



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

**JULY 14, 2016
8:30 AM**

- 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 preceding session be dispensed with and that they be approved.)
- 3. COMMUNICATIONS**
- 4. PUBLIC SPEAKERS**
- 5. REPORT OF DEPARTMENT HEADS**
- 6. RESOLUTIONS**
RES. NO. 143
A

BLANKET LEGISLATION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS AND ENTER INTO AGREEMENTS FOR THE CITY OF ROME FAÇADE IMPROVEMENT PROGRAM. Seelig

RES. NO. 144
B

AUTHORIZING THE EXTENSION OF AN INTER-MUNICIPAL AGREEMENT WHEREBY THE CITY OF ROME WILL PROVIDE AIRCRAFT RESCUE FIRE FIGHTING SERVICES AT THE GRIFFISS INTERNATIONAL AIRPORT. Retrosi

RES. NO. 145
C

AUTHORIZATION TO ACQUIRE EASEMENT ON ANTHONY STREET FROM PATRICE A. COCCIA CIANFROCCO TO ALLOW THE CITY OF ROME ACCESS FOR UPGRADES TO THE SEWER SYSTEM THROUGH THE MARTIN STREET SANITARY SEWER EXTENSION PROJECT. Schmidt

RES. NO. 146

D

AUTHORIZATION TO ACQUIRE EASEMENT ON MARTIN STREET FROM PALL REAL ESTATE LLC TO ALLOW THE CITY OF ROME ACCESS FOR UPGRADES TO THE SEWER SYSTEM THROUGH THE MARTIN STREET SANITARY SEWER EXTENSION PROJECT. Schmidt

RES. NO. 147

E

AUTHORIZATION TO ACQUIRE EASEMENT ON MARTIN STREET FROM FRANK B. CALANDRA, JR. TO ALLOW THE CITY OF ROME ACCESS FOR UPGRADES TO THE SEWER SYSTEM THROUGH THE MARTIN STREET SANITARY SEWER EXTENSION PROJECT. Schmidt

RES. NO. 148

F

AUTHORIZATION TO ACQUIRE EASEMENT ON MARTIN STREET FROM FRANK AND NANCY CALANDRA TO ALLOW THE CITY OF ROME ACCESS FOR UPGRADES TO THE SEWER SYSTEM THROUGH THE MARTIN STREET SANITARY SEWER EXTENSION PROJECT. Schmidt

RES. NO. 149

G

AUTHORIZING THE DELETION OF ONE POSITION OF WATER SUPPLY MAINTENANCE SUPERVISOR AND THE CREATION OF ONE POSITION OF WATER SUPPLY MAINTENANCE FOREMAN WITHIN THE WATER FILTRATION DEPARTMENT. Schmidt

RES. NO. 150

H

AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH HAYLOR FREYER AND COON PURSUANT TO RESOLUTION NO. 54 ADOPTED MARCH 7, 2016 (PURCHASE OF ADDITIONAL COVERAGE FOR \$17,578.00). Feeney

RES. NO. 151

I

AUTHORIZING THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION RELATIVE TO THE RECONSTRUCTION OF GRIFFISS VETERANS MEMORIAL PARKWAY. Schmidt

7. TABLED RESOLUTIONS
RES. NO. 49
G

AUTHORIZING BUDGETARY TRANSFER. Nolan

8. ADJOURNMENT

RESOLUTION NO. 143

BLANKET LEGISLATION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS
AND ENTER INTO AGREEMENTS FOR THE CITY OF ROME
FAÇADE IMPROVEMENT PROGRAM

By _____:

WHEREAS, the City of Rome Façade Improvement Program, has an allotted amount of \$145,000 for the January 1, 2016 – December 31, 2016 year pursuant to the Housing and Urban Development Community Development Block Grant to be used on façade projects ranging from \$500.00 to \$75,000.00; and

WHEREAS, Edward R. Seelig, Deputy Director of the Department of Community and Economic Development has requested blanket authorization to advertise for bids and enter into agreement for the City of Rome Façade Improvement Program, funded for the January 1, 2016 – December 31, 2016 program year pursuant to the Housing and Urban Development Community Development Block Grant; and

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that the Mayor be and is hereby authorized to advertise for bids and enter into agreements for the City of Rome Façade Improvement Program, funded for the January 1, 2016 – December 31, 2016 program year pursuant to the Housing and Urban Development Community Development Block Grant; and

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

BE IT FURTHER RESOLVED, that a 2016 Commercial Façade Expenditure Report be produced and kept on file with the Rome City Clerk’s Office.

Seconded by _____.

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

ADOPTED: DEFEATED:

RESOLUTION NO. 144

AUTHORIZING THE EXTENSION OF AN INTER-MUNICIPAL AGREEMENT WHEREBY
THE CITY OF ROME WILL PROVIDE AIRCRAFT RESCUE FIRE FIGHTING SERVICES
AT THE GRIFFISS INTERNATIONAL AIRPORT

By _____:

WHEREAS, the County and the City entered into an Agreement dated the 19th day of February, 2009, wherein the City (through the Rome Fire Department) agreed to provide the County with Aircraft Rescue Fire Fighting Services as required by the County of Oneida at the County’s Griffiss International Airport; and

WHEREAS, the agreement allows for extension upon mutual agreement of the parties; and

WHEREAS, Frank Retrosi, Public Safety Commissioner for the City of Rome, New York is of the opinion that extending the above referenced agreement is in the best interest of the City of Rome; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that the intermunicipal agreement to provide Aircraft Rescue Fire Fighting (“ARFF”) services to the Oneida County Griffiss Airfield, now known as the Griffiss International Airport, for aircraft/airfield associated emergencies be and is hereby extended; and

BE IT FURTHER RESOLVED, that the term of this agreement shall begin retroactive to March 1, 2013 and end on December 31, 2016, pursuant to the attached Extension of Agreement which is made part of this Resolution.

Seconded by _____.

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

ADOPTED:

DEFEATED:

EXTENSION OF AGREEMENT

THIS EXTENSION OF AGREEMENT, by and between the **County of Oneida**, a municipal corporation organized and existing under the laws of the State of New York, with offices located at 800 Park Avenue, Utica, New York 13501 (hereinafter referred to as "**County**"), and the **City of Rome**, a municipal corporation organized and existing under the laws of the State of New York, with offices located at 198 North Washington Street, Rome, New York 13440 (hereinafter referred to as "**City**"), through the **Rome Fire Department**, a department of the City of Rome (hereinafter referred to as "**RFD**");

WITNESSETH

WHEREAS, the **County** and the **City** entered into an Agreement dated the 19th day of February, 2009, wherein the **City**, through the **RFD**, agreed to provide the **County** with Aircraft Rescue Fire Fighting Services as required by the **County** at the **County's** Griffiss International Airport; and

WHEREAS, the term of said Agreement began on March 1, 2008, and ended on March 1, 2013 ("**Original Term**"); and

WHEREAS, said Agreement, at paragraph 2 therein, provided that the parties could mutually agree, in writing, to renewals of said Agreement; and

WHEREAS, the parties desire to memorialize, in writing, their mutual agreement to renew the terms and conditions of said Agreement for an additional term;

NOW THEREFORE, in consideration of the mutual promises made herein, the **County** and the **City** hereby agree as follows:

- A. The February 19, 2009 Agreement between the parties shall be renewed for an additional term commencing on March 1, 2013 and terminating on December 31, 2016 ("**Renewal Term**"), unless sooner terminated by the parties pursuant to the provision of paragraph 8 of the said Agreement.
- B. The **Renewal Term** shall be under the same terms and conditions as the **Original Term**, except that the addresses for delivery of notices contained in paragraph 8 are amended as follows:

County:

County of Oneida
ATTN: Commissioner of Aviation
660 Hangar Road, Suite 223
Rome, New York 13441

With a copy to:

County of Oneida
ATTN: County Attorney
800 Park Avenue
Utica, New York 13501

City:

City of Rome
ATTN: Mayor
198 North Washington Street
Rome, New York 13440

With a copy to:

City of Rome
ATTN: Corporation Counsel
198 North Washington Street
Rome, New York 13440

RFD:

Rome Fire Department
ATTN: Chief
158 Black River Blvd.
Rome, New York 13440

IN WITNESS WHEREOF, the County, the City, and the RFD have executed this Agreement on the day and year first written below.

County of Oneida

City of Rome

By: _____
Anthony J. Picente, Jr.
County Executive

By: _____
Jacqueline M. Izzo
Mayor

Date: _____

Date: _____

Rome Fire Department

By: _____
Ronald Brement
Chief

Approved:

Approved:

By: _____
Amanda Lynn Cortese
Special Assistant County Attorney

By: _____
Corporation Counsel

RESOLUTION NO. 145

AUTHORIZATION TO ACQUIRE EASEMENT ON ANTHONY STREET FROM PATRICE
A. COCCIA CIANFROCCO TO ALLOW THE CITY OF ROME ACCESS FOR UPGRADES
TO THE SEWER SYSTEM THROUGH THE MARTIN STREET
SANITARY SEWER EXTENSION PROJECT

By _____ :

WHEREAS, the City of Rome is currently extending its water system through the Martin Street Sanitary Sewer Extension Project (“Project”); and

WHEREAS, the Project includes numerous upgrades to the City’s sewer system that will be installed on private property in connection with said Project; and

WHEREAS, the City of Rome has contacted several property owners in connection with this Project and requires easements for access to their properties, and

WHEREAS, the Project design calls for upgrades (“Project Upgrades”), including the installation of the new sanitary sewer transmission line, to be installed on private properties; and

WHEREAS, the City of Rome desires to access these properties for the purpose of accessing, installing, constructing, repairing, modifying or otherwise maintaining the Project Upgrades on said properties; and

WHEREAS, Frederick Schmidt, Commissioner of the Department of Public Works, opines that it is in the City of Rome’s best interest to acquire an easement from Patrice A. Coccia Cianfrocco of 6936 Anthony Street, Rome, New York “the Property” in connection with the Martin Street Sanitary Sewer Extension Project; and

WHEREAS, Patrice A. Coccia Cianfrocco desires 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 the City of Rome with access to the Property in order to repair, construct, modify or otherwise maintain the project upgrades and related equipment at the address noted; 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 Patrice A. Coccia Cianfrocco of 6936 Anthony Street, Rome, New York, said easement being more specifically described in the attached Permanent Easement Agreement, description and map which are made a part of this Resolution; and

BE IT FURTHER RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York that this Resolution shall take effect immediately upon adoption of this Resolution.

Seconded by _____.

