



## BOARD OF ESTIMATE AND CONTRACT

**Jacqueline M. Izzo**  
Mayor  
**Stephanie Viscelli**  
Common Council President  
**Frederick Schmidt**  
Public Works Commissioner

**Louise S. Glasso**  
City Clerk  
**Gerard F. Feeney**  
Corporation Counsel  
**David C. Nolan**  
City Treasurer

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

### BOARD OF ESTIMATE AND CONTRACT MEETING REGULAR SESSION

**MARCH 10, 2016  
3:00 PM**

- 1. CALLING THE ROLL OF MEMBERS BY THE CLERK**
- 2. READING OF THE MINUTES OF THE PRECEDING SESSION**  
(Motion in order that the reading of the minutes of the proceeding sessions be dispensed with and that they be approved.)
- 3. COMMUNICATIONS**
- 4. PUBLIC SPEAKERS**
- 5. REPORT OF DEPARTMENT HEADS**
- 6. RESOLUTIONS**

**RES. NO. 55**

**C**

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH VARANO SUPER JUMP, INC. FOR AN AMOUNT NOT TO EXCEED \$499.00. Korpela**

**RES. NO. 56**

**D**

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH SCOTTY'S JUMP-N-FUN FOR AN AMOUNT NOT TO EXCEED \$1,950.00. Korpela**

**RES. NO. 57**

**E**

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH SCOTTY'S JUMP-N-FUN FOR AN AMOUNT NOT TO EXCEED \$1,950.00. Korpela**

**RES. NO. 58**

**F**

**AUTHORIZATION TO AMEND APPROVED PURCHASE ORDER AND VOUCHER SIGNERS LIST. Nolan**

**RES. NO. 59**

**G**

**AUTHORIZATION TO ACQUIRE AN EASEMENT AT THE END OF WUETHRICH ROAD FROM JOSEPH R. FUSCO, III AND CASSANDRA M. FUSCO SO AS TO ALLOW THE CITY ACCESS TO THE CITY WATER LINE AND RELATED EQUIPMENT. Schmidt**

**RES. NO. 60**

**H**

**AMENDING RESOLUTION NO. 22A ADOPTED JANUARY 28, 2016 REGARDING A REHABILITATION AGREEMENT RELATIVE TO THE FORMER BEAVER CREEK GOLF COURSE TO INCLUDE A 5% DOWN PAYMENT. Domenico**

**RES. NO. 61**

**B**

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH CUMMINS NORTHEAST FOR AN AMOUNT NOT TO EXCEED \$4,440.98. Emmanuele**

**RES. NO. 62**

**I**

**AUTHORIZING AN EXTENSION OF AN INTERMUNICIPAL AGREEMENT WITH THE NEW YORK STATE OFFICE OF GENERAL SERVICES RELATIVE TO A PILOT AGGREGATION PROGRAM (NON-SC3 ACCOUNTS). Emmanuele**

**RES. NO. 63**

**J**

**AUTHORIZING AN EXTENSION OF AN INTERMUNICIPAL AGREEMENT WITH THE NEW YORK STATE OFFICE OF GENERAL SERVICES RELATIVE TO A PILOT AGGREGATION PROGRAM (SC3 LARGEST ACCOUNTS). Emmanuele**

**7. TABLED RESOLUTIONS**

**RES. NO. 297**

**A**

**AUTHORIZING THE DELETION OF ONE POSITION OF MAINTENANCE MAN AND THE CREATION OF ONE POSITION OF WATER & SEWER MAINTENANCE FOREMAN IN WATER SHOP DEPARTMENT AND AMENDING THE 2016 BUDGET TO REFLECT SAME. Tallarino**

**RES. NO. 49**

**G**

**AUTHORIZING BUDGETARY TRANSFER. Nolan**

**8. ADJOURNMENT**

RESOLUTION NO. 55

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH VARANO SUPER JUMP, INC. FOR AN AMOUNT NOT TO EXCEED \$499.00

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

WHEREAS, James W. Korpela, Director of Parks and Recreation for the City of Rome, New York has recommended that the City of Rome, New York, retain the services of Varano Super Jump, Inc., to conduct the City of Rome Easter Egg Hunt at City Hall's Griffio Square on Thursday, March 24, 2016 from 1:00 p.m. – 3:00 p.m. (rain date of Friday, March 25, 2016), at an amount not to exceed \$499.00; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, that the Mayor of the City of Rome is hereby authorized to enter into an agreement with Varano Super Jump, Inc., to conduct the City of Rome Easter Egg Hunt at City Hall's Griffio Square on Thursday, March 24, 2016 from 1:00 p.m. – 3:00 p.m. (rain date of Friday, March 25, 2016), at an amount not to exceed \$499.00.

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

AYES & NAYS: Mayor Izzo \_\_\_\_\_ Viscelli \_\_\_\_\_ Feeney \_\_\_\_\_  
Schmidt \_\_\_\_\_ Nolan \_\_\_\_\_

ADOPTED: DEFEATED:

RESOLUTION NO. 56

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH SCOTTY'S JUMP-N-FUN FOR AN AMOUNT NOT TO EXCEED \$1,950.00

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

WHEREAS, James W. Korpela, Director of Parks and Recreation for the City of Rome, New York has recommended that the City of Rome, New York, retain the services of Scotty's Jump-N-Fun, to conduct the Summer-End Carnival at Franklyn's Field on Thursday, August 11, 2016 from 10:00 a.m. – 4:00 p.m. (rain date of Friday, August 12, 2016), at an amount not to exceed \$1,950.00; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, that the Mayor of the City of Rome is hereby authorized to enter into an agreement with Scotty's Jump-N-Fun, to conduct the Summer-End Carnival at Franklyn's Field on Thursday, August 11, 2016 from 10:00 a.m. – 4:00 p.m. (rain date of Friday, August 12, 2016), at an amount not to exceed \$1,950.00.

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

AYES & NAYS: Mayor Izzo \_\_\_\_\_ Viscelli \_\_\_\_\_ Feeney \_\_\_\_\_  
Schmidt \_\_\_\_\_ Nolan \_\_\_\_\_

ADOPTED: DEFEATED:

RESOLUTION NO. 57

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH SCOTTY'S JUMP-N-FUN FOR AN AMOUNT NOT TO EXCEED \$1,950.00

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

WHEREAS, James W. Korpela, Director of Parks and Recreation for the City of Rome, New York has recommended that the City of Rome, New York, retain the services of Scotty's Jump-N-Fun, to conduct the Summer Kick-Off Carnival at Franklyn's Field on Friday, June 24, 2016 from 5:30 p.m. – 8:30 p.m. (John F. Kennedy Civic Arena is the secured rain location), at an amount not to exceed \$1,950.00; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, that the Mayor of the City of Rome is hereby authorized to enter into an agreement with Scotty's Jump-N-Fun, to conduct the Summer Kick-Off Carnival at Franklyn's Field on Friday, June 24, 2016 from 5:30 p.m. – 8:30 p.m. (John F. Kennedy Civic Arena is the secured rain location), at an amount not to exceed \$1,950.00.

