



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 28, 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. 152
A

AUTHORIZATION TO ACQUIRE EASEMENT ON MARTIN STREET FROM ALBERT J. TAHAN & BERNADETTE A. QUENNEVILLE TO ALLOW THE CITY OF ROME ACCESS FOR UPGRADES TO THE SEWER SYSTEM THROUGH THE MARTIN STREET SANITARY SEWER EXTENSION PROJECT. Schmidt

RES. NO. 153
B

AUTHORIZATION TO ACQUIRE EASEMENT ON MARTIN STREET FROM ALBERT J. TAHAN & BERNADETTE A. QUENNEVILLE TO ALLOW THE CITY OF ROME ACCESS FOR UPGRADES TO THE SEWER SYSTEM THROUGH THE MARTIN STREET SANITARY SEWER EXTENSION PROJECT. Schmidt

RES. NO. 154
C

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH CDM SMITH FOR AN AMOUNT NOT TO EXCEED \$24,400.00. Schmidt

RES. NO. 155

D

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH CDM SMITH FOR AN AMOUNT NOT TO EXCEED \$9,600.00. Nolan

RES. NO. 156

E

AUTHORIZING CHANGE ORDER NO. 6 TO CONTRACT WITH BARTON & LOGUIDICE, P.C. (B&L) PURSUANT TO ORIGINAL BOARD OF ESTIMATE AND CONTRACT RESOLUTION NO. 20 ADOPTED JANUARY 11, 2007, RELATIVE TO THE CITY OF ROME'S ENVIRONMENTAL RESTORATION PROGRAM. Seelig

7. TABLED RESOLUTIONS

RES. NO. 49

G

AUTHORIZING BUDGETARY TRANSFER. Nolan

8. ADJOURNMENT

RESOLUTION NO. 152

AUTHORIZATION TO ACQUIRE EASEMENT ON MARTIN STREET FROM ALBERT J. TAHAN & BERNADETTE A. QUENNEVILLE 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 Albert J. Tahan and Bernadette A. Quenneville of 131 Henry Street, Rome, New York, at their property located on Martin Street, identified by Tax Map No. 259.001-0001-003.008 “the Property” in connection with the Martin Street Sanitary Sewer Extension Project; and

WHEREAS, Albert J. Tahan and Bernadette A. Quenneville 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 Albert J. Tahan and Bernadette A. Quenneville of 131 Henry Street, Rome, New York, for their property located on Martin Street, identified by Tax Map No. 259.001-0001-003.008said 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 12th day of July, 2016, by and between **ALBERT J. TAHAN** and **BERNADETTE A. QUENNEVILLE** ("Tahan"), residing at 131 Henry 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 #259.001-0001-003.009); and

WHEREAS, Grantee desires access to the Grantor's property at Martin Street (Tax Map #259.001-0001-003.009) 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

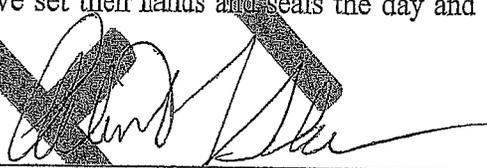
unto the Grantee a permanent easement over, across and under one (1) portion of Grantor's land at Martin Street (Tax Map #259.001-0001-003.009), which shall run with the land and be forever binding on Grantor, her heirs, executors, successors and assigns. Said easement shall be used by the Grantee for 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 to 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 Albert J. Tahan and Bernadette A. Quenneville by deed dated January 4, 1999 and recorded in the Oneida County Clerk's Office on February 8, 1999 in Book 2856 at page 373.

Reserving, however to the owner of any right, title or interest in and to the property described above as Map 7 and Parcel 9, 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 planned within said permanent easement.

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

By: 
Albert J. Tahan

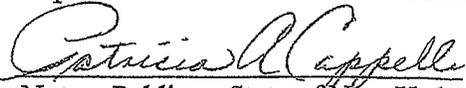
By: 
Bernadette A. Quenneville

The City of Rome, New York

By: _____
Jacqueline M. Izzo, Mayor

STATE OF NEW YORK
COUNTY OF ONEIDA ss.:

On the 12 day of June, in the year 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Albert J. Tahan, 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

PATRICIA A. CAPPELLI
Notary Public in the State of New York
Appointed in Oneida County
My Commission Expires Feb 17, 20 18
4885484

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

On the 12 day of July, in the year 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Bernadette A. Quenneville, 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

PATRICIA A. CAPPELLI
Notary Public in the State of New York
Appointed in Oneida County
My Commission Expires Feb 17, 2018
4886484

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

DRAFT

**Permanent Easement
For
Martin Street Sewers
Albert J. Tahan and Bernadette A. Quenneville
Reputed Owners**

Map 7/Parcel 9 - 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 7/Parcel 9, situate in the City of Rome, County of Oneida, and State of New York, being part of the lands of Albert J. Tahan and Bernadette A. Quenneville (Reputed Owners) as recorded in the Oneida County Clerk's Office in Liber 2856 at page 373.