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

ADOPTED:

DEFEATED:

PERMANENT EASEMENT AGREEMENT

Agreement made this ____ day of July, 2016, by and between **PATRICE A. COCCIA CIANFROCCO** (“Cianfrocco”), residing at 6936 Anthony Street, Rome, New York, 13440, hereinafter 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 sewer system through the Martin Street Sanitary Sewer Extension Project (“Project”); and

WHEREAS, the Project includes numerous upgrades to the Grantee’s sewer system that will be installed on private property in connection with said Project; and

WHEREAS, the Project design calls for upgrades, including the installation of the new sanitary sewer transmission line to service properties along Martin Street from Mill Street to Route 233 overpass (“Project Upgrades”), to be installed on one (1) portion of the Grantor’s property located at Anthony Street in the City of Rome, New York (Tax Map #258.002-0002.011); and

WHEREAS, Grantee desires access to the Grantor’s property at Anthony Street (Tax Map #258.002-0002.011) for the purpose of accessing, installing, constructing, repairing, modifying or otherwise maintaining the Project Upgrades on said property; and

WHEREAS, Grantor desires to grant the requested access to City, and as owner of said property has authority to grant said access and enter into this Easement Agreement; 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 one (1) portion of Grantor's land at Anthony Street (Tax Map #258.002-0002.011), which shall run with the land and be forever binding on Grantor, her heirs, executors, successors and assigns. Said easement shall be used by the Grantee for the purpose of accessing, installing, constructing, repairing, modifying or otherwise maintaining the Project Upgrades on said property; together with the right of the Grantee, and its assigns, to install, construct, repair, modify or otherwise maintain the Project Upgrades using whatever equipment is reasonably necessary, including motorized heavy equipment. The Grantor covenants that the Grantor, her 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 Project Upgrades by the Grantee. Grantee covenants that, in the event Grantee needs to disturb the property in order do work relative to the Project Upgrades, 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 areas encumbered by the said easement are depicted and fully described on the map and descriptions, which are attached hereto as Exhibit A and made a part hereof. That being a portion of the land conveyed to Patrice Coccia (n/k/a Patrice A. Coccia Cianfrocco) by deed dated July 16, 1999 and recorded in the Oneida County Clerk's Office on July 16, 1999 in Book 2880 at page 508.

Reserving, however to the owner of any right, title or interest in and to the property described above as Map 14 and Parcel 16, and such owner's successor's or assigns, the right of using said property and such use shall not be further limited or restricted under this easement beyond that which is necessary to effectuate its purpose for, and as established by, the construction and is constructed, the maintenance, of the Project. The use of the above described parcel shall further be restricted to not allow any permanent structure and or landscaping to be constructed and/or planted within said permanent easement.

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

By: _____
Patrice A. Coccia Cianfrocco

The City of Rome, New York

By: _____
Jacqueline M. Izzo, Mayor

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

On the ____ day of July, in the year 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Patrice A. Coccia Cianfrocco, Grantor, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

Notary Public - State of New York

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

On the ____ day of June, in the year 2016, 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 whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

Notary Public - State of New York

**Permanent Easement
For
Martin Street Sewers
Patrice A. Coccia - Anthony Street
Reputed Owner**

Map 14/Parcel 16 - Permanent Easement

A Permanent Easement to be exercised in, on, over and under the property delineated and hereinafter described for the purposes of constructing, reconstructing, and maintaining thereon a sewer pipe line and appurtenances in and to all that piece or parcel of property hereafter designated as Map 14/Parcel 16, situate in the City of Rome, County of Oneida, and State of New York, being part of the lands of Patrice A. Coccia - Anthony Street (Reputed Owner) as recorded in the Oneida County Clerk's Office in Liber 2880 at page 508.

Commencing at a point on the southerly highway boundary line of Martin Street and the division line between the lands of said Patrice A. Coccia - Anthony Street, (Reputed Owner) on the east and the lands of Nickpaul Properties, LLC (Reputed Owner) on the west, as recorded in the Oneida County Clerk's Office in Instrument Number 2015-011132;

Thence, southeasterly - $13\pm$ feet along said southerly highway boundary of Martin Street to the point of beginning;

Thence, $S42^{\circ} 21' 29''W$ - $20\pm$ feet into the lands of said Patrice A. Coccia (Reputed Owner) to a point;

Thence, $S47^{\circ} 38' 31''E$ - $20.00\pm$ feet to a point;

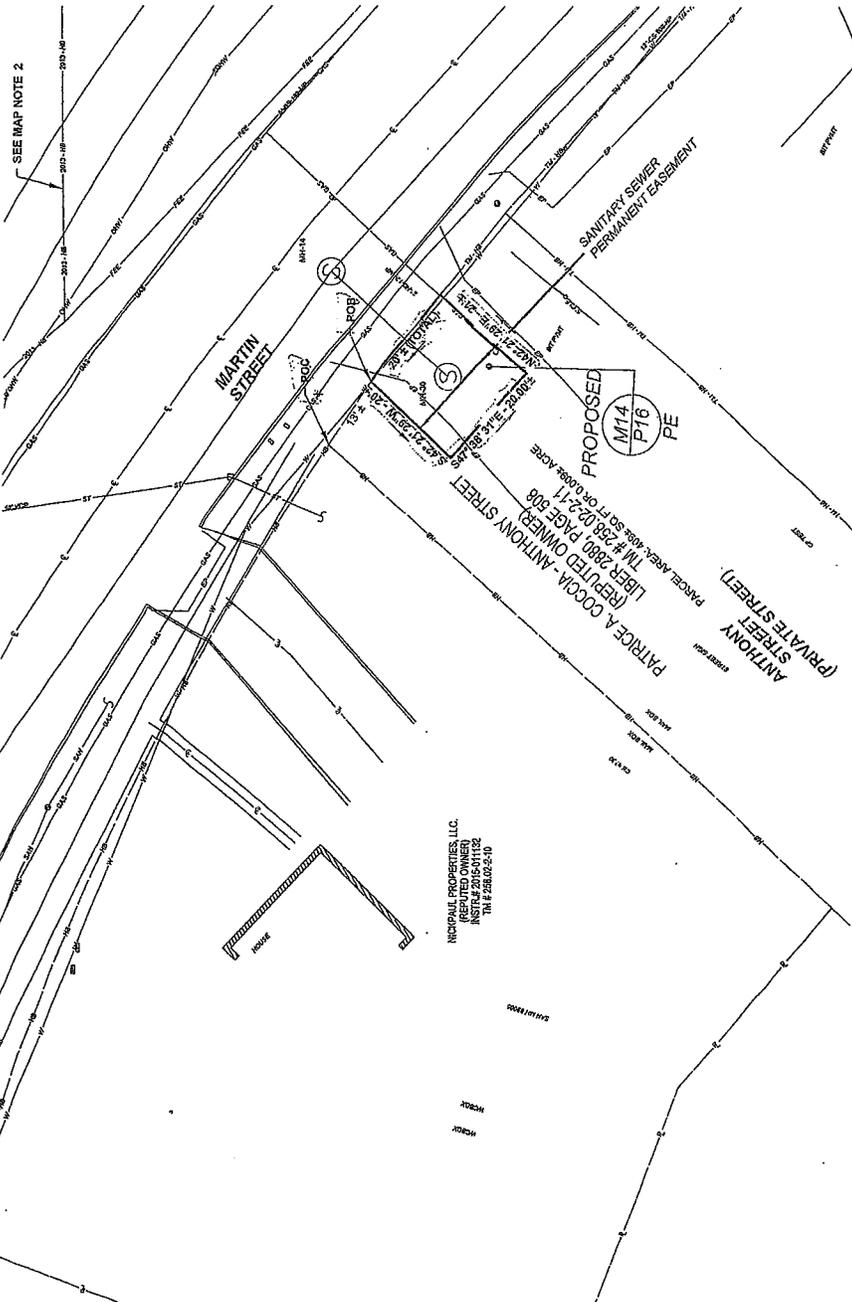
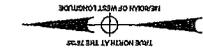
Thence, $N42^{\circ} 21' 29''E$ - $21\pm$ feet to a point on said southerly highway boundary line of Martin Street;

Thence, northwesterly - $20\pm$ feet along the said southerly boundary line of Martin Street, as it curves to the left, to the point of beginning, containing $409\pm$ square feet (0.009 \pm acre) of land, more or less.

Reserving, however to the owner of any right, title or interest in and to the property described above as Map 14/Parcel 16, and such owners' successors or assigns, the right of using said property and such use shall not be further limited or restricted under this easement beyond that which is necessary to effectuate its purposes for, and as established by, the construction and as so constructed, the maintenance, of the project. The use of the above described parcel shall further be restricted to not allow any permanent structure and/or landscaping to be constructed and/or planted within said

permanent easement.

The above described parcel is shown on a map prepared by Bryant Associates, P.C. entitled "Lands to be acquired from Patrice A. Coccia - Anthony Street (Reputed Owner)" as Map 14 Parcel 16.



DEED REFERENCES:

1. DEED TO PATRICE A. COCCIA DATED JULY 16, 1989 AND RECORDED IN THE ONEIDA COUNTY CLERK'S OFFICE IN LIBER 2800 ON PAGE 008.
2. WARRANTY DEED FROM ANTHONY ROMA AND MARY ROMA TO DAVID P. JORDAN DATED NOVEMBER 18, 2010 AND RECORDED IN THE ONEIDA COUNTY CLERK'S OFFICE IN INSTRUMENT 2010-01974 ON DECEMBER 29, 2010.

MAP REFERENCES:

1. MAP ENTITLED 'SURVEY MAP SHOWING PREMISES TO BE CONVEYED TO ANTHONY STREET' DATED FEBRUARY 29, 2010 AND RECORDED IN THE ONEIDA COUNTY CLERK'S OFFICE ON NOVEMBER 24, 1994 AS MAP # 463.
2. MAP ENTITLED 'NEW YORK STATE THROUGHWAY AUTHORITY CANALWAY TRAIL 745' DATED SEPTEMBER 27, 2013.

NOTE:

EXISTING UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE PLANS, RECORDS, SURVEYS AND FIELD LOCATION MUST THEREFORE BE CONSIDERED APPROXIMATE & NO GUARANTEE IS MADE BY BRYANT ASSOCIATES P.C. TO THE HORIZONTAL OR VERTICAL POSITION OF ANY FACILITY OR STRUCTURE. IF ANY FACILITY, STRUCTURE OR UTILITIES ARE FOUND TO EXIST IN THE FIELD PRIOR TO CONSTRUCTION, THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ANY FACILITY, STRUCTURE OR UTILITIES IN THE FIELD PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ANY FACILITY, STRUCTURE OR UTILITIES IN THE FIELD PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ANY FACILITY, STRUCTURE OR UTILITIES IN THE FIELD PRIOR TO CONSTRUCTION.