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

AYES & NAYS: Mayor Izzo \_\_\_\_\_ Viscelli \_\_\_\_\_ Feeney \_\_\_\_\_  
Schmidt \_\_\_\_\_ Nolan \_\_\_\_\_

ADOPTED:

DEFEATED:

RESOLUTION NO. 58

AUTHORIZATION TO AMEND APPROVED PURCHASE ORDER  
AND VOUCHER SIGNERS LIST

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

WHEREAS, pursuant to Resolution 31, adopted by the Board of Estimate and Contract on February 11, 2016, an Approved Purchase Order and Voucher Signers List was established; and

WHEREAS, City Treasurer David C. Nolan has requested that said list be amended so as to reflect the addition of Matt Keller; now, therefore,

BE IT RESOLVED, by the City of Rome Board of Estimate & Contract that the City of Rome hereby amends the attached list of "Authorized Signers of Purchase Orders and Vouchers", which is made part of this Resolution, so as to reflect the addition of Matt Keller.

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

AYES & NAYS: Mayor Izzo \_\_\_\_\_ Viscelli \_\_\_\_\_ Feeney \_\_\_\_\_  
Schmidt \_\_\_\_\_ Nolan \_\_\_\_\_

ADOPTED: DEFEATED:

**Authorized Signers of Purchase Orders and Vouchers \*\***

**City of Rome**

DEPARTMENT	Name	Name	Name	Name
Administrative Services	Larry Daniello			
Animal Control	Jeanne Waite			
Assessor	Joe Surace	John Ross		
Central Maint	Fred Schmidt	Anthony Spina		
City Clerk	Louise Glasso			
Civil Service	Larry Daniello			
Codes	Mark Domenico	Dan Carpenter	Jean Grande	
Comm & Econ Development	Larry Daniello	Ed Seelig		
Common Council	Louise Glasso			
Corp Counsel	Gerard Feeney	Angela Twomey		
Electrical	Fred Schmidt	Jim Calandra		
Engineering	Fred Schmidt	Joe Guiliano	Matt Keller	
Fire	Ron Brement	James Kirk		
Info Tech	Larry Daniello			
Insurance	Larry Daniello			
Marketing	Jacqueline M. Izzo	Larry Daniello		
Mayor	Jacqueline M. Izzo	Larry Daniello		
Municipal Bldg	Fred Schmidt	Larry Daniello	Joe Guiliano	Matt Keller
Parking Authority	Fred Schmidt	Larry Daniello	Joe Guiliano	Matt Keller
Parks & Recreation	Ryan Hickey	Larry Daniello		
Police	Kevin Beach	Kevin Simons	Ed Stevens	
Public Safety	Frank Retrosi	Larry Daniello		
Public Works	Fred Schmidt	Joe Guiliano	Thomas Jones	Matt Keller
Records	Louise Glasso			
Shade Trees	Fred Schmidt	Joe Guiliano	Thomas Jones	Matt Keller
Sign Shop	Fred Schmidt	Pete Kieffer	Matt Keller	
Street Maint & Snow Removal	Fred Schmidt	Joe Guiliano	Thomas Jones	Matt Keller
Treasurer	Dave Nolan	Pasquale Lisandrelli	Denice Golden	
Water Filtration	Fred Schmidt	Tom Andrews	Rob Samuels	
Water Pollution	Fred Schmidt	Dave Marino	Rick Kenealy	
Water Shop	Fred Schmidt	Tony Nash	Matt Keller	
Service Fee Paymt Fund	Fred Schmidt			

**\*\*If no signers are otherwise available, the Mayor or City Treasurer can sign in their absence.**

RESOLUTION NO. 59

AUTHORIZATION TO ACQUIRE AN EASEMENT AT THE END OF WUETHRICH ROAD FROM JOSEPH R. FUSCO, III AND CASSANDRA M. FUSCO SO AS TO ALLOW THE CITY ACCESS TO THE CITY WATER LINE AND RELATED EQUIPMENT

By \_\_\_\_\_.

WHEREAS, Joseph R. Fusco, III and Cassandra M. Fusco ("Fusco") own real property located at the end of Wuethrich Road in the City of Rome, New York ("property"); and

WHEREAS, a section of City's water line runs across a portion of the Fusco property on Wuethrich Road in the City of Rome, New York; and

WHEREAS, the City of Rome desires access to the property for the purpose of accessing, repairing, modifying or otherwise maintaining the water line and related equipment on said property; and

WHEREAS, the members of the Public Works Committee of the Common Council of the City of Rome, along with Frederick Schmidt, Commissioner of the Department of Public Works, opine that it is in the City's best interest to acquire an easement at the end of Wuethrich Road from Fusco; and

WHEREAS, Joseph R. Fusco, III and Cassandra M. Fusco desire to grant an easement to the City of Rome for the sum of One and 00/100 Dollar (\$1.00); and

WHEREAS, said easement shall provide City with access to the Fusco property in order to repair, modify or otherwise maintain the water line and related equipment at the end of Wuethrich Road; now, therefore

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, that the Mayor is hereby authorized to enter into an Easement Agreement, and to execute any other necessary or appropriate documents, with Joseph R. Fusco, III and Cassandra M. Fusco in order to acquire an easement on the property at the end of Wuethrich Road, said easement being more specifically described in the attached description and map, which are both made part of this Resolution; and

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

AYES & NAYS: Mayor Izzo \_\_\_\_\_ Viscelli \_\_\_\_\_ Feeney \_\_\_\_\_  
Schmidt \_\_\_\_\_ Nolan \_\_\_\_\_

ADOPTED: DEFEATED:

# FUSCO WSO EASEMENT WEST AND EAST

Parcel No FUSCO WSO WEST AND EAST

File No FUSCO WSO WEST AND EAST

Property Address WUETHRICH ROAD

City ROME

County ONEIDA

State NY

Zip 13440

Owner CITY OF ROME

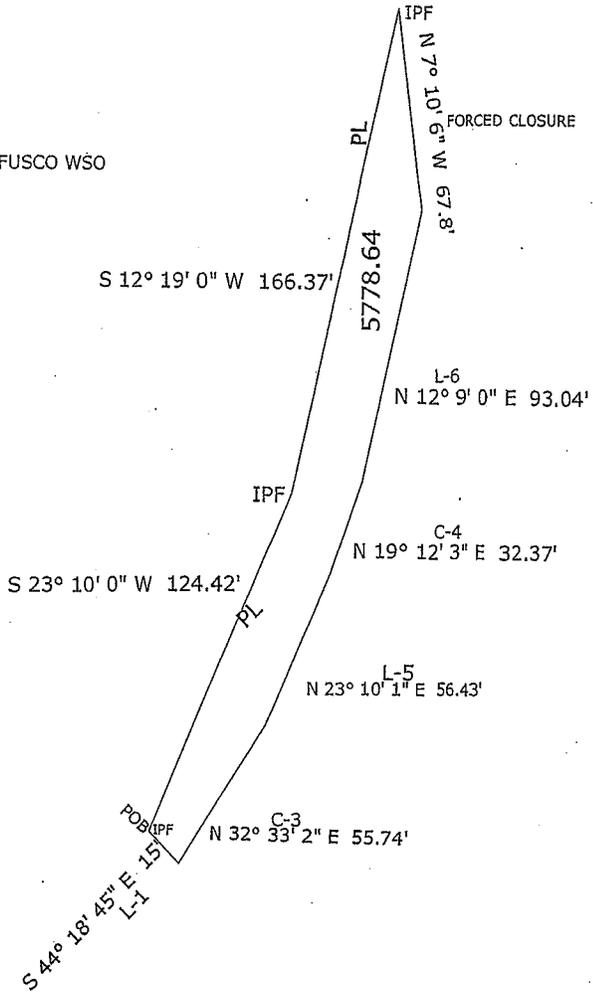
Client CITY OF ROME

Client Address 198 N. WASHINGTON STREET

Appraiser Name

PROPERTY @ FUSCO WSO EASEMENT ON FUSCO PROPERTY

EASEMENT TO INCLUDE FUSCO WSO



Scale: 1" = 61'