Beginning at a point on the northerly highway boundary line of Martin Street and the division line between the lands of said Albert J. Tahan and Bernadette A. Quenneville (Reputed Owners) on the west and the lands of J&T Realty, LLC (Reputed Owner) on the east as recorded in the Oneida County Clerk's Office in Instrument 2003-001859;

Thence, northeasterly - 16± feet along said division line to a point;

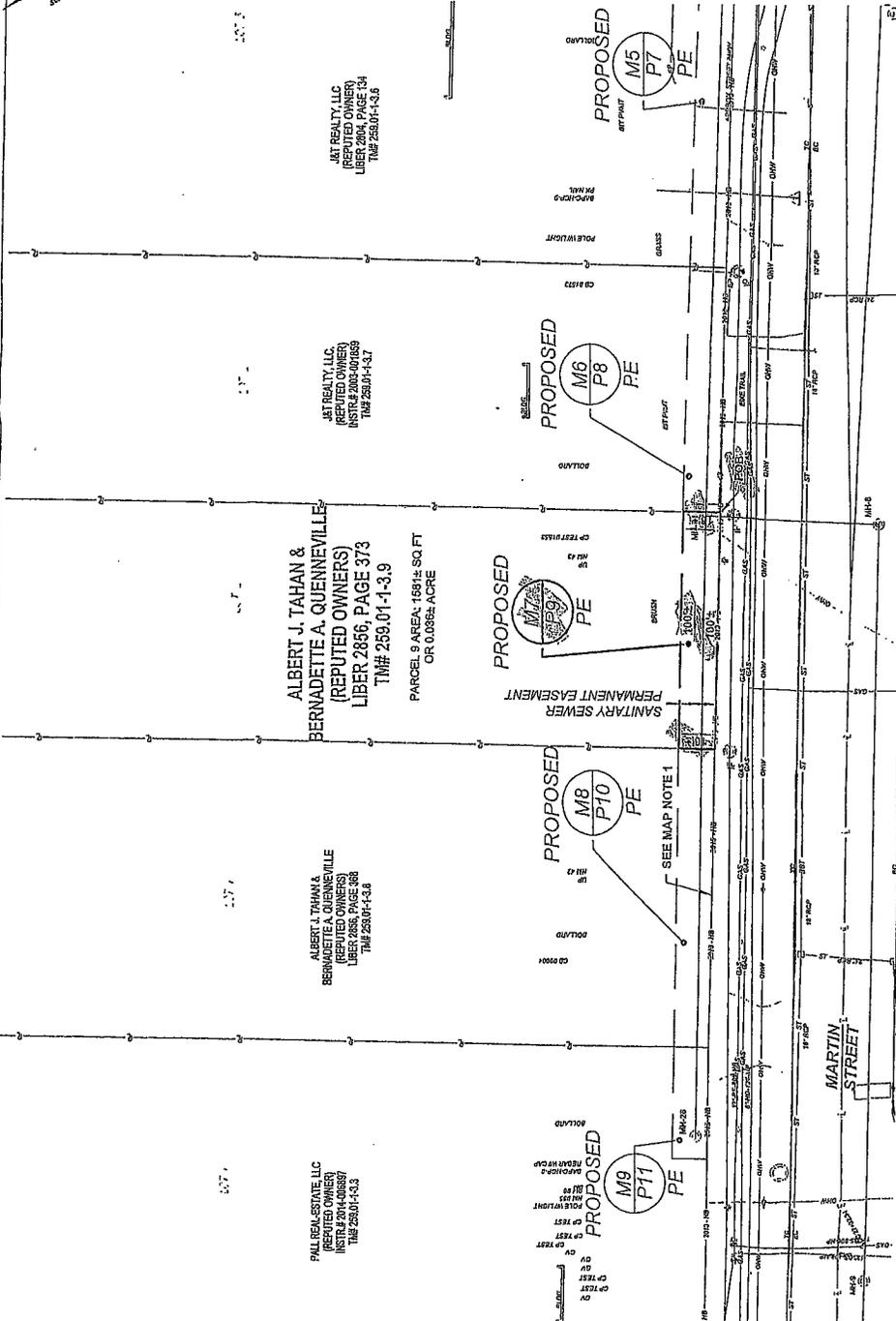
Thence, northwesterly - 100± feet across the lands of said Albert J. Tahan and Bernadette A. Quenneville (Reputed Owners) to the division line of the lands of Albert J. Tahan & Bernadette A. Quenneville, (Reputed Owners) on the east and of Albert J. Tahan & Bernadette A. Quenneville, (Reputed Owners) on the west as recorded in the Oneida County Clerk's Office in Liber 2856 at page 368;

Thence, southwesterly - 16± feet along said division line to a point on said northerly highway boundary of Martin Street;

Thence, southeasterly - 100± feet along said highway boundary to the point of beginning, containing 1581± square feet (0.036± 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 7/Parcel 9, 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 Albert J. Tahan & Bernadette A. Quenneville (Reputed Owners)" as Map 7 Parcel 9.



MIT REALTY, LLC
(REPUTED OWNER)
LIBER 2004, PAGE 134
T#M# 250.01-1-3.6

JAT REALTY, LLC
(REPUTED OWNER)
LIBER 2003-007059
T#M# 250.01-1-3.7

ALBERT J. TAHAN &
BERNADETTE A. QUENNEVILLE
(REPUTED OWNERS)
LIBER 2856, PAGE 373
T#M# 250.01-1-3.9
PARCEL 9 AREA: 1691± SQ. FT.
OR 0.038± ACRE

