

**PROPOSED TOWN BOARD AGENDA (SUBJECT TO CHANGE)**  
**September 10, 2014 at 7:00 P.M.**  
**Butler Memorial Hall**

**I. MINUTES**

- A. August 13, 2014

**II. PUBLIC PRESENTATIONS/COMMENTS (Limited to three[3] minutes)**

- A. New Hartford Public Library

**III. REPORTS OF TOWN OFFICIALS BY STANDING COMMITTEE CHAIRPERSON**

- A. Town Clerk Committee – Councilman Woodland
  - 1. Budget Transfer - \$600 from AA1410.4; increase AA1410.13
- B. Public Works & Sewer Committee – Councilman Messa
  - 1. Oneida County Hazard Mitigation Resolution (carried over from Aug. 13 Town Board meeting)
  - 2. 2014 Roadside Ditching Agreement w/Oneida County
  - 3. Oneida County plowing contract – review/discuss 2014-15 and 2015-16 Two-year contracts
  - 4. Police Dept & Courts heating and A/C work; quotes
  - 5. MVCC for OPP contract for this winter
- C. Zoning (Codes) & Planning Committee – Councilman Messa
  - 1. Lawn maintenance fees
- D. Public Safety & Courts Committee – Supervisor Tyksinski
  - 1. Hire new personnel police for school resource program

**III. MATTERS SUBMITTED BY COUNCILMEN / ATTORNEY**

- A. Councilman Messa
  - 1. Vacant 44 Beechwood Road residence
  - 2. Review other vacant residences; procedure to recoup monies
- B. Councilman Miscione
  - 1. Retain Dan Vincelette as council for Yahmundasis
  - 2. SDG program / Assessor and Codes Office
- C. Town Attorney
  - 1. Update on union negotiations
  - 2. Pending codes violations
  - 3. Kessler litigation

**IV. MATTERS SUBMITTED BY TOWN SUPERVISOR**

- A. Financial and other routine reports
  - 1. Audit of bills
  - 2. Financial Report

O V E R > > > > > >

- B. Miscellaneous communications
- C. Unfinished Business
- D. New Business
  - 1. Executive Session
    - a. particular employee
    - b. possible litigation
    - c. union negotiations

Asked 9/2/14

**Young, Gail**

---

**From:** Woodland, Richard  
**Sent:** Tuesday, September 02, 2014 10:20 AM  
**To:** Young, Gail  
**Subject:** RE: Budget Transfer

Put on the agenda its good with me

Rich

---

**From:** Young, Gail  
**Sent:** Tuesday, September 02, 2014 2:03:48 PM  
**To:** Woodland, Richard; [james.messa@yahoo.com](mailto:james.messa@yahoo.com)  
**Subject:** Budget Transfer

Good morning Rich and Jim:

Due to a staff change during the budget process last year, I have a shortage of \$600 in the Deputy Clerk II position and would like to amend this by decreasing \$600 from Town Clerk contractual AA1410.4 and increasing Deputy II Salary AA1410.13.

Please advise whether this matter is approved for action at the September 10, 2014 Town Board meeting.

Thank you for your consideration.

Gail.

Young, Gail

---

Posted 9/2/14

**From:** james.messa <james.messa@yahoo.com>  
**Sent:** Tuesday, September 02, 2014 10:16 AM  
**To:** Young, Gail  
**Subject:** RE: Emailing: Agreement.Roadside Ditching.2014.pdf

Gail,  
Please add to the agenda. I will have other items to add also.  
Thank you,  
Jim

Sent from my Verizon Wireless 4G LTE smartphone

----- Original message -----

**From:** "Young, Gail" <[gyoung@town.new-hartford.ny.us](mailto:gyoung@town.new-hartford.ny.us)>  
**Date:** 08/29/2014 9:14 AM (GMT-05:00)  
**To:** Town-Board <[Town-Board@town.new-hartford.ny.us](mailto:Town-Board@town.new-hartford.ny.us)>, "Cully, Herb" <[hcully@town.new-hartford.ny.us](mailto:hcully@town.new-hartford.ny.us)>, "Sherman, Richard C." <[rsherman@town.new-hartford.ny.us](mailto:rsherman@town.new-hartford.ny.us)>  
**Cc:** [james.messa@yahoo.com](mailto:james.messa@yahoo.com)  
**Subject:** Emailing: Agreement.Roadside Ditching.2014.pdf

The Oneida County Dept. of Public Works has provided the attached Agreement which is sent for your review prior to Board action. I will await approval from the respective Standing Committee to place this matter on the Agenda for the September 10, 2014 Town Board meeting.

Gail

Your message is ready to be sent with the following file or link attachments:

Agreement.Roadside Ditching.2014.pdf

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

## ROADSIDE DITCHING AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by and between the County of Oneida, a municipal corporation organized and existing pursuant to the laws of the State of New York, hereinafter referred to as "County" and the Town of New Hartford, a municipal corporation organized and existing pursuant to the laws of the State of New York, hereinafter called "Town".

