

Jacqueline M. Izzo  
Mayor

Stephanie Viscelli  
Common Council  
President

David C. Nolan  
City Treasurer

# ROME

*the copper city*

**BOARD OF ESTIMATE AND CONTRACT**

CITY HALL • ROME, NEW YORK 13440-5815

Gerard F. Feeney  
Corporation Counsel

Butch Conover  
Commissioner of  
Public Works

Jean I. Grande  
City Clerk

**BOARD OF ESTIMATE AND CONTRACT MEETING  
REGULAR SESSION**

**JANUARY 23, 2020  
8:30 A.M.**

- 1. CALL THE ROLL OF MEMBERS BY THE CLERK.**
- 2. READING OF MINUTES OF 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. 8** AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH FORTE PAYMENT SYSTEM. **Grande**
  - RES. NO. 9** AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH HUMAN TECHNOLOGIES (\$30,252.20). **Conover**
  - RES. NO. 10** AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH SYSTEMS DEVELOPMENT GROUP, INC. (\$5,650.00). **Surace**
  - RES. NO. 11** AUTHORIZING THE MAYOR TO EXTEND AN AGREEMENT WITH BLISS ENVIRONMENTAL. **Conover**
  - RES. NO. 12** AUTHORIZING THE MAYOR TO EXTEND AN AGREEMENT WITH JCI JONES CHEMICAL. **Conover**
  - RES. NO. 13** AUTHORIZING THE MAYOR OF THE CITY OF ROME TO APPROVE THE SALE OF CITY OWNED PROPERTY LOCATED ON 211 LAWRENCE STREET FOR \$900.00. **Domenico**
  - RES. NO. 14** AUTHORIZING THE MAYOR OF THE CITY OF ROME TO APPROVE THE SALE OF CITY OWNED PROPERTY LOCATED ON 403 W. DEPEYSTER STREET FOR \$1,001.00. **Domenico**
  - RES. NO. 15** AUTHORIZING THE DELETION OF ONE POSITION OF LIEUTENANT AND THE ADDITION OF ONE POSITION OF DETECTIVE WITHIN THE ROME POLICE DEPARTMENT. **Beach**

- RES. NO. 16** AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH AN AUDITING FIRM OR CERTIFIED PUBLIC ACCOUNTANT FOR 2020. **Nolan**
- RES. NO. 17** AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE JERVIS PUBLIC LIBRARY ASSOCIATION (\$322,932.00). **Nolan**
- RES. NO. 18** AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE ROME HISTORICAL SOCIETY (\$31,616.00). **Nolan**
- RES. NO. 19** AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE CAPITOL CIVIC CENTER (\$12,160.00). **Nolan**
- RES. NO. 20** AUTHORIZING ANNUAL PAYMENT TO THE ROME ART AND COMMUNITY CENTER BY THE CITY TREASURER (\$32,224.00). **Nolan**
- RES. NO. 21** AUTHORIZING THE MAYOR OF THE CITY OF ROME TO EXECUTE AN AGREEMENT WITH THE LAKE DELTA VOLUNTEER FIRE DEPARTMENT, INC. **Nolan**
- RES. NO. 22** AUTHORIZING THE MAYOR OF THE CITY OF ROME TO EXECUTE AN AGREEMENT WITH THE STANWIX HEIGHTS VOLUNTEER FIRE DEPARTMENT, INC. **Nolan**
- RES. NO. 23** AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT PROVIDING FUNDS FOR THE SENIOR CITIZENS COUNCIL (\$31,680.00). **Nolan**
- RES. NO. 24** AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT PROVIDING FUNDS FOR THE SOUTH ROME SENIOR CITIZENS CENTER (\$10,880.00). **Nolan**
- RES. NO. 25** AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE ROME CEMETERY ASSOCIATION FOR CARE OF THE CITY OF ROME PLOT DURING 2020 (\$2,000.00). **Nolan**
- RES. NO. 26** AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT PROVIDING FUNDS FOR THE MOHAWK VALLEY COMMUNITY ACTION AGENCY, INC. RUNAWAY & HOMELESS YOUTH PROGRAM (\$1,600.00). **Nolan**
- RES. NO. 27** AUTHORIZING THE CITY OF ROME TO EXECUTE AN INTERMUNICIPAL AGREEMENT WITH THE TOWN OF VERONA, NEW YORK REGARDING THE SUPPLY OF WATER. **Conover**

**7. TABLED RESOLUTIONS.**

**8. ADJOURNMENT.**

**RESOLUTION NO. 8**

**AUTHORIZING THE MAYOR OF THE CITY OF ROME  
TO ENTER INTO AN AGREEMENT WITH FORTE PAYMENT SYSTEM.**

By \_\_\_\_\_;

WHEREAS, Jean I. Grande, Clerk for the City of Rome, has recommended that the City of Rome, New York, retain the services of Forte Payment Systems (BAS Integrated Partnership) to provide the ability for the City Clerk’s Office and Vital Statistics Department to accept bank cards and for Forte to charge a service fee for each transaction, said service fees are more specifically defined in the attached agreement, for a period retroactive to January 1, 2020 and expiring on December 31, 2022; 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 Forte Payment Systems (BAS Integrated Partnership) to provide the ability for the City Clerk’s Office and Vital Statistics Department to accept bank cards and for Forte to charge a service fee for each transaction, said service fees are more specifically defined in the attached agreement, for a period retroactive to January 1, 2020 and expiring on December 31, 2022.

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

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

ADOPTED \_\_\_\_\_ DEFEATED \_\_\_\_\_

COPY



**Appendix A: Pricing Proposal – City of Rome  
BAS Integrated Partnership**

**Service Fee Option:**

**Forte Payment Systems offers:**

- Service fee model pricing for those departments who request us to charge the constituent a fee for using the system to make a payment.

We acknowledge the card association rules and will process the transactions according to those rules.

- In a tax service fee environment, Forte Payment Systems will process two separate transactions settling the tax amount into a government designated account and the service fee into a Forte Payment Systems account.
- In a non tax service fee environment, Forte Payment Systems will process one transaction and split off the service fee. Forte will settle the principal amount of the transaction into the governments designated account and the service fee into a Forte Payment Systems account.

**Service Fee Model Pricing: Internet (WEB) and Point-of-Sale (POS)**

**MasterCard, Visa, Discover and American Express cards**

- 2.45% of the payment amount for Tax Payments with a minimum fee of \$1.95, whichever is greater

Example 1- if the department's average payment is \$100.00, the service fee that would be charged to the citizen for this department would be \$2.45 ( $\$100.00 \times 2.45\% = \$2.45$ ).

Example 2- if a department's average payment is \$50.00, the service fee that would be charged to the citizen for this department would be \$1.95. ( $\$50.00 \times 2.45\% = \$1.23$ , the minimum fee of \$1.95 would apply).

**Tax Departments: Visa Debit Card Pricing**

- Flat fee of \$3.95

**Tax Departments: ECheck Pricing**

- Flat fee of \$1.75 w/ATM Verify Verification Services

**Equipment Placement**

Merchant understand and agrees that it will not acquire any title, or any other ownership right to any equipment provided by Forte in conjunction with the Services hereunder. Merchant will protect all such items from loss, theft, damage or any legal encumbrance and will allow Forte and its designated representatives reasonable access to Merchant's premises for their repair, removal, modification, installation and relocation if any such becomes necessary. Merchant acknowledges that any equipment or software provided under this Card Services Agreement is embedded with proprietary technology ("Software"). Merchant shall not obtain title, copyrights or any other proprietary right to any Software and such will be protected under the Agreement. At all times, Forte or its suppliers retain all rights to such Software, including but not limited to updates, enhancements and additions. Merchant shall not disclose such Software to any party, convey, copy, license, sublicense, modify, translate, reverse engineer, decompile, disassemble, tamper with, or create any derivative work based on such Software. Upon termination of this Agreement, Merchant shall return any equipment provided by Forte, to Forte at Forte's expense and in accordance with Forte's instructions for return.

Jean I. Grande  
Merchant Signature  
City Clerk  
Title  
March 19, 2019  
Date

**Relationship Management**

Forte Payment Systems' team of experienced professionals will support the government's employees or constituents at any time. Our customer service and technical support staff are experienced in payment processing for the government sector and will be your first line of contact. If the government should require additional assistance or have questions after hours, we have support staff that is available to assist as well.

We have found it is always best to route communications through a central point of contact whenever it is feasible to do so. This allows one person in your organization to understand fully what is going on within the business relationship between you and Forte Payment Systems and to keep us updated on important issues.

Should you have questions regarding your relationship, pricing, statement questions or adding additional merchant locations, please contact Josh Budd at 866-290-5400 ext: 765



**RESOLUTION NO. 9**

**AUTHORIZING THE MAYOR OF THE CITY OF ROME  
TO ENTER INTO AN AGREEMENT WITH HUMAN TECHNOLOGIES  
(\$30,252.20).**

By \_\_\_\_\_;

WHEREAS, Butch Conover, 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 Human Technologies, for cleaning services at the City of Rome Justice Building for a period of one (1) year, at a total amount not to exceed \$30,252.20; 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 Human Technologies, for cleaning services at the City of Rome Justice Building for a period of one (1) year, at a total amount not to exceed \$30,252.20, pursuant to the attached proposal which is made part of this Resolution.

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

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

ADOPTED \_\_\_\_\_ DEFEATED \_\_\_\_\_

## ENVIRONMENTAL SERVICES PROPOSAL

**Customer Name** City of Rome Justice Department  
**Mailing Address** 301 N. James St. Rome, NY 13440

**Contact Name** Zach Cortese **Title** Purchasing Agent  
**Phone** 315-339-7665 **Email** ZCortese@romecitygov.com

**Work Location(s)** 301 N. James St. Rome, NY 13440

### SCOPE OF WORK

Per EXHIBIT A Dated September 2019 Note:

No longer includes matting services

Services will be performed 5 Days a Week, MON-FRI Excluding: All Federal Holidays  
Service Term 1 Year Begins: 1/1/2020 Ends: 12/31/2020

### Investment Breakdown:

Supervision & Direct Labor Wages	\$	1,070.41
Payroll Taxes and Fringe Benefits	\$	554.36
Equipment Expense	\$	86.65
Supplies & Chemicals	\$	409.68
Miscellaneous Expense	\$	15.35
General & Administrative Overheads	\$	269.19
Profit	\$	115.37

Monthly: \$ 2,521.02  
Total Term: \$ 30,252.20

*Human Technologies believes in full transparency. We are happy to answer any questions you may have.*

Prepared by: Alicia Rocco, Manager of Contract Administration & Management  
Date submitted: 12/16/2019 Quote valid until: 1/15/2020

**Upon Acceptance, please return the signed contract to :**

Alicia Rocco Manager of Contract Administration & Management aliciar@htcorp.net

Human Technologies Corporation 2260 Dwyer Avenue Utica, New York 13501 www.htcorp.net  
Our Mission: Creating Employment for People with Disabilities.

## ENVIRONMENTAL SERVICES AGREEMENT

This agreement is entered into by and between Human Technologies Corporation, 2260 Dwyer Avenue, Utica, NY 13501 and  
City of Rome Justice Department 301 N. James St. Rome, NY 13440

for services described above, per Quote # ES 191216 dated 12/16/2019.

### I. TERM & CONDITIONS

1 Year, beginning 1/1/2020 and ending 12/31/2020.

The actual service start date, if different than the term date, is to be agreed upon by both parties and confirmed in writing.

This agreement may be terminated by either party upon thirty (30) days' notice in writing to the other party. Any and all services provided up to and including last day of service will be paid in full. Agreement termination notice shall be delivered verbally and followed up in writing (email is acceptable). Termination notice must be signed/sent by an authorized customer representative.

Pricing is based on 7-1-19 published NYSDOL Prevailing Wage Schedule. Any future changes to the NYSDOL Prevailing Wage during the term of this contract will require an adjustment submitted to City of Rome Justice Department with supporting or otherwise acceptable documentation by HT within 30 calendar days after publication.

### II. INVOICING & PAYMENT

Human Technologies will invoice \$ 2,521.02 at the above address Monthly:, plus tax, if applicable. Payment is expected no more than 30 days after the date of our invoice.

### III. HOLD HARMLESS & INDEMNIFICATION

To the fullest extent permitted by law, Human Technologies agrees to indemnify and save City of Rome Justice Department from and against any and all claims, demands, costs, expenses (including reasonable attorneys' fees and disbursements), and liabilities (except to the extent resulting from the intentional or negligent act of City of Rome Justice Department agents, servants or employees) for or in connection with any accident, injury or damage whatsoever caused to any person or property arising out of or occurring as a result of the work performed by Human Technologies under this Agreement.

### IV. INSURANCE

Human Technologies Corporation shall maintain, during the term of this agreement, insurance coverage as follows:

- (a) general liability insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate;
- (b) an umbrella policy in such amounts as Human Technologies Corporation shall determine from time to time, but not less than Ten Million Dollars (\$10,000,000);
- (c) workers' compensation and employers' liability coverage as required by law;
- (d) disability coverage as required by law

### V. MODIFICATION AND WAIVER

This Agreement supersedes all prior written or oral agreements, if any, between the parties. This Agreement cannot be changed or modified except by a signed written agreement between the parties.

IN WITNESS WHEREOF, the parties have executed this Service Agreement as of the \_\_\_\_ day of \_\_\_\_\_, 2020. The parties hereto have caused this agreement to be executed by their undersigned, duly authorized officials.

**Human Technologies Corporation** 2260 Dwyer Avenue Utica, NY 13501

Gregory Frank Chief Operating Officer Signed: \_\_\_\_\_

### City of Rome Justice Department

The individual signing below hereby represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of said company and that this Agreement is binding upon said company in accordance with its terms.

Printed Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Dated \_\_\_\_\_

End of Contract

**Cleaning Contract Schedule of Duties**

**Rome Justice Building**

**September-19**

<b>Hallways Police Side:</b>	<b>Daily</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Quarterly</b>	<b>Semi-Annual</b>	<b>Annually</b>
Remove entrance mats after vacuuming	X					
Dust mop all hard flooring	X					
Auto scrub and detail mop all hard flooring	X					
Touch up entranceway glass	X					
Dust mop and mop elevator	X					
Sweep and mop ALL stairways	X					
Scrape floor with razor to remove any black marks and gum or etc.		Thr				
<b>Court Side Holding Cells &amp; Sherriff's restroom</b>	<b>Daily</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Quarterly</b>	<b>Semi-Annual</b>	<b>Annually</b>
Empty trash & replace with liner (clean out as necessary/clean chrome can)	X					
Clean sinks, urinals, and toilets	X					
Clean mirrors	X					
Spot clean glass, doors & frames	X					
Resupply paper & soap products	X					
Sweep and damp mop floors	X					
Spot clean walls & disinfect		Mon				
High dust walls and light fixtures			1st Mon			
Dust all vents			1st Mon			
Wash glass, doors & frames					X	
<b>Court Room Areas (upstairs and downstairs):</b>	<b>Daily</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Quarterly</b>	<b>Semi-Annual</b>	<b>Annually</b>
Empty trash and replace with liner (clean out as necessary)	X					
Dust/clean & arrange furniture	X					
Vacuum floors/carpets	X					
Dust mop/sweep floors	X					
Damp mop floors	X					
Dust all areas (sills, doors & frames, woodwork, etc.)		Wed				
Spot clean walls		Thr				
Dust high ceilings & walls					X	
Dust light fixtures					X	
Clean/polish & arrange furniture					X	
Wash glass, doors & frames					X	
<b>Judge's Facilities:</b>	<b>Daily</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Quarterly</b>	<b>Semi-Annual</b>	<b>Annually</b>
Remove cobwebs			X			
Empty trash and replace with liner (clean out as necessary)	X					
Vacuum carpets		X				
Dust window sills , doors & frames		Mon				
Dust & adjust window blinds/shades		Tue				
Dust shelving & books		Wed				
Spot clean glass, doors & frames		Thr				
Spot clean walls & partitions			2nd Thr			
Dust Walls, decorations & cabinets				X		
Dust high ceilings & walls					X	
Dust light fixtures					X	
Clean/polish & arrange furniture					X	
Wash glass, doors & frames					X	

**Cleaning Contract Schedule of Duties**

**Rome Justice Building  
September-19**

<b>Judges Bathrooms:</b>	<b>Daily</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Quarterly</b>	<b>Semi-Annual</b>	<b>Annually</b>
Empty trash & replace with liner (clean out as necessary/clean chrome can)	X					
Clean sinks, urinals, and toilets	X					
Clean mirrors	X					
Clean & shine chrome sinks and partitions	X					
Resupply paper & soap products	X					
Sweep and damp mop floors	X					
Spot clean walls & disinfect		Mon				
High dust walls and light fixtures			1st Mon			
Dust all vents			1st Mon			
<b>Court Clerks Areas:</b>	<b>Daily</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Quarterly</b>	<b>Semi-Annual</b>	<b>Annually</b>
Empty trash and replace with liner (clean out as necessary)	X					
Vacuum floors/carpets	X					
Dust window sills , doors & frames		Mon				
Dust & adjust window blinds/shades		Tue				
Dust shelving & books		Wed				
Spot clean glass, doors & frames		Thr				
Spot clean walls & partitions			2nd Thr			
Dust walls, decorations & cabinets				X		
Dust high ceilings & walls					X	
Dust light fixtures					X	
Clean/polish & arrange furniture					X	
Wash glass, doors & frames					X	
<b>Juror Facilities (upstairs &amp; downstairs)</b>	<b>Daily</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Quarterly</b>	<b>Semi-Annual</b>	<b>Annually</b>
Empty trash and replace with liner (clean out as necessary)	X					
Dust walls and cabinets	X					
Dust/clean & arrange furniture	X					
Dust window sills, doors, & frames	X					
Dust mop sweep floors	X					
Refill supplies (PT,TP, soap)	X					
Spot Clean walls & partitions		Thr				
Spot clean glass, doors & frames		Thr				
Dust high ceiling & walls					X	
Dust Light fixtures					X	
Clean/polish & arrange furniture					X	
<b>Office Areas:</b>	<b>Daily</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Quarterly</b>	<b>Semi-Annual</b>	<b>Annually</b>
Empty trash and replace with liner (clean out as necessary)	X					
Vacuum carpets		X				
Dust window sills , doors & frames		Mon				
Dust & adjust window blinds/shades		Tue				
Dust shelving & books		Wed				
Spot clean glass, doors & frames		Thr				
Spot clean walls & partitions			2nd Thr			
Dust Walls, decorations & cabinets				X		
Dust high ceilings & walls					X	
Dust light fixtures					X	
Clean/polish & arrange furniture					X	
Wash glass, doors & frames					X	

**Cleaning Contract Schedule of Duties**

**Rome Justice Building**

**September-19**

<b>Employee Toilets:</b>	<b>Daily</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Quarterly</b>	<b>Semi-Annual</b>	<b>Annually</b>
Empty trash & replace with liner (clean out as necessary/clean chrome can)	X					
Clean sinks, urinals, and toilets	X					
Clean mirrors	X					
Clean & shine chrome sinks and partitions	X					
Resupply paper & soap products	X					
Sweep and damp mop floors	X					
Spot clean walls & disinfect		Mon				
High dust walls and light fixtures			1st Mon			
Dust all vents			1st Mon			
<b>Public Toilets:</b>	<b>Daily</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Quarterly</b>	<b>Semi-Annual</b>	<b>Annually</b>
Empty trash & replace with liner (clean out as necessary/clean chrome can)	X					
Clean sinks, urinals, and toilets	X					
Clean mirrors	X					
Clean & shine chrome sinks and partitions	X					
Resupply paper & soap products	X					
Sweep and damp mop floors	X					
Spot clean walls & disinfect		Mon				
High dust walls and light fixtures			1st Mon			
Dust all vents			1st Mon			
<b>Circulation Public Space:</b>	<b>Daily</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Quarterly</b>	<b>Semi-Annual</b>	<b>Annually</b>
Empty trash and replace with liner (clean out as necessary)	X					
Dust mop/sweep floors	X					
Clean floors & remove stains	X					
Clean /polish stainless steel kick plates	X					
Clean & disinfect water fountains	X					
Vacuum floor mats/runners	X					
Dust window sills, doors & frames		Mon				
Spot clean walls & partitions		Tue				
Spot clean glass, doors and frames		Wed				
Dust high ceilings & walls					X	
Dust light fixtures					X	
Dust walls, decorations & cabinets					X	
Dust/clean & arrange furniture					X	
Wash glass, doors & frames					X	
<b>Stairs &amp; Landings:</b>	<b>Daily</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Quarterly</b>	<b>Semi-Annual</b>	<b>Annually</b>
Sweep landings, steps & risers		Wed				
Dust windows, frames & ledges, doors, handrails, fire apparatus, vents, lights			1st Tue			
Dust windows, frames & ledges, doors, handrails, fire apparatus, vents, lights			3rd Tue			
Mop landings, steps & risers			1st Mon			
Mop landings, steps & risers			3rd Mon			
Damp wipe surfaces to door height				X		
Wash & dry all metal surfaces					X	
<b>Hallways-1st and 2nd Floors:</b>	<b>Daily</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Quarterly</b>	<b>Semi-Annual</b>	<b>Annually</b>
Dust mop/sweep floors	X					
Clean floors & remove stains	X					
Remove cobwebs	X					
Clean floor mats/runners		Wed				

**Cleaning Contract Schedule of Duties**

**Rome Justice Building**

**September-19**

Approved by: \_\_\_\_\_

Signature

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

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

Printed

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

**Building Deficiencies**

**Safety Considerations**

**Equipment/Supply Rooms**

**Meeting Notes; Completed by ES Manager Monthly Meeting**

**RESOLUTION NO. 10**

**AUTHORIZING THE MAYOR OF THE CITY OF ROME  
TO ENTER INTO AN AGREEMENT WITH SYSTEMS DEVELOPMENT GROUP, INC.  
(\$5,650.00).**

By \_\_\_\_\_;

WHEREAS, City Assessor for the City of Rome, New York, Joseph Surace, has recommended that the City of Rome, New York, enter into an agreement with Systems Development Group, Inc. for: Image Mate Online with Parcel History software support fee; Apex Medina Sketching software maintenance; and Image Mate Professional software support, at a total amount not to exceed \$5,650.00; now, therefore

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, that the Mayor of the City of Rome is hereby authorized to enter into an agreement with Systems Development Group, Inc. for: Image Mate Online with Parcel History software support fee; Apex Medina Sketching software maintenance; and Image Mate Professional software support, at a total amount not to exceed \$5,650.00 effective January 1, 2020 through December 31, 2020 , pursuant to the attached Invoice which is made part of this Resolution.

