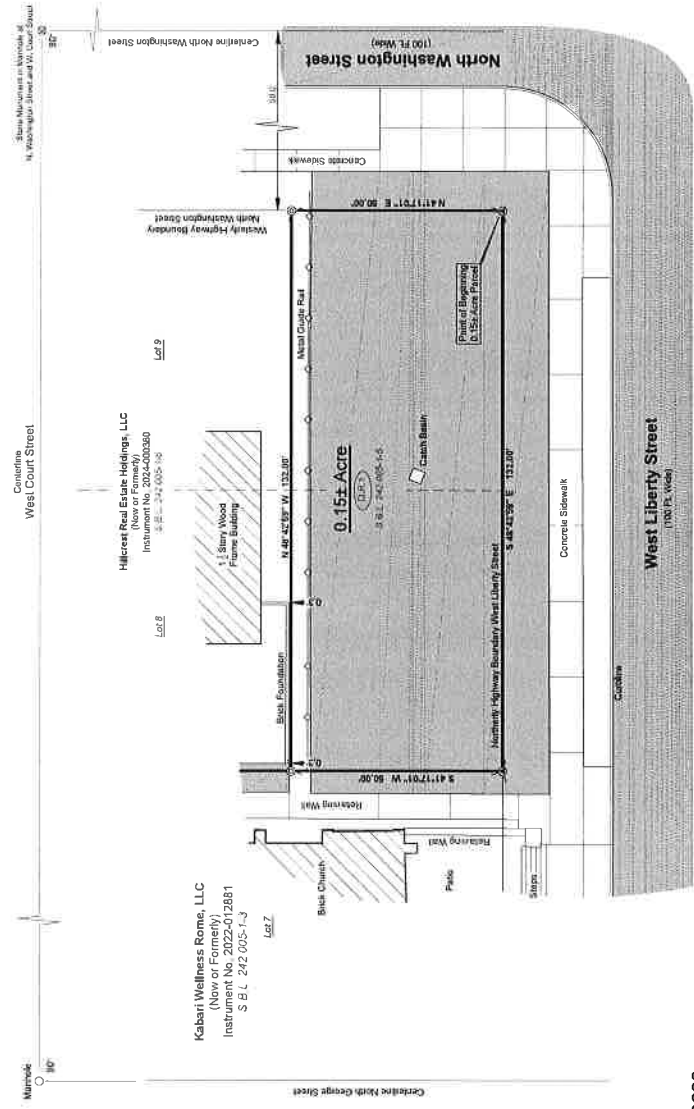
Unauthorized alteration or addition to a survey map bearing a Licensed Land Surveyor's Seal is a violation of Section 7209, subdivision 2 of the New York State Education Law.

It is a violation of the State Education Law for any person, unless acting under the direction of a licensed land surveyor, to alter an Aem in any way.

This Project



Location Map
(Not to Scale)



Map References

- Map of Lynchville B.V.M. (Western) Dated: 1786 and filed in the City of Rome Engineers Office.
- Map of survey, property at 215 North Washington Street, Rome, NY - Dated: August 27, 1947, and made by S.H. Zingerline, L.S. and filed in the Onondaga County Clerk's Office in on September 29, 1947.

Legend:

- ⊙ Existing 5/8" Iron Rebar
- ⊙ Existing Mag Nail
- ⊙ Existing Iron Pipe
- ⊙ Existing Utility Pole
- ||— Overhead Utility Line

Unauthorized alteration or addition to a survey map prepared by a Licensed Professional Surveyor in violation of Section 2202, Subdivision 2 of the New York State Education Law. It is a violation of the State Education Law for any person, unless acting under the direction of a licensed and authorized person, to alter an item in any way.



It is hereby certified that this is a correct map made from an actual field survey.

Jeffrey D. Moore
Jeffrey D. Moore, L.S. #051016

Deed Reference
Kabari Wellness, Inc.
To
Kabari Wellness Rome, LLC
Warranty Deed - Dated July 21, 2022
Instrument No. 2022-012881
S.B.L. 242-002-1-3

File No. 24-259

Boundary Survey Lands of
Kabari Wellness Rome, LLC
210 1/2 West Liberty Street & West Park Street

City of Rome
Onondaga County - New York

Moore Land Surveying, P.C.
P.O. Box 1079 - 1721 Black River Boulevard
Rome, New York 13442
Office: 315-336-9480
Fax: 315-829-5429

Checked By: JIM

Dated: October 15, 2024
Revised:
Scale: 1" = 20 Ft.
Drawn By: MK

RESOLUTION NO. 160

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ALLOCATE
AMERICAN RESCUE PLAN ACT (ARPA) STATE AND LOCAL
FISCAL RECOVERY FUNDS (SLFRF).**

By Councilor _____:

WHEREAS, the Mayor of the City of Rome has recommended that the Common Council of the City of Rome allocate American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF) for approved uses within the City of Rome; and

WHEREAS, the Common Council has been reviewing the proposal as well as other possible uses of funding within the City of Rome; and

WHEREAS, while the Common Council continues to perform its due diligence relative to the above-mentioned funding, the Common Council has determined that the recommended projects are in the best interests of the City and its residents, and that allocations should be authorized at this time; now, therefore,

BE IT RESOLVED, by the Common Council of the City of Rome, New York, that the following uses of ARPA funding are hereby authorized:

- Merrick Road infrastructure extension shortfall - \$19,673.00
- Franklyn Field handicap compliant ramp - \$18,830.00
- 311 App reverse 911 upgrade - \$19,000.00
- City Hall Griffio Green project - \$150,000.00
- City of Rome Park Improvement Project - \$500,000.00
- City of Rome Field House Project planning and design - \$312,800.00; and

BE IT FURTHER RESOLVED, City Treasurer Brian Adams be and is hereby authorized to establish accounts for the above referenced projects for the purpose of expending said funding; and

BE IT FURTHER RESOLVED, that where appropriate the City shall enter into contracts approved by the Board of Estimate and Contract regarding the allocation and use of the above-mentioned funds.

Seconded by Councilor _____.

AYES & NAYS: Sparace __ Mortise __ Fazio __ Smith__ Anderson__ Dursi __ Sbaraglia __

ADOPTED ____

DEFEATED ____

ORDINANCE NO. 9758

AUTHORIZING THE ISSUANCE OF \$130,000 BONDS OF THE CITY OF ROME, ONEIDA COUNTY, NEW YORK, TO FINANCE THE ACQUISITION OF BUILDING LOCATED AT 425 ERIE BOULEVARD WEST.

By Councilor _____:

WHEREAS, all conditions precedent to the financing of the project hereinafter described, including compliance with the provisions of the State Environmental Quality Review Act, have been performed, now, therefore,

BE IT ORDAINED, by the affirmative vote of not less than two-thirds of the total voting strength of the Common Council of the City of Rome, Oneida County, New York, as follows:

Section 1. The City of Rome, Oneida County, New York (the "City") is hereby authorized to undertake the acquisition of a building located at 425 Erie Boulevard West in the City, including land, at an estimated maximum cost of \$130,000 and to issue an aggregate \$130,000 in serial bonds pursuant to the provisions of the Local Finance Law to finance the estimated costs of the aforesaid specific object or purpose.

Section 2. It is hereby determined that the maximum estimated cost of the aforesaid object or purpose is \$130,000, said amount is hereby appropriated therefor and the plan for the financing thereof shall consist of the issuance of \$130,000 in serial bonds (the "Bonds") of the City authorized to be issued pursuant to this Ordinance; **PROVIDED, HOWEVER**, any federal or New York State grant funds received by the City for such class of objects or purposes shall be applied to pay the principal of and interest on the Bonds or any bond anticipation notes issued in anticipation of the Bonds, or to the extent obligations shall not have been issued under this Ordinance, to reduce the amount to be borrowed for such purposes.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is fifteen (15) years pursuant to paragraph 11(c) of Section 11.00(a) of the Local Finance Law.

Section 4. Pursuant to Section 107.00(d)(9) of the Local Finance Law, current funds are not required to be provided prior to issuance of the Bonds or any bond anticipation notes issued in anticipation of issuance of the Bonds.

Section 5. The temporary use of available funds of the City, not immediately required for the purpose or purposes for which the same were borrowed, raised or otherwise created, is hereby authorized pursuant to Section 165.10 of the Local Finance Law, for the capital purposes described in Section 1 of this Ordinance.

Section 6. The Bonds and any bond anticipation notes issued in anticipation of the Bonds, shall contain the recital of validity prescribed by Section 52.00 of the Local Finance Law and the Bonds, and any bond anticipation notes issued in anticipation of the Bonds, shall be general obligations of the City, payable as to both principal and interest by a general tax upon all the real property within the City without legal or constitutional limitation as to rate or amount. The faith and credit of the City are hereby irrevocably pledged to the punctual payment of the principal of and interest on the Bonds, and any bond anticipation notes issued in anticipation of the Bonds, and provision shall be made annually in the budget of the City by appropriation for (a) the amortization and redemption of the Bonds and bond anticipation notes to mature in such year, and (b) the payment of interest to be due and payable in such year.