## AREA CALCULATIONS SUMMARY

Code	Description	Factor	Net Size	Perimeter	Net Totals
SITE	Subject Site	1.00	5778.64	611.2	5778.64
Net SITE Area			(rounded w/ factors)		5779

Comment Table 1	
Comment Table 2	Comment Table 3

# SURVEY ADDENDUM

Parcel No FUSCO WSO WEST AND EAST

File No FUSCO WSO WEST AND EAST

Property Address WUETHRICH ROAD

City ROME

County ONEIDA

State NY

Zip 13440

Owner CITY OF ROME

Client CITY OF ROME

Client Address 198 N. WASHINGTON STREET

Appraiser Name

## Subject Site

Beginning at a point of the Tract described by Metes and Bounds as follows:

- THENCE South 12° 19' 0" West, a distance of 166.37 Feet;
- THENCE South 23° 10' 0" West, a distance of 124.42 Feet;
- THENCE South 44° 18' 45" East, a distance of 15.00 Feet;
- THENCE North 32° 33' 2" East, a distance of 55.74 Feet;
- THENCE North 23° 10' 1" East, a distance of 56.43 Feet;
- THENCE North 19° 12' 3" East, a distance of 32.37 Feet;
- THENCE North 12° 9' 0" East, a distance of 93.04 Feet;
- THENCE North 7° 10' 6" West, a distance of 67.80 Feet to point of beginning;

Said tract containing 0.13 acres (5778.64 sf) of land, more or less.

Perimeter = 611.17 Feet

No significant error of closure.

METES AND BOUNDS

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**FUSCO WSO EASEMENT WEST AND EAST**

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COMMENCING AT AN IRON PIN FOUND WHERE THE NORTHWESTERLY MARGIN OF WUETHRICH ROAD INTERSECTS THE NORTHEASTERLY END OF SAID WUETHRICH ROAD AND THE POINT OF BEGINNING; THENCE S 44° 18' 45" E 15 FEET + - TO A POINT, THENCE N 32° 33' 02" E 55.74 FEET + - TO A POINT, THENCE N 23° 10' 01" E 56.43 FEET + - TO A POINT, THENCE N 19° 12' 03" E 32.37 FEET + - TO A POINT, N 12° 09' 00" E 93.04 FEET + - TO A POINT, N 7° 10' 06" W 67.8 FEET + - TO AN IRON PIN FOUND, THENCE S 12° 19' 00" W 166.37 FEET + - TO AN IRON PIN FOUND, THENCE S 23° 10' 00" W 124.42 FEET TO AN IRON PIN FOUND AND THE POINT OF BEGINNING.

CONTAINING 0.13 ACRES + - OF LAND.

THE PREMISES HEREBY CONVEYED ARE SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND RIGHTS OF WAY OF RECORD.

WUEHRICH ROAD

Existing Street Boundary

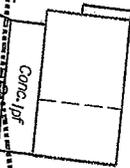
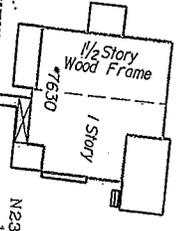
Edge of Pavement

Edge of Pavement

POINT of BEGINNING

POB

(Northernly Boundary  
Wuehrich Road)



Asphalt

Ingress, Egress Easement East

Line/Curve No.	Direction	Distance
L-1	N44°18'45"W	151.9'
C-1	R-383.70'	C-512.4' N32°35'03"E
L-2	N23°10'0"E	54.74'
C-2	R-375.63'	C-30.32' N19°13'53"E
L-3	N12°09'00"E	100.66'
L-4	S49°03'46"E	17.12'

Ingress, Egress Easement (West)

Line/Curve No.	Direction	Distance
L-1	N44°18'45"W	150.0'
C-1	R-383.70'	C-512.4' N32°35'03"E
L-2	N23°10'0"E	54.74'
C-2	R-375.63'	C-30.32' N19°13'53"E
L-3	N12°09'00"E	100.66'
L-4	S49°03'46"E	17.12'

Area= 3,490.4 ± sq.ft. or 0.080 ± acre

Ingress, Egress Easement (East)

Line/Curve No.	Direction	Distance
C-3	R-398.70'	C-55.74' N32°33'02"E
L-5	N23°10'0"E	56.43'
C-4	R-390.63'	C-32.27' N19°12'03"E
L-6	N12°09'00"E	93.04'
L-7	S49°03'46"E	17.12'
L-8	S12°09'00"W	85.40'
C-5	R-405.63'	C-34.44' S19°10'19"W
L-9	S23°10'0"W	56.60'
C-6	R-413.70'	C-61.61' S32°49'11"W
L-10	N44°18'45"W	151.4'

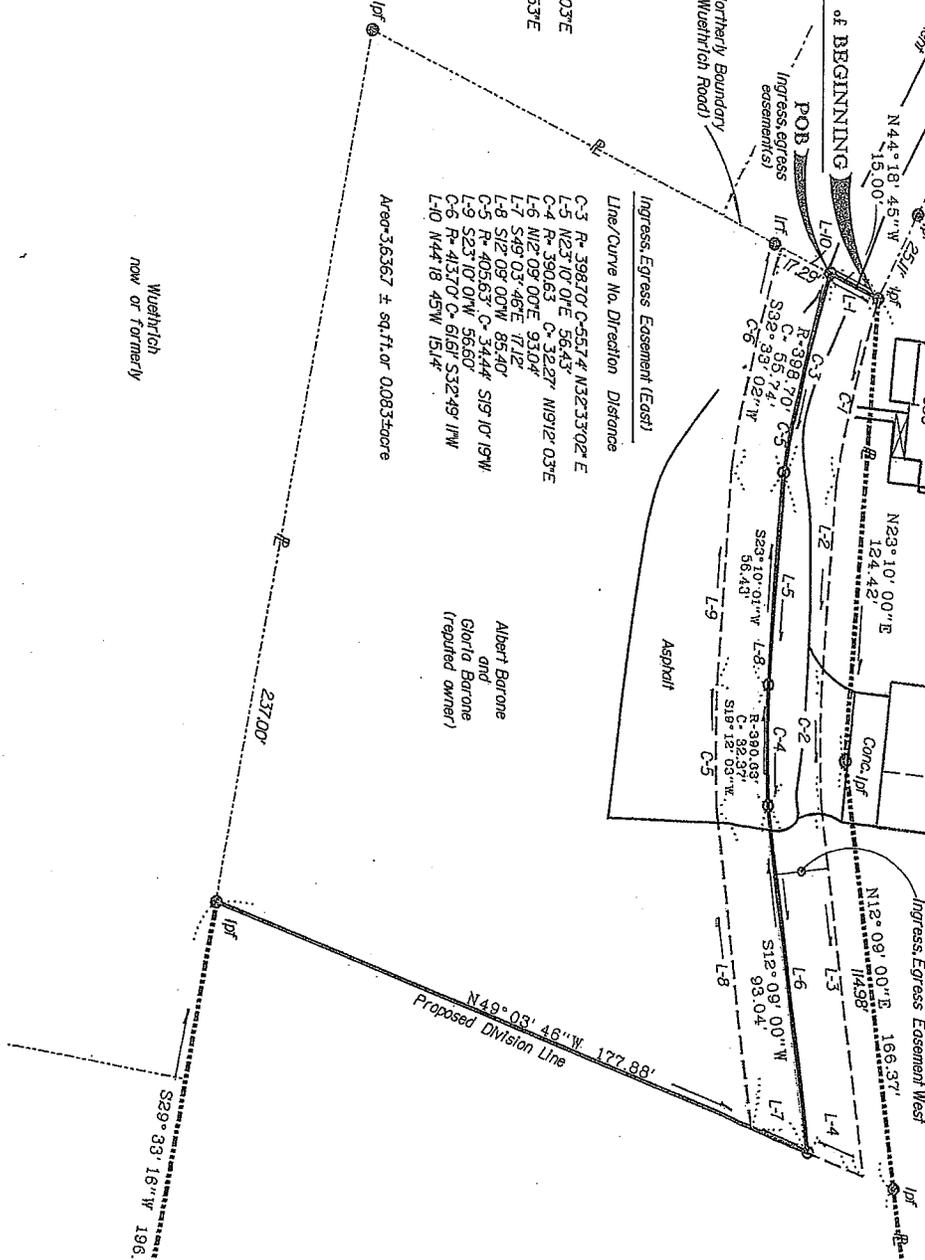
Albert Barone  
and  
Gloria Barone  
(reputed owner)