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

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

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

1. The term of this Agreement shall be from May 1, 2014 to December 1, 2014.
2. The Town will furnish machinery and labor to perform roadside ditching on the improved County road system located within the geographical boundaries of Town (hereinafter the "Roads").
  - a) The Town will keep the Right of Way portions of the Roads ditched in accordance with the rules and regulations as set forth by the County, said rules and regulations made a part hereof.
  - b) The County will designate the areas to be ditched.
3. The Town agrees to expend up to 40 hours to ditch the Roads. After the Town has completed their designated area they are to submit an Invoice that provides the dates, locations, equipment, and labor used to the County in order to receive payment.
4. The County agrees to reimburse the Town for its labor and equipment at the following rates:

a. Gradall, 2- single axle trucks, flag-person and operators	\$275 per hour.
b. Gradall, 1- tandem, 1-single axle trucks, flag-person and operators	\$300 per hour.
c. Gradall, 2- tandem axle trucks, flag-person and operators	\$315 per hour.
d. Gradall, 2- tandem axle trucks and operators	\$290 per hour.
e. Gradall, 2- single axle trucks and operators	\$270 per hour.
f. Backhoe, 2-single axle trucks and operators	\$260 per hour
5. The County reserves the right to withhold payment under this Agreement and to correct any conditions in any way which do not meet requirements and deduct the cost of this work from the amounts due under this Agreement.
6. The Town further shall save the County harmless from all claims for labor or materials used in the Town's performance under this Agreement.

7. The Town shall secure and maintain safe work sites, equipment and conditions in accordance with all requirements of state and federal law.
8. The Town shall secure all permits required to perform its duties under this Agreement and will comply with all applicable federal, state, county and municipal laws, rules, ordinances and regulations.
9. The Town agrees that it shall defend, indemnify and hold harmless the County from and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgments arising from property damage, personal injuries or death to persons arising from or out of the work of the Town and its agents, servants or employees, and from any loss or damage arising from the acts or failure to act or any default or negligence by the Town or failure on the part of the Town to comply with any of the covenants, terms or conditions of this agreement. The Town 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.
10. The Town agrees that it will, at its own expense, at all times during the term of this Agreement, procure and maintain in force policies of insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against liability for the services to be performed under the agreement. The Town agrees to have the County named as additional insured on a primary, non-contributory basis to said policies, and to provide the County with certificates from said insurance company or companies showing the County as additional insured prior to the execution of this Agreement, and to provide that such coverage shall not be terminated without prior written notice to the County at least fifteen (15) days prior to said termination. Specific Insurance minimum requirements shall be in accordance with the schedule attached hereto as Exhibit "1".
11. The Town agrees that it will, at its own expense, at all times during the terms of this Agreement, procure and maintain in force a policy of insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against claims under the Worker's Compensation Act.
12. The Town covenants and agrees that its officers, agents, directors, employees or members, in accordance with the status of the Town as an independent entity, will conduct themselves consistent with such status; that they shall neither hold themselves out as, nor claim to be, officers or employees of the County, nor shall they make any claim, demand or application to, or for, any right or privilege applicable to any officer or employee of the County, including but not limited to Worker's Compensation coverage, unemployment insurance benefits, Social Security coverage or retirement membership credit.
13. No provision of this Agreement shall be deemed to have been waived by either party, unless such waiver shall be set forth in a written instrument executed by such party. Any waiver by any of the parties to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of that or any other provision, unless explicitly stated otherwise.
14. No assignment by any of the parties to this Agreement of any rights, including rights to monies due or to become due under this Agreement or delegation of any duties under this Agreement, shall be binding upon the parties until their written consent has been obtained.

15. 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.
16. Oral statements and understandings are not valid or binding, and neither this Agreement nor any other shall be changed or modified except by a writing signed by all parties.
17. In performing under this Agreement, all applicable governmental laws, regulations, orders, ordinances and other rules of duly constituted authority will be followed and complied with in all respects by all parties.
18. This agreement shall be construed and enforced in accordance with the laws of the State of New York.
19. 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.
20. All exhibits to which reference is made are deemed incorporated in this Agreement, whether or not actually attached.
21. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument.

COUNTY OF ONEIDA

TOWN OF NEW HARTFORD

By: \_\_\_\_\_  
Dennis S. Davis, Commissioner  
Oneida County DPW

By: \_\_\_\_\_  
Supervisor

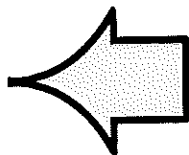
COUNTY OF ONEIDA

By: \_\_\_\_\_  
Highway Supt.

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

APPROVED AS TO FORM

By: \_\_\_\_\_  
Oneida County Attorney



# Exhibit I

<b>ACORD<sup>TM</sup> CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY)
<b>PRODUCER</b> Insurance Agent; Name and Address	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>INSURED</b> Contractor; Name and Address	<b>INSURERS AFFORDING COVERAGE</b>	
	INSURER A:	NAIC #
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		

## COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADDL	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$ \$
A		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				Provide Limits As Required by New York State Law

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Oneida County added as a named insured to General, Auto, and Excess Liability policies on a primary non-contributory basis.

## CERTIFICATE HOLDER

County of Oneida & Department of Public Works  
 c/o Commissioner of Finance  
 800 Park Ave., Utica, NY 13501

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL \_\_\_\_\_ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



## **ADDENDUM**

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

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

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

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

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

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

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

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

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

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

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

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

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

---

---

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

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

When applicable to the services provided pursuant to the Contract:

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

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

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

**5. Non-Assignment Clause.**

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

**6. Worker's Compensation Benefits.**

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

**7. Non-Discrimination Requirements.**

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

## **8. Wage and Hours Provisions.**

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

## **9. Non-Collusive Bidding Certification.**

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

## **10. Records.**

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

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

#### **11. Identifying Information and Privacy Notification.**

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

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

#### **12. Conflicting Terms.**

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

#### **13. Governing Law.**

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



**14. Prohibition on Purchase of Tropical Hardwoods.**

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

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

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

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

**16. Gratuities and Kickbacks.**

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

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

## **17. Audit**

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

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

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

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

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

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

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

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

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

County of Oneida

Contractor

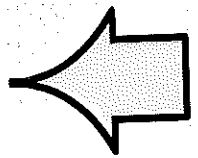
By: \_\_\_\_\_

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

Oneida County Executive

Town Supervisor

Approved as to Form only



\_\_\_\_\_

Oneida County Attorney

**Young, Gail**

---

**From:** James Messa <james.messa@yahoo.com>  
**Sent:** Thursday, September 04, 2014 8:37 PM  
**To:** Young, Gail  
**Cc:** rsherman1107@gmail.com  
**Subject:** Last Item for Agenda Sept 10th

Gail,

Please add the following item to the agenda:

Public Works

1) Oneida County Plowing Contract - Review and discuss 2014-2015 and 2015-2016 2 year contract -  
Approve or reject. Town Clerk should have contract.

Thank you,  
Jim

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

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by and between the County of Oneida, a municipal corporation organized and existing pursuant to the laws of the State of New York, hereinafter referred to as "County" and the Town of New Hartford, a municipal corporation organized and existing pursuant to the laws of the State of New York, hereinafter called "Town".

WHEREAS, the County proposes the Town perform snow and ice control on the improved County road system located within the geographical boundaries of Town for an agreed-upon price and pursuant to agreed-upon terms and conditions, and

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

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

1. The term of this Agreement shall be from November 1, 2014 to April 30, 2016.
2. The Town will perform snow and ice control on the improved County road system located within the geographical boundaries of the County as per attached Exhibit "1", (hereinafter the "Roads").
  - a) The Town will keep the entire width of the pavement as reasonably free from snow and ice as weather conditions will allow and shall provide sufficient and suitable equipment, materials and personnel to maintain this condition at all times, starting operations with the beginning of storms and continuing them until the storms cease and the pavements are again as reasonably free from snow and ice as weather conditions will allow. Keeping the pavements reasonably clear of snow and ice will necessarily require keeping the shoulders clear also, to retard the formation of drifts and afford space for the safe plowing from the pavement in a succeeding storm.
  - b) The Town will make every reasonable effort to eliminate slippery conditions on the pavements, and will make every effort to ensure that steep hills, sharp curves, intersections, and straight sections will be sanded or otherwise treated to restore traction for reasonable and careful use.
  - c) The parties hereby agree that the Roads consist of 20.19 miles of the improved County road system located within the geographical boundaries of County, as set forth in the map attached hereto and made a part hereof as Exhibit "1".
3. The County shall pay the Town the sum of \$5,800.00 per mile for the 2014-2015 snow season, totaling \$117,102.00. The County shall pay one-half of said total amount, or \$58,551.00, on or about February 15, 2015 (1<sup>st</sup> payment covers the months of November, December and month of January). The County shall pay the balance on the final disappearance of snow and ice, no later than May 1, 2015 (2<sup>nd</sup> payment covers the months of February, March and April).

4. The County shall pay the Town the sum of \$5,800.00 per mile for the 2015-2016 snow season, totaling \$117,102.00. The County shall pay one-half of said total amount, or \$58,551.00, on or about February 1, 2016 (1<sup>st</sup> payment covers the months of November, December and January). The County shall pay the balance on the final disappearance of snow and ice, no later than May 1, 2016 (2<sup>nd</sup> payment covers the months of February, March and April).
5. To receive payment for any road from the County, the Town must keep the same open for traffic for its entire length and will not receive any payment if only portions are kept open, except by previous agreement with the County.
6. The Town Superintendent shall make available, on request of the County Deputy Commissioner of Public Works, a daily report of the Town's snow and ice operations on forms to be provided to the Town Superintendent by the County.
7. The County reserves the right to withhold payment under this Agreement and to correct any conditions which do not meet requirements and deduct the cost of this work from the amounts due under this Agreement.
8. The County shall meet with the Town on or about June 1<sup>st</sup> of each year during the term of this Agreement to discuss possible changes to the Town's obligation regarding any increase in the costs associated with the acquisition of fuel, salt, sand and other necessary materials. Changes to the Town's obligations, if any, will be reduced to writing and signed by the parties hereto.
9. The Town further shall save the County harmless from all claims for labor or materials used in the Town's performance under this Agreement.
10. The Town shall secure and maintain safe work sites, equipment and conditions in accordance with all requirements of State and Federal Law.
11. The Town shall secure all permits required to perform its duties under this Agreement and will comply with all applicable Federal, State, County and Municipal Laws, Rules, Ordinances and Regulations.
12. The Town agrees that it shall defend, indemnify and hold harmless the County from and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgments arising from property damage, personal injuries or death to persons arising from or out of the work of the Town and its agents, servants or employees, and from any loss or damage arising from the acts or failure to act or any default or negligence by the Town or failure on the part of the Town to comply with any of the covenants, terms or conditions of this Agreement. The Town 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.
13. The Town agrees that it will, at its own expense, at all times during the term of this Agreement, procure and maintain in force policies of insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against liability for the services to be performed under the Agreement. The Town agrees to have the County named as additional insured on a primary, non-contributory basis with waiver of subrogation to said policies, and to provide the County with certificates from

said insurance company or companies showing the County as additional insured prior to the execution of this Agreement, and to provide that such coverage shall not be terminated without prior written notice to the County at least fifteen (15) days prior to said termination. Specific insurance minimum requirements shall be in accordance with the schedule attached hereto as Exhibit "2".