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

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

ADOPTED \_\_\_\_\_ DEFEATED \_\_\_\_\_

## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made by and between the City of Rome, a municipality of the State of New York, having offices at City Hall, 198 North Washington Street, Rome, NY 13440, hereinafter referred to as the "CITY", and Systems Development Group, Inc., a New York State corporation, with its principle place of business at 441 Trenton Ave., Utica, NY 13502, hereinafter referred to as "SDG".

### WITNESSETH

WHEREAS, the CITY agrees to continue Maintenance Support with SDG for Image Mate Online, Parcel History, Image Mate Desktop and Apex Medina Sketching Software, hereinafter referred to as "SOFTWARE."

NOW, THEREFORE, in consideration of promises, covenants and agreements contained herein, the parties hereto agree as follows:

#### 1. OVERVIEW

SDG shall provide the CITY with telephone and email support during normal business hours; 8:30 am – 5:00 pm EST, Monday through Friday. This support is intended to ensure that the software is functioning as intended. SDG will respond in a timely manner to any reproducible support issue(s) brought to our attention by the City Assessment officials regarding the software. SDG will also provide the CITY ITS with technical guidance in support of the planning of computer network infra-structure modifications and upgrades that affect the SOFTWARE.

#### 2. SERVICES/SUPPORT CLASSIFICATION DETAILS

SDG shall make available to the CITY all standard software enhancements to the SOFTWARE currently owned by the CITY.

- a) Standard – Software improvements to the current release for purposes such as increasing system performance or fixing reproducible software errors (bug fixes).
- b) Custom – This classification includes client requested changes that would add or increase current system functionality.
- c) New York State based technical support
- d) Integrated support for the display of photo and document images
- e) Tax Map viewing in PDF format.
- f) Parcel History extension
- g) Apex Medina Sketching software

#### 3. TERM

The term of this contract shall be from January 1, 2020 through December 31, 2020.

4. COVERED APPLICATION SOFTWARE

- a) Image Mate Online (Microsoft Windows 200X and IIS based)
- b) Parcel History extension to Image Mate Online
- c) Image Mate Professional (5 seats) including RPS Version 4 Data Extraction Module
- d) Apex Medina Sketching software
- e) Unlimited Public Access Licenses
- f) Image Mate Online Subscription Management Module

6. COPYRIGHT

The Image Mate Online (SOFTWARE) and any electronic documents are owned by SDG and are protected by United States copyright laws and international treaty provisions. Notwithstanding the copyright, the SOFTWARE contains valuable trade secrets and confidential information of SDG which remains the property of SDG. Therefore, the CITY must treat the SOFTWARE like any other copyrighted material except that the CITY may make up to one (1) copy of the SOFTWARE solely for backup or archival purposes during the initial 12 month term. The CITY may not make any other copies of the SOFTWARE nor copy any electronic or written materials accompanying the SOFTWARE. SDG reserves all rights not expressly granted in this Agreement.

7. CONSIDERATION/PAYMENT

The CITY shall pay SDG the maximum sum of Five Thousand Six Hundred and Fifty Dollars (\$5,650.00) within thirty (30) days following the beginning of the Term of this Agreement. The Annual Maintenance Support Schedule for the CITY is based on the following:

Image Mate Online with Parcel History Software Support fee	\$4,200.00
Apex Medina Sketching software maintenance (2 seats)	\$490.00
Image Mate Professional software support (5 seats)	\$960.00

8. SECURITY

SDG shall not distribute or sell any CITY information or data for any purpose unless authorized and directed to do so in writing by the CITY.

9. INSURANCE

SDG is responsible for maintaining insurance coverage for employees and/or subcontractors assigned to the project by SDG.

10. STAFFING

SDG shall enforce strict discipline and good order among SDG's employees and other persons carrying out the Contract. SDG shall not permit employment of persons not skilled in tasks assigned to them. SDG shall be responsible to the CITY for the acts and omissions of SDG's employees performing work under this contract.

## 11. SOFTWARE SUPPORT

SDG agrees to provide technical support for the software outlined in this agreement for the term of this Agreement. The CITY may renew support and maintenance services with SDG based on future negotiations and Agreements. SDG shall provide to the CITY during these terms, software support and remedial maintenance services for any significant errors, malfunctions, or defects, and software updates. Correction of such "errors" is subject to CITY'S prompt notification to SDG of the nature and description of the "error", which SDG can replicate. Additionally, the CITY'S data shall be updated by an automated task scheduled on a nightly basis.

## 12. INDEMNITY/WARRANTY

SDG warrants that it is the sole owner of or has full power and authority to grant License provided for herein and that the licensed programs by the CITY do not violate or infringe any patent, copyright or other proprietary right of any third person. SDG shall indemnify, reimburse and hold harmless the CITY and its officers and employees from any and all claims, suits, actions, damages and costs of every nature by any other 3<sup>rd</sup> persons, entities or parties resulting or arising from SDG's breach of, or failure to comply with, the terms of this agreement.

## 13. TAXES AND FEES

Unless otherwise provided in the Contract Documents, SDG shall pay any taxes, fees, fines, permits and licenses prior to commencement of work which may be necessary for proper execution and completion of the Work. Since the CITY is tax exempt, no sales taxes will be applied to the cost of the software and services associated with this Agreement.

## 14. SUBCONTRACTING

SDG shall not assign any part of this agreement to a subcontractor or other party without the express written consent of the CITY. All terms and conditions of this agreement shall apply to any subcontractor.

## 15. AMENDMENTS AND MODIFICATIONS

This agreement may not be amended or modified except in writing by both parties hereto nor may obligations hereunder be waived orally.

## 16. GOVERNANCE

This agreement shall be governed by the laws of the State of New York. All work shall be completed according to all federal, state and local laws and with required licenses. It is mutually agreed between the parties that an independent contractor relationship is hereby established under the terms and conditions of this contract.

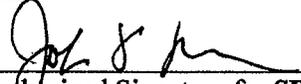
IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

DATE: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature for the CITY of Rome

\_\_\_\_\_  
Title

DATE: 1/2/2020

  
\_\_\_\_\_  
Authorized Signature for SDG

President/CEO

Title

John F. Kelly

Print Name

CMS525A

New York State Contract No.

16-1473013

Federal ID No.



441 Trenton Avenue  
 Utica, NY 13502

# Invoice

Date	Invoice #
1/1/2020	14073

Bill To
ROME CITY HALL DONNA PIEKARSKI 198 N. WASHINGTON ST. ROME, NY 13440

Ship To
CITY OF ROME MS. KRISTINA MOSCA ASSESSMENT OFFICE 198 N. WASHINGTON ST. ROME, NY 13440

P.O. No.	Terms	Due Date	Renewal Date	Tax ID #
VERBAL	DUE ON RECEIPT	1/1/2020		

Description	Qty	Rate	Amount
IMAGE MATE ONLINE WITH PARCEL HISTORY SOFTWARE SUPPORT FEE	1	4,200.00	4,200.00
APEX SKETCHING SOFTWARE MAINTENANCE (2 SEATS)	1	490.00	490.00
IMAGE MATE PROFESSIONAL ANNUAL SOFTWARE SUPPORT PLAN (5 SEATS)	1	960.00	960.00
EFFECTIVE FROM JANUARY 1, 2020 THROUGH DECEMBER 31, 2020			

A MINIMUM CHARGE OF 1 HOUR WILL BE INVOICED FOR SERVICE & LABOR

Monthly, quarterly, semi-annual and annual subscriptions are automatically billed accordingly.

Should you wish to change or cancel your services with SDG, please contact the office at (315) 798-1328.

<b>Subtotal</b>	\$5,650.00
<b>Sales Tax (0.0%)</b>	\$0.00
<b>Total</b>	\$5,650.00
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$5,650.00

Telephone #	E-mail	sdgnys.com
3157981328	kneilson@sdgnys.com	www.sdgnys.com

**RESOLUTION NO. 11**

**AUTHORIZING THE MAYOR TO EXTEND AN AGREEMENT  
WITH BLISS ENVIRONMENTAL.**

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

WHEREAS, Butch Conover, Commissioner of the Department of Public Works for the City of Rome, has recommended that the City of Rome, New York, extend the Agreement with Bliss Environmental Services, Inc. for solid waste and recyclable material collection for the months of February and March 2020 at an amount not to exceed \$84,746.00 per month, totaling \$169,492.00; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, that the Mayor of the City of Rome is hereby authorized to enter into an agreement with Bliss Environmental Services, Inc. for solid waste and recyclable material collection for the months of February and March 2020 at an amount not to exceed \$84,746.00 per month, totaling \$169,492.00, pursuant to the attached quote which is made part of this Resolution.

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

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

ADOPTED \_\_\_\_\_ DEFEATED \_\_\_\_\_



January 8, 2020

City of Rome  
Butch Conover  
198 Washington Street  
Rome, NY 13501

Re: Waste Removal Service

Dear Butch,

As per your request, the price to extend our contract for February and March 2020 would be \$84,746.00 per month.

Thank you for your consideration in this matter. We look forward to servicing the City of Rome for many more years to come.

Thank you,

A handwritten signature in black ink, appearing to read "Travis J. Bliss", written over a horizontal line.

Travis J. Bliss  
President

**RESOLUTION NO. 12**

**AUTHORIZING THE MAYOR TO EXTEND  
AN AGREEMENT WITH JCI JONES CHEMICAL.**

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

WHEREAS, Butch Conover, Commissioner of the Department of Public Works for the City of Rome, has recommended that the City of Rome, New York, extend the Agreement with JCI Jones Chemical for the supply and delivery of liquid chlorine at an amount not to exceed \$37,500.00 for a period of one (1) year; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, that the Mayor extend the Agreement with JCI Jones Chemical for the supply and delivery of liquid chlorine at an amount not to exceed \$37,500.00 for a period of one (1) year, pursuant to the attached quote which is made part of this Resolution.

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

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

ADOPTED \_\_\_\_\_

DEFEATED \_\_\_\_\_

**From:** Debbie Stella <[dstella@jcichem.com](mailto:dstella@jcichem.com)>  
**Sent:** Tuesday, January 7, 2020 3:12 PM  
**To:** Zachary Cortese <[ZCortese@romecitygov.com](mailto:ZCortese@romecitygov.com)>  
**Subject:** Chlorine Bid - RFB-2019-002

Good afternoon Zach,

We have two mutual extension agreements and we would like to extend for another year at the same price \$750.00/Ton & \$400.00/150# Cylinder.

Please let me know what you decide to do.

Thank you,  
Debbie Stella  
JCI Jones Chemicals, Inc.

**RESOLUTION NO. 13**

**AUTHORIZING THE MAYOR OF THE CITY OF ROME  
TO APPROVE THE SALE OF CITY OWNED PROPERTY  
LOCATED ON 211 LAWRENCE STREET FOR \$900.00.**

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

WHEREAS, Rome City Charter Section 33(3) states that a sale of real estate shall not be valid or take effect unless approved by the Board of Estimate and Contract of the City of Rome, and;

WHEREAS, as a result of tax sales, certain city owned parcels of land are in the City's possession and the City desires to sell and convey said real property to a responsible buyer, and;

WHEREAS, the property is currently in compliance with the Rome Code of Ordinances and therefore there is no need for a rehabilitation agreement, now, therefore;

BE IT RESOLVED, that the Mayor of the City of Rome is authorized to convey 211 Lawrence Street to the buyer listed in Exhibit A, and;

BE IT FURTHER RESOLVED, by the Board of Estimate and Contract of the City of Rome that it approves and confirms the sale and conveyance of 211 Lawrence Street to the buyer listed in Exhibit A for the monetary consideration of \$900.00, said conveyance to take place following the contingencies hereinafter set forth, and;

BE IT FURTHER RESOLVED, that this authorization is contingent upon the buyer having completed this transaction by rendering any payment in full to the City of Rome within forty-five (45) days following receipt and review of copies of the proposed transfer documents pursuant to this sale, and;

BE IT FURTHER RESOLVED, that the real property shall at no point in time be sold, transferred, titled or conveyed to any person who was a record owner and/or mortgagor of the property within the five (5) year period immediately preceding the date on which the property was taken by the City of Rome for non-payment of taxes. If such prohibited conveyance shall be made by any party in the succeeding chain of title, then immediately thereon (a) this conveyance shall become null and void to the buyer, his successors and/or assigns, and (b) the title to the above premises shall revert back to the City of Rome.

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

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

ADOPTED \_\_\_\_\_ DEFEATED \_\_\_\_\_

EXHIBIT "A"

TAX MAP NO. 242.066-0002-052  
PROPERTY ADDRESS: 211 Lawrence Street  
CONSIDERATION: \$900.00  
BUYER: Swarn Kaur

**RESOLUTION NO. 14**

**AUTHORIZING THE MAYOR OF THE CITY OF ROME  
TO APPROVE THE SALE OF CITY OWNED PROPERTY  
LOCATED ON 403 W. DEPEYSTER STREET FOR \$1,001.00.**

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

WHEREAS, Rome City Charter Section 33(3) states that a sale of real estate shall not be valid or take effect unless approved by the Board of Estimate and Contract of the City of Rome, and;

WHEREAS, as a result of tax sales, certain city owned parcels of land are in the City's possession and the City desires to sell and convey said real property to a responsible buyer, and;

WHEREAS, the property is currently in compliance with the Rome Code of Ordinances and therefore there is no need for a rehabilitation agreement, now, therefore;

BE IT RESOLVED, that the Mayor of the City of Rome is authorized to convey 403 Depeyster Street to the buyer listed in Exhibit A, and;

BE IT FURTHER RESOLVED, by the Board of Estimate and Contract of the City of Rome that it approves and confirms the sale and conveyance of 403 W. Depeyster Street to the buyer listed in Exhibit A for the monetary consideration of \$1,001.00, said conveyance to take place following the contingencies hereinafter set forth, and;

BE IT FURTHER RESOLVED, that this authorization is contingent upon the buyer having completed this transaction by rendering any payment in full to the City of Rome within forty-five (45) days following receipt and review of copies of the proposed transfer documents pursuant to this sale, and;

BE IT FURTHER RESOLVED, that the real property shall at no point in time be sold, transferred, titled or conveyed to any person who was a record owner and/or mortgagor of the property within the five (5) year period immediately preceding the date on which the property was taken by the City of Rome for non-payment of taxes. If such prohibited conveyance shall be made by any party in the succeeding chain of title, then immediately thereon (a) this conveyance shall become null and void to the buyer, his successors and/or assigns, and (b) the title to the above premises shall revert back to the City of Rome.

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

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

ADOPTED \_\_\_\_\_ DEFEATED \_\_\_\_\_

EXHIBIT "A"

TAX MAP NO. 242.073-0002-026  
PROPERTY ADDRESS: 403 Depeyster Street  
CONSIDERATION: \$1,001.00  
BUYER: Gilberto & Lissette Gonzalez

**RESOLUTION NO. 15**

**AUTHORIZING THE DELETION OF ONE POSITION OF LIEUTENANT  
AND THE ADDITION OF ONE POSITION OF DETECTIVE  
WITHIN THE ROME POLICE DEPARTMENT.**

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

WHEREAS, it is the recommendation of Kevin Beach, Chief of the Rome Police Department, that one (1) position of Lieutenant be deleted and one (1) position of Detective be created within Police Department, effective January 31, 2020; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that one (1) position of Lieutenant be deleted and one (1) position of Detective be created within Police Department, effective January 31, 2020; and

BE IT FURTHER RESOLVED, that the City Treasurer is authorized to amend the 2020 budget to reflect same.

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

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

ADOPTED \_\_\_\_\_ DEFEATED \_\_\_\_\_

**RESOLUTION NO. 16**

**AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT  
WITH AN AUDITING FIRM OR CERTIFIED PUBLIC ACCOUNTANT FOR 2020.**

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

WHEREAS, Section 93 Title A of the City Charter Laws provides that the City of Rome shall enter into an agreement for each fiscal year with a certified public accountant or firm of accountants for a continuous audit of the City's financial operations for such year; now, therefore,

BE IT RESOLVED, that the City of Rome shall enter into an agreement with the firm of D'Arcangelo & Co. for the year 2020, in the amount of \$76,900.00; and

BE IT FURTHER RESOLVED, the total sum of \$76,900.00 shall be paid to D'Arcangelo & Co. for the year 2020; and

BE IT FURTHER RESOLVED, that the Mayor is authorized to execute the necessary agreement.

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

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

ADOPTED \_\_\_\_\_ DEFEATED \_\_\_\_\_

## AGREEMENT

**THIS AGREEMENT**, made the \_\_\_\_\_ day of \_\_\_\_\_, 2020, to take effect the 1<sup>st</sup> day of January, 2020, by and between **THE CITY OF ROME, NEW YORK**, a municipal corporation organized and existing under the laws of the State of New York, with its principal place of business located at Rome City Hall, 198 North Washington Street, Rome, New York, hereinafter referred to as "**CITY**", and **D'ARCANGELO & CO., LLP**, a limited liability partnership organized and existing under the laws of the State of New York, with its principle place of business located at 200 East Garden Street, Rome, New York, with a mailing address of P.O. Box 4300, Rome, New York, hereinafter referred to as "**D'ARCANGELO**".

WHEREAS, Section 93 Title A of the Charter of the City of Rome requires the Common Council to employ a certified public accountant or firm of certified public accountants to perform auditing services for City, and

WHEREAS, the Common Council on the \_\_\_ day of January, 2020, by Resolution No. \_\_\_, and the Board of Estimate and Contract on the \_\_\_ day of January, 20\_\_\_, by Resolution No. \_\_\_, authorized the Mayor to execute an Agreement between the parties hereto in respect to said auditing services, pursuant to the provision of the City Charter, now, therefore,

IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES OF THE PARTIES, THE CITY OF ROME AND D'ARCANGELO & CO., LLP, AGREE AND COVENANT AS FOLLOWS:

1. The accounting firm of **D'ARCANGELO** shall be employed as an independent contractor by the City of Rome by and on behalf of the Common Council of said City for the year 2020. Said services set forth more specifically in the engagement letter submitted by **D'ARCANGELO**, dated January 8, 2020, attached hereto and made part hereof as Exhibit A,
2. **D'ARCANGELO** shall perform the duties and services for City and the Common Council thereof pursuant to the pertinent provisions of Section 93 Title A of the City Charter Laws.
3. **D'ARCANGELO** shall perform and prepare Audit and Control reports for the Department of Community and Economic Development.
4. **D'ARCANGELO** shall furnish as part of this Agreement to the members of the Common Council, the Mayor and other department heads of City, on a regular basis, printed opinions as to the fiscal stability and financial condition of the City.
5. **D'ARCANGELO** shall for the duration of this Agreement maintain its status as a firm of certified public accountants.
6. **CITY** shall reimburse **D'ARCANGELO** in the amount of Seventy-One Thousand, Four Hundred and 00/100 Dollars (\$71,400.00) for auditing services, which includes Seven Thousand, Eight Hundred and 00/100 (\$7,800.00) for the

Single Audit of Federal grants received. Said sum shall be payable in twelve (12) monthly installments of Five Thousand, Nine Hundred Fifty and 00/100 Dollars (\$5,950.00). **CITY** shall reimburse **D'ARCANGELO** in the amount of Five Thousand, Five Hundred and 00/100 Dollars (\$5,500.00) for preparation of New York State Annual Report. Total compensation to **D'ARCANGELO** pursuant to this Agreement shall not exceed Seventy Six Thousand, Nine Hundred and 00/100 Dollars (\$76,900.00).

7. **D'ARCANGELO** shall review the interim reports prepared by the City Treasurer and promptly provide comment on same when deemed necessary.

8. In the event the Common Council shall desire the performance of special services outside the scope of the services set forth herein, said special services shall be contracted for separately.

9. Either party may terminate this Agreement upon thirty (30) days written notice to the other party. Said notice shall be delivered by registered or certified mail to the usual place of business of the other party reimbursement up to date of termination.

10. Officers, agents, directors, employees or members of **D'ARCANGELO**, in accordance with the status of the **D'ARCANGELO** as an independent contractor, covenant and agree that they shall conduct themselves consistent with such status; that they shall neither hold themselves out as, nor claim to be, officers or employees of the City of Rome, nor shall they make any claim, demand or application to or for, any right or privilege applicable to any officer or employee of the City of Rome, including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, Social Security coverage or retirement membership or credit.