2. SUBJECT TO ANY STATE OF FACTS AN ACCURATE AND UP TO DATE ABSTRACT OF TITLE WILL SHOW.

3. UNAUTHORIZED ALTERATIONS OR ADDITIONS TO A SURVEY MADE BY A LICENSED LAND SURVEYOR'S SEAL IS A VIOLATION OF SECTION 7204, SUB-DIVISION 2, OF THE NEW YORK STATE EDUCATION LAW.

4. ONLY COPIES FROM THE ORIGINAL OF THIS SURVEY MARKED WITH AN ORIGINAL OF THE LAND SURVEYOR'S EMBOSSED SEAL SHALL BE CONSIDERED TO BE VALID TRUE COPIES.

LANDS TO BE ACQUIRED FROM

PATRICE A. COCCIA - ANTHONY STREET (REPUTED OWNER)

CITY OF ROME
 TM 258,022-0002-011

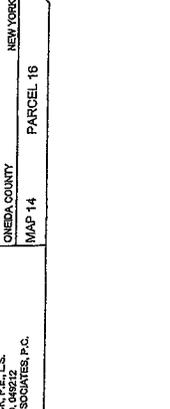
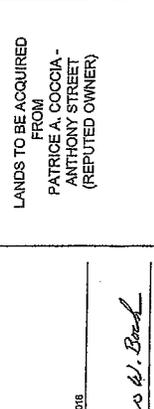
ONEIDA COUNTY
 MAP 14
 PARCEL 16
 NEW YORK

FEBRUARY 29, 2010

Thomas W. Bock

THOMAS W. BOCK, P.E., L.S.
 P.E. LICENSE NO. 046712
 FOR BRYANT ASSOCIATES, P.C.

I HEREBY CERTIFY THAT THIS IS AN ACCURATE MAP MADE FROM AN ACTUAL SURVEY PREPARED UNDER MY DIRECTION.



SCALE IN FEET

0 5 10 20

RESOLUTION NO. 146

AUTHORIZATION TO ACQUIRE EASEMENT ON MARTIN STREET FROM PALL REAL ESTATE LLC TO ALLOW THE CITY OF ROME ACCESS FOR UPGRADES TO THE SEWER SYSTEM THROUGH THE MARTIN STREET SANITARY SEWER EXTENSION PROJECT

By _____:

WHEREAS, the City of Rome is currently extending its water system through the Martin Street Sanitary Sewer Extension Project (“Project”); and

WHEREAS, the Project includes numerous upgrades to the City’s sewer system that will be installed on private property in connection with said Project; and

WHEREAS, the City of Rome has contacted several property owners in connection with this Project and requires easements for access to their properties; and

WHEREAS, the Project design calls for upgrades (“Project Upgrades”) including the installation of the new sanitary sewer transmission line, to be installed on private properties; and

WHEREAS, the City of Rome desires to access these properties for the purpose of accessing, installing, constructing, repairing, modifying or otherwise maintaining the Project Upgrades on said properties; and

WHEREAS, Frederick Schmidt, Commissioner of the Department of Public Works, opines that it is in the City of Rome’s best interest to acquire an easement from PALL Real Estate, LLC, of 6735 Martin Street, Rome, New York, “the Property” in connection with the Martin Street Sanitary Sewer Extension Project; and

WHEREAS, PALL Real Estate, LLC desires 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 the City of Rome with access to the Property in order to repair, construct, modify or otherwise maintain the project upgrades and related equipment at the address noted; 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 PALL Real Estate, LLC of 6735 Martin Street, Rome, New York, said easement being more specifically described in the attached Permanent Easement Agreement, description and map which are made a part of this Resolution; and

BE IT FURTHER RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York that this Resolution shall take effect immediately upon adoption of this Resolution.

Seconded by _____.

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

ADOPTED: DEFEATED:

;

PERMANENT EASEMENT AGREEMENT

Agreement made this ____ day of July, 2016, by and between **PALL REAL ESTATE, LLC** (“Pall Real Estate”), with a mailing address of 829 Erie Boulevard West, Rome, New York, 13440, hereinafter 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 sewer system through the Martin Street Sanitary Sewer Extension Project (“Project”); and

WHEREAS, the Project includes numerous upgrades to the Grantee’s sewer system that will be installed on private property in connection with said Project; and

WHEREAS, the Project design calls for upgrades, including the installation of the new sanitary sewer transmission line to service properties along Martin Street from Mill Street to Route 233 overpass (“Project Upgrades”), to be installed on one (1) portion of the Grantor’s property located at 6735 Martin Street in the City of Rome, New York (Tax Map #259.001-0001-003.003); and

WHEREAS, Grantee desires access to the Grantor’s property at 6735 Martin Street (Tax Map #259.001-0001-003.003) for the purpose of accessing, installing, constructing, repairing, modifying or otherwise maintaining the Project Upgrades on said property; and

WHEREAS, Grantor desires to grant the requested access to City, and as owner of said property has authority to grant said access and enter into this Easement Agreement; 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 one (1) portion of Grantor's land at 6735 Martin Street (Tax Map #259.001-0001-003.003), which shall run with the land and be forever binding on Grantor, her heirs, executors, successors and assigns. Said easement shall be used by the Grantee for the purpose of accessing, installing, constructing, repairing, modifying or otherwise maintaining the Project Upgrades on said property; together with the right of the Grantee, and its assigns, to install, construct, repair, modify or otherwise maintain the Project Upgrades using whatever equipment is reasonably necessary, including motorized heavy equipment. The Grantor covenants that the Grantor, her 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 Project Upgrades by the Grantee. Grantee covenants that, in the event Grantee needs to disturb the property in order do work relative to the Project Upgrades, 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 areas encumbered by the said easement are depicted and fully described on the map and descriptions, which are attached hereto as Exhibit A and made a part hereof. That being a portion of the land conveyed to Pall Real Estate, LLC by deed dated May 27, 2014 and recorded in the Oneida County Clerk's Office on May 30, 2014 in Book 2014 at page 6897.

Reserving, however to the owner of any right, title or interest in and to the property described above as Map 9 and Parcel 11, and such owner's successor's or assigns, the right of using said property and such use shall not be further limited or restricted under this easement beyond that which is necessary to effectuate its purpose for, and as established by, the construction and is constructed, the maintenance, of the Project. The use of the above described parcel shall further be restricted to not allow any permanent structure and or landscaping to be constructed and/or planted within said permanent easement.

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

By: _____

The City of Rome, New York

By: _____
Jacqueline M. Izzo, Mayor

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

On the ____ day of July, in the year 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, 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

**Permanent Easement
For
Martin Street Sewers
Pall Real-Estate, LLC
Reputed Owners**

Map 9/Parcel 11 - Permanent Easement

A Permanent Easement to be exercised in, on, over and under the property delineated and hereinafter described for the purposes of constructing, reconstructing, and maintaining thereon a sewer pipe line and appurtenances in and to all that piece or parcel of property hereafter designated as Map 9/Parcel 11, situate in the City of Rome, County of Oneida, and State of New York, being part of the lands of Pall Real-Estate, LLC (Reputed Owner) as recorded in the Oneida County Clerk's Office in Instrument Number 2014-006897;

Beginning at a point on the northerly highway boundary line of Martin Street and the division line between the lands of said Pall Real-Estate, LLC, (Reputed Owner) on the west and the lands of Albert J. Tahan and Bernadette A. Quenneville (Reputed Owners) on the east as recorded in the Oneida County Clerk's Office in Liber 2856 at page 368.

Thence, northeasterly - 15± feet along said division line to a point;

Thence, N59° 57' 48"W - 47± feet into the lands of said Pall Real-Estate, LLC (Reputed Owner) to a point;

Thence, S29° 41' 35"W - 15± to a point on said northerly highway boundary of Martin Street;

Thence, southeasterly - 47± feet along said northerly highway boundary to the point of beginning, containing 709± square feet (0.016± acre) of land, more or less.

Reserving, however to the owner of any right, title or interest in and to the property described above as Map 9/Parcel 11, and such owners' successors or assigns, the right of using said property and such use shall not be further limited or restricted under this easement beyond that which is necessary to effectuate its purposes for, and as established by, the construction and as so constructed, the maintenance, of the project. The use of the above described parcel shall further be restricted to not allow any permanent structure and/or landscaping to be constructed and/or planted within said permanent easement.

The above described parcel is shown on a map prepared by Bryant Associates, P.C. entitled "Lands to be acquired from Pall Real-Estate, LLC (Reputed Owner)" as Map 9 Parcel 11.

RESOLUTION NO. 147

AUTHORIZATION TO ACQUIRE EASEMENT ON MARTIN STREET FROM FRANK B. CALANDRA, JR. TO ALLOW THE CITY OF ROME ACCESS FOR UPGRADES TO THE SEWER SYSTEM THROUGH THE MARTIN STREET SANITARY SEWER EXTENSION PROJECT

By _____:

WHEREAS, the City of Rome is currently extending its water system through the Martin Street Sanitary Sewer Extension Project (“Project”); and

WHEREAS, the Project includes numerous upgrades to the City’s sewer system that will be installed on private property in connection with said Project; and

WHEREAS, the City of Rome has contacted several property owners in connection with this Project and requires easements for access to their properties, and

WHEREAS, the Project design calls for upgrades (“Project Upgrades”), including the installation of the new sanitary sewer transmission line, to be installed on private properties; and

WHEREAS, the City of Rome desires to access these properties for the purpose of accessing, installing, constructing, repairing, modifying or otherwise maintaining the Project Upgrades on said properties; and

WHEREAS, Frederick Schmidt, Commissioner of the Department of Public Works, opines that it is in the City of Rome’s best interest to acquire an easement from Frank B. Calandra, Jr. of 6785 Martin Street, Rome, New York (“the Property”) in connection with the Martin Street Sanitary Sewer Extension Project; and

WHEREAS, Frank B. Calandra, Jr. desires 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 the City of Rome with access to the Property in order to repair, construct, modify or otherwise maintain the project upgrades and related equipment at the address noted; 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 Frank B. Calandra, Jr. of 6785 Martin Street, Rome, New York said easement being more specifically described in the attached Permanent Easement Agreement, description and map which are made a part of this Resolution; and

BE IT FURTHER RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York that this Resolution shall take effect immediately upon adoption of this Resolution.