14. The Town agrees that it will, at its own expense, at all times during the terms of this Agreement, procure and maintain in force a policy of insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against claims under the Worker's Compensation Act.
15. The Town covenants and agrees that its officers, agents, directors, employees or members, in accordance with the status of the Town as an independent entity, will conduct themselves consistent with such status; that they shall neither hold themselves out as, nor claim to be, officers or employees of the County, nor shall they make any claim, demand or application to, or for, any right or privilege applicable to any officer or employee of the County, including but not limited to Worker's Compensation coverage, Unemployment Insurance Benefits, Social Security coverage or retirement membership credit.
16. No provision of this Agreement shall be deemed to have been waived by either party, unless such waiver shall be set forth in a written instrument executed by such party. Any waiver by any of the parties to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of that or any other provision, unless explicitly stated otherwise.
17. No assignment by any of the parties to this Agreement of any rights, including rights to monies due or to become due under this Agreement or delegation of any duties under this Agreement, shall be binding upon the parties until their written consent has been obtained.
18. 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.
19. Oral statements and understandings are not valid or binding, and neither this Agreement nor any other shall be changed or modified except by a writing signed by all parties.
20. In performing under this Agreement, all applicable governmental laws, regulations, orders, ordinances and other rules of duly constituted authority will be followed and complied with in all respects by all parties.
21. This Agreement shall be construed and enforced in accordance with the Laws of the State of New York.
22. 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.
23. All exhibits to which reference is made are deemed incorporated in this Agreement, whether or not actually attached.

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

COUNTY OF ONEIDA

TOWN OF NEW HARTFORD

By: \_\_\_\_\_  
Dennis S. Davis, Commissioner  
Oneida County DPW

By: \_\_\_\_\_  
Supervisor

COUNTY OF ONEIDA

By: \_\_\_\_\_  
Highway Supt.

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

APPROVED AS TO FORM

By: \_\_\_\_\_  
Oneida County Attorney



Town of New Hartford  
Snow and Ice Control  
Oneida County Roads

C.R.	ROAD	FROM	TO	MI.
21	Clinton Street	Route 5	Middlesettlement Road	0.39
30	Middlesettlement Road	Town line	Route 5	1.23
15	Tibbits Road	Route 12S	Kellogg Road	2.08
26	Oxford Road	Village line	Oneida Street	1.93
13	Red Hill Road	Oneida Street	Snowden Hill Road	1.55
26	Kellogg Road	Oxford Road	Oneida Street	0.62
26	Chapman Road	Oneida Street	Higby Road	1.28
24	Valley View Road	Higby Road	City line	1.20
22	Grafenburg	Sherman Drive	Herkimer County line	0.84
24A	Higby Road	City line	County line	3.30
13	Roberts Road	Oneida Street	Turnaround	2.83
20	Mohawk Street	Higby Road	Elm Street	2.33
26	Campion Road	Railroad tracks	Chenango Road	0.62
TOTAL				20.19



**County Road Plowing**  
**New Hartford**  
*New York State Thruway*

Date: August 6, 2012



# Exhibit 2

## Sample of Required Insurance

<b>ACORD</b> ™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)
PRODUCER Insurance Agent; Name and Address		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Contractor; Name and Address		
		INSURERS AFFORDING COVERAGE
		INSURER A:
		INSURER B:
		INSURER C:
		INSURER D:
		INSURER E:

### COVERAGES

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, THIS INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADDT	TR	HSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A				GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A				AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG
				GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A				EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				
A				WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				Provide Limits As Required by New York State Law

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Oneida County listed as additional insured to General, Auto, and Excess Liability policies on a primary, non-contributory basis,

### CERTIFICATE HOLDER

County of Oneida & Department of Public Works  
c/o Commissioner of Finance  
800 Park Ave., Utica, NY 13501

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL \_\_\_\_\_ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
AUTHORIZED REPRESENTATIVE

## ADDENDUM

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

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

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

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

1.     Executor or Non-Appropriation Clause.

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

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

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

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

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

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

or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

1. The Contractor certifies that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
  - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

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

1. The Contractor will or will continue to provide a drug-free workplace by:
  - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is

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

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

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

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

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

When applicable to the services provided pursuant to the Contract:

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

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

- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any

manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

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

c. The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
5. Make available protected health information in accordance with 45 CFR § 164.524;
6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

d. The Contractor agrees that this contract may be amended if any of the following events occurs:

1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
3. There is a material change in the business practices and procedures of the County.



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

5. Non-Assignment Clause.

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

6. Worker's Compensation Benefits.

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

7. Non-Discrimination Requirements.

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

8. Wage and Hours Provisions.

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

9. Non-Collusive Bidding Certification.

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

10. Records.

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

subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

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

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

12. Conflicting Terms.

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

13. Governing Law.

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

14. Prohibition on Purchase of Tropical Hardwoods.

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

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

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

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

16. Gratuities and Kickbacks.

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

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

17. Audit

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

shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

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

18. Certification of compliance with the Iran Divestment Act.

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

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

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

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

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

COUNTY OF ONEIDA

MUNICIPALITY/CONTRACTOR

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

By: \_\_\_\_\_  
Town Supervisor

Approved as to Form only

\_\_\_\_\_  
Oneida County Attorney

# New Hartford Climate Control

P.O. Box 604 New Hartford, NY 13413-0604

Heating and Cooling

Residential - Commercial

736-7487      2-7-2014

Town of New Hartford

Kellogg Rd.