ALBERT J. TAHAN &
BERNADETTE A. QUENNEVILLE
(REPUTED OWNERS)
LIBER 2856, PAGE 380
T#M# 250.01-1-3.8

PALL REALSTATE, LLC
(REPUTED OWNER)
LIBER 2014-006867
T#M# 250.01-1-3.3

- DEED REFERENCES:**
- WARRANTY DEED FROM JOSEPH S. TAHAN TO ALBERT J. TAHAN AND BERNADETTE A. QUENNEVILLE DATED JANUARY 4, 1995 AND RECORDED IN THE ONEIDA COUNTY CLERK'S OFFICE IN BOOK 2856 ON PAGE 373 ON FEBRUARY 9, 1995.
 - WARRANTY DEED WITH LIEN COVENANT FROM TONI A. OLEMACZYK TO JAT REALTY, LLC DATED NOVEMBER 20, 1997 AND RECORDED IN THE ONEIDA COUNTY CLERK'S OFFICE IN LIBER 2004 PAGE 134 ON DECEMBER 15, 1997.
 - WARRANTY DEED WITH LIEN COVENANT FROM MADONIA ENTERPRISES INC. AND J. T. REALTY, LLC DATED JANUARY 22, 2003 AND RECORDED IN THE ONEIDA COUNTY CLERK'S OFFICE IN INSTRUMENT 250.03-007059 ON JANUARY 24, 2003.
 - WARRANTY DEED FROM VIOLETTE TAHAN TO ALBERT J. TAHAN AND BERNADETTE A. QUENNEVILLE DATED JANUARY 4, 1995 AND RECORDED IN THE ONEIDA COUNTY CLERK'S OFFICE IN LIBER 2856 ON PAGE 380 ON FEBRUARY 9, 1995.
 - WARRANTY DEED WITH LIEN COVENANT FROM DAVID S. MANZOLINI TO PALL REALSTATE, LLC DATED MAY 1, 2014 AND RECORDED IN THE ONEIDA COUNTY CLERK'S OFFICE IN INSTRUMENT 2014-006867 ON MAY 30, 2014.
- MAP REFERENCES:**
- MAP ENTITLED "NEW YORK STATE THROUGHWAY AUTHORITY CANALWAY TRAIL" T#S 15-25C, DATED SEPTEMBER 27, 2013.
 - MAP ENTITLED "STATE OF NEW YORK DEPARTMENT OF TRANSPORTATION STANWIX - GRIFFISS AS FORCE BASE STATE HIGHWAY S#17-67, 06597, DATED AUGUST 1, 1977.
 - NEW YORK STATE DEPARTMENT OF PUBLIC WORKS AND DIVISION OF HIGHWAYS, SH 1465 R2479 SHEET #4 DATED JUNE 2, 1991.
 - ACQUISITION MAP FOR THE RECONSTRUCTION OF A PORTION OF THE STANWIX CANALWAY, SH 1465 ENTITLED "NEW YORK STATE RAILWAYS - REPUTED OWNER, PARCEL #1, MAP #27-ABO-1-12, DATED APRIL 30, 1997.
 - MAP ENTITLED "PLANS FOR IMPROVING THE ROME ROADS, AUGUSTA AND MOUNTAINLAND SECTIONS" SH 964, SHEETS #8 & 9, DATED DECEMBER 20, 1905.
 - SUBDIVISION MAP ENTITLED "PROPOSED SUBDIVISION MAP PROPERTY OF THOMAS W. BOCK, P.E., J.L.S. DATED OCTOBER 26, 1987 AND RECORDED IN THE ONEIDA COUNTY CLERK'S OFFICE JUNE 7, 1988 AS MAP #1807.

NOTE:
1. EXISTING UNDERGROUND FACILITIES, STRUCTURES, AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE PLANS, RECORDS AND SURVEYS. LOCATION INFORMATION MUST BE CONSIDERED APPROXIMATE & NO GUARANTEE IS MADE BY BRYANT ASSOCIATES P.C. TO THE HORIZONTAL OR VERTICAL POSITIONS OF ANY FACILITIES OR UTILITIES. THERE MAY BE OTHERS. THE EXISTING OF STRUCTURES AND UTILITIES UNKNOWN TO THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE HORIZONTAL & VERTICAL LOCATIONS OF ALL FACILITIES, STRUCTURES & UTILITIES PRIOR TO COMMENCING WORK.
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 MAP BEARING A SURVEYOR'S SEAL IS A VIOLATION OF SECTION 7209, SUB-DIVISION 2, OF THE NEW YORK STATE EDUCATION LAW.
4. ONLY COPIES FROM THE ORIGINAL OF THIS SURVEY MARKED WITH AN EMBOSSED SEAL AND SIGNED BY THE SURVEYOR'S EMBOSSED SEAL SHALL BE CONSIDERED TO BE VALID TRUE COPIES.

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

THOMAS W. BOCK, P.E., J.L.S.
SURVEYOR
FOR BRYANT ASSOCIATES, P.C.

STATE OF NEW YORK
THOMAS W. BOCK
04-19-2012
LICENSED LAND SURVEYOR

BRYANT ASSOCIATES, P.C.
ENGINEERS SURVEYORS
CONSTRUCTION MANAGERS
100 W. LEFFERTS BLVD., SUITE 200
ROCKY HILL, NEW YORK 12576

CITY OF ROME T#M# 250.001-0001-003.009

LANDS TO BE ACQUIRED FROM
ALBERT J. TAHAN &
BERNADETTE A. QUENNEVILLE
(REPUTED OWNERS)

ONEIDA COUNTY

NEW YORK

RESOLUTION NO. 153

AUTHORIZATION TO ACQUIRE EASEMENT ON MARTIN STREET FROM ALBERT J. TAHAN & BERNADETTE A. QUENNEVILLE 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 Albert J. Tahan and Bernadette A. Quenneville of 131 Henry Street, Rome, New York, at their property located on Martin Street, identified by Tax Map No. 259.001-0001-003.008 “the Property” in connection with the Martin Street Sanitary Sewer Extension Project; and

WHEREAS, Albert J. Tahan and Bernadette A. Quenneville 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 Albert J. Tahan and Bernadette A. Quenneville of 131 Henry Street, Rome, New York, for their property located on Martin Street, identified by Tax Map No. 259.001-0001-003.008 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 5th day of July, 2016, by and between **ALBERT J. TAHAN** and **BERNADETTE A. QUENNEVILLE** ("Tahan"), residing at 131 Henry 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 #259-001-0001-003-008); and

WHEREAS, Grantee desires access to the Grantor's property at Martin Street (Tax Map #259-001-0001-003-008) 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 #259.001-0001-003.008), 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 to 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 Albert J. Tahan and Bernadette A. Quenneville by deed dated January 4, 1999 and recorded in the Oneida County Clerk's Office on February 8, 1999 in Liber 2856 at page 368.