Seconded by _____.

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

ADOPTED: DEFEATED:

PERMANENT EASEMENT AGREEMENT

Agreement made this _____ day of July, 2016, by and between **FRANK B. CALANDRA, JR.** ("Calandra"), residing at 6785 Martin Street, Rome, New York, 13440, hereinafter 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 sewer system through the Martin Street Sanitary Sewer Extension Project ("Project"); and

WHEREAS, the Project includes numerous upgrades to the Grantee's sewer system that will be installed on private property in connection with said Project; and

WHEREAS, the Project design calls for upgrades, including the installation of the new sanitary sewer transmission line to service properties along Martin Street from Mill Street to Route 233 overpass ("Project Upgrades"), to be installed on one (1) portion of the Grantor's property located at 6785 Martin Street in the City of Rome, New York (Tax Map #259.001-0001-003.004); and

WHEREAS, Grantee desires access to the Grantor's property at 6785 Martin Street (Tax Map #259.001-0001-003.004) for the purpose of accessing, installing, constructing, repairing, modifying or otherwise maintaining the Project Upgrades on said property; and

WHEREAS, Grantor desires to grant the requested access to City, and as owner of said property has authority to grant said access and enter into this Easement Agreement; 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 one (1) portion of Grantor's land at 6785 Martin Street (Tax Map #259.001-0001-003.004), which shall run with the land and be forever binding on Grantor, her heirs, executors, successors and assigns. Said easement shall be used by the Grantee for the purpose of accessing, installing, constructing, repairing, modifying or otherwise maintaining the Project Upgrades on said property; together with the right of the Grantee, and its assigns, to install, construct, repair, modify or otherwise maintain the Project Upgrades using whatever equipment is reasonably necessary, including motorized heavy equipment. The Grantor covenants that the Grantor, her 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 Project Upgrades by the Grantee. Grantee covenants that, in the event Grantee needs to disturb the property in order do work relative to the Project Upgrades, 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 areas encumbered by the said easement are depicted and fully described on the map and descriptions, which are attached hereto as Exhibit A and made a part hereof. That being a portion of the land conveyed to Frank B. Calandra, Jr. by deed dated June 19, 2002 and recorded in the Oneida County Clerk's Office on June 28, 2002 in Book 2002 at page 16697.

Reserving, however to the owner of any right, title or interest in and to the property described above as Map 3 and Parcel 5, and such owner's successor's or assigns, the right of using said property and such use shall not be further limited or restricted under this easement beyond that which is necessary to effectuate its purpose for, and as established by, the construction and is constructed, the maintenance, of the Project. The use of the above described parcel shall further be restricted to not allow any permanent structure and or landscaping to be constructed and/or planted within said permanent easement.

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

By: _____
Frank B. Calandra, Jr.

The City of Rome, New York

By: _____
Jacqueline M. Izzo, Mayor

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

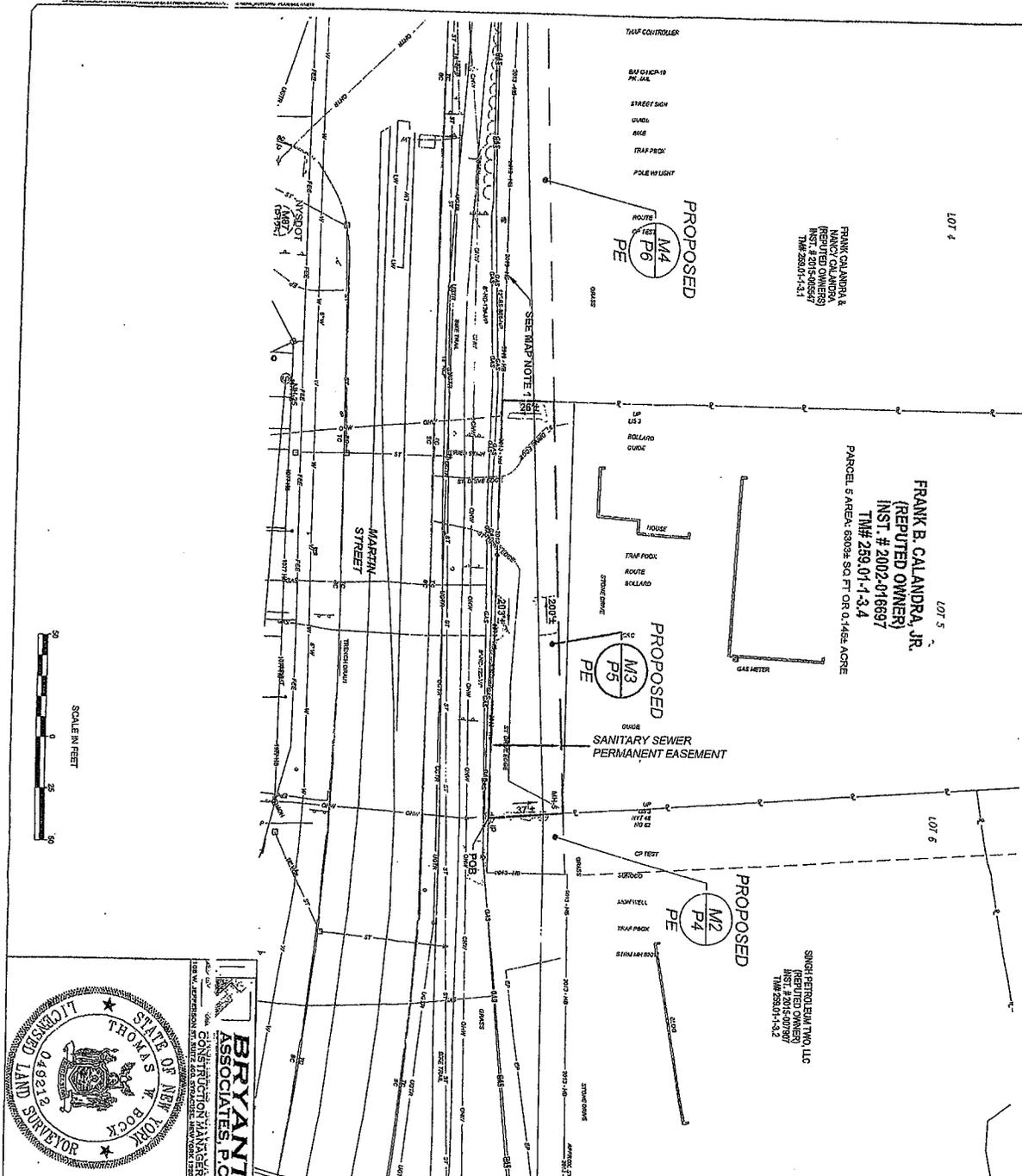
On the ____ day of July, in the year 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Frank B. Calandra, Jr., Grantor, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

Notary Public - State of New York

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

On the ____ day of July, in the year 2016, 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 whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

Notary Public - State of New York



LOT 4
FRANK CALANDRA & SISTER
REPUTED OWNERS
INST. # 2015-00687
TMS# 259-01-1-3.1

LOT 5
FRANK B. CALANDRA, JR.
(REPUTED OWNER)
INST. # 2002-016897
TMS# 259-01-1-3.4

PARCEL 5 ARCHA, 63032 SQ FT OR 0.1482 ACRE

LOT 6
SINGH RETIREMENT TRUST, LLC
(REPUTED OWNER)
INST. # 2015-00797
TMS# 259-01-1-3.2



BRYANT ASSOCIATES, P.C.
CONSULTING ENGINEERS
100 W. WASHINGTON ST. SUITE 100
ROCHESTER, NY 14620

STATE OF NEW YORK
THOMAS W. BOOK
LICENSED LAND SURVEYOR
048212

HEREBY CERTIFY THAT THIS IS AN ORIGINAL COPY OF THE SURVEY PREPARED BY AN ACTUAL SURVEYOR PREPARED UNDER MY SUPERVISION. ORIGINALS HAVE EMBOSSED SEAL

FEBRUARY 23, 2018

Thomas W. Book
THOMAS W. BOOK, P.E., L.S.
P.S. LICENSE NO. 048212
FOR BRYANT ASSOCIATES, P.C.

CITY OF ROCHESTER TMS# 259-01-001-003-004

LANDS TO BE ACQUIRED FROM FRANK B. CALANDRA, JR. (REPUTED OWNER)

ONEIDA COUNTY PARCEL 5 NEW YORK MAP 3

- DEED REFERENCES:
1. BARGAIN AND SALE DEED WITH ASSUMPTION, CALISE FROM THE ROCHESTER SAVINGS BANK TO FRANK B. CALANDRA, JR. DATED JUNE 13, 2002 AND RECORDED IN THE ONEIDA COUNTY CLERKS OFFICE IN INSTRUMENT # 2002-016897 ON JUNE 28, 2002.
 2. WARRANTY DEED - BASIC COVENANTS, INC. OR CORP. FROM GARY MARTIN STREET LLC TO SINGH RETIREMENT TRUST, LLC DATED JUNE 10, 2015 AND #2015-00797 ON JUNE 12, 2015.
 3. SPLIT PLAN DEED FROM THE CITY OF ROCHESTER TO GARY MARTIN STREET LLC DATED FEBRUARY 2, 2012 AND RECORDED IN THE ONEIDA COUNTY CLERKS OFFICE IN INSTRUMENT # 2012-016898 ON FEBRUARY 10, 2012.
 4. WARRANTY DEED WITH LIEN COVENANTS FROM JET REALTY, LLC TO FRANK CALANDRA, JR. DATED FEBRUARY 2, 2012 AND RECORDED IN THE ONEIDA COUNTY CLERKS OFFICE IN INSTRUMENT # 2012-016899 ON FEBRUARY 23, 2012.
- MAP REFERENCES:
1. MAP ENTITLED "NEW YORK STATE THRUWAY AUTHORITY CANTALMAY TRAIL" TMS 13-220, DATED SEPTEMBER 22, 2013.
 2. MAP ENTITLED "STATE OF NEW YORK DEPARTMENT OF TRANSPORTATION STANWIX - GIBBS AIR FORCE BASE STATE HIGHWAY 5N/17/57/1, 058591, DATED AUGUST 1, 1977.
 3. NEW YORK STATE DEPARTMENT OF PUBLIC WORKS AND DIVISION OF HIGHWAYS, SH 8455 ROZERS SHEET #1 DATED JUNE 2, 1927.
 4. ACQUISITION MAP FOR THE RECONSTRUCTION OF A PORTION OF THE STANWIX - GIBBS AIR FORCE BASE STATE HIGHWAY 5N/17/57/1, 058591, REPUTED OWNER, PARCEL A, MAP #2 A20, R2, DATED APRIL 20, 1927.
 5. MAP ENTITLED "PLANS FOR IMPROVING THE SOME SCALAR, AUGUSTA AND WESTMORELAND SECTIONS" SH 694, SHEETS #16 & 17, DATED DECEMBER 18, 1905.
 6. SUBDIVISION MAP ENTITLED "PROPOSED SUBDIVISION MAP PROPERTY OF GARY R. COLEMAN" DATED OCTOBER 26, 1997 AND RECORDED IN THE ONEIDA COUNTY CLERKS OFFICE JUNE 7, 1998 AS MAP #1307.
- NOTES:
1. EXISTING UNDERGROUND UTILITIES, STRUCTURES, AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE PLANS, RECORDS AND APPROXIMATE LOCATION MUST THEREFORE BE CONSIDERED APPROXIMATE & NO GUARANTEE IS MADE BY BRYANT ASSOCIATES P.C. TO THE HORIZONTAL OR VERTICAL LOCATION OF ANY UTILITIES OR STRUCTURES. THERE MAY BE OTHERS THE EXISTENCE OF WHICH IS PRESENTLY UNKNOWN. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE UTILITIES IN THE FIELD PRIOR TO CONSTRUCTION OF ALL FACILITIES, STRUCTURES & UTILITIES.
 2. SUBJECT TO ANY STATE OR FACTS AN ACCURATE AND UP TO DATE ABSTRACT OF TITLE WILL SHOW.
 3. UNWARRANTED ASSERTIONS OR OBJECTIONS TO A SURVEY MAP BEING A LICENSED LAND SURVEYOR SHALL BE CONSIDERED AS A VIOLATION OF SUB-DIVISION 2, OF THE NEW YORK STATE EDUCATION LAW.
 4. ONLY COPIES FROM THE ORIGINAL OF THIS SURVEY MARKED WITH AN ORIGINAL OF THE LAND SURVEYORS EMBOSSED SEAL SHALL BE CONSIDERED TO BE VALID TRUE COPIES.