New Hartford NY.

A estimate for Materials to heat and cool the court side of building.

1. Coleman Predator Roof top, 10 Ton unit. 120,000 BTU cooling ,200,000BTU heating
2. Ecomizer package
3. Roof curb,.
4. Crane to set roof top
5. Thermostat, Two stage
6. Supply and return duct system ( Insulated.)
7. Supply and return Diffusers ,and grills

Cost of Materials. \$16,250.00

# New Hartford Climate Control

P.O. Box 604 New Hartford, NY 13413-0604

Heating and Cooling

Residential - Commercial

736-7487      2-7-2014

Town of New Hartford

Kellogg Rd.

New Hartford NY.

A estimate for Labor to install a heating and cooling system for the court side of building.

1. Coleman Predator Roof top, 10 Ton unit. 120,000 BTU cooling ,200,000BTU heating
2. Ecomizer package
3. Crane to set roof top
4. Electrical work needed for operation of unit.
5. Flashing of roof curb
6. Installation of gas piping ,duct system ,diffusers, grills , thermostat
7. Start up of Equipment and system is operating per manufactures specs

Warranty ;Five years labor

Cost of Labor; \$10,400.00

Signature\_\_\_\_\_

—



# New Hartford Climate Control

P.O. Box 604 New Hartford, NY 13413-0604

Heating and Cooling

Residential - Commercial

736-7487

2-7-2014

Town of New Hartford

Kellogg Rd

New Hartford NY. 13413

A estimate to repair the heating and cooling system on police side of building.

1. Repair roof top unit. Any service , belts ,filters, clean coils. Etc. that the unit may need to put in good operating order.
2. Install a Arzel zoning system (3) zones. Also remove old zoning system.
3. Repair Insulation on duct system that has fallen off or needs to be replaced.

Cost of Job: \$4760.00

Signature\_\_\_\_\_

## CENTRAL HEATING & PLUMBING, LLC

U Can't Beat Central Heat  
942 Steuben Hill Rd.  
HERKIMER, NY 13350  
(315) 866-2739 (315) 866-1667

1149

PROPOSAL SUBMITTED TO <i>Town of New Hartford</i>	DATE <i>4/21/14</i>
ADDRESS <i>Municipal Building</i>	PHONE
<i>Rich S. Aceman</i>	DATE OF PLANS
JOB NAME AND LOCATION	ARCHITECT
	JOB PHONE

We hereby submit specifications and estimates, subject to all terms and conditions as set forth on both sides, as follows:

*Tempstar Gas Electric RGS120H-AA0A  
AA 208-230 3 Phase 2 compressor 2  
Stage 10 Ton AC 224000 BTU  
Roof top Unit w/ Roof curb & all  
Necessary Ducting for 3 zone  
Application. 13,750.00  
Labor 9,350.00  
23,100.00*

(Read Reverse Side)

We **Propose** hereby to furnish material and labor — complete in accordance with above specifications,  
for the sum of: *Twenty three thousand one hundred dollars (\$ 23,100.00)*

NOTE: This proposal may be withdrawn by us if  
not accepted within 8689330 days.

Authorized  
Signature

*Henry C. Smith*

**Accepted:** The above prices, specifications and  
conditions are satisfactory and are hereby accepted. You  
are authorized to do the work as specified. Payment will be  
made as outlined above.

Signature

Date

Signature

## CENTRAL HEATING & PLUMBING, LLC

U Can't Beat Central Heat  
942 Steuben Hill Rd.  
HERKIMER, NY 13350  
(315) 866-2739 (315) 866-1667

1150

PROPOSAL SUBMITTED TO	Town of New Hartford	DATE	4/21/14
ADDRESS	Police Station	PHONE	
	Rick St Herman	DATE OF PLANS	
JOB NAME AND LOCATION		ARCHITECT	
		JOB PHONE	

We hereby submit specifications and estimates, subject to all terms and conditions as set forth on both sides, as follows:

Repair & Service Roof top center +  
install AREA 3 zone System  
Make all Repair to Transmission  
Labor & Material  
\$4650.00

(Read Reverse Side)

We Propose hereby to furnish material and labor — complete in accordance with above specifications,  
for the sum of: four thousand six fifty dollars (\$ 4650. )

NOTE: This proposal may be withdrawn by us if  
not accepted within 868 7330 days.

Authorized  
Signature

*Henry Ciochi*

**Accepted:** The above prices, specifications and  
conditions are satisfactory and are hereby accepted. You  
are authorized to do the work as specified. Payment will be  
made as outlined above.

Signature

Date

Signature

**Proposal**Page No. 3 of 3 Pages**CENTRAL HEATING & PLUMBING, LLC**

U Can't Beat Central Heat

942 Steuben Hill Rd.

HERKIMER, NY 13350

(315) 866-2739 (315) 866-1667

**1151**

PROPOSAL SUBMITTED TO	<i>New Hartford Municipal Bldg.</i>	DATE	
ADDRESS	<i>c/o Rick S. Herman</i>	PHONE	
		DATE OF PLANS	
JOB NAME AND LOCATION		ARCHITECT	
		JOB PHONE	

We hereby submit specifications and estimates, subject to all terms and conditions as set forth on both sides, as follows:

*1- 12,000 Btu Split AS System  
for Electronic Room in Back  
of Garage Labor + Material  
1987.00*

(Read Reverse Side)

**We Propose** hereby to furnish material and labor — complete in accordance with above specifications,  
for the sum of: 1987.00 dollars (\$ \_\_\_\_\_)

NOTE: This proposal may be withdrawn by us if  
not accepted within \_\_\_\_\_ days.