Area= 3,636.7 ± sq.ft. or 0.083 ± acre

Wuehrich  
now or formerly

Proposed Division Line  
N49°03'46"W 177.88'  
S29°33'18"W 196'

237.00'



PERMANENT EASEMENT AGREEMENT

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between Joseph Fusco, III and Cassandra Fusco (collectively "Fusco"), residing at 7629 Wuethrich Road, Rome, NY, 13440, hereinafter collectively referred to as the Grantor, and the City of Rome ("City"), a municipal corporation with a principle place of business at Rome City Hall, 198 North Washington Street, Rome, NY 13440, hereinafter referred to as Grantee;

WHEREAS, the Grantee is currently extending the Grantee's water system through the Northwest Rome Water Expansion Project ("Project"); and

WHEREAS, new water mains have been installed in Rome in connection with said Project; and

WHEREAS, a section of water main has been installed across a portion of the Grantor's property at 7629 Wuethrich Road, Tax Map No. 221.000-0001-047, in the City of Rome, New York; and

WHEREAS, Grantee desires access to the Grantor's property on Wuethrich Road for the purpose of accessing, constructing, repairing, modifying or otherwise maintaining the water main and related equipment on said property; and

WHEREAS, Grantor desires to grant the requested access to City; and

NOW, THEREFORE, it is mutually agreed as follows: For the sum of one dollar (\$1.00) and other good and valuable consideration, the Grantor hereby grants and conveys unto the Grantee a permanent easement over, across and under a portion of Grantor's land on Wuethrich Road, which shall run with the land and be forever binding on Grantor, his heirs, executors, successors and assigns. Said easement shall be used by

the Grantee for the purpose of accessing, constructing, repairing, modifying or otherwise maintaining the water main and related equipment on said property; together with the right of the Grantee, and its assigns, to construct, repair, modify or otherwise maintain the said water main and related equipment using whatever equipment is reasonably necessary, including motorized heavy equipment. The Grantor covenants that the Grantor, his heirs, executors, successors and/or assigns shall not construct any permanent structure within the bounds of the easement and shall never block, barricade, fence or in any other way hinder or obstruct the lawful access to the water main and related equipment by the Grantee. Grantee covenants that, in the event Grantee needs to access the property in order do work on the water main and/or related equipment, the Grantee will at all times use its best efforts to restore said property to the state it was in before Grantee entered on to it.

This Easement Agreement represents the full agreement between the parties and does not create any additional obligations, duties, responsibilities or liabilities on the part of the Grantee relative to the Grantor or the property that is the subject of this agreement.

The area encumbered by the said easement is depicted and fully described on the map and description, which is attached hereto as Exhibit A and made a part hereof. That being a portion of the land conveyed to Joseph Fusco, III and Cassandra Fusco by deed dated \_\_\_\_\_ and recorded in the Oneida County Clerk's Office on \_\_\_\_\_ in Book 2009 at page 4057.

- The remainder of this page is intentionally left blank. -

In witness whereof, the parties hereto have set their hands and seals the day and year first above written.

By: \_\_\_\_\_  
**Joseph R. Fusco, III**

\_\_\_\_\_  
**Cassandra Fusco**

The City of Rome, New York

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

STATE OF NEW YORK    )  
COUNTY OF ONEIDA    ) ss.:

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

\_\_\_\_\_  
Notary Public - State of New York

STATE OF NEW YORK     )  
COUNTY OF ONEIDA    ) ss.:

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

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Notary Public - State of New York

STATE OF NEW YORK     )  
COUNTY OF ONEIDA    ) ss.:

On the \_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared Jacqueline M. Izzo, Mayor, City of Rome, New York, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed this instrument.

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Notary Public - State of New York

RESOLUTION NO. 60

AMENDING RESOLUTION NO. 22A ADOPTED JANUARY 28, 2016 REGARDING A  
REHABILITATION AGREEMENT RELATIVE TO THE FORMER BEAVER  
CREEK GOLF COURSE TO INCLUDE A 5% DOWN PAYMENT

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

WHEREAS, the Board of Estimate and Contract of the City of Rome, pursuant to Resolution No. 22A adopted January 28, 2016, authorized the Mayor to enter into a rehabilitation agreement with Richard and Shelby Fox for the rehabilitation of said property located at the former Beaver Creek Golf Course, Rome, New York, known as Tax Map Nos. 203.000-0001-032.002, 203.000-0001-032.001 and 203.000-0001-026; and

WHEREAS, Richard and Shelby Fox submitted a proposal to purchase and rehabilitate the property located at the former Beaver Creek Golf Course, known as Tax Map Nos. 203.000-0001-032.002, 203.000-0001-032.001 and 203.000-0001-026, which said proposal was recommended for approval by the Real Property Committee; and

WHEREAS, said proposal called for Richard and Shelby Fox to make a down payment of 25% of the total purchase price; and

WHEREAS, the Board of Estimate and Contract of the City of Rome considered said proposal and, pursuant to Resolution No. 22A adopted January 28, 2016, authorized the Mayor to enter into an agreement with Richard and Shelby Fox for the rehabilitation and sale of the above described property; and

WHEREAS, Mark Domenico, Chief Code Enforcement Officer for the City of Rome, New York, has opined that in order to accommodate for the up-front investment in the property being made by Richard and Shelby Fox and to facilitate the rehabilitation of the property located at the former Beaver Creek Golf Course, it is in the City's best interest to reduce the previously proposed down payment to 5% of the total purchase price; and

WHEREAS, the Real Property Committee of the City of Rome recommends accepting a 5% down payment from Richard and Shelby Fox; now, therefore

BE IT RESOLVED, that Resolution No. 22A, adopted January 28, 2016, be and is hereby amended to reflect the inclusion of the term that the City will accept a down payment of 5% of the total purchase price from Richard and Shelby Fox as part of the rehabilitation agreement with the City of Rome; and

BE IT FURTHER RESOLVED, by the City of Rome Board of Estimate and Contract, that the remainder of Board of Estimate and Contract Resolution No. 22A, adopted January 28, 2016, shall remain as originally set forth.