**Permanent Easement
For
Martin Street Sewers
Frank B. Calandra, Jr.
Reputed Owner**

Map 3/Parcel 5 - Permanent Easement

A Permanent Easement to be exercised in, on, over and under the property delineated and hereinafter described for the purposes of constructing, reconstructing, and maintaining thereon a sewer pipe line and appurtenances in and to all that piece or parcel of property hereafter designated as Map 3/Parcel 5, situate in the City of Rome, County of Oneida, and State of New York, being part of the lands of Frank B. Calandra, Jr. (Reputed Owner) as recorded in the Oneida County Clerk's Office in Instrument Number 2002-016697.

Beginning at a point on the northerly highway boundary line of Martin Street and the division line between the lands of said Frank B. Calandra, Jr. (Reputed Owner) on the west and the lands of Singh Petroleum Two, LLC (Reputed Owner), on the east, as recorded in the Oneida County Clerk's Office in Instrument Number 2015-007907;

Thence, northeasterly - 37± feet along said division line to a point; ✓

Thence, northwesterly - 200± feet across the lands of said Frank B. Calandra, Jr. (Reputed Owner) to the division line of Frank Calandra and Nancy Calandra (Reputed Owners) as recorded in the Oneida County Clerk's Office in Instrument Number 2015-005547; ✓

Thence, southwesterly - 26± along said division line of Frank Calandra and Nancy Calandra (Reputed Owners) to a point on said northerly highway boundary line of Martin Street; ✓

Thence, southeasterly – 203± feet along said highway boundary line to the point of beginning, containing 6303 ± square feet (0.145± acre) of land, more or less. ✓

Reserving, however to the owner of any right, title or interest in and to the property described above as Map 3/Parcel 5, and such owners' successors or assigns, the right of using said property and such use shall not be further limited or restricted under this easement beyond that which is necessary to effectuate its purposes for, and as established by, the construction and as so constructed, the maintenance, of the project. The use of the above described parcel shall further be restricted to not allow any permanent structure and/or landscaping to be constructed and/or planted within said permanent easement.

The above described parcel is shown on a map prepared by Bryant Associates, P.C. entitled "Lands to be Acquired from Frank B. Calandra, Jr. (Reputed Owner)" as Map 3 Parcel 5.

RESOLUTION NO. 148

AUTHORIZATION TO ACQUIRE EASEMENT ON MARTIN STREET FROM FRANK AND NANCY CALANDRA TO ALLOW THE CITY OF ROME ACCESS FOR UPGRADES TO THE SEWER SYSTEM THROUGH THE MARTIN STREET SANITARY SEWER EXTENSION PROJECT

By _____:

WHEREAS, the City of Rome is currently extending its water system through the Martin Street Sanitary Sewer Extension Project (“Project”); and

WHEREAS, the Project includes numerous upgrades to the City’s sewer system that will be installed on private property in connection with said Project; and

WHEREAS, the City of Rome has contacted several property owners in connection with this Project and requires easements for access to their properties, and

WHEREAS, the Project design calls for upgrades (“Project Upgrades”), including the installation of the new sanitary sewer transmission line, to be installed on private properties; and

WHEREAS, the City of Rome desires to access these properties for the purpose of accessing, installing, constructing, repairing, modifying or otherwise maintaining the Project Upgrades on said properties; and

WHEREAS, Frederick Schmidt, Commissioner of the Department of Public Works, opines that it is in the City of Rome’s best interest to acquire an easement from Frank and Nancy Calandra of 6785 Martin Street, Rome, New York on property they own on Martin Street identified as Tax Map # 259.001-0001-003.001 (“the Property”), in connection with the Martin Street Sanitary Sewer Extension Project; and

WHEREAS, Frank and Nancy Calandra 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 the City of Rome with access to the Property in order to repair, construct, modify or otherwise maintain the project upgrades and related equipment at the address noted; 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 Frank and Nancy Calandra of 6785 Martin Street, Rome, New York said easement being more specifically described in the attached Permanent Easement Agreement, description and map which are made a part of this Resolution; and

BE IT FURTHER RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York that this Resolution shall take effect immediately upon adoption of this Resolution.

Seconded by _____.

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

ADOPTED: DEFEATED:

PERMANENT EASEMENT AGREEMENT

Agreement made this ____ day of July, 2016, by and between **FRANK CALANDRA** and **NANCY CALANDRA**, (“Calandra”), residing at 6785 Martin Street, Rome, New York, 13440, hereinafter 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 sewer system through the Martin Street Sanitary Sewer Extension Project (“Project”); and

WHEREAS, the Project includes numerous upgrades to the Grantee’s sewer system that will be installed on private property in connection with said Project; and

WHEREAS, the Project design calls for upgrades, including the installation of the new sanitary sewer transmission line to service properties along Martin Street from Mill Street to Route 233 overpass (“Project Upgrades”), to be installed on one (1) portion of the Grantor’s property located at Martin Street in the City of Rome, New York (Tax Map #259.001-0001-003.001); and

WHEREAS, Grantee desires access to the Grantor’s property at Martin Street (Tax Map #259.001-0001-003.001) for the purpose of accessing, installing, constructing, repairing, modifying or otherwise maintaining the Project Upgrades on said property; and

WHEREAS, Grantor desires to grant the requested access to City, and as owner of said property has authority to grant said access and enter into this Easement Agreement; 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 one (1) portion of Grantor's land at Martin Street (Tax Map #259.001-0001-003.001), which shall run with the land and be forever binding on Grantor, her heirs, executors, successors and assigns. Said easement shall be used by the Grantee for the purpose of accessing, installing, constructing, repairing, modifying or otherwise maintaining the Project Upgrades on said property; together with the right of the Grantee, and its assigns, to install, construct, repair, modify or otherwise maintain the Project Upgrades using whatever equipment is reasonably necessary, including motorized heavy equipment. The Grantor covenants that the Grantor, her 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 Project Upgrades by the Grantee. Grantee covenants that, in the event Grantee needs to disturb the property in order do work relative to the Project Upgrades, 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 areas encumbered by the said easement are depicted and fully described on the map and descriptions, which are attached hereto as Exhibit A and made a part hereof. That being a portion of the land conveyed to Frank Calandra and Nancy Calandra by deed dated April 16, 2015 and recorded in the Oneida County Clerk's Office on April 29, 2015 in Book 2015 at page 5547.

Reserving, however to the owner of any right, title or interest in and to the property described above as Map 4 and Parcel 6, and such owner's successor's or assigns, the right of using said property and such use shall not be further limited or restricted under this easement beyond that which is necessary to effectuate its purpose for, and as established by, the construction and is constructed, the maintenance, of the Project. The use of the above described parcel shall further be restricted to not allow any permanent structure and or landscaping to be constructed and/or planted within said permanent easement.

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

By: _____
Frank Calandra

By: _____
Nancy Calandra

The City of Rome, New York

By: _____
Jacqueline M. Izzo, Mayor

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

On the ____ day of July, in the year 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Frank B. Calandra, Jr., Grantor, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