Reserving, however to the owner of any right, title or interest in and to the property described above as Map 8 and Parcel 10, 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: 
Albert J. Tahan

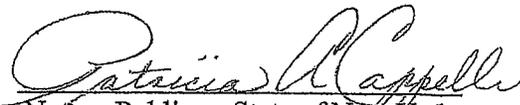
By: 
Bernadette A. Quenneville

The City of Rome, New York

By: _____
Jacqueline M. Izzo, Mayor

STATE OF NEW YORK
COUNTY OF ONEIDA ss.:

On the 5 day of June, in the year 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Albert J. Tahan, 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

PATRICIA A. CAPPELLI
Notary Public in the State of New York
Appointed in Oneida County
My Commission Expires Feb 17, 20 18
4885484

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

On the 5 day of July in the year 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Bernadette A. Quenneville, 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

PATRICIA A. CAPPELLI
Notary Public in the State of New York
Appointed in Oneida County
My Commission Expires Feb 17, 2018
4885484

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

DRAFT

**Permanent Easement
For
Martin Street Sewers
Albert J. Tahan and Bernadette A. Quenneville
Reputed Owners**

Map 8/Parcel 10 - 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 8/Parcel 10, situate in the City of Rome, County of Oneida, and State of New York, being part of the lands of Albert J. Tahan and Bernadette A. Quenneville (Reputed Owners) as recorded in the Oneida County Clerk's Office in Liber 2856 at page 368.

Beginning at a point on the northerly highway boundary line of Martin Street and the division line between the lands of said Albert J. Tahan and Bernadette A. Quenneville (Reputed Owners) 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 373;

Thence, northeasterly - 16± feet along said division line to a point;

Thence, northwesterly - 125± feet across the lands of said Albert J. Tahan and Bernadette A. Quenneville (Reputed Owners) to the division line of the lands of said Albert J. Tahan & Bernadette A. Quenneville, (Reputed Owners) on the east and Pall Real-Estate, LLC (Reputed Owner) on the west as recorded in the Oneida County Clerk's Office in Instrument Number 2014-006897;

Thence, southwesterly - 15± along said division line to a point on said northerly highway boundary of Martin Street;

Thence, southeasterly - 125± feet along said highway boundary to the point of beginning, containing 1900± square feet (0.044± 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 8/Parcel 10, 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 Albert J. Tahan & Bernadette A. Quenneville (Reputed Owners)" as Map 8 Parcel 10.

RESOLUTION NO. 154

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH CDM SMITH FOR AN AMOUNT NOT TO EXCEED \$24,400.00

By _____:

WHEREAS, Frederick Schmidt, Commissioner of the Department of Public Works, for the City of Rome, has recommended that the City of Rome, New York, retain the services of CDM Smith and/or any subsidiaries, affiliates and related entities controlled or owned by CDM Smith, for engineering services related to the Water Pollution Control Facility Disinfection Alternative Study, at a total amount not to exceed \$24,400.00 with a contract term effective upon execution and expiring upon completion of the work required; and

WHEREAS, the City of Rome, New York will need to meet requirements for seasonal disinfection beginning May 1, 2020, along with a total residual chlorine limit; now, therefore

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, that the Mayor of the City of Rome is hereby authorized to enter into an agreement with CDM Smith, and/or any subsidiaries, affiliates and related entities controlled or owned by CDM Smith, for engineering services related to the Water Pollution Control Facility Disinfection Alternative Study, at a total amount not to exceed \$24,400.00, with a contract term effective upon execution and expiring upon completion of the work required, and pursuant to the terms more specifically described within the attached Proposal, which is made part of this Resolution.

Seconded by _____.

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

ADOPTED: DEFEATED:



6800 Old Collamer Road, Suite 3
East Syracuse, NY 13057
tel: 315 434-3200
fax: 315 463-0508

July 12, 2016

Mr. Frederick Schmidt
Commissioner of Public Works
City Hall
198 N. Washington St.
Rome, New York 13440

Subject: Water Pollution Control Facility
Disinfection Alternatives Study

Dear Mr. Schmidt:

The City of Rome's (City's) Water Pollution Control Facility (WPCF) was issued a Draft modification to its State Pollutant Discharge Effluent Permit (SPDES) on April 28, 2016. The new SPDES permit includes requirements for seasonal disinfection beginning May 1, 2020, along with a total residual chlorine (TRC) limit. The City wishes to evaluate disinfection alternatives and develop an Engineering Report for the project. Camp, Dresser, McKee & Smith (CDM Smith) has developed this letter proposal to assist the City in evaluating available disinfection options. The letter proposal is organized into the following sections:

- Project Understanding
- Proposed Scope of Work
- City of Rome Responsibilities and Assumptions
- Project Schedule
- Proposed Cost of Services

Project Understanding

The City owns and operates a WPCF that presently does not have a disinfection requirement in its SPDES permit. The New York State Department of Environmental Conservation (DEC) has issued the City a draft SDPES permit modification that is expected to go into effect later in 2016. The new permit includes effluent Fecal Coliform limits of 400/100 ml and 200/100 ml for 7-day and 30-day geometric means respectively and a discharge limit, 75 µg/L as a daily maximum, for TRC. The Schedule of Compliance included with the Draft SPDES permit modification includes the following milestones:

- May 1, 2017 - Submit an approvable Engineering Report



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July 12, 2016
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- September 30, 2017 – Submit approvable Engineering Plans, Specifications and Construction Schedule for implementation of effluent disinfection.
- December 31, 2019 – Construction completion.
- May 1, 2020 – Commence operation of disinfection treatment facilities and comply with final effluent limitations and monitoring requirements.