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

AYES & NAYS: Mayor Izzo \_\_\_\_\_ Viscelli \_\_\_\_\_ Feeney \_\_\_\_\_  
Schmidt \_\_\_\_\_ Nolan \_\_\_\_\_

ADOPTED: DEFEATED:

RESOLUTION NO. 61

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH CUMMINS NORTHEAST FOR AN AMOUNT NOT TO EXCEED \$4,440.98

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

WHEREAS, Santino Emmanuele, Purchasing Agent for the City of Rome, has recommended that the City of Rome, New York, retain the services of Cummins Northeast, for planned maintenance on 7 Onan Emergency Generator Units, at an amount not to exceed \$4,440.98; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, that the Mayor of the City of Rome is hereby authorized to enter into an agreement with Cummins Northeast and/or any subsidiaries, affiliates and related entities controlled or owned by Cummins Northeast, for planned maintenance on 7 Onan Emergency Generator Units, at an amount not to exceed \$4,440.98 (\$1,710.01 + \$2,730.97), pursuant to the attached Planned Maintenance Agreement, submitted on February 29, 2016.

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

AYES & NAYS: Mayor Izzo \_\_\_\_\_ Viscelli \_\_\_\_\_ Feeney \_\_\_\_\_  
Schmidt \_\_\_\_\_ Nolan \_\_\_\_\_

ADOPTED:

DEFEATED:



**Northeast**

**PLANNED MAINTENANCE AGREEMENT  
DIESEL/GAS/GASO CRITICAL SUPPORT EQUIPMENT**

This maintenance agreement is entered into by Cummins Northeast, LLC., and the equipment owner named for the purpose of maintaining the emergency standby generating set(s) and/or associated equipment as listed below in the best possible operating condition. This will minimize the necessity of emergency attention, thus assuring efficient upkeep practices by trained technical personnel at a minimal cost.

Upon acceptance of this agreement, Cummins Northeast, LLC will render service on this equipment. It will be inspected **Annually** during regular business hours each year while this agreement is in effect. These inspections are tentatively scheduled for **June (FS)** and will include the items listed on the enclosed inspection check lists (these may vary in detail depending on your exact equipment specification).

It is the purpose of this inspection to repair and put the equipment back into good running condition if it requires such. For this purpose, any parts required, not specifically mentioned above, and any additional travel time and/or labor to install these parts will be charged to the generating set owner at PM agreement holder's discounted rates. The charge for this service will be as follows:

<u>Manufacturer</u>	<u>Model No.</u>	<u>Serial No.</u>	<u>Location</u>	<u>Annual Rate</u>
ONAN	DGFA	A910365305	Building 21	\$ 506.55
ONAN	DGHE	A040595781	Lampher Rd.	379.68
ONAN	EML	H890263131	Martin St.	367.31
ONAN	DYJ	I074878626	Railroad St.	456.47
			Total	\$ 1,710.01

Demand service between regular inspections will be provided during regular business hours at PM agreement holder's discounted rates for parts and labor plus the established traveling charges from the shop to the location of the generating set. It is understood that this agreement does not include any parts, labor, or traveling expenses other than those specifically mentioned above. It does not include expenses to repair damage caused by abuse, accident, theft, acts of a third person, forces of nature, or altering of the equipment.

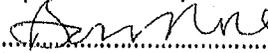
Cummins Northeast, LLC. shall not be held responsible or liable for any loss, damage, detention or delay caused by strike, lockouts, fire, explosion, theft, acts of God, riots, civil commotion, malicious mischief, or by any cause beyond its reasonable control. Whether or not the same herein specified, and in any event, it shall not be liable for consequential damages, no work, service, or liability on the part of Cummins Northeast, LLC., other than that mentioned specifically herein is included or intended. This agreement becomes effective upon signature.

Upon credit approval, the agreement will be invoiced to be due within thirty (30) days. This agreement is not assignable without the consent of Cummins Northeast, LLC. The agreement is to run from May 1, 2016 until April 30, 2017.

Signed: Rome Waste Water Our Ref: 68304

CUMMINS NORTHEAST, LLC.

By.....



Authorized Signature  
Address: 198 N. Washington Street  
Rome, NY 13440

Bonnie More  
PM Administrator

P.O. # (if needed).....

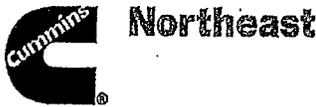
Date.....

Date.....February 29, 2016.....

**Bonnie More**  
PM Administration

Cummins Northeast, LLC  
6193 Eastern Ave  
Syracuse, NY 13211

Phone 315-410-7513  
Fax 315-437-6596  
www.cumminsnortheast.com  
Bonnie.L.More@cummins.com



**PLANNED MAINTENANCE AGREEMENT  
DIESEL/GAS/GASO CRITICAL SUPPORT EQUIPMENT**

This maintenance agreement is entered into by Cummins Northeast, LLC., and the equipment owner named for the purpose of maintaining the emergency standby generating set(s) and/or associated equipment as listed below in the best possible operating condition. This will minimize the necessity of emergency attention, thus assuring efficient upkeep practices by trained technical personnel at a minimal cost.

Upon acceptance of this agreement, Cummins Northeast, LLC will render service on this equipment. It will be inspected **Semi-Annually** during regular business hours each year while this agreement is in effect. These inspections are tentatively scheduled for **June (Full Service)** and **December (Inspection)** and will include the items listed on the enclosed inspection check lists (these may vary in detail depending on your exact equipment specification).

It is the purpose of this inspection to repair and put the equipment back into good running condition if it requires such. For this purpose, any parts required, not specifically mentioned above, and any additional travel time and/or labor to install these parts will be charged to the generating set owner at PM agreement holder's discounted rates. The charge for this service will be as follows:

Manufacturer	Model No.	Serial No.	Location	Annual Rate
ONAN	DFCB	F040654387	High Level	\$ 949.86
ONAN	DFCE	F040654385	Low Level	949.86
ONAN	DGFA	F040652015	RT 46	831.25
<b>Total</b>				<b>\$ 2,730.97</b>

Demand service between regular inspections will be provided during regular business hours at PM agreement holder's discounted rates for parts and labor plus the established traveling charges from the shop to the location of the generating set. It is understood that this agreement does not include any parts, labor, or traveling expenses other than those specifically mentioned above. It does not include expenses to repair damage caused by abuse, accident, theft, acts of a third person, forces of nature, or altering of the equipment.

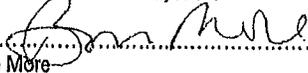
Cummins Northeast, LLC. shall not be held responsible or liable for any loss, damage, detention or delay caused by strike, lockouts, fire, explosion, theft, acts of God, riots, civil commotion, malicious mischief, or by any cause beyond its reasonable control. Whether or not the same herein specified, and in any event, it shall not be liable for consequential damages, no work, service, or liability on the part of Cummins Northeast, LLC., other than that mentioned specifically herein is included or intended. This agreement becomes effective upon signature.

Upon credit approval, the agreement will be invoiced to be due within thirty (30) days. This agreement is not assignable without the consent of Cummins Northeast, LLC. The agreement is to run from **May 1, 2016** until **April 30, 2017**.

Signed: Rome Waste Water Our Ref: 68304

**CUMMINS NORTHEAST, LLC.**

By.....

  
.....

Authorized Signature  
Address: 198 N. Washington Street  
Rome, NY 13440

Bonnie More  
PM Administrator

P.O. # (if needed).....

Date.....

Date.....February 29, 2016.....

**Bonnie More**  
PM Administration

Cummins Northeast, LLC  
6193 Eastern Ave  
Syracuse, NY 13211

Phone 315-410-7513  
Fax 315-437-6596  
www.cumminsnortheast.com  
Bonnie.L.More@cummins.com



## The Benefits of Using Cummins Northeast, LLC

Cummins Northeast, LLC offers unparalleled service to our customers.