Notary Public - State of New York

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

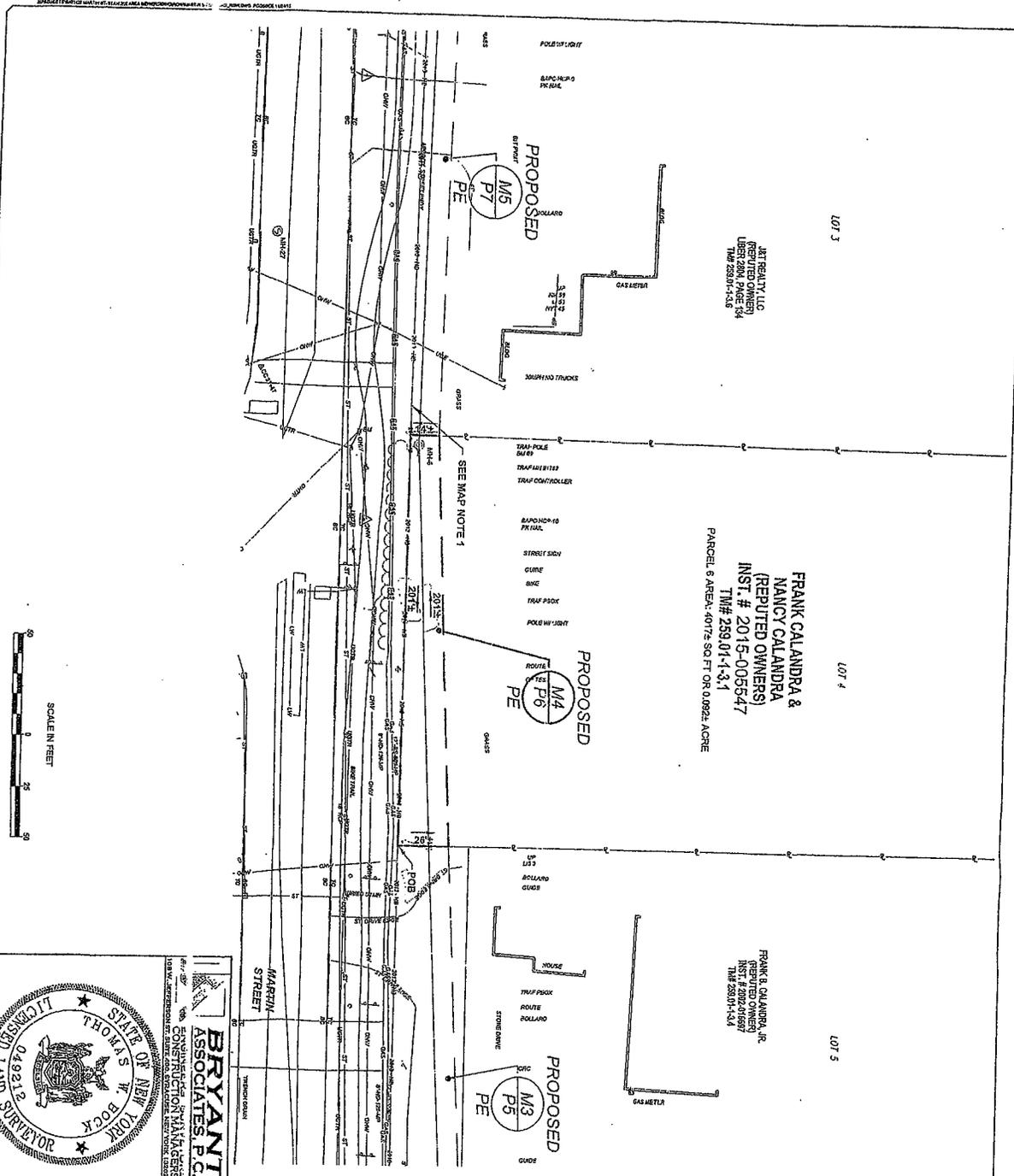
On the ____ day of July, in the year 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Nancy Calandra, Grantor, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

Notary Public - State of New York

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

On the ____ day of July, in the year 2016, 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 whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

Notary Public - State of New York



LOT 3
 JAY REALTY LLC
 (REPUTED OWNERS)
 INST. # 2015-005547
 TM# 293.01-1-3.1

LOT 4
 FRANK CALANDRA &
 NANCY CALANDRA
 (REPUTED OWNERS)
 INST. # 2015-005547
 TM# 293.01-1-3.1
 PARCEL 6 AREA: 40972 SQ. FT. OR 0.0922 ACRE

LOT 5
 FRANK & CALANDRA, JR.
 (REPUTED OWNERS)
 INST. # 2002-016691
 TM# 293.01-1-3.1



- DEED REFERENCES:**
1. WITHIN COVENANT FROM ART BELL, JR. TO FRANK CALANDRA AND NANCY CALANDRA DATED APRIL 18, 1991 AND RECORDED IN THE ONEDA COUNTY CLERK'S OFFICE IN INSTRUMENT # 2015-005547 ON APRIL 20, 2015.
 2. BARGAIN AND SALE DEED WITH ASSUMPTION CLAUSE FROM THE HOME SAVINGS BANK TO FRANK & CALANDRA, JR. DATED JUNE 15, 2002 AND RECORDED IN THE ONEDA COUNTY CLERK'S OFFICE IN INSTRUMENT # 2002-016691 ON JUNE 24, 1992.
 3. WARRANTY DEED WITH LIBER COVENANT FROM TONI A. CIELEJANZAK TO JAY REALTY LLC DATED FEBRUARY 23, 2016 AND RECORDED IN THE ONEDA COUNTY CLERK'S OFFICE IN INSTRUMENT # 2016-000001 ON FEBRUARY 17, 1997.

- MAP REFERENCES:**
1. 13-56C, DATED SEPTEMBER 27, 2013.
 2. MAP SUBMITTED STATE OF NEW YORK DEPARTMENT OF TRANSPORTATION DATED AUGUST 1, 1977.
 3. NEW YORK STATE DEPARTMENT OF PUBLIC WORKS AND DIVISION OF HIGHWAYS, SH 4888 ROWS SHEET 14, DATED JUNE 24, 1951.
 4. ACQUISITION MAP FOR THE RECONSTRUCTION OF A PORTION OF THE STRANK ROAD, WESTONVILLE AND SECTIONS 581, 584, 585 AND 586, DATED APRIL 24, 1951.
 5. MAP SUBMITTED TO THE STATE OF NEW YORK DEPARTMENT OF TRANSPORTATION DATED AUGUST 1, 1977.
 6. SUBDIVISION MAP DATED FEBRUARY 23, 2016 AND RECORDED IN THE ONEDA COUNTY CLERK'S OFFICE IN INSTRUMENT # 2016-000001.

NOTE:
 1. EXISTING UNDERGROUND UTILITIES, STRUCTURES, AND UTILITIES HAVE BEEN LOCATED FROM THE SURVEY AND SHOWN ON THIS MAP. THE LOCATION MUST THEREFORE BE CONSIDERED APPROXIMATE. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITIES AND STRUCTURES BEFORE CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE HORIZONTAL, VERTICAL, AND DEPTH LOCATIONS OF ALL UTILITIES, STRUCTURES AND STRUCTURES TO BE CONSIDERED TO BE VALID TRUE COPIES.

BRYANT ASSOCIATES, P.C.
 ENGINEERS SURVEYORS
 CONSTRUCTION MANAGERS
 1000 N. STATE ST. SUITE 200
 ALBANY, NY 12207
 (518) 865-1111

I HEREBY CERTIFY THAT THIS IS AN ACCURATE MAP MADE FROM AN ACTUAL SURVEY PREPARED UNDER MY DIRECTION. ORIGINALS HAVE EMBOSSED SEAL.

THOMAS W. BECK, S.E., L.S.
 PLS. LICENSE NO. 049218
 FOR BRYANT ASSOCIATES, P.C.

DATE: FEBRUARY 23, 2016

LANDS TO BE ACQUIRED
 FROM
 FRANK CALANDRA &
 NANCY CALANDRA
 (REPUTED OWNERS)

ONEDA COUNTY PARCEL 6 NEW YORK

**Permanent Easement
For
Martin Street Sewers
Frank Calandra and Nancy Calandra
Reputed Owners**

Map 4/Parcel 6 - Permanent Easement

A Permanent Easement to be exercised in, on, over and under the property delineated and hereinafter described for the purposes of constructing, reconstructing, and maintaining thereon a sewer pipe line and appurtenances in and to all that piece or parcel of property hereafter designated as Map 4/Parcel 6, situate in the City of Rome, County of Oneida, and State of New York, being part of the lands of Frank Calandra and Nancy Calandra (Reputed Owners) as recorded in the Oneida County Clerk's Office in Instrument Number 2015-005547.

Beginning at a point on the northerly highway boundary line of Martin Street and the division line between the lands of said Frank Calandra and Nancy Calandra (Reputed Owners) on the west and the lands of Frank B. Calandra, Jr. (Reputed Owner), on the east, as recorded in the Oneida County Clerk's Office in Instrument Number 2002-016697;

Thence, northeasterly - 26± feet on said division line to a point; ✓

Thence, northwesterly - 201± feet across the lands of said Frank Calandra and Nancy Calandra (Reputed Owners) on the east to the division line of the lands of J&T Realty, LLC, (Reputed Owner) as recorded in the Oneida County Clerk's Office in Liber 2804 at page 134; ✓

Thence, southwesterly - 14± along said division line of J&T Realty, LLC (Reputed Owner) to a point on said northerly highway boundary of Martin Street;

Thence, southeasterly - 201± feet along said highway boundary to the point of beginning, containing 4017± square feet (0.092± acre) of land, more or less.

Reserving, however to the owner of any right, title or interest in and to the property described above as Map 4/Parcel 6, and such owners' successors or assigns, the right of using said property and such use shall not be further limited or restricted under this easement beyond that which is necessary to effectuate its purposes for, and as established by, the construction and as so constructed, the maintenance, of the project. The use of the above described parcel shall further be restricted to not allow any permanent structure and/or landscaping to be constructed and/or planted within said permanent easement.

The above described parcel is shown on a map prepared by Bryant Associates, P.C. entitled "Lands to be acquired from Frank Calandra and Nancy Calandra (Reputed Owners)" as Map 4 Parcel 6.

RESOLUTION NO. 149

AUTHORIZING THE DELETION OF ONE POSITION OF WATER SUPPLY MAINTENANCE SUPERVISOR AND THE CREATION OF ONE POSITION OF WATER SUPPLY MAINTENANCE FOREMAN WITHIN THE WATER FILTRATION DEPARTMENT

By _____:

WHEREAS, it is the recommendation of Frederick Schmidt, Commissioner of the Department of Public Works, that one (1) position of Water Supply Maintenance Supervisor be deleted and the creation of one (1) position of Water Supply Maintenance Foreman occur within the Water Filtration Department, effective July 18, 2016; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that one (1) position of Water Supply Maintenance Supervisor be deleted and the creation of one (1) position of Water Supply Maintenance Foreman occur within the Water Filtration Department, effective July 18, 2016; and

BE IT FURTHER RESOLVED, that the City Treasurer is authorized to amend the 2016 budget to reflect same.

Seconded by _____.