Authorized  
Signature*Ray Covich*

**Accepted:** The above prices, specifications and  
conditions are satisfactory and are hereby accepted. You  
are authorized to do the work as specified. Payment will be  
made as outlined above.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_



1101 Sherman Drive  
Utica, New York 13501-5394  
[www.mvcc.edu/cced](http://www.mvcc.edu/cced)

Center for Corporate & Community Education  
315-792-5300  
Fax 315-792-5682

## TRAINING AGREEMENT

**Name of Contracting Organization/Institution:** Town of New Hartford

**Address:** Sanger Building, 111 New Hartford St., New Hartford, NY 13413

**Organization Contact:** Richard Sherman Title: Superintendent  
Phone 315-724-4300 X 2421 Fax 315-724-4323  
email: rSherman@town.new-hartford.NY.US

**MVCC Contact:** Jack Altdoerffer Title: Director Corporate Training  
Phone: (315) 792-5681 email: jaltdoerffer@mvcc.edu

**Course Title:** OPP Snow Plow Training

**Number of Participants:** 23

**Number of Training Hours: approximately** 119 Hours

<u>Training</u>	<u>Hours</u>	<u>Estimate Hours</u>	<u># students</u>	<u>Student HR estimate</u>
Classroom	(1 to 3 hours for the whole class room)	2	NA	2
Pre- Op/Shop	(1 to 3 hours for the whole class room)	2	NA	2
Dry Run	(1 to 3 hours per student)	2	23	46
Assessment	(1 to 4 hours per student)	3	23	69

**ESTIMATED TOTAL COST:** ----- \$13,000.00

**All billing will be invoiced on actual time and expenses.**

**Date(s):** Oct 1, 2014 – March 31, 2015  
**Location:** Town of New Hartford  
Equipment required: Provided by Town of New Hartford

Signature Organization Contact: \_\_\_\_\_ **Date:** \_\_\_\_\_

MVCC Contact: \_\_\_\_\_ **Date:** \_\_\_\_\_

To pay by credit card. --Call Joann Dickson at 792-5524 --in our office to finalize payment.  
To pay by check make payable to **MVCC Center for Corporate and Community Education**  
and mail it to:  
Center for Corporate and Community Education  
Mohawk Valley Community College  
1101 Sherman Drive, Utica NY 13501-5394

## Young, Gail

---

**From:** James Messa <james.messa@yahoo.com>  
**Sent:** Wednesday, September 03, 2014 9:27 PM  
**To:** Young, Gail  
**Cc:** rsherman1107@gmail.com; Sherman, Richard C.  
**Subject:** Re: Agenda - Sept 10, 2014 Town Board Meeting

### Additional Info

-----

On Tue, 9/2/14, Young, Gail <[gyoung@town.new-hartford.ny.us](mailto:gyoung@town.new-hartford.ny.us)> wrote:

Subject: Agenda - Sept 10, 2014 Town Board Meeting

To: "Booth, Joe" <[JoeB@town.new-hartford.ny.us](mailto:JoeB@town.new-hartford.ny.us)>, "Cully, Herb" <[hcully@town.new-hartford.ny.us](mailto:hcully@town.new-hartford.ny.us)>, "Darlene Abbatecola" <[darlenea@town.new-hartford.ny.us](mailto:darlenea@town.new-hartford.ny.us)>, "Dreimiller, Dan" <[ddreimiller@town.new-hartford.ny.us](mailto:ddreimiller@town.new-hartford.ny.us)>, "Inserra, Michael S." <[msi108@newhartfordpd.com](mailto:msi108@newhartfordpd.com)>, "james.messa@yahoo.com" <[james.messa@yahoo.com](mailto:james.messa@yahoo.com)>, "Jeffery, Mike" <[mwj@town.new-hartford.ny.us](mailto:mwj@town.new-hartford.ny.us)>, "M. Eileen Spellman" <[nhseniorcenter@gmail.com](mailto:nhseniorcenter@gmail.com)>, "Miscione, Paul" <[pmiscione@town.new-hartford.ny.us](mailto:pmiscione@town.new-hartford.ny.us)>, "New Hartford Supervisor" <[NHSupervisor@town.new-hartford.ny.us](mailto:NHSupervisor@town.new-hartford.ny.us)>, "O'Sullivan, Janice" <[josullivan@town.new-hartford.ny.us](mailto:josullivan@town.new-hartford.ny.us)>, "Reynolds, David M." <[dmr100@msn.com](mailto:dmr100@msn.com)>, "Richard Woodland Jr. (E-mail)" <[RWRICH94@aol.com](mailto:RWRICH94@aol.com)>, "Schwenzfeier, Barb" <[bschwenzfeier@town.new-hartford.ny.us](mailto:bschwenzfeier@town.new-hartford.ny.us)>, "Sherman, Richard C." <[rsherman@town.new-hartford.ny.us](mailto:rsherman@town.new-hartford.ny.us)>, "Tyksinski, Patrick M." <[ptyksinski@town.new-hartford.ny.us](mailto:ptyksinski@town.new-hartford.ny.us)>

Date: Tuesday, September 2, 2014, 9:52 AM

In order to prepare the agenda for the September 10, 2014 Town Board Meeting, it will be necessary that I receive from you any matter(s) which you feel should be discussed at that meeting.