This study will evaluate disinfection alternatives to address the Fecal Coliform and TRC discharge limits at the WPCF. This study will investigate the use of ultraviolet irradiation (UV) and bulk liquid sodium hypochlorite/sodium bisulfite to meet the new SPDES permit limits. The evaluation will be performed utilizing a 20-year life cycle approach and will consider non-cost factors for each alternative.

An emerging disinfection technology that some municipalities are considering is the use of peracetic acid (PAA). It is being utilized in approximately a dozen municipal wastewater installations across the United States. Potential benefits includes lower capital costs due to utilizing a lease option where the PAA supplier provides all the equipment along with the chemical. In addition, in some applications neutralizing the residual PAA is not required, which eliminates the need for a sodium bisulfite system. PAA has faster reaction kinetics than chlorine, which reduces the contact time needed, potentially decreasing capital cost. A potential obstacle is that PAA is not currently approved by the DEC for use in New York State. However, CDM Smith has met with the DEC to open a dialogue for using PAA for municipal applications. The evaluation of PAA has been included as an optional task that can be added to the proposed base scope of work if the City so desires.

Proposed Scope of Work

Task 1 - Project Kickoff

Conduct a kickoff meeting with City staff to establish overall goals and objectives of the task. CDM Smith will have its project manager and disinfection lead attend the kickoff meeting.

Task 2 - Evaluate Selected Disinfection Technologies

Evaluation of selected disinfection technologies as follows:

1. UV Disinfection System:
 - Size a UV disinfection treatment system based on the required effluent water quality for disinfection.
 - Evaluate effluent hydraulics to verify if head loss through new UV disinfection system can be accommodated

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- Evaluate options for location of the new UV disinfection system and provide recommended location.
 - Develop preliminary layout of UV disinfection system at recommended location.
 - Evaluate supplemental facilities necessary for incorporation of a new UV system.
2. Bulk, Liquid Sodium Hypochlorite/Sodium Bisulfite System:
- Determine sodium hypochlorite and sodium bisulfite (dechlorination agent) dosage rates based upon minimum, average and peak flow rates. We have included the cost for analysis of an effluent sample to help determine the required dosage.
 - Based upon dosage rates, size new facilities required for chlorination/dechlorination.
 - Develop preliminary layout for chlorination/dechlorination facilities.
 - Evaluate supplemental facilities necessary for incorporation of chlorination/dechlorination.
3. Prepare planning level opinion of probable construction costs (OPCC) and estimated life cycle costs for the disinfection alternatives, based on information obtained in this task.
4. The disinfection alternative analysis, design criteria, cost and non-cost evaluations and recommended disinfection alternative will be presented in a Draft Engineering Report.

Optional Task 2A - Evaluate PAA

With the City's approval, CDM Smith will evaluate PAA as a disinfection alternative for the WPCF as follows:

1. Evaluate the effectiveness of PAA as an alternative to sodium hypochlorite to meet disinfection requirements.
2. Determine PAA dosage rate and storage volume required based on PAA supplier performed bench-scale testing. Bench scale testing will include the following:
 - a. Development of a bench-test work plan that includes a technical summary of the relevant permit requirements that will be evaluated during testing.
 - b. Sample collection and analysis to evaluate bacterial inactivation requirements.

3. Using the results of the bench-test work, establish a dose response curve for PAA.
4. Based on the dose response curve, determine size of new facilities required for PAA.
5. Evaluate new facilities needed to incorporate PAA at the WPCF.

Task 3 – Define Recommended Alternative

With the City's approval of the recommended improvement in Task 2 (and 2A if authorized), CDM Smith will proceed to further define the recommended alternative as follows:

1. Prepare a preliminary process flow diagram for the recommended alternative.
2. Prepare a preliminary site plan for the recommended alternative.
3. Prepare a Final Engineering Report suitable for submission to NYSDEC in accordance with the draft SPDES permit schedule of compliance.

City of Rome Responsibilities and Assumptions

During the course of this assignment, the City will:

- Provide access to the WPCF for inspections, including all underground structures. Furnish for CDM Smith's use, the last three years of plant operational data in MS Excel format, any existing design drawings, O&M Manuals, engineering reports and any other miscellaneous information concerning the various components of the existing and proposed plant, as available or required.
- Collect and analyze WPCF effluent samples for nitrite, Fecal Coliform and UV Transmittance at least three times a week over a one month period.
- Allocate time for staff to attend meetings where all experienced WPCF staff members would be available for discussion to provide input into the evaluation.
- Review and provide consolidated comments on progress submittals within the time schedule allocated in the project schedule.

Project Schedule

CDM Smith is prepared to begin this project immediately upon receipt of an executed agreement and to submit the Draft Alternative Evaluation Report within four months thereafter. We will then





Mr. Frederick Schmidt
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submit the Final Alternative Evaluation Report within one month of the City's selection of a preferred alternative.

Assuming authorization is received in July 2016, the final report would be delivered to the City in December 2016 or well ahead of the May 1, 2017 requirement included in the Draft SPDES permit modification. This is important since the Schedule of Compliance only allows four months for completion of approvable Engineering Plans and Specifications which is insufficient for a project of this complexity. CDM Smith will make recommendations for a geotechnical investigation and site survey requirements during the alternative analysis work so the City can contract for those services separately in 2016 in order to complete that work prior to winter conditions.

Proposed Costs for Engineering Services

For this proposal, we propose a not to exceed fee of \$24,400, including labor and reimbursable expenses, for the base Tasks 1 through 4. If the City would like PAA evaluated as part of the analysis (i.e., Task 2A), the additional cost would be \$4,900 or \$29,300 total.