11. To the fullest extent permitted by law, **D'ARCANGELO** shall indemnify, defend and hold harmless **CITY**, its officers, agents and employees from any claims, demands, causes of action, judgments, or other liability, arising out of injury or death to person(s) or damage, including damage to property, of whatever kind or nature, as a result of **D'ARCANGELO** providing the services and obligations set forth in this Agreement.

**D'ARCANGELO** agrees that **CITY** is exempt from any and all liability for any damage, injury or death to person(s) or property of **D'ARCANGELO**, including **D'ARCANGELO** agents, servants, employees and business invitees, unless said damage, injury or death to person(s) or property is caused by the gross negligence of **CITY**.

12. **D'ARCANGELO** agrees that it will at its own expense, at all times during the term of this Agreement, procure and maintain in force a policy of insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against claims under the Workers' Compensation Act.

**D'ARCANGELO** agrees to provide **CITY** with NYS Workers' Compensation Form #C105.2 or #U26.3 and NYS Disability Form #DB120.1 showing that **D'ARCANGELO** has obtained the required Workers' Compensation and Disability Benefits coverage, or to submit proof by providing NYS Form CE-200 as proof that **D'ARCANGELO** is not required by law to provide such coverage.

**D'ARCANGELO** agrees that it will, at its own expense, at all times during the term of this Agreement, procure and maintain in force a policy of professional liability insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against liability for professional malpractice as a result of professional services rendered by **D'ARCANGELO** for the professional services, subject to the provisions of this Agreement, in connection with performing audit services of City's financial records.

**D'ARCANGELO** agrees that it will, at its own expense, at all times during the term of this Agreement, procure and maintain in force a policy of general liability insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against any general liability arising from the services to be provided hereunder. The liability coverage of such insurance shall not be less than One Million and 00/100 Dollars (\$1,000,000.00), per occurrence, for Bodily injury and Death and Property damage and a minimum general aggregate coverage of Two Million and 00/100 Dollars (\$2,000,000.00).

**D'ARCANGELO** agrees to have **CITY** named as an additional insured to said policy, and to provide **CITY** with a certificate from said insurance company or companies showing **CITY** as an additional insured prior to the execution of this Agreement.

13. This Agreement shall not be assigned by **D'ARCANGELO** without the written consent of **CITY**.

14. **D'ARCANGELO** agrees to comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa). **D'ARCANGELO** shall be liable for the costs, fees and/or penalties associated with any breach of these provisions if caused by the negligent or willful acts or omissions of **D'ARCANGELO** or its agents, officers, employees or subcontractors.

15. **D'ARCANGELO** acknowledges that the electronic or regular information, files, documents, correspondence, etc., to which it will or may be privy is of a confidential nature and, as such, shall be considered confidential at all times. To the extent applicable for purposes of this Agreement, **D'ARCANGELO** shall not disclose such confidential information to any other person or entity, except as may be required to perform hereunder; however, to the extent that disclosure is necessary to complete the work required under this Agreement,

**D'ARCANGELO**, or its principals, officers or employees, may only disclose said information internally among employees working under this Agreement and/or to designated **CITY** personnel. Upon the work required under this Agreement being completed, neither **D'ARCANGELO**, nor any of its principals, officers or employees may disclose said confidential information. Any unauthorized disclosure may result in criminal actions or proceedings being commenced against **D'ARCANGELO** and/or any of its principals, employees or officers.

In no event shall any employee, official, officer, or designee of **CITY** disclosure, release or convey any proprietary information or procedures of **D'ARCANGELO**, to which they have access to or become aware of, unless said disclosure, release or conveyance is necessary to complete work required hereunder. In the event of a disclosure, release or conveyance of said proprietary information being required to complete work under this Agreement, said **CITY** employee, official, officer or designee may only disclose said information to a designated **CITY** employee or to an employee(s) of **D'ARCANGELO**. Upon the work required hereunder being completed, any proprietary information or procedures obtained by an employee, official, officer or designee of **CITY** shall remain confidential.

WITNESS the execution of this Agreement the \_\_\_\_ day of \_\_\_\_\_, 2020, pursuant to Resolution No. \_\_ adopted by the Rome Common Council on January \_\_, 2020 and by Resolution No. \_\_ adopted by the Board of Estimate and Contract on January \_\_, 2020 and, by the authorized agents of the respective parties.

**THE CITY OF ROME, NEW YORK**

BY: \_\_\_\_\_  
JACQUELINE M. IZZO, MAYOR

\_\_\_\_\_  
Approved As To Form  
City of Rome, New York

**D'ARCANGELO & CO., LLP**

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

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

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared **Jacqueline M. Izzo**, and did depose and say that she is the **Mayor** 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     )  
COUNTY OF \_\_\_\_\_) ss.:

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, and did depose and say that s/he is a Partner in **D'Arcangelo & Co., LLP**, 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

**PURSUANT TO SECTION 171 OF THE ROME CITY CHARTER,  
I HEREBY CERTIFY THAT THE CITY OFFICER WHO  
ENACTED THE SUBJECT CONTRACT ON BEHALF OF  
THE CITY OF ROME HAD AUTHORITY AND POWER  
TO SO ACT AND THAT SUCH CONTRACT IS IN  
PROPER FORM AND PROPERLY EXECUTED.**

**THE CITY OF ROME, NEW YORK**

**BY: \_\_\_\_\_  
GERARD F. FEENEY  
CORPORATION COUNSEL**

**DRAFT**

**EXHIBIT A**

DRAFT

# D'Arcangelo & Co., LLP

Certified Public Accountants & Consultants

200 E. Garden St., P.O. Box 4300, Rome, N.Y. 13442-4300  
315-336-9220 Fax: 315-336-0836

January 8, 2020

Ms. Jacqueline M. Izzo, Mayor and  
Ms. Stephanie Viscelli, President of the Common Council  
City of Rome  
City Hall  
Rome, NY 13440

Dear Mayor Izzo:

We are pleased to confirm our understanding of the services we are to provide City of Rome, New York for the year ended December 31, 2019.

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of City of Rome, New York as of and for the year ended December 31, 2019. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Rome, New York's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Rome, New York's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis.
- Schedules of Changes in the Local Government's Total OPEB Liability and Related Ratios
- Schedules of Local Government's Proportionate Share of the Net Pension Liability
- Schedules of Local Government Pension Contributions
- Schedule of Revenues, Expenditures, and Other Financing Sources (Uses) Budget and Actual

We have also been engaged to report on supplementary information other than RSI that accompanies City of Rome, New York's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

Page 2

Ms. Jacqueline M. Izzo, Mayor and  
Ms. Stephanie Viscelli, President of the Common Council  
City of Rome, New York  
January 8, 2020

- Schedule of Expenditures of Federal Awards
- Combining Balance Sheet – General Fund
- Combining Revenues, Expenditures, and Other Financing Sources (Uses) – General Fund
- Schedule of State Transportation Assistance Expended, if required.

In addition to our audit, we will also provide the additional following services:

1. Type and provide bound copies of the annual report of the City of Rome, New York.
2. Continuous audit of claims and payroll in accordance with Article VII, Section 93 of the Charter for the City of Rome, New York.
3. We are available during the year for reasonable consultation services.
4. Apply agreed-upon procedures for the monthly financial statements of the City of Rome, New York, as made available, in accordance with standards established by the American Institute of Certified Public Accountants.
5. Apply agreed-upon procedures for the annual budget of the City of Rome, New York.
6. We will assist in the preparation of the New York State Annual Update Document as prescribed by the New York State Office of the State Comptroller.

### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations (CFR)* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of

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internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Common Council of the City of Rome, New York. We will make reference to the other auditor's audit of Rome Housing Authority in our report on your financial statements. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis of matter or other matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than (unmodified), we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue reports, or we may withdraw from this engagement.

#### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and they may include direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written

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representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

#### **Audit Procedures—Internal Controls**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Rome, New York's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of City of Rome, New York's major programs. The purpose of these procedures will be to express an opinion on City of Rome, New York's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

#### **Other Services**

We will also assist in preparing the financial statements, the New York State Annual Update Document as prescribed by the New York State Office of the State Comptroller, schedule of expenditures of federal awards, and related notes of City of Rome, New York in conformity with U.S. generally accepted accounting principles

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and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, New York State Annual Update Document, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

### **Management Responsibilities**

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes,

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regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on the first day of our fieldwork.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, the New York State Annual Update Document as prescribed by the New York State Office of the State Comptroller, schedule of expenditures of federal awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual,

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preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

#### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

We will provide copies of our reports to the City of Rome, New York; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of D'Arcangelo & Co., LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to New York Office of the State Comptroller or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of D'Arcangelo & Co., LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by an oversight agency for audit or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party (ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Leonard Carissimo, CPA, is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

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The fees for our audit services to the City of Rome, New York, to be billed in 2019 will be \$71,400. This does not include the fee for the preparation of the New York State annual report. The billings for our audit fees will be \$5,300 monthly. The monthly fee can be allocated by charging \$4,200 to the General City Fund, \$550 to the Water fund, and \$550 to the Sewer fund. We will also bill \$7,800 in June for Community Development.

In addition, if needed, we will assist in the preparation of the New York State annual report and bill separately for the service at our standard rates, which are not expected to exceed \$5,500.

If significant, additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We will be available during the year for consultation on various accounting matters. Our fee for such services will be at standard rates and will be discussed with you at that time. Our standard rates are:

Partner	\$ 170
Manager	\$ 110
Senior	\$ 80

*Government Auditing Standards* require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2016 peer review report accompanies this letter.

We appreciate the opportunity to be of service to City of Rome, New York and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

*D'Arcangelo + Co., LLP*

Enclosures

**D'Arcangelo & Co., LLP:**

This letter correctly sets forth the understanding of City of Rome.

\_\_\_\_\_  
Jacqueline M. Izzo

\_\_\_\_\_  
Mayor  
Title

\_\_\_\_\_  
Stephanie Viscelli

\_\_\_\_\_  
President of the Common Council  
Title



Smith Elliott Kearns & Company, LLC  
Certified Public Accountants & Consultants

**SYSTEM REVIEW REPORT**

To the Partners of D'Arcangelo & Co., LLP  
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of D'Arcangelo & Co., LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended September 30, 2016. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary).

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*, audits of employee benefit plans and examinations of service organizations [Service Organizations Control SOC 2 engagements]

In our opinion, the system of quality control for the accounting and auditing practice of D'Arcangelo & Co., LLP, applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended September 30, 2016, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. D'Arcangelo & Co., LLP has received a peer review rating of *pass*.

*Smith Elliott Kearns & Company, LLC*

Hagerstown, Maryland  
November 10, 2016

**RESOLUTION NO. 17**

**AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT  
WITH THE JERVIS PUBLIC LIBRARY ASSOCIATION (\$322,932.00).**

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

BE IT RESOLVED, that the City of Rome shall enter into an agreement with the Jervis Public Library Association for the year 2020 with consideration to be in the amount of \$322,932.00 for the provision of services to the City of Rome and that the Treasurer be authorized to pay the sum of \$80,733.00 in quarterly installments, upon presentation of a properly executed vendor's claim, and quarterly financial statements, and that the Board of Estimate and Contract shall also receive quarterly financial statements; and

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to execute an appropriate agreement with the Jervis Library Association relative to the services provided to the City of Rome by the Jervis Library Association.

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

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

ADOPTED \_\_\_\_\_ DEFEATED \_\_\_\_\_

## AGREEMENT

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, between **THE CITY OF ROME, NEW YORK**, a municipal corporation organized and existing under the laws of the State of New York, with its principal place of business located at Rome City Hall, 198 North Washington Street, Rome, New York, hereinafter referred to as "**CITY**", and the **JERVIS PUBLIC LIBRARY ASSOCIATION**, a non-profit organization, with its principal place of business located at 613 North Washington Street, Rome, New York, hereinafter referred to as "**LIBRARY**".

WHEREAS, **CITY** desires to provide the citizens of Rome with a public library, and

WHEREAS, **LIBRARY** desires to provide public library service in and for **CITY** according to the provisions of the New York State Education Law, now, therefore,

### WITNESSETH:

1. That in consideration of the sum of Three Hundred Twenty Two Thousand Nine Hundred Thirty Two and 00/100 Dollars (\$322,932.00), to be paid to **LIBRARY** by **CITY**, in quarterly payments of Eighty Thousand Seven Hundred Thirty Three and 00/100 Dollars (\$80,733.00), to be made in the months of January, April, July and October during the year 2019 pursuant to the terms of this Agreement, **LIBRARY** shall furnish public library services to the citizens of **CITY** according to the requirements of the New York State Education Law as provided for in the rules of the Board of Regents, and according to the regulations of the Commissioner of Education pertaining to public and free association libraries. Additionally, **LIBRARY** shall sponsor such activities that contribute to the cultural and educational needs of the citizens of **CITY**. Said quarterly payments will be made, by **CITY** following the **LIBRARY**'s presentation of a properly executed vendor's claim and unaudited quarterly financial statements to **CITY**'S Treasurer acceptable to **CITY**. **LIBRARY** shall also provide said quarterly financial statements to the City of Rome Common Council and Board of Estimate and Contract.
2. **LIBRARY** agrees to submit a financial report to the **CITY**'S Treasurer covering its latest completed fiscal year prepared in accordance with the generally accepted accounting standards and procedures for non-profit organizations, and in compliance with state and federal regulations. Said report shall be submitted to the **CITY**'S Treasurer within a reasonable time of the execution of this Agreement. Representatives of **CITY** shall have the right to examine the books and records of **LIBRARY** during any business day on reasonable notice given to the President or Treasurer of **LIBRARY**. **LIBRARY** shall submit a complete line item budget to the **CITY**'S Treasurer prior to any funds being disbursed under this Agreement.

3. Immediately upon receipt of any FOIL requests regarding **LIBRARY'S** fiscal year financial report or statements, the Rome City Clerk shall give oral notice of said request to the Director of **LIBRARY**. City Clerk shall follow the oral notice with written notice to Director of **LIBRARY**. In the event that the Director of **LIBRARY** has any objections to the release of the documents requested by the applicable FOIL, **LIBRARY** shall cause a written notice of said objection(s) to be filed with **CITY** within ten (10) days of receipt of notice from **CITY**. **CITY** may consider said objections in determining whether or not, and/or to what extent to comply with said FOIL request.
4. **LIBRARY** agrees to submit a copy of its State Annual Report of Public Libraries covering its latest completed fiscal year to **CITY'S** Department of Community and Economic Development at **LIBRARY'S** earliest convenience.
5. Officers, agents, directors and employees of **LIBRARY** in accordance with the status of **LIBRARY** as an independent contractor, covenant and agree that they shall conduct themselves consistent with such status; that they shall neither hold themselves out as, nor claim to be, officers or employees of **CITY**, nor shall they make any claim, demand or application to, or for, any right or privilege applicable to any officer or employee of **CITY**, including but not limited to, Workers' Compensation coverage, unemployment insurance benefits, Social Security coverage or retirement membership or credit.
6. This Agreement shall not be assigned by **LIBRARY** without the written consent of **CITY**.

**LIBRARY** agrees that **CITY** is to be exempt from any and all liability for any damage, personal injury or death to the person or property of **LIBRARY**, including **LIBRARY'S** agents, servants, employees and business invitees, unless said damage, personal injury or death to person(s) or property is caused by the gross negligence of **CITY**.
7. To the fullest extent permitted by applicable law, **LIBRARY** shall indemnify, defend and hold harmless **CITY** and its officers, agents and employees from any claims, demands, causes of action and judgments arising out of injury to person(s) or property of whatever kind or nature as a result of **LIBRARY** furnishing the services provided for in this Agreement.
8. **LIBRARY** agrees that it will at its own expense, at all times during the term of this Agreement, procure and maintain in force a policy of insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against claims under the Workers' Compensation Act. **LIBRARY** agrees to provide **CITY** with certificates showing that **LIBRARY** has obtained the required Workers'

Compensation Form (U26.3 or C105.2) and Disability Benefits Form DB120.1 coverage, or to submit proof that **LIBRARY** is not required by law to provide such coverage.

**LIBRARY** agrees that it will at its own expense, at all times during the term of this Agreement, procure and maintain in force a policy of general liability insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against any general liability arising from the services to be provided hereunder. The liability coverage of such insurance shall not be less than One Million and 00/100 Dollars (\$1,000,000.00), per occurrence, for Bodily injury and Death and Property damage and a minimum general aggregate coverage of Two Million and 00/100 Dollars (\$2,000,000.00).

**LIBRARY** agrees to have **CITY** named as an additional insured to said policies, and to provide **CITY** with a certificate from said insurance company or companies showing **CITY** as an additional insured prior to the execution of this Agreement.

9. **LIBRARY** agrees to comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa). **LIBRARY** shall be liable for the costs, fees and/or penalties associated with any breach of these provisions if caused by the negligent or willful acts or omissions of **LIBRARY** or its agents, officers, employees or subcontractors.

10. The term of this Agreement shall be from January 1, 2020 to December 31, 2020, unless otherwise agreed to by the parties in writing.

11. **COMPLIANCE WITH LAWS**

In performing under this Agreement, all applicable governmental laws, regulations, orders and other rules of duly constituted authority will be followed and complied with in all respects by both parties.

12. **GOVERNING LAW**

This Agreement shall be construed and enforced in accordance with the laws of the State of New York. Any action or proceeding commenced hereunder shall be commenced in the State or Federal court of appropriate jurisdiction with venue in Oneida County.

**13. ATTORNEY'S FEES**

Should suit be brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs, including expert witness fees and fees on any appeal.

**14. SURVIVAL**

All representations, covenants and warranties shall survive the execution of this Agreement and sections 7, 8, 12 and 13 shall survive termination of this Agreement.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this Agreement is executed as of the date first written hereinabove; execution by the City of Rome being made pursuant to Resolution No. \_\_, adopted by the Rome Common Council on January \_\_, 2020 and Resolution No. \_\_, adopted by the Board of Estimate and Contract on January \_\_, 2020.

THE CITY OF ROME, NEW YORK

BY: \_\_\_\_\_  
JACQUELINE M. IZZO, MAYOR

\_\_\_\_\_  
Approved As To Form  
City of Rome, New York

JERVIS PUBLIC LIBRARY ASSOCIATION

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared **Jacqueline M. Izzo**, and did depose and say that she is the **Mayor** 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 )  
COUNTY OF \_\_\_\_\_ ) ss.:

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, and did depose and say that he/she is the \_\_\_\_\_, \_\_\_\_\_ of **Jervis Public Library Association**, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

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

**PURSUANT TO SECTION 171 OF THE ROME CITY CHARTER,  
I HEREBY CERTIFY THAT THE CITY OFFICER WHO  
ENACTED THE SUBJECT CONTRACT ON BEHALF OF  
THE CITY OF ROME HAD AUTHORITY AND POWER  
TO SO ACT AND THAT SUCH CONTRACT IS IN  
PROPER FORM AND PROPERLY EXECUTED.**

**THE CITY OF ROME, NEW YORK**

**BY: \_\_\_\_\_  
GERARD F. FEENEY  
CORPORATION COUNSEL**

**DRAFT**

**RESOLUTION NO. 18**

**AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT  
WITH THE ROME HISTORICAL SOCIETY (\$31,616.00).**

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

WHEREAS, the annual budget of the City of Rome for 2020 has appropriated the sum of \$31,616.00 as the amount to be used as consideration in an agreement between the City of Rome and the Rome Historical Society, said funds to be used to assist in the operation and maintenance of their facility; and

WHEREAS, the City of Rome and the Rome Historical Society agree that payment shall be made on a quarterly basis; now, therefore,

BE IT RESOLVED, that the City Treasurer be and is hereby authorized and directed to make payments to the Rome Historical Society of \$7,904.00 each quarter upon presentation of a properly executed vendor's claim and quarterly financial statements, and that the Board of Estimate and Contract shall also receive the quarterly financial statements; and

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to execute an appropriate agreement with the Rome Historical society relative to the services provided to the City of Rome by the Rome Historical Society.

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

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

ADOPTED \_\_\_\_\_ DEFEATED \_\_\_\_\_

## AGREEMENT

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the **CITY OF ROME, NEW YORK**, a municipal corporation organized and existing under the laws of the State of New York, with its office and principal place of business at Rome City Hall, 198 North Washington Street, Rome, New York, hereinafter referred to as "**CITY**", and the **ROME HISTORICAL SOCIETY**, with its principal place of business located at 200 Church Street, Rome, New York, hereinafter referred to as "**SOCIETY**".

### WITNESSETH:

1. In consideration of the sum of Thirty-One Thousand Six Hundred Sixteen and 00/100 Dollars (\$31,616.00), to be paid by **CITY** in quarterly installments of Seven Thousand Nine Hundred Four and 00/100 Dollars (\$7,904.00), **SOCIETY** hereby promises and agrees to act as a repository for historical artifacts, documents, and other materials of historical significance found within the City of Rome, to furnish facilities for collecting and preserving materials pertaining to the history of the City of Rome.

**SOCIETY** further promises and agrees to aid and assist the local historian, duly appointed by the Mayor of the City of Rome, pursuant to Section 148 of the Education Law, in the collection of such records and in calling the attention of local and state authorities to any material of local historical value which should be acquired for preservation, and generally to aid and assist the local historian and state historian in the pursuit of their duties in collecting and preserving materials of local historical significance for and during the year **2020**, and to otherwise assist and provide whatever assistance may be required by **CITY** for the preservation and identification of edifices, documents, artifacts and other materials of historical significance in the City of Rome.