Section 7. Subject to the provisions of this Ordinance and of the Local Finance Law, and pursuant to the provisions of Sections 21.00, 30.00, 50.00 and 56.00 to 63.00, inclusive, of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the Bonds herein authorized, including renewals of such notes, and the power to prescribe the terms, form and contents of the Bonds, and any bond anticipation notes, and the power to sell and deliver the Bonds and any bond anticipation notes issued in anticipation of the issuance of the Bonds, and the power to issue bonds providing for level or substantially level or declining annual debt service, is hereby delegated to the City Treasurer, the Chief Fiscal Officer of the City.

Section 8. This Ordinance is intended to constitute the declaration of the City's "official intent" to reimburse the expenditures authorized by this Ordinance with the proceeds of the Bonds and bond anticipation notes authorized herein, as required by Treasury Regulation Section 1.150-2.

Section 9. The serial bonds and bond anticipation notes authorized to be issued by this Ordinance are hereby authorized to be consolidated, at the option of the City's Treasurer, the Chief Fiscal Officer, with the serial bonds and bond anticipation notes authorized by other Bond Ordinances previously or hereafter adopted by the Common Council for purposes of sale in to one or more bond or note issues aggregating an amount not to exceed the amount authorized in such ordinances. All matters regarding the sale of the bonds, including the date of the bonds, the use of electronic bidding, the consolidation of the serial bonds and the bond anticipation notes with other issues of the City and the serial maturities of the bonds are hereby delegated to the City Treasurer, the Chief Fiscal Officer of the City.

Section 10. The validity of the Bonds authorized by this Ordinance and of any bond anticipation notes issued in anticipation of the Bonds may be contested only if:

(a) such obligations are authorized for an object or purpose for which the City is not authorized to expend money; or

(b) the provisions of law which should be complied with at the date of the publication of this Ordinance or a summary hereof are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication; or

(c) such obligations are authorized in violation of the provisions of the Constitution.

Section 11. The City Treasurer, as Chief Fiscal Officer of the City, is hereby authorized to enter into an undertaking for the benefit of the holders of the Bonds from time to time, and any bond anticipation notes issued in anticipation of the sale of the Bonds, requiring the City to provide secondary market disclosure as required by Securities and Exchange Commission Rule 15c2-12.

Section 12. In the absence of the City Treasurer, the Deputy Treasury of the City is hereby specifically authorized to exercise the powers delegated to the City Treasurer in this Ordinance.

Section 13. This Ordinance, or a summary of this Ordinance, shall be published in the official newspapers of the City for such purpose, together with a notice of the Clerk of the City in substantially the form provided in Section 81.00 of the Local Finance Law.

Section 14. This Ordinance is not subject to a mandatory or permissive referendum.

Section 15. The Council hereby determines that the provisions of the State Environmental Quality Review Act and the regulations thereunder have previously been satisfied with respect to the expenditures authorized by this Ordinance.

Section 16. This Ordinance shall take effect immediately upon its adoption.

Seconded by Councilor _____.

By Councilor:

RESOLVED, that the unanimous consent of this Common Council be, and the same hereby is given to the consideration of Ordinance No. 9758.

Seconded by Councilor _____.

AYES & NAYS: Sparace __ Mortise __ Fazio __ Smith__ Anderson__ Dursi __ Sbaraglia __

ORDINANCE NO. 9758

AYES & NAYS: Sparace __ Mortise __ Fazio __ Smith__ Anderson__ Dursi __ Sbaraglia __

ADOPTED ____

DEFEATED ____

ORDINANCE NO. 9759

AUTHORIZING THE CLOSING OF STREETS FOR THE ANNUAL WINTER HOLIDAY CHRISTMAS TREE LIGHTING CEREMONY.

By Councilor _____:

WHEREAS, Ryan Hickey, Deputy Director of the Department of Parks and Recreation for the City of Rome, New York, has requested that the Common Council authorize the closing of certain streets in conjunction with the Annual Winter Holiday Christmas Tree Lighting Ceremony to be held at the Veterans and Gansevoort Parks, as follows: James Street from Huntington Street and Stanwix Street to Eilenberg Lane, Court Street from Bissell Street to Church Street, Park Street from the rear of Old City Hall to Church Street, with Liberty Street closed from Washington Street to James Street. North Washington Street from Liberty Street to Gigliotti Ave, on Monday, December 2, 2024 between the hours of 4:30 p.m. and 9:00 p.m.; and

WHEREAS, it is in the best interests of the City of Rome to support this community activity; now, therefore,

BE IT ORDAINED, that the Common Council of the City of Rome, New York, does hereby authorize the closing of James Street from Huntington Street and Stanwix Street to Eilenberg Lane, Court Street from Bissell Street to Church Street, Park Street from the rear of Old City Hall to Church Street, with Liberty Street closed from Washington Street to James Street. North Washington Street from Liberty Street to Gigliotti Ave, on Monday, December 2, 2024 between the hours of 4:30 p.m. and 9:00 p.m., said street closings to accommodate the annual Winter Holiday Christmas Tree Lighting Ceremony; and

BE IT FURTHER ORDAINED, that the City Clerk is hereby directed to transmit a copy of this Ordinance to the Chiefs of the Police and Fire Departments; and

BE IT FURTHER ORDAINED, that this authorization shall take effect upon the placement of the appropriate barriers at each end of the affected areas.