We provide:

- Factory Trained and Certified Technicians that can maintain and repair equipment from multiple manufactures.
- 24 hours a day, seven days a week, 365 days a year availability
- Generator Rental Fleet up to 2000 kW (Note: Discount pricing for our Planned Maintenance customers).
- Response time to an emergency within 4 hours (Some exceptions apply in certain locations - see your PM Sales and Road Service Administrator for details).

All parts used by Cummins Northeast, LLC are genuine Cummins, Onan, and Fleetguard.

For those customers that sign a Planned Maintenance Agreement: 10% discount on parts and labor. We also extend a special reduced mileage rate for follow up repairs.

## Emergency Power Generation Rental Solutions

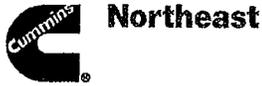
Cummins Rental Power offers reliable, cost-effective, temporary power generation solutions for long term, short term, and emergency rentals. We have state-of-the-art mobile generators featuring Power Command controls with Amp Sentry protection, ranging from 100 kW to 2000 kW. Our generators offer a voltage range of 277/480V 3-phase, 120/208V 3-phase, or 120/240V 1-phase, and are hospital-grade sound attenuated.

Our mobile generator units are rented on an as-needed/as available basis, and can be delivered at a moment's notice, pending Credit approval. Each rental agreement includes terms and additional costs tailored to meet the needs of each individual customer. We can also offer no-cost assistance with Emergency Preparedness planning, or provide discounted, budget friendly, long-term contingency rentals (six-month or more commitment required).

Whatever your temporary power generation needs might be, you can depend on Cummins Rental Power for reliable, commercial-grade electrical power, available 24 hours a day, 7 days a week, and 365 days a year.

Please feel free to contact our Rental Coordinator if you have any questions, need a quotation, or require assistance with any of your power generation needs:

Paola Moore  
(781) 801-1757  
[paola.moore@cummins.com](mailto:paola.moore@cummins.com)



## Check Points for Annual Full Service Inspection

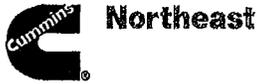
- Battery condition including cleaning of the terminals and adding water, if needed
- Battery charger operation and charge rate, adjustment if necessary
- Replacement of lubrication oil and filters
- Perform oil analysis (If applicable)
- Disposal of waste oil and filters
- Replacement of fuel filters
- Replacement of water filters
- Inspection of coolant hoses, lubricant and fuel line hoses
- Test coolant system inhibitor level (coolant sample analysis)
- Test antifreeze protection level
- Inspect water pump and all belts
- Visually inspect fuel plumbing and fuel tank
- Inspect air filter and intake system
- Inspect exhaust system
- Functional testing of engine, generator set, including shutdowns, alarms and crank cycling
- Adjustment of engine governor and voltage regulator, if necessary
- Recording and verifying unit is running with proper temperature, pressures, and engine speed
- Check engine operation noting any unusual conditions of performance
- Function testing of automatic transfer switch, switchgear and/or annunciator, if possible (same location / on site)
- Check generator brushes and slip ring (if applicable), stator, lead splices, and circuit breaker
- Inspection of block heater and hoses



**Northeast**

## Check Points for Minor Inspections

- Battery condition including cleaning of the terminals and adding water, if needed
- Battery charger operation and charge rate, adjustment if necessary
- Inspection of coolant hoses, lubricant and fuel line hoses
- Test coolant system inhibitor level
- Test antifreeze protection level
- Inspect water pump and all belts
- Visually inspect fuel plumbing and fuel tank
- Inspect air filter and intake system
- Inspect exhaust system
- Functional testing of engine, generator set, including shutdowns, alarms and crank cycling
- Adjustment of engine governor and voltage regulator, if necessary
- Recording and verifying unit is running with proper temperature, pressures, and engine speed
- Check engine operation noting any unusual conditions of performance
- Function testing of automatic transfer switch, switchgear and/or annunciator, if possible (same location / on site)
- Check generator brushes and slip ring (if applicable), stator, lead splices, and circuit breaker
- Inspection of block heater and hoses



## Emergency & Scheduled Service Rates

Cummins Northeast offers emergency service on a time and material basis.

Qualified technicians around the clock; Seven days a week 24 hour availability

Fleet of stocked service vehicles to ensure minimum downtime

Response time to an emergency within 4 hours

10% discount off of parts & labor for emergency or follow up repairs & discounted mileage rate

### LABOR RATES AS OF September 28, 2015

	<b>RATE:</b>	<b>Rate with PM contract:</b>
M – F 7 am to 5 pm	\$130.00/hr	\$117.00/hr
Off hours/weekends/holidays	\$160.00/hr	\$144.00/hr

Mileage will be at \$2.00 per mile  
With a PM Agreement, \$1.75 per mile

### **RATES SUBJECT CHANGE WITHOUT NOTICE**

\*Minimum 4 hour call out charges may apply

\*\*Normal Hours of Operation are Monday thru Friday 7 am to 5 pm;  
Overtime hours start after 5pm and include weekends and holidays

### Calling For Emergency Service

Cummins Northeast, LLC. has service technicians on call 24 hours a day, seven days a week, 365 days a year. To place a service call, contact the Syracuse office at 315-437-2751. The phone number is answered 24 hours a day, seven days a week.

RESOLUTION NO. 62

AUTHORIZING AN EXTENSION OF AN INTERMUNICIPAL AGREEMENT WITH THE NEW YORK STATE OFFICE OF GENERAL SERVICES RELATIVE TO A PILOT AGGREGATION PROGRAM (NON-SC3 ACCOUNTS)

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

WHEREAS, the New York State Office of General Services previously approached the City of Rome with a proposal to take part in its pilot electric aggregation program for political subdivisions, whereby the City would purchase electricity from the Office of General Services as a New York Public Service Commission and utility energy service company, and the City of Rome desired to participate in same; and

WHEREAS, the Common Council of the City of Rome, New York, by Resolution No. 211 adopted January 9, 2013, authorized the Mayor of the City of Rome to enter into an intermunicipal agreement with the New York State Office of General Services relative to said pilot electric aggregation program; and

WHEREAS, the Board of Estimate and Contract of the City of Rome, New York authorized said contract and has since authorized extensions upon mutual agreement of the parties to extend said intermunicipal agreement— and doing so remains in the City of Rome’s best interest; and

WHEREAS, Santino Emmanuele, Purchasing Agent for the City of Rome, has advised the Board of Estimate and Contract that it would be in the City’s best interest to extend Contract No. X003557, which pertains to the City’s smaller accounts, pursuant to the attached “Electricity Sales Agreement” and supporting documentation, which is attached hereto and made part of this Resolution; now, therefore,

BE IT RESOLVED, that the Mayor of the City of Rome, New York, is hereby authorized to extend the intermunicipal agreement with the New York State Office of General Services, for the pilot aggregation program covering National Grid’s Non-SC3 (smaller) electricity accounts, for a period to commence on March 31, 2016 and terminate no later than on the last meter read which shall occur on or before July 31, 2019.