2. The consideration herein shall be paid to **SOCIETY** in quarterly payments of Seven Thousand Nine Hundred Four and 00/100 Dollars (\$7,904.00), upon presentation of a properly executed vendor's claim, and unaudited quarterly financial statements by **SOCIETY** to **CITY'S** Treasurer.

3. Promptly after the end of each fiscal quarter, **SOCIETY** shall present to the Common Council via the City of Rome Clerk's Office, a quarterly report setting forth all of its expenditures, receipts and unexpended balances prior to the presentation of its vendor's claims to **CITY'S** Treasurer.

Promptly after the end of the calendar year, **SOCIETY** agrees to submit a "Final Report" with **CITY** (City Clerk) setting forth at a minimum: programs planned/proposed, funding received and programs completed.

All necessary maintenance and repairs to **SOCIETY'S** building shall be the responsibility of **SOCIETY** and all costs relating thereto shall be borne by **SOCIETY**.

4. The term of this Agreement shall be from January 1, 2020 through December 31, 2020.

5. Officers, agents, directors and employees of **SOCIETY**, in accordance with the status of **SOCIETY** as an independent contractor, covenant and agree that they shall conduct themselves consistent with such status; that they shall neither hold themselves out as, nor claim to be, officers or employees of **CITY**, nor shall they make any claim, demand or application to, or for, any right or privilege applicable to any officer or employee of **CITY**, including but not limited to, Workers' Compensation coverage, unemployment insurance benefits, Social Security coverage and/or retirement membership or credit.

6. This Agreement shall not be assigned by **SOCIETY** without the express written consent of **CITY**.

7. **SOCIETY** agrees that it will at its own expense, at all times during the term of this Agreement, procure and maintain in force a policy of insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against claims under the Workers' Compensation Act. **SOCIETY** agrees to provide **CITY** with NYS Workers' Compensation Form #C105.2 or #U26.3 and NYS Disability Form #DB120.1 showing that **SOCIETY** has obtained the required Workers' Compensation and Disability Benefits coverage, or to submit proof by providing NYS Form CE-200 as proof that **SOCIETY** is not required by law to provide such coverage.

**SOCIETY** agrees that it will, at its own expense, at all times during the term of this Agreement, procure and maintain in force a policy of general liability insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against any general liability arising from the services to be provided hereunder. The liability coverage of such insurance shall not be less than One Million and 00/100 Dollars (\$1,000,000.00), per occurrence, for Bodily injury and Death and Property damage and a minimum general aggregate coverage of Two Million and 00/100 Dollars (\$2,000,000.00).

**SOCIETY** agrees to have **CITY** named as an additional insured to said policy, and to provide **CITY** with a certificate from said insurance company or companies showing **CITY** as an additional insured prior to the execution of this Agreement.

8. To the fullest extent permitted by applicable law, **SOCIETY** agrees that it shall indemnify, defend and hold harmless **CITY** from and against all liability, damages, expenses, costs, causes of action, suits, claims or judgments arising from personal injury or death to persons, property damage, and for anything and everything whatsoever arising from or out of the work of **SOCEITY** and its agents, servants or employees, and from any loss or damage arising from the negligent acts or failure to act or any default or negligence by **SOCIETY** or failure on the part of **SOCIETY** to comply with any of the covenants, terms or conditions of this Agreement.

9. **SOCIETY** agrees to comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa). **SOCIETY** shall be liable for the costs, fees and/or penalties associated with any breach of these provisions if caused by the negligent or willful acts or omissions of **SOCIETY** or its agents, officers, employees or subcontractors.

10. **SOCIETY** agrees that **CITY** is to be exempt from any and all liability for any damage, injury or death to person or property of **SOCIETY**, including **SOCIETY'S** agents, servants, employees and business invitees, unless said damage, injury or death to person(s) or property is caused by the gross negligence of **CITY**.

11. This Agreement contains the binding agreement between the parties and supersedes all other agreements and representations, written or oral, on the subject matter of this Agreement, including any statements in referenced exhibits or attachments that may be in conflict with the statements herein.

All exhibits to which reference is made are deemed incorporated in this Agreement, whether or not actually attached.

12. **CITY** and **SOCIETY** may, on sixty (60) days written notice to the other party, terminate this Agreement before the expiration date hereof, and without prejudice to any other remedy available to said party, when the other party defaults in the performance of any provision herein, or fails to perform any material condition of this Agreement. Either party may correct the breach/default within said time period, and, upon correction of the breach/default, this Agreement will remain in effect until the termination hereunder.

13. **COMPLIANCE WITH LAWS**

In performing under this Agreement, all applicable governmental laws, regulations, orders and other rules of duly constituted authority will be followed and complied with in all respects by both parties.

**14. GOVERNING LAW**

This Agreement shall be construed and enforced in accordance with the laws of the State of New York. Any action or proceeding commenced hereunder shall be commenced in the State or Federal court of appropriate jurisdiction with venue in Oneida County.

**15. ATTORNEY'S FEES**

Should suit be brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs, including expert witness fees and fees on any appeal.

**16. SURVIVAL**

All representations, covenants and warranties shall survive the execution of this Agreement and sections 7, 8, 10, 14 and 15 shall survive termination of this Agreement.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

WITNESS the execution of this Agreement the \_\_\_\_\_ day of \_\_\_\_\_, 2020, pursuant to Resolution No. \_\_, adopted by the Rome Common Council on January \_\_, 2020 and by Resolution No. \_\_, adopted by the Board of Estimate and Contract on January \_\_, 2020, by the authorized agents of the respective parties.

**THE CITY OF ROME, NEW YORK**

BY: \_\_\_\_\_  
JACQUELINE M. IZZO, MAYOR

\_\_\_\_\_  
Approved as to Form  
City of Rome, New York

**ROME HISTORICAL SOCIETY**

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared **Jacqueline M. Izzo**, and did depose and say that she is the **Mayor** 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     )  
COUNTY OF ONEIDA    ) ss.:

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, and did depose and say that he is the Executive Director of Rome Historical Society, 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

**PURSUANT TO SECTION 171 OF THE ROME CITY CHARTER,  
I HEREBY CERTIFY THAT THE CITY OFFICER WHO  
ENACTED THE SUBJECT CONTRACT ON BEHALF OF  
THE CITY OF ROME HAD AUTHORITY AND POWER  
TO SO ACT AND THAT SUCH CONTRACT IS IN  
PROPER FORM AND PROPERLY EXECUTED.**

**THE CITY OF ROME, NEW YORK**

**BY: \_\_\_\_\_  
GERARD F. FEENEY  
CORPORATION COUNSEL**

**DRAFT**

**RESOLUTION NO. 19**

**AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT  
WITH THE CAPITOL CIVIC CENTER (\$12,160.00).**

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

WHEREAS, the Rome City Budget for 2020 contains a total appropriation of \$12,160.00 to assist in the operation and maintenance of the Capitol Civic Center, Rome, New York, now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that the Mayor of the City of Rome be and is hereby authorized to enter into an agreement with the Capitol Civic Center for the allocation of an appropriation in the amount of \$12,160.00 for the year 2020, and that the Treasurer be authorized to disburse such funds in quarterly installments of \$3,040.00, upon the presentation of a properly executed vendor's claim, and upon the receipt by the City Treasurer of a quarterly financial statement of the Capitol Civic Center, and that the Rome Board of Estimate and Contract shall receive a copy thereof.

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

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

ADOPTED \_\_\_\_\_

DEFEATED \_\_\_\_\_

## AGREEMENT

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, between **THE CITY OF ROME, NEW YORK**, a municipal corporation organized and existing under the laws of the State of New York, with its principal place of business located at Rome City Hall, 198 North Washington Street, Rome, New York, hereinafter referred to as "**CITY**", and **THE CAPITOL CIVIC CENTER, INC.**, a non-profit corporation with its principal place of business at 220 West Dominick Street, Rome, New York, hereinafter referred to as "**CIVIC CENTER**".

WHEREAS, the City of Rome desires to provide the citizens of Rome with a public civic center open to all and for the benefit of the community, and

WHEREAS, the Capitol Civic Center, Inc. desires to provide a public forum for community and civic events in and for the City of Rome and its citizens, now, therefore,

### WITNESSETH:

1. In consideration of quarterly payments of Three Thousand Forty and 00/100 Dollars (\$3,040.00) each, for a total of Twelve Thousand, One Hundred Sixty and 00/100 Dollars (\$12,160.00) per annum, the **CIVIC CENTER**, as an independent contractor, shall furnish to the citizens of the City of Rome cultural and educational programs and classes, consistent with the intent and by-laws of the **CIVIC CENTER** as a community-oriented theater and civic hall.
2. Said payments shall be made in quarterly payments and shall be made by **CITY'S** Treasurer upon presentation of a properly executed vendor's claim by **CIVIC CENTER**.
3. This Agreement shall commence on the 1<sup>st</sup> day of January, 2020, and shall terminate on the 31<sup>st</sup> day of December, 2020, unless otherwise agreed to by the parties in writing.
4. Promptly after the completion of its fiscal year, **CIVIC CENTER** agrees to submit a financial report to **CITY'S** Treasurer covering its latest completed fiscal year prepared in accordance with the generally accepted accounting standards and procedures for non-profit organizations and in compliance with state and federal regulations, with the Common Council and the Board of Estimate and Contract to receive copies thereof.

Promptly after the completion of the **CIVIC CENTER'S** 2020 programming year, **CIVIC CENTER** agrees to submit a "Final Report" with **CITY'S** Clerk setting forth, at a minimum: programs planned/proposed, funding received and programs completed.

5. Officers, agents, directors, employees or members of **CIVIC CENTER**, in accordance with the status of **CIVIC CENTER** as an independent contractor, covenant and agree that they shall conduct themselves consistent with such status; that they shall neither hold themselves out as, nor claim to be, officers or employees of the City of Rome, nor shall they make any claim, demand or application to, or for, any right or privilege applicable to any officer or employee of the City of Rome, including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, Social Security coverage or retirement membership credit.
  
6. To the fullest extent permitted by applicable law, **CIVIC CENTER** shall indemnify, defend and hold harmless **CITY** and its officers, agents and employees from any claims, demands, causes of action and judgments arising out of injuries to person(s) or property of whatever kind or nature as a result of **CIVIC CENTER** furnishing the services provided for in this Agreement. **CIVIC CENTER** agrees that **CITY** is exempt from any and all liability for any damage, injury or death to person(s) or property of **CIVIC CENTER**, including **CIVIC CENTER'S** agents, servants, employees and business invitees, unless said damage, injury or death to person(s) or property is caused by the gross negligence of **CITY**. The provisions of this section shall survive termination or expiration of this Agreement.  
  
**CIVIC CENTER** agrees that **CITY** is to be exempt from any and all liability for any damage, injury or death to person(s) or property of **CIVIC CENTER**, including **CIVIC CENTER'S** agents, servants, subcontractors, employees and business invitees, unless said damage, injury or death to person(s) or property is caused by the gross negligence of **CITY**.
  
7. **CIVIC CENTER** agrees to comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa). **CIVIC CENTER** shall be liable for the costs, fees and/or penalties associated with any breach of these provisions if caused by the negligent or willful acts or omissions of **CIVIC CENTER** or its agents, officers, employees or subcontractors.
  
8. **CIVIC CENTER** agrees that it will at its own expense, at all times during the term of this Agreement, procure and maintain in force a policy of insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against claims under the Workers' Compensation act. **CIVIC CENTER** agrees to provide **CITY** with NYS Workers' Compensation Form #C105.2 or #U26.3 and NYS Disability Form #DB120.1 showing that **CIVIC CENTER** has obtained the required

Workers' Compensation and Disability Benefits coverage, or to submit proof by providing NYS Form CE-200 as proof that **CIVIC CENTER** is not required by law to provide such coverage.

**CIVIC CENTER** agrees that it will, at its own expense, at all times during the term of this Agreement, procure and maintain in force a policy of general liability insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against any general liability arising from the services to be provided hereunder. The liability coverage of such insurance shall not be less than One Million and 00/100 Dollars (\$1,000,000.00), per occurrence, for Bodily injury and Death and Property damage and a minimum general aggregate coverage of Two Million and 00/100 Dollars (\$2,000,000.00).

**CIVIC CENTER** agrees to have **CITY** named as an additional insured to said policy, and to provide **CITY** with a certificate from said insurance company or companies showing **CITY** as an additional insured prior to the execution of this Agreement.

9. **CITY** and **CIVIC CENTER** may, on ten (10) days written notice to the other party, terminate this Agreement before the expiration date hereof, and without prejudice to any other remedy available to said party, when the other party defaults in the performance of any provision herein, or fails to perform any material condition of this Agreement. Either party may correct the breach/default within said time period, and, upon correction of the breach/default, this Agreement will remain in effect until the termination hereunder.

**CITY** may, in its sole discretion and on sixty (60) days prior written notice to **CIVIC CENTER**, terminate this Agreement without cause before the termination date hereof. Termination of this Agreement by the **CITY** pursuant to this provision shall not be construed as a breach of this Agreement and **CITY** shall not be liable for any economic, consequential, special or punitive damages resulting from such a termination. Notwithstanding the foregoing, **CIVIC CENTER** shall be entitled to receive compensation for services performed up to the date of termination.

10. No assignment by either of the parties to this Agreement of any rights, including rights to moneys due or to become due under this Agreement, or delegation of any duties under this Agreement shall be binding upon the other party until such party's express written consent has been obtained.
11. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. Any action commenced pursuant to this

Agreement shall be commenced in the State or Federal Court of proper jurisdiction with venue in Oneida County.

12. Any waiver by either of the parties of any of the provisions of this Agreement shall not imply preceding or subsequent waiver of that or any other provision.
13. In performing under this Agreement, all applicable governmental laws, regulations, orders and other rules of duly constituted authority shall be followed and complied with in all respects by both parties.
14. Should suit be brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs, including expert witness fees and fees on any appeal.
15. All representations, covenants and warranties shall survive the execution of this Agreement and sections 6, 8, 11 and 12 shall survive termination of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

WITNESS the execution of this Agreement the \_\_\_\_ day of \_\_\_\_\_, 2020, pursuant to Resolution No. \_\_, adopted by the Rome Common Council on January \_\_, 2020 and by Resolution No. \_\_, adopted by the Board of Estimate and Contract on January \_\_, 2020, by the authorized agents of the respective parties.

**THE CITY OF ROME, NEW YORK**

**BY:** \_\_\_\_\_  
**JACQUELINE M. IZZO, MAYOR**

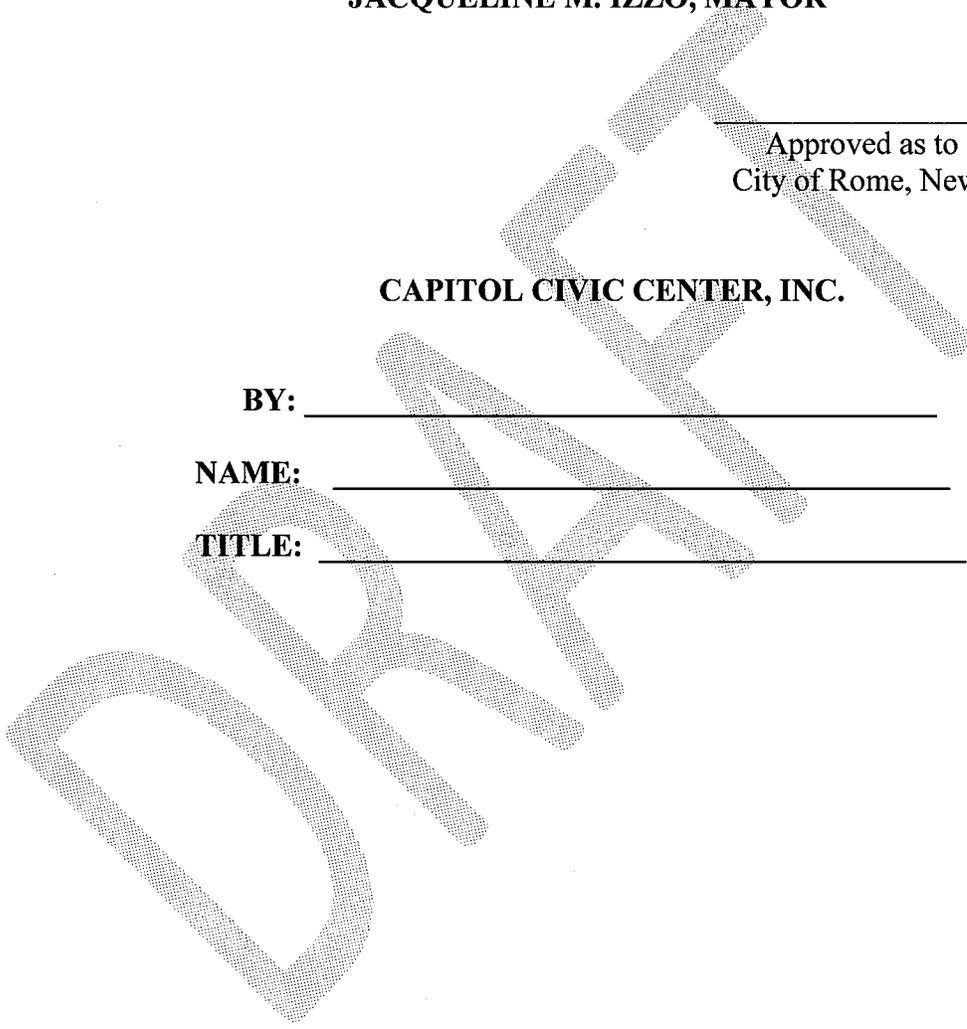
\_\_\_\_\_  
Approved as to Form  
City of Rome, New York

**CAPITOL CIVIC CENTER, INC.**

**BY:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_



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

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared **Jacqueline M. Izzo**, and did depose and say that she is the **Mayor** 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 )  
COUNTY OF ONEIDA ) ss.:

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, and did depose and say that he/she is the \_\_\_\_\_ of **Capitol Civic Center, Inc.**, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

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

**PURSUANT TO SECTION 171 OF THE ROME CITY CHARTER,  
I HEREBY CERTIFY THAT THE CITY OFFICER WHO  
ENACTED THE SUBJECT CONTRACT ON BEHALF OF  
THE CITY OF ROME HAD AUTHORITY AND POWER  
TO SO ACT AND THAT SUCH CONTRACT IS IN  
PROPER FORM AND PROPERLY EXECUTED.**

**THE CITY OF ROME, NEW YORK**

**BY: \_\_\_\_\_  
GERARD F. FEENEY,  
CORPORATION COUNSEL**

**DRAFT**

**RESOLUTION NO. 20**

**AUTHORIZING ANNUAL PAYMENT TO  
THE ROME ART AND COMMUNITY CENTER  
BY THE CITY TREASURER (\$32,224.00).**

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

WHEREAS, the Rome City Budget for 2020 contains a total appropriation of \$32,224.00 for the operation and maintenance of City owned property commonly known as the Rome Art & Community Center, located at 310 West Bloomfield Street, Rome, New York, by the nonprofit organization known as the Rome Art and Community Center; now, therefore,

BE IT RESOLVED, that an annual payment in the sum of \$32,224.00 be made to the Rome Art and Community Center for operation and maintenance during the year 2020, said payment to be made in quarterly installments of \$ 8,056.00 by the City Treasurer upon presentation of a properly executed vendor's claim and upon the receipt by the City Treasurer of a quarterly financial statement of said Rome Art & Community Center setting forth receipts, expenditures and any unexpended balances, and that the Board of Estimate and Contract shall receive copies of said quarterly financial statements; and

BE IT FURTHER RESOLVED, that the Mayor be and is hereby authorized to enter into an agreement incorporating the aforesaid terms and conditions for the year 2020.

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

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

ADOPTED \_\_\_\_\_ DEFEATED \_\_\_\_\_

## AGREEMENT

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, between **THE CITY OF ROME, NEW YORK**, a municipal corporation organized and existing under the laws of the State of New York, with its principal place of business located at Rome City Hall, 198 North Washington Street, Rome, New York, hereinafter referred to as "**CITY**", and **ROME ART AND COMMUNITY CENTER**, a non-profit corporation chartered under the laws of the State Education Department of the State of New York, with its office and principal place of business located at 308 West Bloomfield Street, Rome, New York, hereinafter referred to as "**RACC**".

WHEREAS, **CITY** desires to provide its citizens with civic and cultural programs and events, so as to enhance their best interests; and

WHEREAS, **RACC** undertakes civic and cultural programs and offers classes and other programs to the residents of the City of Rome, New York, including, but not limited to classes/programs in: art, music, handicrafts, sculpture and activities like and similar in nature; and

WHEREAS, **CITY** and **RACC** desire to enter into an Agreement whereby **RACC** will provide civic and cultural programs and classes to the citizens of **CITY** in consideration for receipt of funding from **CITY**, now, therefore,

### **WITNESSETH:**

1. **RACC** shall provide **CITY** and its citizens community, civic, educational and cultural events, programs, classes, etc., consistent with **RACC'S** purpose and by-laws as a community oriented and cultural center.

As compensation for the services provided hereunder, **CITY** shall pay **RACC** the amount of Thirty Two Thousand, Two Hundred Twenty Four and 00/100 Dollars (\$32,224.00), hereinafter as "**RACC FUNDING**".