CDM Smith will submit monthly invoices related to the work performed above. If this proposal is acceptable, please let us know and we will forward our Standard Form of Agreement and associated exhibits for the City's execution.

We greatly appreciate the opportunity to submit this proposal. Please call Greg Bold at (518) 782-4507 or me at (315) 434-3247 with any questions.

Sincerely,

A handwritten signature in black ink that reads "Nancy Oram Vigneault". The signature is written in a cursive style and is positioned above a horizontal dashed line.

Nancy Oram Vigneault, P.E., BCEE
Principal
Camp Dresser McKee & Smith



RESOLUTION NO. 155

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH CDM SMITH FOR AN AMOUNT NOT TO EXCEED \$9,600.00

By _____:

WHEREAS, David C. Nolan, Treasurer, for the City of Rome, has recommended that the City of Rome, New York, retain the services of CDM Smith and/or any subsidiaries, affiliates and related entities controlled or owned by CDM Smith, to perform a metered and flat rate water study for the purpose of assisting the City to set the 2017 Sewer Rates, at a total amount not to exceed \$9,600.00 with a contract term effective upon execution and expiring upon completion of the work required; now, therefore

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, that the Mayor of the City of Rome is hereby authorized to enter into an agreement with CDM Smith, and/or any subsidiaries, affiliates and related entities controlled or owned by CDM Smith, to perform a metered and flat rate water study for the purpose of assisting the City to set the 2017 Sewer Rates, at a total amount not to exceed \$9,600.00, with a contract term effective upon execution and expiring upon completion of the work required, and pursuant to the terms more specifically described within the attached Proposal, which is made part of this Resolution.

Seconded by _____.

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

ADOPTED:

DEFEATED:



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

July 11, 2016

Mr. Frederick Schmidt
Commissioner of Public Works
City Hall
198 N. Washington St.
Rome, New York 13440

Subject: Professional Engineering Services Proposal
Sewer Rate Study

Dear Mr. Schmidt:

CDM Smith is pleased to provide the City of Rome (City) with this engineering services proposal for conducting a sewer rate study.

Background

The City is embarking on a multi-year program of wastewater infrastructure upgrades that will significantly increase the debt service included in its sewer district budget. The City presently receives rate revenue in the form of flat rate fees from residential customers and fees based on metered drinking water consumption from commercial and industrial customers. Non-rate revenues are generated by items such as septage and leachate receiving, permits, penalties and miscellaneous fees. Typically non-rate revenues do not appreciably increase over time unless new outside customers are found which may require infrastructure upgrades to accommodate increased feedstock loads. Therefore, the cost of additional debt service must be covered by increased rate revenue. To assist the City with approximating the rate revenue increases necessary over the next five years, CDM Smith proposes to complete a sewer rate study as outlined herein.

Scope of Work

CDM Smith's scope of work for this project includes the tasks presented below.

Data Collection

CDM Smith presently has the past three years sewer district budgets available on the City's website and will collect the following documentation from City engineering and financial staff:

- Rate structure details which we understand include a flat rate for single family homes and \$3.3724/1,000 gallons for metered customers.
- The number of units included in the flat rate structure and if there are deviations for multi-family homes and apartment buildings.





Mr. Frederick Schmidt

July 11, 2016

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- Details on the largest metered accounts and if there are any anticipated changes (increase or decrease) in revenue received from these customers.
- Depreciation estimates for fiscal year 2017 through 2021.
- Details on anticipated increases in sewer administration and fringe benefits if known. CDM Smith will otherwise include linear increases of 3% per year.
- Debt service estimates for fiscal year 2017 through 2021 on existing serial bonds, BAN's and capital leases.
- Details on anticipated changes in interfund transfers if known.
- Cost and time estimates for planned capital improvement projects if known (other than those projects CDM Smith is familiar with (Railroad St. interceptor, solids handling improvements, and disinfection)).

Rate Analysis

CDM Smith will incorporate the above information into an Excel based financial model to predict budget appropriation increases due to new debt service and the differential from anticipated revenues using the current customer base and rate structure. New debt service obligations will be allocated to the year when payments are expected to begin to allow us to project the incremental increases associated with each project. Once the model is built, CDM Smith will calculate the increase in rate revenue required during each fiscal year and thus the percentage increase in sewer rates for the existing customer base. The sewer rate increases will be calculated to show a positive cash flow in each fiscal year without borrowing from sewer budget reserves to cover shortfalls.

Two additional scenarios will be presented to account for potential NYS Water Grants up to \$5 million and WQIP Program grants up to \$2.5 million to show the impact of these grants on rate increase requirements.

CDM Smith will then prepare a Draft Memorandum summarizing the data reviewed, assumptions applied and resulting rate increase projections. We will submit the Draft Memorandum to the City and conduct a review meeting via conference call to discuss the contents and answer questions. CDM Smith will update the Draft Memorandum as required based on comments received during the review meeting and issue a Final Memorandum.

Assumptions

CDM Smith assumes the following in preparing this scope of work:

- City engineering and financial staff will provide the information listed under the data collection task prior to beginning work on the project.





Mr. Frederick Schmidt

July 11, 2016

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- All new debt service within the five year projection, will be in the form of CWSRF loans.
- The City will qualify for hardship financing through the CWSRF program.
- Grants not to exceed \$5 million from the NYS Water Grant Program and \$2.5 million from the WQIP Program will be considered.
- The number of units included in the flat rate fee structure will not change and the metered water consumption will not change unless specific increases or decreases are identified by the City.
- Non-rate revenues will remain constant throughout the five year projection.

Project Schedule

CDM Smith will submit the Draft Memorandum within three weeks of receipt of the information summarized under the Data Collection task and submit the Final Memorandum within one week of the review meeting.