Please check applicable statements:

\_\_\_\_\_ No matters to be considered

  X   Place the following on the Agenda:

Gail please add the following agenda items with my previous items that were emailed on 9/2. Thank You.

#### Public Works

- 1) Police Dept and Courts Heating and A/C work, to discuss and approve or reject - Rick will supply quotes via email.
- 2) MVCC for OPP contract for this winter to discuss and approve or reject - Rick will supply contract via email.

## Young, Gail

---

**From:** James Messa <james.messa@yahoo.com>  
**Sent:** Tuesday, September 02, 2014 9:10 PM  
**To:** Young, Gail  
**Subject:** Re: Agenda - Sept 10, 2014 Town Board Meeting  
**Attachments:** Lawn%20Maintenance(2).xls

-----  
On Tue, 9/2/14, Young, Gail <[gyoung@town.new-hartford.ny.us](mailto:gyoung@town.new-hartford.ny.us)> wrote:

Subject: Agenda - Sept 10, 2014 Town Board Meeting

To: "Booth, Joe" <[JoeB@town.new-hartford.ny.us](mailto:JoeB@town.new-hartford.ny.us)>, "Cully, Herb" <[hcully@town.new-hartford.ny.us](mailto:hcully@town.new-hartford.ny.us)>, "Darlene Abbatecola" <[darlenea@town.new-hartford.ny.us](mailto:darlenea@town.new-hartford.ny.us)>, "Dreimiller, Dan" <[ddreimiller@town.new-hartford.ny.us](mailto:ddreimiller@town.new-hartford.ny.us)>, "Inserra, Michael S." <[msi108@newhartfordpd.com](mailto:msi108@newhartfordpd.com)>, "james.messa@yahoo.com" <[james.messa@yahoo.com](mailto:james.messa@yahoo.com)>, "Jeffery, Mike" <[mwj@town.new-hartford.ny.us](mailto:mwj@town.new-hartford.ny.us)>, "M. Eileen Spellman" <[nhseniorcenter@gmail.com](mailto:nhseniorcenter@gmail.com)>, "Miscione, Paul" <[pmiscione@town.new-hartford.ny.us](mailto:pmiscione@town.new-hartford.ny.us)>, "New Hartford Supervisor" <[NHSupervisor@town.new-hartford.ny.us](mailto:NHSupervisor@town.new-hartford.ny.us)>, "O'Sullivan, Janice" <[josullivan@town.new-hartford.ny.us](mailto:josullivan@town.new-hartford.ny.us)>, "Reynolds, David M." <[dmr100@msn.com](mailto:dmr100@msn.com)>, "Richard Woodland Jr. (E-mail)" <[RWRICH94@aol.com](mailto:RWRICH94@aol.com)>, "Schwenzfeier, Barb" <[bschwenzfeier@town.new-hartford.ny.us](mailto:bschwenzfeier@town.new-hartford.ny.us)>, "Sherman, Richard C." <[rsherman@town.new-hartford.ny.us](mailto:rsherman@town.new-hartford.ny.us)>, "Tyksinski, Patrick M." <[ptyksinski@town.new-hartford.ny.us](mailto:ptyksinski@town.new-hartford.ny.us)>

Date: Tuesday, September 2, 2014, 9:52 AM

In order to prepare the agenda for the September 10, 2014 Town Board Meeting, it will be necessary that I receive from you any matter(s) which you feel should be discussed at that meeting.

Please check applicable statements:

\_\_\_\_\_ No matters to be considered

X Place the following on the Agenda:

- 44 Beechwood Rd - Numerous complaints by residents on Beechwood Rd regarding vacant house - seeking additional services from Town Attorney.
- Review of additional vacant houses - please see attached list. Currently the town is maintaining the lawn and applying the fees on the property owners taxes. Review of current plan to determine if fees are actually being collected? - Seeking additional services from Town Attorney as it relates to vacant houses within the town.

This information must be  
received in my office no later than 4:00 P.M. on Thursday, September 4, 2014.

[NOTE:

PLEASE REMEMBER THAT YOUR AGENDA ITEMS NEED TO BE DISCUSSED WITH YOUR STANDING COMMITTEE WHO  
MUST SEND ME AN E-MAIL LIST OF THE TOPICS YOU WOULD LIKE ADDED TO THE AGENDA.]

IN ADDITION, DUE TO

CHANGES IN STATUTE THAT BECAME EFFECTIVE FEBRUARY 2, 2012, REQUIRING THE POSTING OF THE AGENDA AND  
SUPPORTING DOCUMENTS ON THE TOWN'S WEBSITE, IT WILL BE NECESSARY FOR YOU TO FURNISH ME WITH  
BACKGROUND INFORMATION RELATED

TO THE SUBJECT(S) YOU ARE PLACING ON THE AGENDA, INCLUDING BUT NOT LIMITED TO PROPOSED LEGISLATION,  
COMMUNICATIONS, ETC. IF YOU HAVE ANY QUESTIONS IN THIS REGARD, PLEASE CONTACT ME AT YOUR EARLIEST  
CONVENIENCE. I MUST ASK FOR YOUR COOPERATION IN SUPPLYING

ME WITH THE DOCUMENTS BY THE THURSDAY DATE NOTED ABOVE, AS THIS CAN BE A TIME-CONSUMING TASK AND  
MUST BE ON THE WEBSITE PRIOR TO THE TOWN BOARD MEETING.

Thank you!