2. As required by Section 1, the **RACC FUNDING** provided to **RACC** shall be made quarterly in the sum of Eight Thousand Fifty Six and 00/100 Dollars (\$8,056.00), said payments to be made by **CITY** Treasurer upon presentation of a properly executed vendor's claim and upon the receipt of an unaudited quarterly financial statement by **RACC**, setting forth receipts, expenditures and any unexpended balances.
3. This Agreement shall commence on the 1<sup>st</sup> day of January, 2020, and shall terminate on the 31<sup>st</sup> day of December, 2020, unless otherwise agreed to by the parties.
4. Promptly after its fiscal year, **RACC** agrees to submit a financial report to **CITY'S** Treasurer covering its latest completed fiscal year prepared in

accordance with the generally accepted accounting standards and procedures for non-profit organizations and in compliance with New York State and federal regulations, with the Common Council and the Board of Estimate and Contract to receive copies thereof.

Promptly after the completion of the **RACC'S** 2020 programming year, **RACC** agrees to submit a "Final Report" with **CITY** (City Clerk) setting forth, at a minimum: programs planned/proposed for the particular year, funding received and programs completed.

5. **RACC** agrees that for any press release, advertisements, programs or other informational materials offered to the public, the following language must be included in said release, advertisement, programs or materials: "Programs offered by the Rome Art and Community Center are made possible, wholly or in part, by funding from the City of Rome."
6. Officers, agents, directors, employees or members of **RACC**, in accordance with the status of **RACC**, as an independent contractor, covenant and agree that they shall conduct themselves consistent with such status; that they shall neither hold themselves out as, nor claim to be, officers or employees of **CITY**, nor shall they make any claim, demand or application to, or for, any right or privilege applicable to any officer or employee of **CITY**, including, but not limited to Workers' Compensation coverage, unemployment insurance benefits, Social Security coverage or retirement membership credit.
7. To the fullest extent permitted by applicable law, **RACC** shall indemnify, defend and hold harmless **CITY** and its officers, agents, and employees from any claims, demands, causes of action and judgments arising out of injury(ies) to person(s) or property of whatever kind or nature as a result of **RACC** furnishing the services provided for in this Agreement. **RACC** agrees that **CITY** is exempt from any and all liability for any damage, injury or death to person(s) or property of **RACC**, including **RACC's** agents, servants, employees and business invitees, unless said damage, injury or death to person(s) or property is caused by the gross negligence of **CITY**. The provisions of this Section shall survive termination or expiration of the Agreement.

**RACC** agrees that **CITY** is to be exempt from any and all liability for any damage, personal injury or death to the person or property of **RACC**, including **RACC'S** agents, servants, employees and business invitees, unless said damage, personal injury or death to person(s) or property is caused by the gross negligence of **CITY**.
8. **RACC** agrees that it will at its own expense, at all times during the term of this Agreement, procure and maintain in force a policy of insurance, written by one or more insurance carriers licensed to do business in the State of New York,

and having offices within the State of New York, which will insure against claims under the Workers' Compensation Act. **RACC** agrees to provide **CITY** with NYS Workers' Compensation Form #C105.2 or Form #U26.3 and NYS Disability Form #DB120.1 showing that **RACC** has obtained the required Workers' Compensation and Disability Benefits coverage, or to submit proof by providing NYS Form CE-200 as proof that **RACC** is not required by law to provide such coverage.

**RACC** agrees that it will, at its own expense, at all times during the term of this Agreement, procure and maintain in force a policy of general liability insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against any general liability arising from the services to be provided hereunder. The liability coverage of such insurance shall not be less than One Million and 00/100 Dollars (\$1,000,000.00), per occurrence, for Bodily injury and Death and Property damage and a minimum general aggregate coverage of Two Million and 00/100 Dollars (\$2,000,000.00).

**RACC** agrees to have **CITY** named as an additional insured to said policy, and to provide **CITY** with a certificate from said insurance company or companies showing **CITY** as an additional insured prior to the execution of this Agreement.

9. **RACC** agrees to comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa). **RACC** shall be liable for the costs, fees and/or penalties associated with any breach of these provisions if caused by the negligent or willful acts or omissions of **RACC** or its agents, officers, employees or subcontractors.
10. **RACC** shall not assign any portion of the work to a subcontractor without prior written approval of **CITY**.
11. Any waiver by any of the parties of any of the provisions of this Agreement shall not imply preceding or subsequent waiver of that or any other provisions.
12. No assignment by any of the parties to this Agreement of any rights, including rights to moneys due or to become due under this Agreement, or delegation of any duties under this Agreement shall be binding upon the parties until such party's consent has been obtained.
13. If any provision of this Agreement or any part thereof is or becomes void or unenforceable by force or operation of law, the other provisions shall remain valid and enforceable.

14. Oral statements and understandings are not valid or binding, and neither this Agreement nor any order shall be changed or modified except by a writing signed by all parties.
15. In performing under this Agreement, all applicable governmental laws, regulation, orders and other rules of duly constituted authority shall be followed and complied with in all respects by all parties.
16. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. Any action or proceeding commenced hereunder shall be commenced in the State or Federal court of appropriate jurisdiction with venue in Oneida County.
17. This Agreement contains the binding agreement between the parties and supersedes all other agreements and representations, written or oral, on the subject matter of this Agreement, including any statements in referenced exhibits or attachments that may be in conflict with the statements herein. All exhibits to which reference is made are deemed incorporated in this Agreement, whether or not actually attached.
18. Should suit be brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs, including expert witness fees and fees on any appeal.
19. All representations, covenants and warranties shall survive the execution of this Agreement and sections 7, 8, 16 and 18 shall survive termination of this Agreement.

This Agreement is executed pursuant to Resolution No. \_\_, adopted by the Common Council on January \_\_, 2020 and Resolution No. \_\_, adopted by the Board of Estimate and Contract on January \_\_, 2020.

[REST OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Instrument to be executed by their duly authorized as of hereto the day and year first above written.

**THE CITY OF ROME, NEW YORK**

BY: \_\_\_\_\_  
JACQUELINE M. IZZO, MAYOR

\_\_\_\_\_  
Approved as to Form  
City of Rome, New York

**ROME ART AND COMMUNITY CENTER**

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DRAFT

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

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared **Jacqueline M. Izzo**, 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     )  
COUNTY OF ONEIDA    ) ss.:

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, and did depose and say that he/she is the \_\_\_\_\_ of **Rome Art and Community Center**, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

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

**PURSUANT TO SECTION 171 OF THE ROME CITY CHARTER,  
I HEREBY CERTIFY THAT THE CITY OFFICER WHO  
ENACTED THE SUBJECT CONTRACT ON BEHALF OF  
THE CITY OF ROME HAD AUTHORITY AND POWER  
TO SO ACT AND THAT SUCH CONTRACT IS IN  
PROPER FORM AND PROPERLY EXECUTED.**

**THE CITY OF ROME, NEW YORK**

**BY: \_\_\_\_\_  
GERARD F. FEENEY,  
CORPORATION COUNSEL**

**DRAFT**

**RESOLUTION NO. 21**

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO EXECUTE AN AGREEMENT WITH THE LAKE DELTA VOLUNTEER FIRE DEPARTMENT, INC.**

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

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 a contract with the Lake Delta Volunteer Fire Department, Inc., for the purpose of providing secondary fire protection for certain areas within the City of Rome during the 2020 calendar year; and

BE IT FURTHER RESOLVED, that in consideration for secondary fire protection, Lake Delta Volunteer Fire Department shall be provided with various equipment performance testing.

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

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

ADOPTED \_\_\_\_\_ DEFEATED \_\_\_\_\_

## AGREEMENT

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, between **THE CITY OF ROME, NEW YORK**, a municipal corporation organized and existing under the laws of the State of New York, with its office and principal place of business at Rome City Hall, 198 North Washington Street, Rome, New York, 13440, hereinafter referred to as the "**CITY**", and **LAKE DELTA VOLUNTEER FIRE DEPARTMENT, INC.**, a domestic corporation organized and existing under the laws of the State of New York, with its office at 8508 Elmer Hill Road, Rome, New York, with a mailing address of P.O. Box 596, Rome, New York 13442, hereinafter referred to as "**LDVFD**".

### WITNESSETH:

The parties hereby agree as follows:

1. That, in consideration for providing annual assistance to the members of **LDVFD** to complete services, including: performance testing of fire pumps (NFPA 1911), fire hose testing (NFPA 1962) and fire ground ladder testing (NFPA 1932), said **LDVFD** hereby agrees to assist the Rome Fire Department in secondary fire protection in certain areas within the City of Rome for a period of one (1) year, commencing on the 1<sup>st</sup> day of January, 2020, and terminating on the 31<sup>st</sup> day of December, 2020, for all of the area being within the City of Rome and briefly described as follow:

All that tract or parcel of land bounded on the west by a line 500 feet westerly of Turin Road; on the south by the Inside District Corporation Line of the City of Rome; on the east by a line 200 feet easterly of the Rome-Westernville Highway, and on the north by the Town Line Road, and a line projected westerly from the Town Line Road and paralleling the Elmer Hill Road to Turin Road, westerly 500 feet from Turin Road and Lorena Road and including, in addition to the 500 feet boundary of all of the following roads: Kolton Drive, Dawn Drive, Morningside Drive, Evening Drive, Overhill Drive, Forest Lane, Sunset Lane, Ironwood Avenue and Pinecrest Drive.

Said protection shall be limited to secondary assistance on a first alarm response basis by **LDVFD**, together with the primary fire protection provided by **CITY**.

2. This Agreement may be terminated by either party upon the giving of ninety (90) days written notice sent by certified mail, return receipt requested, to the other party.

**LDVFD** shall maintain its equipment in workable and efficient order and shall insure that said equipment meets all applicable Underwriters' Standards.

3. Prior to execution of this Agreement, **LDVFD** shall file with the Corporation Counsel of the City of Rome a certificate of insurance relative to suitable and adequate liability insurance naming the City of Rome as an additional insured and holding **CITY** free and harmless for any and all liability connected with the fire protection provided by **LDVFD** under the terms of this Agreement.

In addition, **CITY** shall provide any and all required benefits required by state law to **LDVFD** members. **CITY** shall have the right, but not the obligation, to challenge worker's compensation coverage for any member of **LDVFD** hurt or otherwise injured in another municipality.

4. To the fullest extent permitted by law, **LDVFD** shall indemnify, defend and hold harmless **CITY**, its agents, employees and servants, against any and all losses, claims, damages, detriment, suit claims, costs, charges, actions, demands, liabilities or expenses, including but not limited to attorney's fees, by reason of the liability imposed by law or otherwise upon **CITY** for damages resulting from the performance of the requirements and obligations set forth in this Agreement by **LDVFD**.

5. **LDVFD** shall indemnify, defend and hold harmless **CITY** from any and all liability, which may arise out of the use of mutual aid companies on standby at the **LDVFD** station house while **LDVFD** is out of service or providing assistance to the Rome Fire Department.

6. **LDVFD** agrees to comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa). **LDVFD** shall be liable for the costs, fees and/or penalties associated with any breach of these provisions if caused by the negligent or willful acts or omissions of **LDVFD** or its agents, officers, employees or subcontractors.

7. This Agreement shall not be interpreted to negate the established standard whereby all actions of said volunteer fire companies, including **LDVFD**, remain subject to all of **CITY'S** rules and regulations and departmental orders now existing concerning actions, departments and responsibilities in the line of duty. **LDVFD** shall comply with Rome Fire Department Order SOP-20, attached hereto as Exhibit A and incorporated into this Agreement.

8. Upon execution of this Agreement:

(a) The Oneida County 911 Emergency System will be relied upon to utilize a "dual notification" system whereby the **LDVFD** and the Rome Fire Department shall be notified of any emergency, fire or service call, within the boundaries contained herein;

(b) In situations where either the Rome Fire Department or the **LDVFD** receives an emergency, fire or service call without the jurisdiction for which it is the primary response team, but within the jurisdiction of the other party to this Agreement, each fire department is required to notify

the County Fire Control, via the Mutual Aid Frequency, requesting said entity to notify the appropriate jurisdiction.

9. By this Agreement, the Rome Fire Department in no way relinquishes or delegates its responsibility or authority in the areas covered by the Agreement.

All officers and members of **LDVFD** responding to fires and other emergencies under this Agreement shall be responsible to and follow the commands of line officers of the Rome Fire Department in the event that both departments respond and are present at the same fire or other emergency. However, the officers, members, and agents of **LDVFD** will be solely responsible for the operation of their own fire equipment.

10. In the event that **LDVFD** arrives at the scene of a fire or other emergency prior to the arrival of **CITY** fire apparatus and personnel, the officer in charge or his assignee shall immediately notify the Rome Fire Department of their presence thereat, the status of the incident, and a description of what apparatus is at the scene.

11. **LDVFD** shall file all required fire reports with the Rome Fire Department within fifteen (15) days of any incident.

12. Upon the execution of this Agreement, **LDVFD** shall file with the Fire Chief of the Rome Fire Department copies of all standard operating procedures of said volunteer fire department.

13. Officers, members and agents of **LDVFD** shall not hold themselves out as, nor claim to be, officers or employees of **CITY** by any reason thereof, and shall make no claim, demand or application for any right or benefit allowed to an officer or employee of **CITY**, including but not limited to, unemployment benefits, unemployment insurance, social security coverage or retirement membership or credit.

14. No representations or promises shall be binding upon the parties to this Agreement except those representations and promises contained herein or in some future writing signed by the parties in making such representations or promises.

15. Neither **CITY** nor **LDVFD** shall let, assign or transfer this Agreement or any part thereof, or any interest, right or privilege therein without prior express written consent of the other party.

16. If any provision of this Agreement is illegal, the remainder of the Agreement shall not be affected thereby.

17. Said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

This Agreement is executed pursuant to Resolution No. \_\_\_\_, adopted by the Rome Common Council on \_\_\_\_\_ and Board of Estimate and Contract Resolution No. \_\_\_\_, adopted \_\_\_\_\_.

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed by their duly authorized officers the day and year first above written.

**THE CITY OF ROME, NEW YORK**

BY: \_\_\_\_\_  
JACQUELINE M. IZZO, MAYOR

\_\_\_\_\_  
Approved As To Form  
City of Rome, New York

**LAKE DELTA VOLUNTEER FIRE DEPARTMENT, INC.**

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

DRAFT

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

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared **Jacqueline M. Izzo**, and did depose and say that she is the **Mayor** 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     )  
COUNTY OF ONEIDA    ) ss.:

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, and did depose and say that he is the \_\_\_\_\_ of **Lake Delta Volunteer Fire Department**, 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

**PURSUANT TO SECTION 171 OF THE ROME CITY CHARTER,  
I HEREBY CERTIFY THAT THE CITY OFFICER WHO  
ENACTED THE SUBJECT CONTRACT ON BEHALF OF  
THE CITY OF ROME HAD AUTHORITY AND POWER  
TO SO ACT AND THAT SUCH CONTRACT IS IN  
PROPER FORM AND PROPERLY EXECUTED.**

**THE CITY OF ROME, NEW YORK**

**BY: \_\_\_\_\_  
GERARD F. FEENEY  
CORPORATION COUNSEL**

**DRAFT**

**EXHIBIT A**

DRAFT

**RESOLUTION NO. 22**

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO EXECUTE  
AN AGREEMENT WITH THE STANWIX HEIGHTS VOLUNTEER  
FIRE DEPARTMENT, INC.**

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

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 a contract with the Stanwix Heights Volunteer Fire Department, Inc., for the purpose of providing secondary fire protection for certain areas within the City of Rome during the 2020 calendar year; and

BE IT FURTHER RESOLVED, that in consideration for secondary fire protection, Stanwix Heights Volunteer Fire Department shall be provided with various equipment performance testing.

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

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

ADOPTED \_\_\_\_\_

DEFEATED \_\_\_\_\_

## AGREEMENT

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, between **THE CITY OF ROME, NEW YORK**, a municipal corporation organized and existing under the laws of the State of New York, with its office and principal place of business at Rome City Hall, 198 North Washington Street, Rome, New York, 13440, hereinafter referred to as the "**CITY**", and **STANWIX HEIGHTS VOLUNTEER FIRE DEPARTMENT, INC.**, a domestic corporation organized and existing under the laws of the State of New York, with its office at 6580 Bartlett Road, Rome, New York, 13440, hereinafter referred to as "**SHVFD**".

### WITNESSETH:

The parties hereby agree as follows:

1. That in consideration for providing annual assistance to the members of **SHVFD** to complete services, including: performance testing of fire pumps (NFPA 1911), fire hose testing (NFPA 1962) and fire ground ladder testing (NFPA 1932), said **SHVFD** hereby agrees to assist the Rome Fire Department in secondary fire protection in certain areas within the City of Rome for a period of one (1) year, commencing on the 1<sup>st</sup> day of January, 2020, and terminating on the 31<sup>st</sup> day of December, 2020, for all of the area being within the City of Rome and briefly described as follow:

All that tract or parcel of land bounded on the northwest by the Oneida and Mohawk Correctional Facility property and Lamphear Road up to, and including its intersection with Route 365 and South James Street; on the south by the Westmoreland and Whitestown lines; on the southeast by the Whitestown town line; and on the northeast by the Amtrak right-of-way and up to and including State Route 365.

Said protection shall be limited to secondary assistance on a first alarm response basis by **SHVFD**, together with the primary fire protection provided by **CITY**.

2. This Agreement may be terminated by either party upon the giving of ninety (90) days written notice sent by certified mail, return receipt requested, to the other party.

**SHVFD** shall maintain its equipment in workable and efficient order and shall insure that said equipment meets all applicable Underwriters' Standards.

3. Prior to execution of this Agreement, **SHVFD** shall file with the Corporation Counsel of the City of Rome, a certificate of insurance relative to suitable and adequate liability insurance naming the City of Rome as an additional insured and holding **CITY** free and harmless for any and all liability connected with the fire protection provided by **SHVFD** under the terms of this Agreement.

In addition, **CITY** shall provide any and all required benefits required by state law to **SHVFD** members. **CITY** shall have the right, but not the obligation, to challenge workers' compensation coverage for any member of **SHVFD** hurt or otherwise injured in another municipality.

4. To the fullest extent permitted by law, **SHVFD** shall indemnify, defend and hold harmless **CITY**, its agents, employees and servants, against any and all losses, claims, damages, suit claims, costs, charges, actions, demands, liabilities or expenses, including but not limited to attorney's fees, by reason of the liability imposed by law or otherwise upon **CITY** for damages resulting from the performance of the requirements and obligations set forth in this Agreement by **SHVFD**.

5. **SHVFD** shall indemnify, defend and hold harmless **CITY** from any and all liability, which may arise out of the use of mutual aid companies on standby at the **SHVFD** station house while **SHVFD** is out of service or providing assistance to the Rome Fire Department.

6. **SHVFD** agrees to comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa). **SHVFD** shall be liable for the costs, fees and/or penalties associated with any breach of these provisions if caused by the negligent or willful acts or omissions of **SHVFD** or its agents, officers, employees or subcontractors.

7. This Agreement shall not be interpreted to negate the established standard whereby all actions of said volunteer fire companies, including **SHVFD**, remain subject to all of **CITY'S** rules and regulations and departmental orders now existing concerning actions, departments and responsibilities in the line of duty. **SHVFD** shall comply with Rome Fire Department Order SOP-20.1-20.4, attached hereto as Exhibit A and incorporated into this Agreement.

8. Upon execution of this Agreement:

(a) The Oneida County 911 Emergency System will be relied upon to utilize a "dual notification" system whereby the **SHVFD** and the Rome Fire Department shall be notified of any emergency, fire or service call, within the boundaries contained herein;

(b) In situations where either the Rome Fire Department or the **SHVFD** receives an emergency, fire or service call without the jurisdiction for which it is the primary response team, but within the jurisdiction of the other party to this Agreement, each fire department is required to notify the County Fire Control, via the Mutual Aid Frequency, requesting said entity to notify the appropriate jurisdiction.

9. By this Agreement, the Rome Fire Department in no way relinquishes or delegates its responsibility or authority in the areas covered by the Agreement.

All officers and members of **SHVFD** responding to fires and other emergencies under this Agreement shall be responsible to and follow the commands of line officers of the Rome Fire Department in the event that both departments respond and are present at the same fire or other emergency. However, the officers, members, and agents of **SHVFD** will be solely responsible for the operation of their own fire equipment.

**10.** In the event that **SHVFD** arrives at the scene of a fire or other emergency prior to the arrival of **CITY** fire apparatus and personnel, the officer in charge or his assignee shall immediately notify the Rome Fire Department of their presence thereat, the status of the incident, and a description of what apparatus is at the scene.

**11.** **SHVFD** shall file all required fire reports with the Rome Fire Department within fifteen (15) days of any incident.

**12.** Upon the execution of this Agreement, **SHVFD** shall file with the Fire Chief of the Rome Fire Department copies of all standard operating procedures of said volunteer fire department.

**13.** Officers, members and agents of **SHVFD** shall not hold themselves out as, nor claim to be, officers or employees of **CITY** by any reason thereof, and shall make no claim, demand or application for any right or benefit allowed to an officer or employee of **CITY**, including but not limited to, unemployment benefits, unemployment insurance, social security coverage or retirement membership or credit.

**14.** No representations or promises shall be binding upon the parties to this Agreement except those representations and promises contained herein or in some future writing signed by the parties in making such representations or promises.