Project Fee

CDM Smith proposes to complete the engineering services described herein for the not-to-exceed fee of \$9,600. CDM Smith will invoice the City monthly based on a percent complete basis.

We trust this proposal outlines services consistent with your intended course of action and look forward to assisting the City with this work. Please don't hesitate to contact Greg Bold at (518) 782-4507 or me at (315) 434-3247 with any questions or if you need clarification with anything included in this proposal.

Sincerely,

A handwritten signature in cursive script that reads "Nancy Oram Vigneault".

Nancy Oram Vigneault, P.E., BCEE
Principal Engineer
Camp Dresser McKee & Smith

cc: Greg Bold, CDM Smith



RESOLUTION NO. 156

AUTHORIZING CHANGE ORDER NO. 6 TO CONTRACT WITH BARTON & LOGUIDICE, P.C. (B&L) PURSUANT TO ORIGINAL BOARD OF ESTIMATE AND CONTRACT RESOLUTION NO. 20 ADOPTED JANUARY 11, 2007, RELATIVE TO THE CITY OF ROME'S ENVIRONMENTAL RESTORATION PROGRAM

By _____:

WHEREAS, the Board of Estimate and Contract of the City of Rome, New York, pursuant to Resolution No. 20 adopted January 11, 2007, authorized a professional services agreement with Barton & Loguidice, P.C., of Syracuse, New York, for services related to the City of Rome Environmental Restoration Program (ERP) at a total contract amount of \$222,000.00; and

WHEREAS, the Board of Estimate and Contract of the City of Rome, New York, pursuant to Resolution No. 122 adopted May 15, 2008, authorized Change Order No. 1 to the aforesaid Resolution to modify the contract to allow for changes which increased the total project cost in a total amount of \$465,016.00, for a total contract price of \$687,016.00; and

WHEREAS, the Board of Estimate and Contract of the City of Rome, New York, pursuant to Resolution No. 150 adopted July 15, 2010, authorized Change Order No. 2 to the aforesaid Resolution to modify the contract to allow for changes which increased the total project cost in a total amount of \$293,535.00, for a total contract price of \$980,551.00; and

WHEREAS, the Board of Estimate and Contract of the City of Rome, New York, pursuant to Resolution No. 279 adopted November 17, 2011, authorized Change Order No. 3 to the aforesaid Resolution to modify the contract to allow for changes which increased the total project cost in a total amount of \$49,750.00, for a total contract price of \$1,030,301.00; and

WHEREAS, the Board of Estimate and Contract of the City of Rome, New York, pursuant to Resolution No. 260A adopted November 14, 2013, authorized Change Order No. 4 to the aforesaid Resolution to modify the contract to allow for changes which increased the total project cost in a total amount of \$85,000.00, for a total contract price of \$1,115,301.00; and

WHEREAS, the Board of Estimate and Contract of the City of Rome, New York, pursuant to Resolution No. 241 adopted August 28, 2014, authorized Change Order No. 5 to the aforesaid Resolution to modify the contract to allow for changes which increased the total project cost in a total amount of \$120,575.00, for a total contract price of \$1,235,876.00; and

WHEREAS, it has been recommended by Edward R. Seelig, Deputy Director of the Department of Community and Economic Development, that Barton & Loguidice, P.C., be awarded Change Order No. 6 at an amount not to exceed \$91,700.00 for a total contract price of \$1,327,576.00, so as to incorporate additional services required by the NYS DEC for three (3) Environmental Restoration Program Sites, pursuant to the attached proposal which is made part of this Resolution; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that the contract awarded to Barton & Loguidice, P.C., pursuant to Resolution No. 20 adopted January 11, 2007, be and is hereby amended, whereby Change Order No. 6 is hereby awarded, to modify the contract to allow for changes which will increase the total project cost by an amount not to exceed \$91,700.00, pursuant to the attached proposal, which by this reference is made a part of this Resolution; and

BE IT FURTHER RESOLVED, that the total amount of Change Order No. 6 as described hereinabove shall be an increase in a total amount of \$91,700.00, per the attached documentation, for a total contract price of \$1,327,576.00.

Seconded by _____.

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

ADOPTED:

DEFEATED:

June 23, 2016

Ms. Diana Samuels
Department of Community and Economic Development
Rome City Hall
198 N. Washington Street
Rome, New York 13440-5815

Re: Proposal for Environmental Engineering Services
City of Rome Brownfield Sites
NYSDEC Environmental Restoration Program

File: 245.005.001

Dear Ms. Samuels:

Barton & Loguidice, D.P.C. (B&L) is pleased to provide the City of Rome with this proposal to complete the remaining required environmental engineering tasks at the 1030 East Dominick Street, 1333 East Dominick Street, 701 Lawrence Street, and Lawrence and Martin Street sites in accordance with the provisions of the Environmental Restoration Program (ERP) which is administered by the NYSDEC. Specifically, the following tasks need to be performed at the aforementioned sites by the end of the 2016 calendar year.

1030 East Dominick Street ERP Site:

- 1) If necessary, prepare a revised Remedial Alternatives Report in response to comments generated by the NYSDEC and NYSDOH based on their review.
- 2) Prepare figures and tables in support of the NYSDEC preparation of the Proposed Remedial Action Plan (PRAP).
- 3) Attendance at the Public Information Meeting held by the NYSDEC to present the PRAP.
- 4) Retain the services of a Professional Licensed Surveyor (PLS) to prepare a final topographic base map for inclusion in the Environmental Easement document. The estimated survey cost is included in our Fee Estimate presented below.
- 5) Assist the City with the preparation and filing of the Environmental Easement document.
- 6) Prepare a Site Management Plan (SMP) in accordance with NYSDEC guidelines.
- 7) Prepare the final SAC reimbursement request and close out the project.