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

ADOPTED:

DEFEATED:

RESOLUTION NO. 150

AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH HAYLOR FREYER AND COON PURSUANT TO RESOLUTION NO. 54 ADOPTED MARCH 7, 2016 (PURCHASE OF ADDITIONAL COVERAGE FOR \$17,578.00)

By _____:

WHEREAS, pursuant to Resolution No. 54, adopted by the City of Rome’s Board of Estimate and Contract, authorization was granted to enter into a contract for the City’s various insurance coverages, including, inter alia; Property, Auto, General Liability, Law Enforcement Liability, Inland Marine and Public Officials Liability and Umbrella, for a one-year time period with Haylor, Freyer & Coon of Syracuse, New York, at a total contract price not to exceed \$ 264,871.46 for the time period of March 8, 2016 until March 8, 2017

WHEREAS, Gerard F. Feeney has requested authorization to increase the City of Rome’s umbrella insurance coverage from \$1,000,000.00 to \$3,000,000.00 through Haylor Freyer and Coon Insurance Company, at a prorated amount not to exceed \$17,578.00; and

WHEREAS, this amendment will increase the contract price by \$17,578.00 for a total amount not to exceed \$282,449.46; now, therefore

BE IT RESOLVED, that the City of Rome be and is hereby authorized to amend Resolution No. 54, adopted by the Board of Estimate and Contract on March 8, 2016 so as to include the purchase of additional umbrella (insurance) coverage, increasing the limit from \$1,000,000.00 to \$3,000,000.00 at a prorated amount not to exceed \$17,578.00, bringing the grand total to \$282,449.46; and

BE IT FURTHER RESOLVED, Mayor Jacqueline M. Izzo, be and is hereby authorized to execute any and all documents necessary to bind insurance coverage of same.

Seconded by _____.

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

ADOPTED: _____ DEFEATED: _____

RESOLUTION NO. 151

AUTHORIZING THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH THE
NEW YORK STATE DEPARTMENT OF TRANSPORTATION RELATIVE TO THE
RECONSTRUCTION OF GRIFFISS VETERANS MEMORIAL PARKWAY

By _____ :

WHEREAS, the State of New York Department of Transportation proposes to construct a State Highway identified as P.I.N. 2752.69, Reconstruction of Griffiss Veterans Memorial Parkway, County of Oneida, within the geographical jurisdiction of the City of Rome, and

WHEREAS, the City of Rome approves such project and desires to have a highway lighting system on such highway within its geographical jurisdiction, and

WHEREAS, the State of New York has agreed to provide as part of the project the following items in connection with a street lighting system:

- a. Underground duct system, including conduits, wire, pull boxes, hand holes, junction boxes, anchor bolts, drainage pockets, expansion joints and anything necessary to complete the Highway lighting system.
- b. Seventy Nine (79) new lighting foundations
- c. Seventy Nine (79) new lighting standards with Seventy Nine (79) High Pressure Sodium Luminaries.
- d. Three (3) Disconnect Cabinets that power the Lighting System.

All of the above identified (a-d) items shall be and continue to be the property of the State of New York. Provided that the City of Rome agrees to maintain, repair and energize such highway lighting system for a period of twenty (20) years or until such time as the Commissioner, in his discretion, determines that such lighting and/or the maintenance of such lighting system is no longer necessary for such Highway/Arterial or Interstate.

Now, therefore,

BE IT RESOLVED, that the City of Rome approves of the above subject project, and

BE IT FURTHER RESOLVED, that the City of Rome shall maintain, repair and energize such highway lighting system, and

BE IT FURTHER RESOLVED, that the Board of Estimate and Contract of the City of Rome hereby authorizes the Mayor of the City of Rome to enter into and execute an Agreement with the State of New York, and through the Commissioner of Transportation to commit the City of Rome to maintain, at its own expense, the lighting system on the above-identified project, such agreement to provide that the maintenance shall include the repair and replacement of equipment and the furnishing of electric current for the lighting system, and

BE IT FURTHER RESOLVED, that the City Clerk is hereby authorized and directed to transmit five (5) certified copies of the foregoing Resolution to the New York State Department of Transportation, attention Anthony J. Lamanna, Assistant Regional Utility Engineer, R-2, 207 Genesee Street, Utica, New York 13501. (Anthony.Lamanna@dot.ny.gov)

Seconded by _____.

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

ADOPTED:

DEFEATED:

AGREEMENT FOR MAINTENANCE, REPAIR AND ENERGIZING OF HIGHWAY LIGHTING FOR STATE HIGHWAY/ARTERIAL/INTERSTATE IDENTIFIED AS

**PIN 2752.69 Reconstruction of Griffiss Veterans Memorial Parkway
City of Rome, Oneida County**

Agreement # _____

This Agreement made this **1st day of July, 2016**, by and between the People of the State of New York (hereinafter referred to as "STATE") acting by and through the Commissioner of Transportation (hereinafter referred to as "COMMISSIONER") whose principal office is at 50 Wolf Road, in the City and County of Albany, State of New York and the MUNICIPALITY OF **City of Rome** (hereinafter referred to as "MUNICIPALITY") acting by and through the **Honorable Jacqueline M. Izzo of City of Rome**, whose principal office is at **198 North Washington Street, Rome, NY 13440**.

WITNESSETH:

WHEREAS, the COMMISSIONER proposes to construct a State Highway/Arterial/Interstate pursuant to the New York State Highway Law, such highway being identified as **PIN 2752.69 Reconstruction of Griffiss Veterans Memorial Parkway**, County of **Oneida**, within the geographical jurisdiction of the MUNICIPALITY, and

WHEREAS, it is recognized by the MUNICIPALITY and the COMMISSIONER that the STATE does not have the funds available to maintain, repair and energize a lighting system for such highway, and

WHEREAS, the MUNICIPALITY desires to have lighting on or along such highway within the geographical jurisdiction of the MUNICIPALITY, and

WHEREAS, it is recognized by the MUNICIPALITY and the COMMISSIONER that if the MUNICIPALITY desires to have lighting on or along such highway within the geographical jurisdiction of the MUNICIPALITY, the MUNICIPALITY will have to maintain, repair and energize such lighting at its own expense, and

WHEREAS, the MUNICIPALITY, by **Resolution No. _____**, adopted at a meeting held on _____, **2016**, approved the above identified project and the terms and provisions of the Agreement and has further authorized the **Honorable Jacqueline M. Izzo** of the MUNICIPALITY to execute this Agreement on behalf of the MUNICIPALITY (copy of such Resolution is attached and made a part of this Agreement), and

WHEREAS, the MUNICIPALITY and the COMMISSIONER are desirous of identifying the respective responsibilities of the parties with regard to the highway lighting system.

NOW, THEREFORE, in consideration of the mutual promises and benefits moving to the parties, it is agreed as follows:

1. Documents Forming This Agreement. The parties agree that the Agreement consists of the following:

- a. Agreement: This document, entitled "Agreement for Maintenance, Repair and Energizing of Highway Lighting for State Highway/Arterial/Interstate, Identified as **PIN 2752.69 Reconstruction of Griffiss Veterans Memorial Parkway**;
- b. Appendix "A" - New York State Required Contract Provisions;
- c. Appendix "A-1" - Supplemental Title VI Provisions (Civil Rights Act);
- d. Appendix "B" - Requirements for Federally Aided Transportation Projects;
- e. Resolution(s): duly adopted resolutions authorizing the appropriate municipal office to execute the Agreement and undertake the project on the terms and conditions set for herein.

2. The COMMISSIONER shall provide for the furnishing and placing of the following items in connections with a highway lighting system on the above mentioned highway:

- a. **Underground duct system, including conduits, wire, pull boxes, hand holes, junction boxes, anchor bolts, drainage pockets, expansion joints and anything necessary to complete the Highway lighting system.**
- b. **Seventy Nine (79) New Lighting Foundations.**
- c. **Seventy Nine (79) New Highway Light Standards with Seventy Nine (79) High Pressure Sodium Luminaries.**
- d. **Three (3) Disconnect Cabinets that power the Lighting System.**

All of the above-identified (a-d) items shall be and continue to be the property of the State of New York.

3. Upon completion of construction of the above identified highway, the MUNICIPALITY shall at its own expense, maintain the lighting system on or along such highway. Such maintenance shall include, but not be limited to:

- a. Repair of equipment which may be damaged from any cause whatsoever.
- b. Replacement of equipment which may be damaged from any cause whatsoever, such replacement material to be of equal character to the replaced equipment.
- c. Furnishing electric current for the lighting system during the customary night hours of each day of the year, at no cost or obligation to the STATE.

The MUNICIPALITY shall continue to maintain the lighting system for a period of **20 years** or until such time as the COMMISSIONER at his/her discretion determines that such lighting and/or the maintenance of such lighting system is no longer necessary for such State Highway/Arterial/Interstate.

In the event the MUNICIPALITY, without the prior consent of the COMMISSIONER discontinues the energizing or discontinues payment for the energizing of the highway lighting system, which results in the STATE being required to pay the Federal government any moneys, as a penalty or otherwise, the MUNICIPALITY, upon notification by the COMMISSIONER of such requirement to pay, shall reimburse the STATE the amount of such required payment.

Further, it is expressly understood that the MUNICIPALITY shall indemnify and save harmless the STATE from claims, suits, actions, damages and costs of every name and description resulting from the discontinuance of the energizing or discontinuance of payment for energizing of the lighting system by the MUNICIPALITY.

4. The COMMISSIONER or representative may periodically inspect the highway lighting system provided and installed under the above identified project number to ascertain that the lighting system is being maintained in accordance with the terms of this Agreement and in condition satisfactory to the COMMISSIONER. The COMMISSIONER shall, in writing, notify the MUNICIPALITY of any observed deficiencies, listing such deficiencies. Within thirty (30) days of receipt of such notification the COMMISSIONER or his/her representative shall arrange for a meeting to be held with the authorized representative of the MUNICIPALITY. At such meeting the COMMISSIONER or his/her representative and the authorized representative of the MUNICIPALITY shall discuss the means required to remedy the noted deficiencies. Based on the discussion, and based on the nature of the required remedial action, a reasonable time limit shall be mutually established by the COMMISSIONER or his/her representative and the authorized representative of the MUNICIPALITY for the satisfactory completion of remedial action by the MUNICIPALITY.

5. It is recognized by the parties hereto that failure of the MUNICIPALITY to complete the required remedial actions within the agreed upon time limit may subject the MUNICIPALITY to certain penalties. If the equipment supplied and installed by the STATE for the above subject lighting system was done pursuant to a Federally aided and Federally reimbursable contract, and the MUNICIPALITY fails to make the remedial actions within the agreed upon time limit, no further Federally aided project shall be approved until such time as the lighting system is restored to the level and condition of maintenance required by this Agreement. In addition, failure of the MUNICIPALITY to make such remedial actions may subject the MUNICIPALITY to loss of State aid for other municipal contracts.

6. The MUNICIPALITY agrees not to assign, transfer, convey, sublet or otherwise dispose of this agreement or any part thereof, or its right, title, or interest therein, or its power to execute such agreement to any person, company or corporation without previous consent in writing to the COMMISSIONER, except as herein provided by Resolution attached hereto.