**15.** Neither **CITY** nor **SHVFD** shall let, assign or transfer this Agreement or any part thereof, or any interest, right or privilege therein without prior express written consent of the other party.

**16.** If any provision of this Agreement is illegal, the remainder of the Agreement shall not be affected thereby.

**16.** Said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

This Agreement is executed pursuant to Resolution No. \_\_\_\_, adopted by the Rome Common Council on \_\_\_\_\_ and Board of Estimate and Contract Resolution No. \_\_\_\_, adopted \_\_\_\_\_.

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed by their duly authorized officers the day and year first above written.

**THE CITY OF ROME, NEW YORK**

BY: \_\_\_\_\_  
JACQUELINE M. IZZO, MAYOR

\_\_\_\_\_  
Approved As To Form  
City of Rome, New York

**STANWIX HEIGHTS VOLUNTEER FIRE DEPARTMENT, INC.**

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DRAFT

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

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared **Jacqueline M. Izzo**, and did depose and say that she is the **Mayor** 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     )  
COUNTY OF ONEIDA    ) ss.:

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, and did depose and say that he is the \_\_\_\_\_ of **Stanwix Heights Volunteer Fire Department**, 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

**PURSUANT TO SECTION 171 OF THE ROME CITY CHARTER,  
I HEREBY CERTIFY THAT THE CITY OFFICER WHO  
ENACTED THE SUBJECT CONTRACT ON BEHALF OF  
THE CITY OF ROME HAD AUTHORITY AND POWER  
TO SO ACT AND THAT SUCH CONTRACT IS IN  
PROPER FORM AND PROPERLY EXECUTED.**

**THE CITY OF ROME, NEW YORK**

**BY: \_\_\_\_\_  
GERARD F. FEENEY  
CORPORATION COUNSEL**

**DRAFT**

**EXHIBIT A**

DRAFT

**RESOLUTION NO. 23**

**AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT  
PROVIDING FUNDS FOR THE SENIOR CITIZENS COUNCIL (\$31,680.00).**

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

WHEREAS, the Senior Citizens Council of Rome, New York, Inc., has requested that the Board of Estimate and Contract provide funding in consideration of the assistance of local recreational programs for senior citizens by the above named group; and

WHEREAS, the Board of Estimate and Contract feels that such a program will serve a useful and helpful purpose and will be in the best interests of the City of Rome; and

WHEREAS, the City of Rome by this Resolution does express its intention to cooperate with the program and has appropriated the sum of \$31,680.00 for 2020 which sum shall be made available in quarterly installments; now, therefore,

BE IT RESOLVED, that the Mayor be and is hereby authorized to apply for a partial reimbursement of funds so expended on such program from the proper state agency as provided by state law; and

BE IT FURTHER RESOLVED, that the Mayor be and is hereby authorized to enter into an agreement to provide a sum of \$31,680.00 for the assistance of local programs for senior citizens as directed by the 2020 budget, and that the Treasurer be authorized to disburse such funds in quarterly installments of \$7,920.00, upon the presentation of a properly executed vendor's claim; and

BE IT FURTHER RESOLVED, that commencing April 1, 2020, the Senior Citizens Council shall submit quarterly financial reports to the Board of Estimate and Contract of the City of Rome.

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

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

ADOPTED \_\_\_\_\_ DEFEATED \_\_\_\_\_

## AGREEMENT

**THIS AGREEMENT**, made the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between **THE CITY OF ROME**, a municipal corporation of the State of New York, with its principal place of business at Rome City Hall, 198 North Washington Street, Rome, New York, hereinafter referred to as "**CITY**", and **THE SENIOR CITIZENS COUNCIL OF ROME, NEW YORK, INC.**, a corporation operating under the laws of the State of New York, having its principal place of business at 305 East Locust Street, Rome, New York, hereinafter referred to as the "**COUNCIL**".

### WITNESSETH:

WHEREAS, **CITY**, pursuant to Section 543, Article 19-J of the Executive Law of New York is hereby authorized to establish, operate and maintain a Municipal Recreation Program for the elderly in the City (the "Municipal Program"), and

WHEREAS, Sub-section 1 of Section 543 of said Article 19-J of the Executive Law of New York provides that a municipality is authorized to contract with private, non-profit, voluntary agencies to provide such needed "recreation" services for adults fifty years of age and over, and

WHEREAS, **COUNCIL** is a recognized private, non-profit incorporated agency which is capable of assisting **CITY** in the discharge of its responsibilities under said Municipal Program, and

WHEREAS, the Common Council, the governing body of **CITY**, has authorized the establishment, operation and maintenance of a Municipal Program which will include:

1. Social, Educational and Recreational activities;
2. Special interest and handicraft groups;
3. Educational field trips;
4. Instruction in skills; and
5. Other appropriate activities,

and

WHEREAS, **COUNCIL** is capable of conducting the Municipal Program, following the objectives and purposes as set forth in Section 543 of the Executive Law, and is an operating concern,

NOW, THEREFORE, IT IS AGREED, that **COUNCIL** shall be designated to operate and maintain said recreation project for **CITY**, and

IT IS FURTHER AGREED, that **COUNCIL** shall provide and operate a program of activities with appropriately trained leadership to include those activities specified above. The program will be operated by **CITY** through **COUNCIL**, which will furnish facilities for each program, and

IT IS FURTHER AGREED, that **COUNCIL** will be open to all persons in the Rome area 50 years of age or over, without regard to race, religion or national origin, and

IT IS FURTHER AGREED, that **CITY** will pay to **COUNCIL** the sum of Thirty One Thousand, Six Hundred Eighty and 00/100 Dollars (\$31,680.00), in consideration for services rendered. The appropriation of Thirty One Thousand, Six Hundred Eighty and 00/100 Dollars (\$31,680.00) shall be paid in quarterly payments of Seven Thousand, Nine Hundred Twenty and 00/100 Dollars (\$7,920.00) per quarter upon the presentation to **CITY** by **COUNCIL** of a properly executed vendor's claim, and

IT IS FURTHER MUTUALLY AGREED AS FOLLOWS:

1. **COUNCIL** will comply with Sections 541-546 of Article 19-J of the Executive Law of New York, and any amendments, rules and regulations pursuant thereto.
2. **COUNCIL** will comply with Article 15 of the Executive Law of New York ("Law Against Discrimination") and the Governor's 1960 Code of Fair Practice, and any amendments and rules and regulations pursuant thereto.
3. **COUNCIL** will comply with the Finance Law of New York State and any amendments and rules and regulations pursuant thereto.
4. **COUNCIL** agrees to establish a Senior Citizens Service Center Program and operate such programs and services as outlined in the application form OFA/RPE.
5. **COUNCIL** agrees to establish and maintain separate accounting and auditing procedures in accord with appropriate State and City rules and regulations to reflect receipts and disbursements of State and City funds provided through this Agreement.
6. **COUNCIL** understands and agrees that the amount of this Agreement may be amended within the maximum limits thereof only by mutual agreement in writing between **COUNCIL** and **CITY**.
7. **COUNCIL** agrees to return the full amount of overpayment which may be made under the provisions of this Agreement within a reasonable time after written notification from **CITY** but in no event later than ten (10) business days.
8. **COUNCIL** agrees that all encumbrances under this Agreement shall be liquidated within 45 days after the end of the fiscal year in which the

encumbrance was incurred unless otherwise authorized, in writing, by **CITY** or the Director of the New York State Office for the Aging or both.

9. **COUNCIL** agrees to submit to **CITY**, quarterly financial reports covering the use of all State and City funds received on account of this Agreement during the program year. Said reports shall be due no later than the 1<sup>st</sup> day of April, July, October and January (for the 4<sup>th</sup> quarter of the preceding year). A copy of these quarterly reports should also be sent to the Rome Common Council.
10. **COUNCIL** agrees to submit to **CITY** an annual progress report within sixty (60) days after the end of each program year covering the achievement of the program goals and objectives and all personnel, administrative and other transactions which will serve to describe how the program operated and succeeded in providing the services described in this Agreement during the program year.
11. The term of this Agreement shall be from January 1, 2020 to December 31, 2020. **COUNCIL** and **CITY** reserve the right to cancel this Agreement upon thirty (30) days' notice in writing, to the other party.
12. **COUNCIL** agrees that in the event of the cancellation of this Agreement by either party, it will make a full and final accounting of all State and City funds received under this Agreement within thirty (30) days after the notification of cancellation has been issued and that **CITY** will reserve the right to make final disposition of all equipment purchased on account of this Agreement.
13. **COUNCIL** shall not assign, transfer, convey, sublet, subcontract or otherwise dispose of this contract or the right, title or interest therein or the power to execute such contract to any other person, company or corporation without the previous consent, in writing, of **CITY**.
14. **COUNCIL** and **CITY** recognize that in the performance of this contract, the greatest benefits will be derived by promoting the interest of both parties, and each of the parties does, therefore, enter into this Agreement with the intention of loyally cooperating with the other in carrying out the terms of this contract and each party agrees to interpret its provisions insofar as it may legally do, in such manner as will thus promote the interest of both and render the highest service to the public, and in accordance with the provisions of the Application hereto attached and made a part hereof.
15. The parties hereto further agree as follows:

- (a) It is understood by and between the parties hereto that this Agreement shall be deemed executory to the extent of the moneys available to **CITY** and no liability on account thereof shall be incurred by **CITY** beyond moneys available for the purposes hereof.
- (b) Purchases by **CITY** are not subject to State and City sales or excise taxes. There is no exemption, however, for social security, unemployment insurance and like taxes.
- (c) All equipment, the cost of which is reimbursed from funds received under this Agreement, shall be used as far as practicable by **COUNCIL** for the purpose of carrying out the extent of this Agreement, and shall not be available for general use of **COUNCIL**. A complete inventory of all such equipment shall be maintained by **COUNCIL**. All such equipment shall be identified in a suitable manner. Within 30 days after completion of the services to be performed under this Agreement, **COUNCIL** shall submit a final inventory of all such equipment on hand. Disposition of the inventoried property shall be made in accordance with applicable provisions of law.
- (d) **COUNCIL** hereby agrees to the provisions of Section 139-a and 139-b of the New York State Finance Law which requires that upon the refusal of a person, when called before a grand jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, or a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relative question concerning transaction or contract.
  - (1) Such person, and any firm, partnership, or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids or receiving awards from or entering into any contracts with New York State or any public department, agency, or official thereof, for goods, work or services, for a period of five (5) years after such refusal, and
  - (2) Any and all contracts made with the State of New York or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnerships, or corporation of which he is a member, partner, director or officer may be cancelled or terminated by New York State without incurring any penalty or damages on account of such cancellation or such termination, but any monies owing by the State of New York for goods delivered or work done prior to the cancellation or termination shall be paid.

16. **COUNCIL** agrees that it will at its own expense, at all times during term of this Agreement, procure and maintain in force a policy of insurance, written by one or more insurance carriers licensed to do business in the State

of New York, and having offices within the State of New York, which will insure against claims under the Workers' Compensation Act. **COUNCIL** agrees to provide **CITY** with Forms C105.2 and DB120.1 showing that **COUNCIL** has obtained the required Workers' Compensation and Disability Benefits coverage, or to submit proof (NYS Workers' Compensation Board Form #CE-200) that **COUNCIL** is not required by law to provide such coverage.

**COUNCIL** agrees that it will at its own expense, at all times during the term of this Agreement, procure and maintain in force a policy of general liability insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against any general liability arising from the services to be provided hereunder. The liability coverage of such insurance shall not be less than One Million and 00/100 Dollars (\$1,000,000.00), per occurrence, for Bodily injury and Death/Property damage and a minimum general aggregate coverage of Two Million and 00/100 Dollars (\$2,000,000.00).

**COUNCIL** agrees to have **CITY** named as an additional insured to said policy, and to provide **CITY** with a certificate from said insurance company or companies showing **CITY** as an additional insured prior to the execution of this Agreement.

17. The relationship of **COUNCIL** to **CITY** shall be that of independent contractor. **COUNCIL**, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself in accordance with such status, that it will neither hold itself out as nor claim to be an officer or an employee of **CITY** by reason thereof and that it will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of **CITY** including but not limited to Workers' Compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credits.
18. To the fullest extent permitted by law, **COUNCIL** shall indemnify, defend and hold harmless **CITY**, its officers, agents and employees from any claims, demands, causes of action, judgments or other liability, arising out of injury or death to persons or damage to property of whatever kind or nature that arise in connection with **COUNCIL** providing the services and obligations set forth in this Agreement.
19. **COUNCIL** agrees to comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa). **COUNCIL** shall be liable for the costs, fees and/or penalties associated with any breach of these provisions if caused by the negligent or willful acts or omissions of **COUNCIL** or its agents, officers,

employees, or subcontractors.

20. **CITY** and **COUNCIL** may, on ten (10) days written notice to the other party, terminate this Agreement before the expiration date hereof, and without prejudice to any other remedy available to said party, when the other party defaults in the performance of any provision herein, or fails to perform any material condition of this Agreement. Either party may correct the breach/default within said time period, and, upon correction of the breach/default, this Agreement will remain in effect until the termination hereunder.

**CITY** may, in its sole discretion and on sixty (60) days prior written notice to **COUNCIL**, terminate this Agreement without cause before the termination date hereof. Termination of this Agreement by the **CITY** pursuant to this provision shall not be construed as a breach of this Agreement and **CITY** shall not be liable for any economic, consequential, special or punitive damages resulting from such a termination. Notwithstanding the foregoing, **COUNCIL** shall be entitled to receive compensation for services performed up to the date of termination.

21. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. Any action commenced pursuant to this Agreement shall be commenced in the State or Federal Court of proper jurisdiction with venue in Oneida County.
22. Should suit be brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs, including expert witness fees and fees on any appeal.
23. All representations, covenants and warranties shall survive the execution of this Agreement and sections 16, 18, 21 and 22 shall survive termination of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed by their duly authorized officers and their corporate seals to be attached hereto the day and year first above written.

**THE CITY OF ROME, NEW YORK**

BY: \_\_\_\_\_  
JACQUELINE M. IZZO, MAYOR

\_\_\_\_\_  
Approved As To Form  
City of Rome, New York

**THE SENIOR CITIZENS COUNCIL OF ROME, NY, INC.**

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

DRAFT

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared **Jacqueline M. Izzo**, and did depose and say that she is the **Mayor** 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     )  
COUNTY OF ONEIDA    ) ss.:

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, and did depose and say that he/she is the \_\_\_\_\_ of **Senior Citizens Council of Rome, NY, Inc.**, 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

**PURSUANT TO SECTION 171 OF THE ROME CITY CHARTER,  
I HEREBY CERTIFY THAT THE CITY OFFICER WHO  
ENACTED THE SUBJECT CONTRACT ON BEHALF OF  
THE CITY OF ROME HAD AUTHORITY AND POWER  
TO SO ACT AND THAT SUCH CONTRACT IS IN  
PROPER FORM AND PROPERLY EXECUTED.**

**THE CITY OF ROME, NEW YORK**

**BY: \_\_\_\_\_  
GERARD F. FEENEY  
CORPORATION COUNSEL**

**DRAFT**

**RESOLUTION NO. 24**

**AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT  
PROVIDING FUNDS FOR THE SOUTH ROME SENIOR CITIZENS CENTER  
(\$10,880.00).**

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

WHEREAS, the South Rome Senior Citizens Center of Rome, New York, Inc., has requested that the Board of Estimate and Contract provide funding in consideration of the assistance of local recreational programs for senior citizens by the above named group; and

WHEREAS, the Board of Estimate and Contract feels that such a program will serve a useful and helpful purpose and will be in the best interests of the City of Rome; and

WHEREAS, the City of Rome by this Resolution does express its intention to cooperate with the program and has appropriated the sum of \$10,880.00 for 2020 which sum shall be made available in quarterly installments; now, therefore,

BE IT RESOLVED, that the Mayor be and is hereby authorized to apply for a partial reimbursement of funds so expended on such program from the proper state agency as provided by state law; and

BE IT FURTHER RESOLVED, that the Mayor be and is hereby authorized to enter into an agreement to provide a sum of \$10,880.00 for the assistance of local programs for senior citizens as directed by the 2020 budget, and that the Treasurer be authorized to disburse such funds in quarterly installments of \$2,720.00, upon the presentation of a properly executed vendor's claim; and

BE IT FURTHER RESOLVED, that commencing April 1, 2020, the South Rome Senior Citizens Center shall submit quarterly financial reports to the Board of Estimate and Contract of the City of Rome.

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

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

ADOPTED \_\_\_\_\_ DEFEATED \_\_\_\_\_

## AGREEMENT

**THIS AGREEMENT**, made the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between **THE CITY OF ROME**, a municipal corporation of the State of New York, with its principal place of business at Rome City Hall, 198 North Washington Street, Rome, New York, hereinafter referred to as "**CITY**", and **SOUTH ROME SENIOR CITIZENS CENTER, INC.**, a corporation operating under the laws of the State of New York, having its principal place of business at 112 Ridge Street, Rome, New York, hereinafter referred to as the "**CENTER**".

### WITNESSETH:

WHEREAS, **CITY**, pursuant to Section 543, Article 19-J of the Executive Law of New York is hereby authorized to establish, operate and maintain a Municipal Recreation Program for the elderly in the City (the "Municipal Program"), and

WHEREAS, Sub-section 1 of Section 543 of said Article 19-J of the Executive Law of New York provides that a municipality is authorized to contract with private, non-profit, voluntary agencies to provide such needed "recreation" services for adults fifty years of age and over, and

WHEREAS, **CENTER** is a recognized private, non-profit incorporated agency which is capable of assisting **CITY** in the discharge of its responsibilities under said Municipal Program, and

WHEREAS, the Common Council, the governing body of **CITY**, has authorized the establishment, operation and maintenance of a Municipal Program which will include:

1. Social, Educational and Recreational activities;
2. Special interest and handicraft groups;
3. Educational field trips;
4. Instruction in skills; and
5. Other appropriate activities;

and,

WHEREAS, **CENTER** is capable of conducting the Municipal Program, following the objectives and purposes as set forth in Section 543 of the Executive Law, and is an operating concern,

NOW, THEREFORE, IT IS AGREED, that **CENTER** shall be designated to operate and maintain said recreation project for **CITY**, and

IT IS FURTHER AGREED, that **CENTER** shall provide and operate a program of activities with appropriately trained leadership to include those activities specified above. The program will be operated by **CITY** through **CENTER**, which will furnish facilities for each program, and

IT IS FURTHER AGREED, that **CENTER** will be open to all persons in the Rome area 50 years of age or over, without regard to race, religion or national origin, and

IT IS FURTHER AGREED, that **CITY** will pay to **CENTER** the sum of Ten Thousand Eight Hundred Eighty and 00/100 Dollars (\$10,880.00), in consideration for services rendered. The appropriation of Ten Thousand Eight Hundred Eighty and 00/100 Dollars (\$10,880.00) shall be paid in quarterly payments of Two Thousand Seven Hundred Twenty and 00/100 Dollars (\$2,720.00) per quarter upon the presentation to **CITY** by **CENTER** of a properly executed vendor's claim, and

IT IS FURTHER MUTUALLY AGREED AS FOLLOWS:

1. **CENTER** will comply with Sections 541-546 of Article 19-J of the Executive Law of New York, and any amendments, rules and regulations pursuant thereto.
2. **CENTER** will comply with Article 15 of the Executive Law of New York ("Law Against Discrimination") and the Governor's 1960 Code of Fair Practice, and any amendments and rules and regulations pursuant thereto.
3. **CENTER** will comply with the Finance Law of New York State and any amendments and rules and regulations pursuant thereto.
4. **CENTER** agrees to establish a Senior Citizens Service Center Program and operate such programs and services as outlined in the application form OFA/RPE.
5. **CENTER** agrees to establish and maintain separate accounting and auditing procedures in accord with appropriate State and City rules and regulations to reflect receipts and disbursements of State and City funds provided through this Agreement.
6. **CENTER** understands and agrees that the amount of this Agreement may be amended within the maximum limits thereof only by mutual agreement in writing between **CENTER** and **CITY**.
7. **CENTER** agrees to return the full amount of overpayment which may be made under the provisions of this Agreement within a reasonable time after written notification from **CITY** but in no event later than ten (10) business days.
8. **CENTER** agrees that all encumbrances under this Agreement shall be liquidated within 45 days after the end of the fiscal year in which the encumbrance was incurred unless otherwise authorized, in writing, by **CITY** or the Director of the New York State Office for the Aging or both.