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

AYES & NAYS: Mayor Izzo \_\_\_\_\_ Viscelli \_\_\_\_\_ Feeney \_\_\_\_\_  
Schmidt \_\_\_\_\_ Nolan \_\_\_\_\_

ADOPTED: DEFEATED:



**Office of  
General Services**

**ANDREW M. CUOMO**  
Governor

**ROANN M. DESTITO**  
Commissioner

January 21, 2016

**VIA EMAIL**

City of Rome  
198 N. Washington Street  
Rome, New York 13440

**Re: Electricity Sales Agreement – Contract No. X003557**

Dear Sir or Madam:

I am writing with respect to amending the Electricity Sales Agreement (ESA), Contract No. X003557, dated July 8, 2014 and approved by the Office of the State Comptroller October 27, 2014, between the New York State Office of General Services (OGS) and City of Rome (Customer). All capitalized terms referenced herein shall have the meaning ascribed to them in the Agreement.

Whereas, the Parties entered into the ESA pursuant to which OGS would supply and the Customer would purchase electricity and be invoiced by the local electric utility.

Whereas, Paragraph 14 of the ESA provides for amendment by a written instrument executed by both Parties.

Whereas, the original ESA was amended by a letter dated February 10, 2015 and approved by the Office of the State Comptroller April 9, 2015.

Whereas, the Term of the ESA as set forth in the February 10, 2015 amendment, "terminates no later than on the last meter read which shall occur on or before March 31, 2016," and the Parties now desire to extend the Term.

Therefore, the parties agree the Term of the ESA as set forth in the February 10, 2015 amendment letter is amended to read as follows:

**2. Term.** The Term of this Agreement shall be from the effective date described in the General Provisions paragraph E, and terminates no later than on the last meter read which shall occur on or before July 31, 2019.

The remaining sentences in the February 10, 2015 amendment are unchanged and continue in full force and effect.

The terms and conditions of the ESA, with the exceptions of the modifications in this amendment letter and the amendment letter dated February 10, 2015, are unchanged and continue in full force and effect.

This letter agreement may be executed in one or more counterparts, each one of which may be considered an original, but all of which together shall constitute one and the same agreement. Except as expressly set forth in this letter agreement, the ESA remains unmodified.

This agreement is subject to, and contingent upon approval, by the Office of the New York State Comptroller.

Please confirm the City of Rome's agreement and acceptance to the foregoing by signing in the space provided below and returning a copy to the State.

Very truly yours,

**State of New York**

By: Brian C. Matthews  
Chief Financial Officer

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

Agreed to and accepted,

**City of Rome**

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

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

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

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

STATE OF NEW YORK                    )  
COUNTY OF \_\_\_\_\_            ) SS.:

On \_\_\_\_\_, 2016 before me personally came \_\_\_\_\_, to me known to be the individual described in the foregoing instrument in his/her capacity as \_\_\_\_\_, of the City, described in and which executed the foregoing instrument, who being duly sworn did acknowledge that he/she executed same on behalf of, and that he/she is authorized to execute same on behalf of, the aforementioned municipal corporation.

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

APPROVED AS TO FORM:  
Office of the New York State Attorney General

APPROVED BY:  
Office of the State Comptroller

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

V:\LegalServices\Energy Issues\Municipal purchase from OGS\Elect Sales Agrmnts-NatGrid bill\Rome 2-NatGrid  
bill\Extensions\Amendment to Agreement for Electricity Sales - City of Rome2 Jan 2016.docx

# **NON-SC3 (SMALLER) ACCOUNTS**

This Confirmation is made a part of, and pursuant to terms of, the Electricity Sales Agreement between Seller and Customer identified herein.

**Seller:** New York State Office of General Services  
**Name, Address and e-mail For Notices:**

Stephen Starowicz  
 Corning Tower, 40th Floor  
 Empire State Plaza  
 Albany, NY 12242  
 Stephen.Starowicz@ogs.ny.gov

**Customer:**  
**Name, Address and e-mail For Notices:**  
 Donna Piekarski  
 Purchasing Agent  
 198 N. Washington St.  
 Rome, NY 13440  
 dpiekarski@romectry.gov.com

**DELIVERY POINT:** This will be NYISO Bus ID

**BILLING:** EU Single Billing will apply

**SEE Paragraph 3. of Electricity Sales Agreement. "Price and Quantity / Amount Due"**  
 Amount Due from Customer to EU per Billing cycle = Quantity times Price

**QUANTITY:** All Billing Cycle usage associated with the accounts listed below, as determined by the Local Electric Utility (EU), and adjusted by Seller to include all EU and NYISO losses.

**Price:** Shall be computed as the sum of the components described below (1+2)  
**Example:** Price = (Components 1+2)

ENERGY PRICING: #1	For each billing cycle, Customer shall pay the National Grid Electric Supply Cost/KWh.	
ADMINISTRATIVE ADDRESS: #2	For each Billing Cycle, Customer shall initially pay on Administrative Address of \$ .00105/kWh increased or decreased by any subsequent FCA/kWh adjustments made in accordance with the Agreement. See the definition of Administrative Address in the Electricity Sales Agreement.	
DELIVERY PERIOD:	The Delivery Period for each Account shall begin on the first meter read occurring on or after execution of this Confirmation by both Parties and subject to the applicable utility's confirmation of enrollment with Seller. The Delivery Period shall continue through the last meter read after 03/31/2015.	
ACCOUNTS:	Utility account #	Service Address
	1 9377804119	0 S JAMES ST, *BRDG LITE, ROME NY 13440
	2 4629129008	0 STANWIX ST ROME NY 13440
	3 2892547109	0 TANNERY RD ROME NY 13440
	4 2972547114	7776 TANNERY RD ROME NY 13440
	5 3189041006	0 E WHITESBORO ST, PARK BRIDGE LGHTS ROME NY 13440
	6 746368105	0 PENNYSTREET RD ROME NY 13440
	7 766368101	0 WRIGHT SETTLEMENT RD ROME NY 13440
	8 959399014	0 E GARDEN ST *FLT ROME NY 13440
	9 3793552018	0 E BLOOMFIELD ST *FLT ROME NY 13440
	10 4072546102	0 N GEORGE ST ROME NY 13440
	Rate Class	
	005 Electric SC2	