GWY:s



**Lawn Maintenance**

4 Balsam Cr	3 Sycamore Dr	2 Tibbitts Rd	226 Winchester Dr.	26 Sherrill Lane	9 Cone Circle	3289 Mohawk St	12 Liberty Ave
5/20/14 \$60	5/20/14 \$60	5/20/14 \$90	5/20/14 \$110	5/23/14 \$120	5/20/14 \$40	5/20/14 \$110	5/23/14 \$240
5/28/14 \$50	5/28/14 \$60	5/28/14 \$80	5/28/14 \$100	5/28/14 \$60	5/28/14 \$40	5/28/14 \$80	5/28/14 \$110
<b>May Total \$110</b>	<b>\$120</b>	<b>\$170</b>	<b>\$210</b>	<b>\$180</b>	<b>\$80</b>	<b>\$190</b>	<b>\$350</b>
6/5/14 \$50	6/4/14 \$60	6/4/14 \$60	6/5/14 \$100	6/4/14 \$70	6/4/14 \$40	6/5/14 \$90	6/5/14 \$100
6/17/14 \$50	6/17/14 \$60	6/16/14 \$60	6/17/14 \$100	6/16/14 \$70	6/17/14 \$40	6/17/14 \$90	6/17/14 \$100
6/23/14 \$40	6/24/14 \$60	6/23/14 \$50	6/24/14 \$100	6/23/14 \$70	6/24/14 \$40	6/24/14 \$90	6/24/14 \$100
<b>June Totl \$140</b>	<b>\$180</b>	<b>\$170</b>	<b>\$300</b>	<b>\$210</b>	<b>\$120</b>	<b>\$270</b>	<b>\$300</b>
7/3/14 \$40	7/3/14 \$60	7/2/14 \$40	7/3/14 \$100	7/2/14 \$70	7/3/14 \$40	7/3/14 \$90	7/3/14 \$100
7/16/14 \$40	7/16/14 \$60	7/16/14 \$40	7/16/14 \$100	7/16/14 \$70	7/16/14 \$40	7/16/14 \$90	7/16/14 \$100
7/29/14 \$40	7/29/14 \$60	7/29/14 \$40	7/29/14 \$100	7/29/14 \$70	7/29/14 \$40	7/29/14 \$90	7/29/14 \$100
<b>July Totl \$120</b>	<b>\$180</b>	<b>\$120</b>	<b>\$300</b>	<b>\$210</b>	<b>\$120</b>	<b>\$270</b>	<b>\$300</b>
8/15/14 \$40	8/14/14 \$60	8/14/14 \$40	8/15/14 \$100	8/15/14 \$70	8/14/14 \$40	8/15/14 \$90	8/15/14 \$100
8/25/14 \$40	8/25/14 \$60	8/25/14 \$40	8/25/14 \$100	8/25/14 \$70	8/25/14 \$40	8/25/14 \$90	8/25/14 \$100
<b>Aug Totl \$80</b>	<b>\$120</b>	<b>\$80</b>	<b>\$200</b>	<b>\$140</b>	<b>\$80</b>	<b>\$180</b>	<b>\$200</b>

55 Root St	9 Larchmont	10 Forest Rd.	5 Knollwood	7 Marks Pl	19 Oakdale S.	44 Beechwood	9871 Sessions Rd
5/20/14 \$80	5/29/14 \$100	5/20/14 \$80	5/20/14 \$80				
5/28/14 \$40							
\$120	\$100	\$80	\$80	\$0	\$0	\$0	\$0
6/4/14 \$40	6/4/14 \$40				6/17/14 \$160		
6/16/14 \$40	6/17/14 \$40				6/24/14 \$40		
6/17/14 \$40	6/24/14 \$40						
6/23/14 \$40							
\$160	\$120				\$200	\$0	\$0
7/2/14 \$40	7/3/14 \$40				7/3/14 \$40	7/3/14 \$240	7/10/14 \$160
7/16/14 \$40	7/16/14 \$40				7/16/14 \$40	7/16/14 \$60	7/17/14 \$100
7/29/14 \$40	7/29/14 \$40				7/29/14 \$40	7/29/14 \$60	7/30/14 \$100
6/17/14 -\$40							
\$80	\$120	\$0	\$0	\$0	\$120	\$360	\$360
8/15/14 \$40					8/14/14 \$40	8/15/14 \$60	8/14/14 \$100
8/25/14 \$40					8/25/14 \$40	8/25/14 \$60	8/25/14 \$100
\$80	\$0	\$0	\$0	\$0	\$80	\$120	\$200

\_\_\_\_\_

\_\_\_\_\_

---

## Young, Gail

---

**From:** Cully, Herb  
**Sent:** Friday, September 05, 2014 8:31 AM  
**To:** Young, Gail  
**Subject:** Re: Agenda - Sept 10, 2014

Exec session , update on union negotiations and pending codes violations and Kessler litigation

Sent from my iPhone

On Sep 4, 2014, at 3:19 PM, "Young, Gail" <[gyoung@town.new-hartford.ny.us](mailto:gyoung@town.new-hartford.ny.us)> wrote:

Pat:

Today Robert Kessler phoned, asking to be placed on the September 10<sup>th</sup> Agenda in the matter of Trail Side Subdivision. He left his phone number (525- 6204).

I shall await your response.

Gail

AGENDA  
TOWN SUPERVISOR  
For MEETING  
September 10, 2014

1. Financial Report
2. Hire of new personnel police for school resource program
3. Executive Session – employee
4. Executive Session – possible litigation
5. Executive Session – union negotiations