9. **CENTER** agrees to submit to **CITY**, quarterly financial reports covering the use of all State and City funds received on account of this Agreement during the program year. Said reports shall be due no later than the 1<sup>st</sup> day of April, July, October and January (for the 4<sup>th</sup> quarter of the preceding year). A copy of these quarterly reports should also be sent to the Rome Common Council.
10. **CENTER** agrees to submit to **CITY** an annual progress report within sixty (60) days after the end of each program year covering the achievement of the program goals and objectives and all personnel, administrative and other transactions which will serve to describe how the program operated and succeeded in providing the services described in this Agreement during the program year.
11. The term of this Agreement shall be from January 1, 2020 to December 31, 2020. **CENTER** and **CITY** reserve the right to cancel this Agreement upon thirty (30) days' notice in writing, to the other party.
12. **CENTER** agrees that in the event of the cancellation of this Agreement by either party, it will make a full and final accounting of all State and City funds received under this Agreement within thirty (30) days after the notification of cancellation has been issued and that **CITY** will reserve the right to make final disposition of all equipment purchased on account of this Agreement.
13. **CENTER** shall not assign, transfer, convey, sublet, subcontract or otherwise dispose of this contract or the right, title or interest therein or the power to execute such contract to any other person, company or corporation without the previous consent, in writing, of **CITY**.
14. **CENTER** and **CITY** recognize that in the performance of this contract, the greatest benefits will be derived by promoting the interest of both parties, and each of the parties does, therefore, enter into this Agreement with the intention of loyally cooperating with the other in carrying out the terms of this contract and each party agrees to interpret its provisions insofar as it may legally do, in such manner as will thus promote the interest of both and render the highest service to the public, and in accordance with the provisions of the Application hereto attached and made a part hereof.
15. The parties hereto further agree as follows:
  - (a) It is understood by and between the parties hereto that this Agreement shall be deemed executory to the extent of the moneys available to

**CITY** and no liability on account thereof shall be incurred by **CITY** beyond moneys available for the purposes hereof.

- (b) Purchases by **CITY** are not subject to State and City sales or excise taxes. There is no exemption, however, for social security, unemployment insurance and like taxes.
- (c) All equipment, the cost of which is reimbursed from funds received under this Agreement, shall be used as far as practicable by **CENTER** for the purpose of carrying out the extent of this Agreement, and shall not be available for general use of **CENTER**. A complete inventory of all such equipment shall be maintained by **CENTER**. All such equipment shall be identified in a suitable manner. Within 30 days after completion of the services to be performed under this Agreement, **CENTER** shall submit a final inventory of all such equipment on hand. Disposition of the inventoried property shall be made in accordance with applicable provisions of law.
- (d) **CENTER** hereby agrees to the provisions of Section 139-a and 139-b of the New York State Finance Law which requires that upon the refusal of a person, when called before a grand jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, or a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relative question concerning transaction or contract.
  - (1) Such person, and any firm, partnership, or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids or receiving awards from or entering into any contracts with New York State or any public department, agency, or official thereof, for goods, work or services, for a period of five (5) years after such refusal, and
  - (2) Any and all contracts made with the State of New York or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnerships, or corporation of which he is a member, partner, director or officer may be cancelled or terminated by New York State without incurring any penalty or damages on account of such cancellation or such termination, but any monies owing by the State of New York for goods delivered or work done prior to the cancellation or termination shall be paid.

16. **CENTER** agrees that it will at its own expense, at all times during term of this Agreement, procure and maintain in force a policy of insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will

insure against claims under the Workers' Compensation Act. **CENTER** agrees to provide **CITY** with Forms C105.2 and DB120.1 showing that **CENTER** has obtained the required Workers' Compensation and Disability Benefits coverage, or to submit proof (NYS Workers' Compensation Board Form #CE-200) that **CENTER** is not required by law to provide such coverage.

**CENTER** agrees that it will at its own expense, at all times during the term of this Agreement, procure and maintain in force a policy of general liability insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against any general liability arising from the services to be provided hereunder. The liability coverage of such insurance shall not be less than One Million and 00/100 Dollars (\$1,000,000.00), per occurrence, for Bodily injury and Death/Property damage and a minimum general aggregate coverage of Two Million and 00/100 Dollars (\$2,000,000.00).

**CENTER** agrees to have **CITY** named as an additional insured to said policy, and to provide **CITY** with a certificate from said insurance company or companies showing **CITY** as an additional insured prior to the execution of this Agreement.

17. The relationship of **CENTER** to **CITY** shall be that of independent contractor. **CENTER**, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself in accordance with such status, that it will neither hold itself out as nor claim to be an officer or an employee of **CITY** by reason thereof and that it will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of **CITY** including but not limited to Workers' Compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credits.
18. To the fullest extent permitted by law, **CENTER** shall indemnify, defend and hold harmless **CITY**, its officers, agents and employees from any claims, demands, causes of action, judgments or other liability, arising out of injury or death to persons or damage to property of whatever kind or nature that arise in connection with **CENTER** providing the services and obligations set forth in this Agreement.
19. **CENTER** agrees to comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa). **CENTER** shall be liable for the costs, fees and/or penalties associated with any breach of these provisions if caused by the negligent or willful acts or omissions of **CENTER** or its agents, officers, employees, or subcontractors.

20. **CITY** and **CENTER** may, on ten (10) days written notice to the other party, terminate this Agreement before the expiration date hereof, and without prejudice to any other remedy available to said party, when the other party defaults in the performance of any provision herein, or fails to perform any material condition of this Agreement. Either party may correct the breach/default within said time period, and, upon correction of the breach/default, this Agreement will remain in effect until the termination hereunder.

**CITY** may, in its sole discretion and on sixty (60) days prior written notice to **CENTER**, terminate this Agreement without cause before the termination date hereof. Termination of this Agreement by the **CITY** pursuant to this provision shall not be construed as a breach of this Agreement and **CITY** shall not be liable for any economic, consequential, special or punitive damages resulting from such a termination. Notwithstanding the foregoing, **CENTER** shall be entitled to receive compensation for services performed up to the date of termination.

21. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. Any action commenced pursuant to this Agreement shall be commenced in the State or Federal Court of proper jurisdiction with venue in Oneida County.
22. Should suit be brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs, including expert witness fees and fees on any appeal.
23. All representations, covenants and warranties shall survive the execution of this Agreement and sections 16, 18, 21 and 22 shall survive termination of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed by their duly authorized officers and their corporate seals to be attached hereto the day and year first above written.

This Agreement is executed pursuant to Common Council Resolution No. \_\_, adopted January \_\_, 2020, and pursuant to Resolution No. \_\_, adopted by the Board of Estimate and Contract on January \_\_, 2020.

**THE CITY OF ROME, NEW YORK**

BY: \_\_\_\_\_  
JACQUELINE M. IZZO, MAYOR

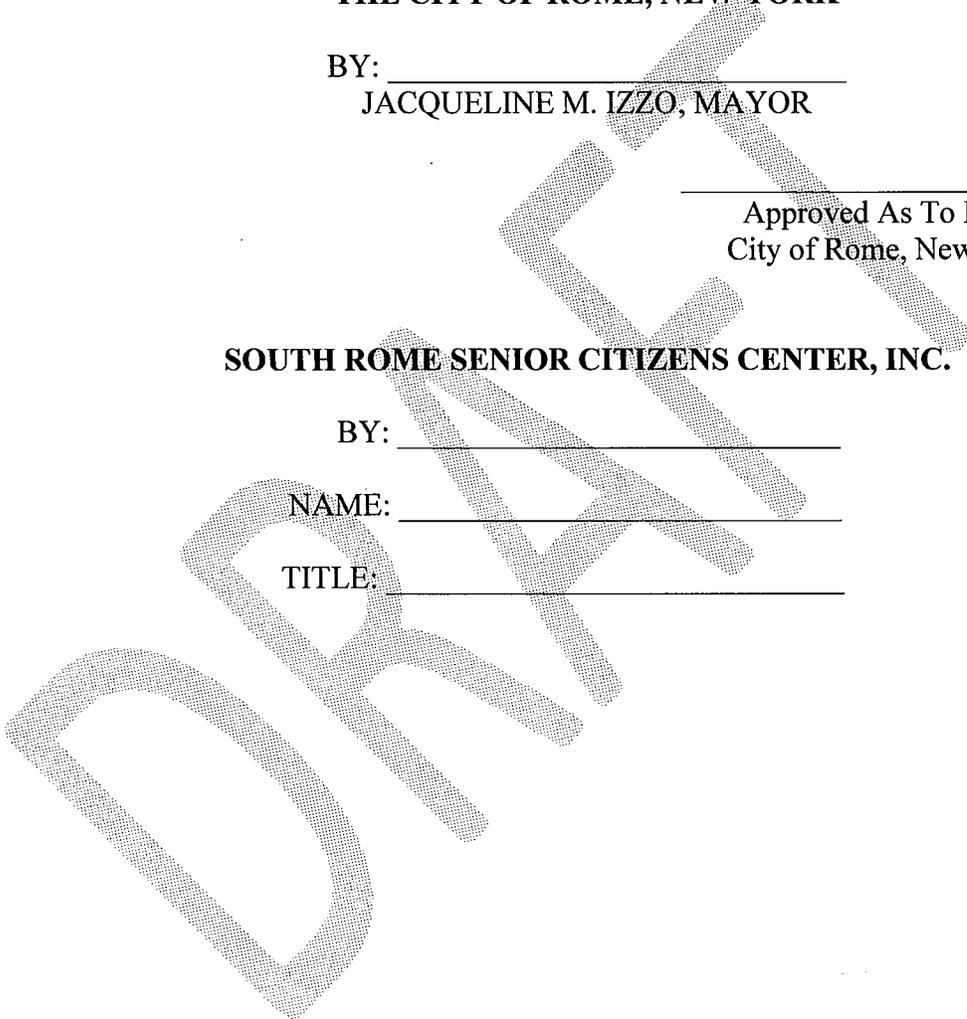
\_\_\_\_\_  
Approved As To Form  
City of Rome, New York

**SOUTH ROME SENIOR CITIZENS CENTER, INC.**

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_



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

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared **Jacqueline M. Izzo**, and did depose and say that she is the **Mayor** 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     )  
COUNTY OF ONEIDA    ) ss.:

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, and did depose and say that he/she is the \_\_\_\_\_ of **South Rome Senior Citizens Center, Inc.**, 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

**PURSUANT TO SECTION 171 OF THE ROME CITY CHARTER,  
I HEREBY CERTIFY THAT THE CITY OFFICER WHO  
ENACTED THE SUBJECT CONTRACT ON BEHALF OF  
THE CITY OF ROME HAD AUTHORITY AND POWER  
TO SO ACT AND THAT SUCH CONTRACT IS IN  
PROPER FORM AND PROPERLY EXECUTED.**

**THE CITY OF ROME, NEW YORK**

**BY: \_\_\_\_\_  
GERARD F. FEENEY  
CORPORATION COUNSEL**

**DRAFT**

**RESOLUTION NO. 25**

**AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT  
WITH THE ROME CEMETERY ASSOCIATION FOR CARE OF  
THE CITY OF ROME PLOT DURING 2020 (\$2,000.00).**

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

BE IT RESOLVED, that the Mayor of the City of Rome is hereby authorized to enter into an agreement with the Rome Cemetery Association for the care of the City of Rome plot during the year 2020 for the annual consideration of \$2,000.00.

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

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

ADOPTED \_\_\_\_\_ DEFEATED \_\_\_\_\_

## AGREEMENT

**THIS AGREEMENT**, made this \_\_\_\_ day of \_\_\_\_\_, 2020, effective the 1st day of January 2019, between **THE CITY OF ROME, NEW YORK**, hereinafter referred to as "**CITY**", and the **ROME CEMETERY ASSOCIATION, INC.**, hereinafter referred to as "**ASSOCIATION**".

### WITNESSETH:

1. In consideration of the sum of Two Thousand and 00/100 Dollars (\$2,000.00) to be paid by **CITY** to **ASSOCIATION**, upon presentation of a properly executed vendor's claim, **ASSOCIATION** will care for the City of Rome cemetery plot located at the Rome Cemetery for the term of this Agreement.
2. This Agreement shall commence on January 1, 2020 and shall terminate on December 31, 2020.
3. Officers, agents, directors, employees or members of **ASSOCIATION**, in accordance with the status of **ASSOCIATION** as an independent contractor, covenant and agree that they shall conduct themselves consistent with such status; that they shall neither hold themselves out as, nor claim to be, officers or employees of **CITY**, nor shall they make any claim, demand or application to or for, any right or privilege applicable to any officer or employee of the City of Rome, including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, Social Security coverage or retirement membership or credit.
4. By the 15th of the month following the end of each semi-annual period, **ASSOCIATION** shall present to **CITY** a report of all its expenditures and disposition of the money during the period so ended, and shall present a report due on January 31, 2020 detailing the expenditures of funds provided by this Agreement.
5. This Agreement shall not be assigned by **ASSOCIATION** without the written consent in writing of **CITY**.
6. To the fullest extent permitted by law, **ASSOCIATION** shall indemnify, defend and hold harmless **CITY** and its officers, agents and employees from any claims, demands, causes of action and judgments arising out of any injury(ies) to person(s) or property of whatever kind or nature resulting from **ASSOCIATION** furnishing the services provided for in this Agreement.

**ASSOCIATION** agrees that **CITY** is to be exempt from any and all liability for any damage, injury or death to person(s) or property of **ASSOCIATION**, including **ASSOCIATION'S** agents, servants, subcontractors, employees and business invitees, unless said damage, injury or death to person(s) or property is caused by the gross negligence of **CITY**.

**7. ASSOCIATION** agrees to comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa). **ASSOCIATION** shall be liable for the costs, fees and/or penalties associated with any breach of these provisions if caused by the negligent or willful acts or omissions of **ASSOCIATION** or its agents, officers, employees or subcontractors.

**8.** This Agreement shall be construed and enforced in accordance with the laws of the State of New York. Any action commenced pursuant to this Agreement shall be commenced in the State or Federal Court of proper jurisdiction with venue in Oneida County.

**9.** Should suit be brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs, including expert witness fees and fees on any appeal.

**10.** All representations, covenants and warranties shall survive the execution of this Agreement and sections 6, 8 and 9 shall survive termination of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

WITNESS the execution of this Agreement the \_\_\_ day of \_\_\_\_\_, 2020,  
pursuant to Resolution No. \_\_, adopted by the Rome Common Council on January \_\_, 2020 and  
by Resolution No. \_\_, adopted by the Board of Estimate and Contract on January \_\_, 2020, by  
the authorized agents of the respective parties.

**THE CITY OF ROME, NEW YORK**

BY: \_\_\_\_\_  
JACQUELINE M. IZZO, MAYOR

\_\_\_\_\_  
Approved as to Form  
City of Rome, New York

**ROME CEMETERY ASSOCIATION, INC.**

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared **Jacqueline M. Izzo**, and did depose and say that she is the **Mayor** 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     )  
COUNTY OF ONEIDA     ) ss.:

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, and did depose and say that he/she is the \_\_\_\_\_ of **Rome Cemetery Association, Inc.**, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

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

**PURSUANT TO SECTION 171 OF THE ROME CITY CHARTER,  
I HEREBY CERTIFY THAT THE CITY OFFICER WHO  
ENACTED THE SUBJECT CONTRACT ON BEHALF OF  
THE CITY OF ROME HAD AUTHORITY AND POWER  
TO SO ACT AND THAT SUCH CONTRACT IS IN  
PROPER FORM AND PROPERLY EXECUTED.**

**THE CITY OF ROME, NEW YORK**

**BY: \_\_\_\_\_  
GERARD F. FEENEY  
CORPORATION COUNSEL**

**DRAFT**

**RESOLUTION NO. 26**

**AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT  
PROVIDING FUNDS FOR THE MOHAWK VALLEY COMMUNITY  
ACTION AGENCY, INC. RUNAWAY & HOMELESS YOUTH PROGRAM  
(\$1,600.00).**

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

WHEREAS, the Mohawk Valley Community Action Agency, Inc., "Runaway & Homeless Youth Program" has requested that the Board of Estimate and Contract provide an appropriation of funds for the benefit of providing emergency short-term residential and non-residential care to youth of the City of Rome; and

WHEREAS, the purpose of said program is to provide twenty-four hour services to youth of the community, with the goal of assisting families to rectify difficulties they are experiencing so that youth and family can stay together; and

WHEREAS, the Board of Estimate and Contract believes that such a program will serve a useful and helpful purpose in the community; and

WHEREAS, the City of Rome by this resolution does express its intention to cooperate with this program and has appropriated the sum of \$1,600.00 for the year 2020; now, therefore,

BE IT RESOLVED, that the Mayor of the City of Rome be and is hereby authorized to enter into an agreement with the Mohawk Valley Community Action Agency, Inc., Runaway & Homeless Youth Program for the benefit of providing emergency short-term residential and non-residential care to youth in the City of Rome in the sum of \$1,600.00 as directed by the 2020 budget.

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

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

ADOPTED \_\_\_\_\_ DEFEATED \_\_\_\_\_

## AGREEMENT

**THIS AGREEMENT**, made the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between **THE CITY OF ROME, NEW YORK**, a municipal corporation organized and existing under the laws of the State of New York, with its offices and principal place of business at Rome City Hall, 198 North Washington Street, Rome, New York 13440, hereinafter referred to as "**CITY**", and the **MOHAWK VALLEY COMMUNITY ACTION AGENCY, INC.**, "**RUNAWAY AND HOMELESS YOUTH PROGRAM**", a non-profit corporation organized under the laws of the State of New York, with its office and principal place of business at 9882 River Road, Utica, New York 13502, hereinafter referred to as "**RUNAWAY YOUTH PROGRAM**".

### WITNESSETH:

1. In consideration of a one-time payment of One Thousand Six Hundred and 00/100 Dollars (\$1,600.00), the **RUNAWAY YOUTH PROGRAM** shall furnish to the citizens of Rome a program to assist the needs of individual runaway youth and their families and the associated counseling, educational and follow-up programs associated therewith.
2. Said payment shall be made by the City Treasurer upon the **RUNAWAY YOUTH PROGRAM'S** presentation of a properly executed vendor's claim. The **RUNAWAY YOUTH PROGRAM** agrees to promptly submit an unaudited financial statement, on a quarterly basis, to the Rome City Treasurer which sets forth, at a minimum, all receipts, expenditures, programs undertaken and any unexpended balances of the Runaway and Homeless Youth Program and the funds provided by the **CITY** pursuant to this Agreement; with the Common Council to receive a copy thereof. Upon reasonable written notice from the **CITY**, the **RUNAWAY YOUTH PROGRAM** shall make its books, records and any other documents related to the services under this Agreement available to the **CITY**.
3. This Agreement shall commence on the 1<sup>st</sup> day of January, 2020, and shall terminate on the 31<sup>st</sup> day of December, 2020, unless otherwise extended by the parties hereof in writing.
4. Officers, agents, directors and employees of the **RUNAWAY YOUTH PROGRAM**, in accordance with the status of the **RUNAWAY YOUTH PROGRAM** as an independent contractor, covenant and agree that they shall conduct themselves consistent with such status; that they shall neither hold themselves out as, nor claim to be, officers or employees of **CITY**, nor shall they make any claim, demand or application to, or for, any right or privilege applicable to any officer or employee of **CITY**, including but not limited to, Workers' Compensation coverage,

unemployment insurance benefits, Social Security coverage or retirement membership or credit.

5. This Agreement shall not be assigned by the **RUNAWAY YOUTH PROGRAM** without the written consent in writing of **CITY**.
6. To the fullest extent permitted by applicable law, the **RUNAWAY YOUTH PROGRAM** shall indemnify, defend and hold harmless **CITY** and its officers, agents and employees from any claim, demand, cause of action and judgment arising out of injury to person(s) or property of whatever kind or nature as a result of the Runaway Youth Program furnishing the services provided for in this Agreement.

**RUNAWAY YOUTH PROGRAM** agrees that **CITY** is to be exempt from any and all liability for any damage, personal injury or death to the person or property of **RUNAWAY YOUTH PROGRAM**, including **RUNAWAY YOUTH PROGRAM'S** agents, servants, employees and business invitees, unless said damage, personal injury or death to person(s) or property is caused by the gross negligence of **CITY**.

7. The **RUNAWAY YOUTH PROGRAM** agrees to comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa). The **RUNAWAY YOUTH PROGRAM** shall be liable for the costs, fees and/or penalties associated with any breach of these provisions if caused by the negligent or willful acts or omissions of the **RUNAWAY YOUTH PROGRAM** or its agents, officers, employees or subcontractors.

8. **RUNAWAY YOUTH PROGRAM** agrees that it will at its own expense, at all times during the term of this Agreement, procure and maintain in force a policy of insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against claims under the Workers' Compensation Act. **RUNAWAY YOUTH PROGRAM** agrees to provide **CITY** with Forms C105.2 and DB120.1 showing that **RUNAWAY YOUTH PROGRAM** has obtained the required Workers' Compensation and Disability Benefits coverage, or to submit proof (NYS Workers' Compensation Board Form #CE-200) that **RUNAWAY YOUTH PROGRAM** is not required by law to provide such coverage.

The **RUNAWAY YOUTH PROGRAM** agrees that it will at its own expense, at all times during the term of this Agreement, procure and maintain in force a policy of general liability insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against any general liability arising from the services to be provided hereunder. The

liability coverage of such insurance shall not be less than One Million and 00/100 Dollars (\$1,000,000.00), per occurrence, for Bodily injury and Death/Property damage and a minimum general aggregate coverage of Two Million and 00/100 Dollars (\$2,000,000.00). The **RUNAWAY YOUTH PROGRAM** agrees to have **CITY** named as an additional insured to said policy, and to provide **CITY** with a certificate from said insurance company or companies showing **CITY** as an additional insured prior to the execution of this agreement, and to provide that such coverage shall not be terminated without prior written notice to **CITY** at least thirty (30) days prior to said termination.

9. **CITY** and the **RUNAWAY YOUTH PROGRAM** may, on ten (10) days written notice to the other party, terminate this Agreement before the termination date hereof, and without prejudice to any other remedy, when the other party defaults in the performance of any provision herein or fails to perform any material condition of this Agreement. Either party may correct the default/breach within said time period, and, upon correction of the default/breach, this Agreement will remain in effect until the termination date hereof.