Seconded by Councilor _____.

By Councilor _____:

RESOLVED, that the unanimous consent of this Common Council be, and the same hereby is given to the consideration of Ordinance No. 9759.

Seconded by Councilor _____.

AYES & NAYS: Sparace ___ Mortise ___ Fazio ___ Smith___ Anderson___ Dursi ___ Sbaraglia ___

ORDINANCE NO. 9759

AYES & NAYS: Sparace ___ Mortise ___ Fazio ___ Smith___ Anderson___ Dursi ___ Sbaraglia ___

ADOPTED ___

DEFEATED ___

ORDINANCE NO. 9760

**AUTHORIZING MAYOR OF THE CITY OF ROME TO APPROVE
THE ACQUISITION OF A PARCEL (307 NORTH JAMES STREET)
TAX MAP NO. 242.042-3-33 FOR \$25,000.00.**

By Councilor _____:

WHEREAS, it has been recommended by the Mayor of the City of Rome that the City purchases a parcel located at 307 North James Street (Tax Map No. 242.042-3-33) for additional parking for the City of Rome Police Department, for an amount not to exceed \$25,000.00; now, therefore;

BE IT ORDAINED, that the Mayor of the City of Rome is authorized to purchase a parcel at 307 North James Street (Tax Map No. 242.042-3-33) for additional parking for the City of Rome Police Department, for an amount not to exceed \$25,000.00, from the seller listed in Exhibit A; and

BE IT FURTHER ORDAINED, by the Common Council of the City of Rome that it approves and confirms the purchase of a parcel on 307 North James Street (Tax Map No. 242.042-3-33) for additional parking for the City of Rome Police Department, for an amount not to exceed \$25,000.00, from the seller listed in Exhibit A.

Seconded by Councilor _____.

By Councilor _____:

RESOLVED, that the unanimous consent of this Common Council be, and the same hereby is given to the consideration of Ordinance No. 9760.

Seconded by Councilor _____.

AYES & NAYS: Sparace __ Mortise __ Fazio __ Smith __ Anderson __ Dursi __ Sbaraglia __

ORDINANCE NO. 9760

AYES & NAYS: Sparace __ Mortise __ Fazio __ Smith __ Anderson __ Dursi __ Sbaraglia __

ADOPTED ____

DEFEATED ____

EXHIBIT "A"

TAX MAP NO: 242.042-3-33
PROPERTY ADDRESS: 307 North James Street
CONSIDERATION: \$25,000.00
SELLER: Daniel Ballister



33- 307 N James St

ORDINANCE NO. 9761

**AUTHORIZING MAYOR OF THE CITY OF ROME TO APPROVE
THE ACQUISITION OF A PARCEL (425 ERIE BOULEVARD WEST)
FOR \$130,000.00.**

By Councilor _____:

WHEREAS, it has been recommended by the Mayor of the City of Rome that the City purchases a parcel located at 425 Erie Boulevard West (Tax Map No. 242.048-0001-021.001) for demolishing the building and re-selling for an amount not to exceed \$130,000.00; now, therefore;

BE IT ORDAINED, that the Mayor of the City of Rome is authorized to purchase a parcel at 425 Erie Boulevard West (Tax Map No. 242.048-0001-021.001) for demolishing the building and re-selling for an amount not to exceed \$130,000.00, from the seller listed in Exhibit A; and

BE IT FURTHER ORDAINED, by the Common Council of the City of Rome that it approves and confirms the purchase of a parcel on 425 Erie Boulevard West (Tax Map No. 242.048-0001-021.001) for demolishing the building and re-selling for an amount not to exceed \$130,000.00, from the seller listed in Exhibit A.

Seconded by Councilor _____.

By Councilor _____:

RESOLVED, that the unanimous consent of this Common Council be, and the same hereby is given to the consideration of Ordinance No. 9761.

Seconded by Councilor _____.

AYES & NAYS: Sparace __ Mortise __ Fazio __ Smith__ Anderson__ Dursi __ Sbaraglia __

ORDINANCE NO. 9761

AYES & NAYS: Sparace __ Mortise __ Fazio __ Smith__ Anderson__ Dursi __ Sbaraglia __

ADOPTED ____

DEFEATED ____

EXHIBIT "A"

TAX MAP NO: 242.048-0001-021.001
PROPERTY ADDRESS: 425 Erie Boulevard West
CONSIDERATION: \$130,000.00
SELLER: Long's Electric (Joanne George)