7. The COMMISSIONER herewith extends his/her consent to the MUNICIPALITY to establish a lighting district and transferring responsibility for maintenance of the lighting system and payment of ensuing energy cost to the **Lighting District.**

8. Prior to the expiration of the agreement, the Municipality shall review the Agreement and determine whether it desires to continue maintaining said lighting system.

If at any time beyond **20 years**, the MUNICIPALITY, in its discretion, determines that it does not desire to maintain said lighting system, it will so notify the COMMISSIONER. Where the MUNICIPALITY has no desire to maintain the lighting system, said fixtures will be removed by the STATE at the expense of the MUNICIPALITY, unless the STATE has funds available to maintain, repair and energize said lighting system, and the COMMISSIONER, in his/her discretion, determines that such lighting is necessary for such State Highway. Upon notification by the COMMISSIONER of the removal cost, the MUNICIPALITY shall reimburse the STATE the amount specified. The cost of removal includes but is not limited to review and upgrading of roadway delineation features, including pavement markings, and any and all penalties, fees and/or other costs for unamortized fixtures which the STATE is required to pay the Federal Government.

9. Notices.

- a. All notices permitted or required hereunder shall be in writing and shall be transmitted either:
- i. via certified or registered US mail, return receipt requested;
 - ii. by personal delivery;
 - iii. by expedited delivery service; or
 - iv. by e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time to time designate:

State of New York Department of Transportation

Name: Anthony J. Lamanna
Title: Assistant Regional Utility Engineer, R-2
Address: 207 Genesee Street, Utica, New York 13501
Telephone Number: 315-793-2432 (office) 315-796-0581 (cell)
Facsimile Number: 315-793-2400
E-Mail Address: Anthony.Lamanna@dot.ny.gov

City of Rome

Name: Honorable Jacqueline M. Izzo
Title: Mayor
Address: 198 North Washington Street, Rome, NY 13440
Telephone Number: 315-339-7676
Facsimile Number: 315-339-7667
E-Mail Address: Mayor@romecitygov.com
Fed Tax ID: 15-6000414

- b. Any such notice shall be deemed to have been given either at the time of delivery or, in the case of expedited delivery service or certified or registered US mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of e-mail, upon receipt.
- c. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for the purposes of implementation and administration/billing, resolving issues and problems, and/or for dispute resolution.

10. A certified copy of the Resolution(s) passed by the **Common Council** of the **City of Rome** is attached hereto and made part of this agreement.

This Agreement shall commence on **July 1, 2016**, and shall expire **20 years** from that date.

IN WITNESS WHEREOF, the STATE has caused this instrument to be signed by the said COMMISSIONER of Transportation and the MUNICIPALITY has caused this instrument to be signed by its **Mayor**.

Agreement No. _____

Agency Certification-"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other copies of this contract."

APPROVED:

MUNICIPALITY: **City of Rome**

Municipal Attorney

By: _____
Honorable Jacqueline M. Izzo

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

On this _____ day of _____, 2016, before me personally came **Honorable Jacqueline M. Izzo**, to me known, who being by me duly sworn did depose and say that she is the **Mayor** of the Municipal Corporation described herein, and which executed the above instrument; that she knows the seal of such Municipality; that the seal affixed to said instrument is such corporate seal, that it was affixed by order of the legislative Body of said Municipal Corporation pursuant to a Resolution which was duly adopted on _____ and to which a certified copy is attached and made a part hereof; and that he signed his name thereto by like order.

Notary Public

APPROVED FOR NYSDOT:

By: _____ Date _____
for the Commissioner
of Transportation

**APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL**

By: _____
Assistant Attorney General

COMPTROLLER'S APPROVAL:

By: _____
For the New York State Comptroller
Pursuant to State Finance Law §112

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance 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 State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).
4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance 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.
5. **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, 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, 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. 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.
6. **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 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, 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 State of any State approved sums due and owing for work done upon the project.
7. **NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.
8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export

Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. **SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

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 must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General 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 State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State 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: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.** (a) **FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER.** All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on

its invoice or New York State standard voucher, 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 State is mandatory. The principal 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 tax liabilities and to generally identify persons affected by the taxes administered by the 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 purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. **EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

13. **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 Appendix A, the terms of this Appendix A shall control.

14. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. **LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. **NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. **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 State.

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 §165 State Finance Law. Any such use must meet with the approval of the State; 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 State.

19. **MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. **OMNIBUS PROCUREMENT ACT OF 1992.** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business
Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROcity AND SANCTIONS PROVISIONS.

Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

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

Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.

If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law

Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

APPENDIX A-1: SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

To be included in all contracts

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a.) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b.) cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B
REQUIREMENTS FOR FEDERALLY-AIDED TRANSPORTATION PROJECTS
(April 2016)

There is a substantial body of requirements attached to the use of Federal highway or transportation aid. These requirements create or overlay processes, procedures, documentation requirements, authorizations, approvals and certifications that may be substantially greater or different from those that are not funded with Federal-aid and proceed under applicable State and local laws, customs and practices. Under Title 23 of the United States Code, the New York State Department of Transportation (NYSDOT) is responsible for the administration of transportation projects in New York State to which NYSDOT provides Federal highway or transportation-related aid. Through this Agreement, which provides or is associated with such funding, NYSDOT delegates various elements of project and funding administration as described elsewhere in this Agreement. In undertaking a Federally aided project, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement with Federal-aid funding or project administration agrees to proceed in compliance with all the applicable Federal-aid requirements.

NYSDOT, in cooperation with FHWA, has assembled the body of Federal-aid requirements, procedures and practices in its Procedures for Locally Administered Federal-Aid Projects (available through NYSDOT's web site at: www.dot.ny.gov/plafap). In addition, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement for Federal-aid funding or project administration that enters into Federally aided project construction contracts is required to physically incorporate into all its Federally aided construction contracts and subcontracts there under the provisions that are contained in Form FHWA-1273 (available from NYSDOT or electronically at: www.fhwa.dot.gov/programadmin/contracts/1273.htm).

In addition to the referenced requirements, the attention of Municipality/Sponsor hereunder is directed to the following requirements and information:

NON DISCRIMINATION/EEO/DBE REQUIREMENTS

The Municipality/Sponsor and its contractors agree to comply with Executive Order 11246, entitled "Equal Employment Opportunity" and United States Department of Transportation (USDOT) regulations (49 CFR Parts 21, 23, 25, 26 and 27) and the following:

1. **NON DISCRIMINATION**. No person shall, on the ground of race, color, creed, national origin, sex, age or handicap, be excluded from participation in, or denied the benefits of, or be subject to, discrimination under the Project funded through this Agreement.
2. **EQUAL EMPLOYMENT OPPORTUNITY**. In connection with the execution of this Agreement, the Municipality/Sponsors contractors or subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin. Such contractors shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin or age. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
3. **DISADVANTAGED BUSINESS ENTERPRISES**. In connection with the performance of this Agreement, the Municipality/Sponsor shall cause its contractors to cooperate with the State

in meeting its commitments and goals with regard to the utilization of Disadvantaged Business Enterprises (DBEs) and will use its best efforts to ensure that DBEs will have opportunity to compete for subcontract work under this Agreement. Also, in this connection the Municipality or Municipality/Sponsor shall cause its contractors to undertake such actions as may be necessary to comply with 49 CFR Part 26.

As a sub-recipient under 49 CFR Part 26.13, the Municipality/Sponsor hereby makes the following assurance.

The Municipality/Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any United States Department of Transportation (USDOT)-assisted contract or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26. The Municipality/Sponsor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of the United States Department of Transportation-assisted contracts. The New York State Department of Transportation's DBE program, as required by 49 CFR Part 26 and as approved by the United States Department of Transportation, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

FEDERAL SINGLE AUDIT REQUIREMENTS

Non-Federal entities that expend \$500,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations. Non-Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non-Federal entities that expend less than \$500,000 in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B-- Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency¹ the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO).

Non-Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

¹ The designated cognizant agency for audit shall be the federal awarding agency that provides the predominant amount of direct funding to a recipient unless OMB changes it.

THE CATALOG OF FEDERAL DOMESTIC ASSISTANCE

The Catalog of Federal Domestic Assistance (CFDA²), is an on-line database of all Federally-aided programs available to State and local governments (including the District of Columbia); Federally recognized Indian tribal governments; Territories (and possessions) of the United States; domestic public, quasi-public, and private profit and nonprofit organizations and institutions; specialized groups; and individuals.

THE CFDA IDENTIFICATION NUMBER

OMB Circular A-133 requires all Federal-aid recipients to identify and account for awards and expenditures by CFDA Number. The Municipality/Sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

The most commonly used CFDA number for the Federal Aid Highway Planning and Construction program is 20.205.

Additional CFDA numbers for other transportation and non-transportation related programs are:

- 20.215 Highway Training and Education
- 20.219 Recreational Trails Program
- 20.XXX Highway Planning and Construction - Highways for LIFE;
- 20.XXX Surface Transportation Research and Development;
- 20.500 Federal Transit-Capital Investment Grants
- 20.505 Federal Transit-Metropolitan Planning Grants
- 20.507 Federal Transit-Formula Grants
- 20.509 Formula Grants for Other Than Urbanized Areas
- 20.600 State and Community Highway Safety
- 23.003 Appalachian Development Highway System
- 23.008 Appalachian Local Access Roads

PROMPT PAYMENT MECHANISMS

In accordance with 49 CFR 26.29, and NY State Finance Law 139-f or NY General Municipal Law 106-b(2) as applicable:

- (a) You must establish, as part of your DBE program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 7 calendar days from receipt of each payment you make to the prime contractor.
- (b) You must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed. You must use one of the following methods to comply with this requirement:
 - (1) You may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.
 - (2) You may decline to hold retainage from prime contractors and require a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by prime

² www.cfda.gov/

contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed.

(3) You may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 7 calendar days after your payment to the prime contractor.

(c) For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the recipient. When a recipient has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

(d) Your DBE program must provide appropriate means to enforce the requirements of this section. These means may include appropriate penalties for failure to comply, the terms and conditions of which you set. Your program may also provide that any delay or postponement of payment among the parties may take place only for good cause, with your prior written approval.

(e) You may also establish, as part of your DBE program, any of the following additional mechanisms to ensure prompt payment:

(1) A contract clause that requires prime contractors to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes. You may specify the nature of such mechanisms.

(2) A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

(3) Other mechanisms, consistent with this part and applicable state and local law, to ensure that DBEs and other contractors are fully and promptly paid.

CARGO PREFERENCE ACT REQUIREMENTS – U.S. FLAG VESSELS

In accordance with 46 CFR 381, the contractor agrees:

- (a) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- (b) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- (c) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.