1333 East Dominick Street ERP Site:

- 1) Prepare figures and tables in support of the NYSDEC preparation of the Proposed Remedial Action Plan (PRAP). This work is currently ongoing.
- 2) Attendance at the Public Information Meeting held by the NYSDEC to present the PRAP.





Ms. Diana Samuels
Department of Community and Economic Development
June 24, 2016
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- 3) Retain the services of a Professional Licensed Surveyor (PLS) to prepare a final topographic base map for inclusion in the Environmental Easement (EE).
- 4) Assist the City with the preparation and filing of the Environmental Easement document.
- 5) Prepare a Site Management Plan (SMP) in accordance with NYSDEC guidelines.
- 6) Prepare the final SAC reimbursement request and close out the project.

701 Lawrence Street ERP Site:

- 1) If necessary, prepare a revised Remedial Alternatives Analysis Report (RAAR) in response to comments generated by the NYSDEC and NYSDOH based on their review.
- 2) Prepare figures and tables in support of the NYSDEC preparation of the Proposed Remedial Action Plan (PRAP).
- 3) Attendance at the Public Information Meeting held by the NYSDEC to present the PRAP.
- 4) Retain the services of a Professional Licensed Surveyor (PLS) to prepare a final topographic base map for inclusion in the Environmental Easement (EE).
- 5) Assist the City with the preparation and filing of the Environmental Easement document.
- 6) Prepare a Site Management Plan (SMP) in accordance with NYSDEC guidelines.
- 7) Prepare the final SAC reimbursement request and close out the project.

Lawrence and Martin Street ERP Site:

- 1) At the request of the NYSDEC, perform a Supplemental Site Investigation to further delineate the magnitude and extent of contamination (both on-site and off-site). A Supplemental Site Investigation Work Plan was submitted to the NYSDEC on June 3, 2016 for review and approval.
- 2) Prepare an updated Remedial Investigation Report that includes the findings of the Supplemental Site Investigation.
- 3) Prepare a Remedial Alternatives Report (RAAR) that presents the potential options for the cleanup of the Brownfield site.
- 4) If necessary, prepare a revised Remedial Alternatives Report (RAAR) in response to comments generated by the NYSDEC and NYSDOH based on their review.
- 5) Prepare figures and tables in support of the NYSDEC preparation of the Proposed Remedial Action Plan (PRAP).
- 6) Attendance at the Public Information Meeting held by the NYSDEC to present the PRAP.
- 7) Retain the services of a Professional Licensed Surveyor (PLS) to prepare a final topographic base map for inclusion in the Environmental Easement (EE).
- 8) Assist the City with the preparation and filing of the Environmental Easement document.



Ms. Diana Samuels
 Department of Community and Economic Development
 June 24, 2016
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- 9) Prepare a Site Management Plan (SMP) in accordance with NYSDEC guidelines.
- 10) Prepare the final SAC reimbursement request and close out the project.

As you know, State Assistance Contract (SAC) funds may be used by the City to pay for 90 percent of the costs that will be incurred by B&L in performing the remaining engineering tasks at each of the Brownfield sites. Based on our recent preparation of ERP reimbursement requests for each of the aforementioned Brownfields sites, B&L estimates that the remaining available amount of SAC funds for each site is as follows:

1030 East Dominick Street:	\$ 54,000
1333 East Dominick Street:	\$ 25,750
Two Lawrence Street Sites:	\$173,000

Fee Estimate

The estimated cost to complete the remaining tasks at each of the above noted ERP sites is presented as follows:

1030 East Dominick Street ERP Site (Tasks 1-7 above): (assumes \$4,000 in subcontract survey costs)	\$17,000.00
1333 East Dominick Street ERP Site (Tasks 1-6 above): (assumes \$4,800 in subcontract survey costs)	\$15,300.00
701 Lawrence Street ERP Site (Tasks 1-7 above): (assumes \$4,200 in subcontract survey costs)	\$17,200.00
Lawrence and Martin Street Site (Task 1 only):	\$17,500.00
Lawrence and Martin Street Site (Tasks 2 - 10): (assumes \$4,200 in subcontract survey costs)	<u>\$24,700.00</u>
Total Estimated Cost For All Four Sites:	\$91,700.00

Please note that there are sufficient funds available in the SAC for each Brownfield site to cover the above stated estimated fees. Furthermore, as previously noted, the City will only be responsible for paying 10 percent of the actual cost to complete the remaining tasks at each of the Brownfield sites. Therefore, based on a total estimated fee of \$91,700.00, the City will be responsible for paying \$9,170.00 of that amount. Also, the City will be charged for the actual cost of the survey to be performed at each site, and not the estimated survey cost presented above.

B&L proposes to provide the Scope of Services outlined above on an hourly rate basis in accordance with our primary agreement with the City.



Ms. Diana Samuels
Department of Community and Economic Development
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Please do not hesitate to contact Mr. Stephen Le Fevre if you wish to discuss the Scope of Services presented above, or to clarify our approach. If this proposal and explanation of our professional services meets with your approval, please authorize below and return one original copy of this agreement amendment letter to us for our records and to serve as our notice to proceed with the project on your behalf.

We appreciate the opportunity to be of continued service to the City of Rome. Please feel free to contact Stephen Le Fevre at (518) 218-1801 if you have any questions regarding this proposal.

Very truly yours,

BARTON & LOGUIDICE, D.P.C.

Scott D. Nostrand, P.E.
Senior Vice President

Stephen B. Le Fevre, P.G., C.P.G.
Senior Managing Hydrogeologist

SDN/SBL/akg

Authorization

Barton & Loguidice, D.P.C., is hereby authorized by the City of Rome (“Owner”) to proceed with the services described herein in accordance with the Terms and Conditions of the project Agreement.

Name

Date