61	5635174109	158 BLACK RIVER BLVD ROME NY 13440	013 Electric SC2D
62	8196379216	207 N JAMES ST ROME NY 13440	013 Electric SC2D
63	9411353108	6599 MARTIN ST ROME NY 13440	013 Electric SC2D
64	1197603107	0 N GEORGE ST ROME NY 13440	013 Electric SC2D
65	1937603105	0 N JAMES ST ROME NY 13440	013 Electric SC2D
66	8797603106	0 N JAMES ST ROME NY 13440	013 Electric SC2D
67	9395171104	0 6TH ST ROME NY 13440	013 Electric SC2D
68	1557603103	500 W EMBARGO ST ROME NY 13440	013 Electric SC2D
69	275168100	0 STOKES LEE CTR RD LEE CENTER NY 13363	013 Electric SC2D
70	775166103	0 FISH CREEK DAM TABERG NY 13471	013 Electric SC2D
71	691394104	425 MATHEW ST ROME NY 13440	013 Electric SC2D
72	4475174106	1100 RAILROAD ST ROME NY 13440	013 Electric SC2D
73	4775178100	5862 ROME NEW LONDON RD ROME NY 13440	013 Electric SC2D
74	5775174103	140 ERIE BLVD E ROME NY 13440	013 Electric SC2D
75	8197604101	6305 S JAMES ST, MARTIN ST PUMP STATTI ROME NY 13440	013 Electric SC2D
76	183098026	6216 LAMPHEAR RD ROME NY 13440	013 Electric SC2D
77	4214975107	0 PENNYSTREET RD ROME NY 13440	013 Electric SC2D
78	4234975103	8113 PHILLIPS RD -PUMP ROME NY 13440	013 Electric SC2D
79	6125163104	0 8TH ST *POOL ROME NY 13440	013 Electric SC2D
80	215162100	0 PALMER RD TABERG NY 13471	Lighting
81	2033882103	0 INSIDE, DISTRICT 1 ROME NY 13440	Lighting
82	2053882109	0 INSIDE, VAL VW MANOR 2 ROME NY 13440	Lighting
83	2073882105	0 INSIDE, OVERHILL TERR 3 ROME NY 13440	Lighting
84	2093882101	0 INSIDE, GLENDALE MANOR 4 ROME NY 13440	Lighting
85	2113882109	0 INSIDE, BROOKSIDE URBOS ROME NY 13440	Lighting
86	2133882105	0 INSIDE, WINFIELD URD6 ROME NY 13440	Lighting
87	3413879109	0 INSIDE, INSIDE LINE 11 ROME NY 13440	Lighting
88	9233880106	0 DOWNTOWN URBAN R, DOWNTOWN URBAN RENEW ROME NY 13440	Lighting
89	4627118007	0 E CHESTNUT ST *LTE, SC#3 LIGHTING ROME NY 13440	Lighting
90	17150006	0 TRAFFIC SIGNAL, LOC ID 5630283426 ROME NY 13440	Signals
91	73142006	0 TRAFFIC SIGNAL, LOC ID 5630283428 ROME NY 13440	Signals
92	185057005	0 TRAFFIC SIGNAL, LOC ID 5630283429 ROME NY 13440	Signals
93	213144006	0 TRAFFIC SIGNAL, LOC ID 5630283412 ROME NY 13440	Signals
94	339084607	0 TRAFFIC SIGNAL, LOC ID 5630283461 ROME NY 13440	Signals
95	367032006	0 TRAFFIC SIGNAL, LOC ID 5630283411 ROME NY 13440	Signals
96	367139008	0 TRAFFIC SIGNAL, LOC ID 5630283470 ROME NY 13440	Signals
97	465002000	0 TRAFFIC SIGNAL, LOC ID 5630283320 ROME NY 13440	Signals
98	493046603	0 TRAFFIC SIGNAL, LOC ID 5630283322 ROME NY 13440	Signals
99	801049007	0 TRAFFIC SIGNAL, LOC ID 5630283314 ROME NY 13440	Signals
100	815067004	0 TRAFFIC SIGNAL, LOC ID 5630283390 ROME NY 13440	Signals
101	1123104004	0 TRAFFIC SIGNAL, LOC ID 5630283424 ROME NY 13440	Signals
102	1221040009	0 TRAFFIC SIGNAL, LOC ID 5630283312 ROME NY 13440	Signals
103	1347050007	38 TRAFFIC SIGNAL, LOC ID 5630283473 ROME NY 13440	Signals
104	1473077003	0 DOWNTOWN URBAN R, LOC ID 5630283457 ROME NY 13440	Signals
105	1725065602	0 DOWNTOWN URBAN R, LOC ID 5630283427 ROME NY 13440	Signals
106	1893021005	0 TRAFFIC SIGNAL, LOC ID 5630283315 ROME NY 13440	Signals
107	2047061005	0 TRAFFIC SIGNAL, LOC ID 5630283423 ROME NY 13440	Signals
108	2159136000	0 TRAFFIC SIGNAL, LOC ID 5630283425 ROME NY 13440	Signals
109	2271126000	0 TRAFFIC SIGNAL, LOC ID 5630283426 ROME NY 13440	Signals
110	2356050003		Signals



Title: CFO Office of General Services Title: \_\_\_\_\_  
Date: \_\_\_\_\_ Date: \_\_\_\_\_

Purchasing Agent  
\_\_\_\_\_  
\_\_\_\_\_

EPP Confirmation

RESOLUTION NO. 63

AUTHORIZING AN EXTENSION OF AN INTERMUNICIPAL AGREEMENT WITH THE  
NEW YORK STATE OFFICE OF GENERAL SERVICES RELATIVE TO A PILOT  
AGGREGATION PROGRAM (SC3 LARGEST ACCOUNTS)

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

WHEREAS, the New York State Office of General Services previously approached the City of Rome with a proposal to take part in its pilot electric aggregation program for political subdivisions, whereby the City would purchase electricity from the Office of General Services as a New York Public Service Commission and utility energy service company, and the City of Rome was desirous to participate in same; and

WHEREAS, the Common Council of the City of Rome, New York, by Resolution No. 211 adopted January 9, 2013, authorized the Mayor of the City of Rome to enter into an intermunicipal agreement with the New York State Office of General Services relative to said pilot electric aggregation program, said agreement to commence on January 1, 2013; and

WHEREAS, the Board of Estimate and Contract of the City of Rome, New York authorized said agreement and has since authorized extensions upon mutual agreement of the parties to extend said intermunicipal agreement— and doing so remains in the City of Rome’s best interest; and

WHEREAS, Santino Emmanuele, Purchasing Agent for the City of Rome, has advised the Board of Estimate and Contract that it would be in the City’s best interest to extend Contract No. X003435, which pertains to the City’s larger accounts, pursuant to the attached “Electricity Sales Agreement” and supporting documentation, which is attached hereto and made part of this Resolution; now, therefore,

BE IT RESOLVED, that the Mayor of the City of Rome, New York, is hereby authorized to extend the intermunicipal agreement with the New York State Office of General Services, for pilot aggregation program covering National Grid’s SC3 (largest) electricity accounts for a one year period to commence on March 31, 2016 and expire one year thereafter.

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

AYES & NAYS: Mayor Izzo \_\_\_\_\_ Viscelli \_\_\_\_\_ Feeney \_\_\_\_\_  
Schmidt \_\_\_\_\_ Nolan \_\_\_\_\_

ADOPTED: DEFEATED:



**Office of  
General Services**

**ANDREW M. CUOMO**  
Governor

**ROANN M. DESTITO**  
Commissioner

January 20, 2016

**VIA EMAIL**

City of Rome  
198 N. Washington Street  
Rome, New York 13440

**Re: Electricity Sales Agreement – Contract No. X003435**

Dear Sir or Madam:

I am writing with respect to extending the term of the Electricity Sales Agreement (ESA), Contract No. X003435, dated March 19, 2013 and approved by the Office of the State Comptroller May 2, 2013, between the New York State Office of General Services (OGS) and City of Rome (Customer). All capitalized terms referenced herein shall have the meaning ascribed to them in the Agreement.

The Parties entered into the ESA pursuant to which the Customer would purchase electricity from OGS. The Term of the ESA ends on the last meter read which shall occur on or before December 31, 2013.

Thereafter, the Parties entered into a letter agreement dated December 13, 2013, which amended the term (Section 2) of the ESA. The December 13, 2013 letter agreement is enclosed herewith for your reference. The relevant part of the December 13, 2013 letter agreement amended Section 2 of the ESA as follows:

*The term of this Agreement shall extend from the date this Agreement became effective and expire on the last meter read which shall occur on, or before, June 23, 2014.*

*Unless previously terminated by OGS, or Customer, OGS may upon notice to customer extend the term of this agreement to March 31, 2015, and after March 31, 2015 annually for five additional twelve month periods each ending on the following March 31, until expiration on March 31, 2020.*

This letter shall serve as notice that OGS is exercising its rights under the above clause to extend the term of the ESA for twelve months until March 31, 2017.

Very truly yours,

Brian C. Matthews  
Chief Financial Officer