**CITY** may, on thirty (30) days written notice to the **RUNAWAY YOUTH PROGRAM**, terminate this Agreement without cause before the termination date hereof, and without prejudice to any other remedy. Termination of this Agreement shall not preclude either party from pursuing other remedies available to it under any and all applicable law(s).

10. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. Any action or proceeding commenced hereunder shall be commenced in the State or Federal court of appropriate jurisdiction with venue in Oneida County.
11. Should suit be brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs, including expert witness fees and fees on any appeal.
12. All representations, covenants and warranties shall survive the execution of this Agreement and sections 6, 8, 10 and 11 shall survive termination of this Agreement.
13. Each party acknowledges that in connection with this Agreement it may receive certain confidential or proprietary technical and business information and materials of the other party, including without limitation Preliminary Works ("Confidential Information"). Each party, its agents and employees shall hold and maintain in strict confidence all Confidential Information, shall not disclose Confidential Information to any third party, and shall not use any Confidential Information except as may be necessary

to perform its obligations under the proposal except as may be required by a court or governmental authority. Notwithstanding the foregoing, Confidential Information shall not include any information that is in the public domain or becomes publicly known through no fault of the receiving party, or is otherwise properly received from a third party without an obligation of confidentiality.

The parties acknowledge that **CITY** is subject to the New York State Freedom of Information Act and, as such, disclosure of deliverables pursuant to said Act shall not constitute a violation of this Agreement.

14. **RUNAWAY YOUTH PROGRAM** shall not assign any portion of the work to a subcontractor without prior written approval of **CITY**.
15. Any waiver by any of the parties of any of the provisions of this Agreement shall not imply preceding or subsequent waiver of that or any other provisions.
16. If any provision of this Agreement or any part thereof is or becomes void or unenforceable by force or operation of law, the other provisions shall remain valid and enforceable.
17. Oral statements and understandings are not valid or binding, and neither this Agreement nor any order shall be changed or modified except by a writing signed by all parties.
18. In performing under this Agreement, all applicable governmental laws, regulation, orders and other rules of duly constituted authority shall be followed and complied with in all respects by all parties.

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IN WITNESS WHEREOF, the parties hereto have hereunto caused this Instrument to be executed by their duly authorized officers and their seals affixed the day and year first above written.

This Agreement is executed pursuant to Common Council Resolution No. \_\_, adopted January \_\_, 2020, and pursuant to Resolution No. \_\_, adopted by the Board of Estimate and Contract on January \_\_, 2020.

**THE CITY OF ROME, NEW YORK**

BY: \_\_\_\_\_  
JACQUELINE M. IZZO, MAYOR

\_\_\_\_\_  
Approved As To Form  
City of Rome, New York

**MOHAWK VALLEY COMMUNITY ACTION AGENCY, INC.**

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2020 before me, the undersigned, a Notary Public in and for said State, personally appeared **Jacqueline M. Izzo**, and did depose and say that she is the **Mayor** 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     )  
COUNTY OF \_\_\_\_\_) ss.:

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2020 before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, and did depose and say that he/she is the Executive Director, Mohawk Valley Community Action, Runaway & Homeless Youth Program, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

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

**PURSUANT TO SECTION 171 OF THE ROME CITY CHARTER,  
I HEREBY CERTIFY THAT THE CITY OFFICER WHO  
ENACTED THE SUBJECT CONTRACT ON BEHALF OF  
THE CITY OF ROME HAD AUTHORITY AND POWER  
TO SO ACT AND THAT SUCH CONTRACT IS IN  
PROPER FORM AND PROPERLY EXECUTED.**

**THE CITY OF ROME, NEW YORK**

**BY:** \_\_\_\_\_

**GERARD F. FEENEY  
CORPORATION COUNSEL**

**RESOLUTION NO. 27**

**AUTHORIZING THE CITY OF ROME TO EXECUTE AN INTERMUNICIPAL  
AGREEMENT WITH THE TOWN OF VERONA, NEW YORK  
REGARDING THE SUPPLY OF WATER.**

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

WHEREAS, Article 5-G of the New York State General Municipal Law authorizes municipal corporations to enter into cooperative agreements for the performance or exercise, on a cooperative or contract basis, among themselves or one for the other, of those services, functions, powers or activities which they can provide, perform or exercise individually; and

WHEREAS, §118 of the New York State General Municipal Law permits the City of Rome to provide for the supply of water in excess of its own needs, for the purpose of sale to a public corporation; and

WHEREAS, §123 of the Rome City Charter Laws (“Rome Charter”), Title A, authorizes the Commissioner of Public Works, with the approval of the Board of Estimate & Contract, to sell or supply water from the City’s water system to any corporation or individual, provided that the City’s water supply is sufficient to meet its needs and that of the corporation or individual; and

WHEREAS, the Town of Verona, New York (“Town”) is a “municipal corporation”, as said term is defined under New York State General Construction Law §66(2) and, therefore, is a “public corporation” under New York State General Municipal Law §118 and a “corporation” under Rome Charter §123; and

WHEREAS, Town has widespread deficiencies in water quality and quantity and is desirous of connecting to a water supply that will meet its current and future water demands; and

WHEREAS, City has made numerous improvement to its water system and desires to continue to expand and improve said system to service the residents within City boundaries; and

WHEREAS, City produces water beyond its own needs and has the ability to sell surplus water; and

WHEREAS, on or about March 5, 2018, City executed a Memorandum of Understanding with Town that established the intention of the parties to undertake a “joint” project that would allow City to sell, and Town to buy, water from City’s system, as well as to extend City water to City residents not currently on City’s system; and

WHEREAS, City and Town have worked diligently to further develop the project and the terms of an inter-municipal Agreement for the sale of water from City to Town, said agreement being attached hereto and made part hereof;

WHEREAS, the intial water rate to be charged by the City to the Town is \$6.10/1,000 gallons ("Town Water Rate"); and

WHEREAS, it is the opinion of Butch Conover, Commissioner of Public Works, that the City of Rome's water supply has sufficient capacity to continue to meet the needs of the City and to also supply the Town with water as outlined in the attached Agreement and, therefore, the Agreement should be executed; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that the Mayor of the City of Rome be and is hereby authorized to enter an inter-municipal Agreement for the sale of water between the City of Rome, New York and the Town of Verona, New York, for a period of five years from the date of execution, which said agreement may be extended by five (5) extensions each for a period of five (5) years, as outlined in the attached Agreement which is made a part hereof, and to execute any and all other documents necessary to effectuate the intent of this Ordinance; and

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

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

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

ADOPTED \_\_\_\_\_ DEFEATED \_\_\_\_\_

## AGREEMENT

THIS AGREEMENT, made this \_\_\_ day of \_\_\_\_\_, 2019, by and between the **TOWN OF VERONA**, a municipal corporation organized and existing under the laws of the State of New York, with its office and principal place of business at Town Municipal Building, 6600 Germany Road, Durhamville, New York 13054, hereinafter referred to as "TOWN", and **THE CITY OF ROME, NEW YORK**, a municipal corporation organized and existing under the laws of the State of New York, with its office and principal place of business at Rome City Hall, 198 North Washington Street, Rome, New York, hereinafter referred to as "CITY".

### WITNESSETH

WHEREAS, by Memorandum of Understanding (MOU), authorized by CITY Common Council Resolution #37, dated February 28, 2018, executed March 5, 2018 by the CITY, and attached hereto as Exhibit A, the CITY and TOWN documented the understanding of each municipality of the proposed Verona Water District Extension No. 3, hereinafter referred to as "PROJECT", including proposed infrastructure improvements, anticipated roles/responsibilities, estimated capital costs and cost sharing for the PROJECT;-and

WHEREAS, the PROJECT seeks to address current, widespread deficiencies in water quality and quantity in private wells in and around the TOWN'S New London area, the Brandywine Mobile Home Park, the Verona Mobile Home Park, and adjacent areas currently served by private wells, as well as provide the TOWN with a high quality, long-term sustainable water supply to meet current (Average Daily Demand (ADD) 0.55mgd; Maximum Day Demand (MDD) 1.10 mgd) and future water demands of the TOWN, estimated to be 900,000 gallons per day (gpd)(ADD) and 2,000,000 gpd (MDD), respectively, for the 20-year planning period; and

WHEREAS, the TOWN commissioned its Engineer, Barton & Loguidice, D.P.C. (B&L) to prepare a Preliminary Engineering Report and Map, Plan and Report (PER/MPR), dated April 2018, to identify the boundaries of the proposed Verona Water District Extension No. 3 (the "DISTRICT"), proposed infrastructure improvements required to serve the DISTRICT and existing TOWN water districts, estimated capital, operation and maintenance costs, the maximum amount to be expended by the DISTRICT, and a preliminary plan of finance for achieving an affordable PROJECT for DISTRICT customers; and

WHEREAS, the CITY has made numerous improvements to its water system and wishes to continue to expand and improve water service to residents within CITY boundaries; and

WHEREAS, the maximum amount to be expended for the proposed improvements outlined in the PER/MPR is \$25,928,000, including a new 16-inch diameter transmission main to be constructed within the CITY's corporate boundary that will benefit and serve a portion of Rome-New London Road (NYS Route 46) within the CITY boundary,

necessitating a cost-share agreement between the CITY and TOWN for an approximate amount of \$1,500,000 as part of the CITY's planned Re-Phase 3 Water System Improvements project; and

WHEREAS the TOWN has formed the Verona Water District Extension No. 3 in accordance with Article 12-A of New York State Town Law; submitted the required district formation information to the Office of the NYS Comptroller, including completion of the State Environmental Quality Review Act (SEQRA) procedures and adoption of a \$17,237,000 bond resolution for the existing Verona Water District and Durhamville Water District share, in addition to a \$8,691,000 bond resolution for the Verona Water District Extension No. 3 share; listing of the PROJECT in the NYS Department of Health (DOH) and Environmental Facilities Corporation's (EFC) Final Intended Use Plan Drinking Water State Revolving Fund (DWSRF) program, October 1, 2018 – September 30, 2019, Project #18596 with 135 points, placing the PROJECT above the Hardship Evaluation Eligibility Line; and received a \$3,000,000 Water Infrastructure Improvement Act (WIIA) grant; and

WHEREAS, the CITY's water system has capacity beyond its own needs ("Surplus Water"), which it may desire to sell to the TOWN; and

WHEREAS, the CITY currently provides water to certain CITY residents and water districts in the adjacent Towns of Western, Floyd, Westmoreland, and Lee, respectively, via certain transmission and distribution facilities and equipment, and/or direct connection to the CITY water treatment plant; and

WHEREAS, it is now necessary to set forth an Agreement for the supplying of potable water from the CITY's water supply system to the TOWN and to define the present and future rights and responsibilities of the parties hereto, as well as the new transmission infrastructure to be constructed in the CITY and the cost-sharing provisions outlined in the PER/MPR and associated funding applications based on the anticipated plan of finance; and

NOW THEREFORE, in consideration of the hereinafter described covenants, consideration and other good and valuable consideration hereto, the parties hereby agree as follows:

**I. DEFINITIONS**

For the purpose of this instrument, the following terms, phrases and words shall have the meaning given herein

(a) "Agreement" shall be this written agreement, and all terms, conditions and obligations contained herein, between the City of Rome, New York and the Town of Verona, New York providing for the supply and sale of City of Rome water to the Town of Verona.

(b) "CITY" shall be the City of Rome, New York.

- (c) "Rome-New London Road (NYS Route 46) Connection" shall mean that facility and related equipment to be designed, constructed and owned by the CITY, which is used to provide water to TOWN residents, as well as certain CITY residents living on Rome-New London Road (NYS Route 46). These improvements referenced as Re-Phase 3 Water System Improvements include:
- approximately 15,000 linear feet of 16-inch ductile iron transmission main;
  - approximately 19 mainline valves and 16 hydrants; and
  - approximately 50 water services extended to curb stop and box at the highway right-of-way boundary.
- (d) "gpd" shall mean "gallon per day.
- (e) "gpq" shall mean "gallons per quarter.
- (f) "Quarterly Usage Amount" shall be the maximum amount of water allowed to be used by the Town of Verona under this Agreement pursuant to Section VI (First Quarter = January 1<sup>st</sup> through March 31<sup>st</sup>; Second Quarter = April 1<sup>st</sup> through June 30<sup>th</sup>; Third Quarter = July 1<sup>st</sup> through September 30<sup>st</sup>; and Fourth Quarter = October 1<sup>st</sup> through December 31<sup>st</sup>).
- (g) "PROJECT" shall be the proposed Verona Water District Extension No. 3 and all associated infrastructure improvements as outlined in Section 5.1 - Alternative No. 1 of the TOWN's Preliminary Engineering Report and Map, Plan & Report, dated April 2018.
- (h) "TOWN" shall be the Town of Verona, New York, and may also imply the users within a water district formed by the Town of Verona in accordance NYS Town Law.
- (i) "DISTRICT" shall be the Town of Verona Water District Extension No. 3 as established and maintained by the Town of Verona, New York; and
- (j) "Service Area" shall be the Town of Verona DISTRICT, and all other existing Town of Verona water districts established in accordance with Town Law as of the date of this Agreement, as shown on Exhibit B, that shall receive a CITY water supply under the PROJECT.

## II. WATER SERVICE

The CITY agrees to supply the TOWN with filtered water, which is potable, of good quality and treated accordingly to present or future requirements of the State of New York Department of Health or any governmental body having jurisdiction or control of public water supply, in accordance with the terms and conditions of this Agreement, or any duly executed Addendum or Modification made hereto. Unless otherwise noted herein, TOWN shall be responsible for transmitting the water supplied by the CITY under this Agreement from a new master meter facility to be constructed under the PROJECT near

the CITY'S corporate boundary on Rome-New London Road (NYS Route 46), to be identified as the Rome-New London Road (NYS Route 46) Connection, to the users within the Service Area.

### **III. TERM**

This Agreement shall be effective from the date of execution by the TOWN and CITY, and shall terminate five (5) years from the date that the City water supply is first delivered to users in the Service Area. After that initial 5-year term, the Agreement will continue for a series of five (5) further 5-year terms for a total period of thirty (30) years. i.e., the initial 5-year term and five (5) subsequent terms. As to each of those five subsequent terms, either party will have the right to terminate the Agreement and prevent the next 5-year term from coming into effect by giving the other party one (1) year written notice of its intent to terminate.

### **IV. GEOGRAPHIC LIMITATIONS**

- (a) The CITY shall provide water to the TOWN, pursuant to the terms of this Agreement, to permit the TOWN to provide water to the existing properties located within the TOWN'S Service Area, as more fully set forth at Article IV(b) and (c) of this Agreement.
- (b) Subject to the provisions and limitations of this Agreement, the CITY shall provide water sufficient to service all of the existing residences, farms, commercial, institutional, industrial, and other structures erected and located in the TOWN'S Service Area, as more fully described and shown on the Service Area map in Exhibit B, from and after the date of this Agreement.
- (c) The Service Area encompassed under this Agreement contains, approximately, \_\_\_\_\_ properties, set forth more specifically in Exhibit C, which is attached hereto and made a part hereof, hereinafter referred to as "Properties Served". The Properties Served include residential, commercial, institutional and industrial properties. The TOWN will be permitted to transmit water received from the CITY'S supply to any property or properties which is/are not serviced with water as of the date of this Agreement that are located within the boundaries of a TOWN water district formed in accordance with NYS Town Law.
- (d) The TOWN shall not sell or wholesale water to any user or area outside its Service Area, nor shall it charge a wheeling fee for sale of water within or outside its Service Area.

### **V. COSTS FOR EXTENSION OF CITY OF ROME WATER SERVICE AND PRELIMINARY PLAN OF FINANCE**

- (a) The TOWN shall be responsible for all costs associated with the construction, installation, maintenance and replacement of the new and existing water mains, pump stations, tanks and appurtenances within the TOWN'S Service Area

and/or properties serviced under this Agreement, including all costs associated with installing, constructing, maintaining and replacing all necessary components of the water lines or any other connectors or appurtenances or meters necessary to service the areas covered by this Agreement including the new master meter facility. The TOWN shall be responsible for maintenance of all water lines, hydrants and any other connectors, appurtenances or meters affected by, constructed or installed as a result of this Agreement, excepting those water lines, hydrants, and any other connectors, or appurtenances affected by, constructed or installed within the CITY corporate boundary as shown on Exhibit B. TOWN shall not be responsible for any improvements (except for V(d) TOWN prorated share) undertaken by CITY which solely benefit users outside of TOWN'S Service Area.

- (b) The TOWN shall be responsible for any future installations or extensions within its Service Area in accordance with Section IV(c) of this Agreement. Any costs for the construction of additional water lines, pump stations, water towers, hydrants or any other connectors or appurtenances or meters necessary to service the expanded areas shall be borne at the sole cost and expense of the TOWN, or its successor or successors-in-interest which shall also own all of said equipment lines, meters, etc. and shall be responsible for the cost and maintenance of the same. The cost of maintenance, repair and replacement of the expanded system shall be borne entirely by and shall be the sole responsibility of the TOWN.
- (c) The TOWN shall have the right to add, at its own cost and expense, additional hydrants as the needs of the TOWN require in the future, provided that TOWN installs the hydrants in accordance with the applicable New York State regulations. The ownership of all hydrants, whether new or replacement, whether installed now or later, shall at all times remain with the TOWN. TOWN shall be responsible for all hydrant replacements and extensions, including the cost of installation thereto within its Service Area.
- (d) The CITY will be responsible for approximately 15,000 linear feet of new 16-inch transmission main, 19 mainline valves, 16 hydrants, and 50 water services extended to curb stop and box at the highway right-of-way boundary, connections and appurtenances will be designed and constructed within the CITY'S corporate boundary. This new infrastructure will mutually benefit the TOWN and CITY as part of the CITY's planned Re-Phase 3 Water System Improvement project. As such, Section 6.6.1. of the TOWN'S PER/MPR outlines the PROJECT'S preliminary plan of finance wherein the CITY will pay a portion of the actual project capital cost presented below in Table 6-1.

**Table 6-1: Proposed Capital Cost Share with City of Rome**

STA.	Landmark	Rome	Verona	Totals
0+00	Fastrac	\$ -	\$ 551,000	\$ 551,000
29+50	Erie Canal Village	\$ 1,500,000	\$ 375,000	\$1,875,000
124+50	Oswego Road	\$ -	\$ 411,000	\$ 411,000
146+50	Town Line			
Totals				\$2,837,000

The CITY'S (Rome) capital cost share is summarized in Table 6-1 of the PER/MPR, shown above, and supported by the calculations included in Exhibit D. The estimated CITY capital cost share is \$1,500,000, or approximately 53% of the estimated total project cost of \$2,837,000 for all new 16-inch main and appurtenances to be constructed by the CITY within the CITY corporate boundary. The CITY'S cost share shall be based on the following, itemized in Exhibit D:

- CITY shall pay the equivalent "base" capital project cost for approximately 9,500 linear feet of 12-inch Class 52 ductile iron main, including in-line valves, hydrants and new service laterals to CITY customers fronting this section of main, identified in Table 6-1 as Station 29+50 to 124+50.
  - Accordingly, the TOWN'S capital cost share shall be the estimated incremental cost for increasing the transmission main and valves size from 12-inch to 16-inch; and entire cost of 16-inch diameter main and appurtenances from Station 0+00 to 29+50 and 124+50 to 146+50, as identified in Table 6-1.
- (e) The City shall design, bid and construct the Rome – New London Road Connection as part of the Rome Re-Phase 3 Water System Improvement Project. Bid quantities for the Rome – New London Road Connection shall be grouped together for determining the total construction cost of the main and appurtenances (no water services) to be installed within the City Boundary. Upon receipt of bids and award of contract(s) by the City to the responsible low bidder, the City shall calculate the Town's share as follows:

TOWN Construction Cost Share: (Total Section Bid Cost) x 47%

The final CITY cost share shall be no less than \$1,500,000.

The design and construction of the Rome – New London Road Connection shall comply with EFC DWSRF and WIIA funding requirements.

The TOWN shall pay the CITY a one-time lump sum payment for the TOWN share of the Rome - New London Road Connection upon completion of the improvements by the CITY and at commencement of the TOWN PROJECT.

**VI. WATER USAGE AMOUNT**

(a) The proposed water infrastructure within the TOWN DISTRICT has been designed based on a 20-year planning period in accordance with NYS Department of Health and NYS Environmental Facilities Corporation requirements. As such, the planned infrastructure has been designed for a projected 20-year average and maximum daily demand, as well as provisions for fire protection. Full build-out of the TOWN'S Service Area is anticipated to occur over the 20-year planning period. The Memorandum in Exhibit E, prepared by Barton & Loguidice dated June 5, 2019, provides current and projected monthly, quarterly, and annual demands for the Service Area, and shall serve as the basis for establishing initial usage amounts outlined herein. It shall also serve to establish the method of evaluating Service Area water demands for the negotiation of future renewals and/or term extensions of this IMA, wherein the TOWN and CITY agree that water usage amounts stipulated in this IMA should, to the extent practical, be reflective of actual and realistic monthly, quarterly, and annual usage of connected TOWN users and new users anticipated within the five (5) year planning periods, identified in Exhibit E as:

1. Planning Period #1 (2022-2026)
2. Planning Period #2 (2027-2031)
3. Planning Period #3 (2032-2036)
4. Planning Period #4 (2037-2041)

(b) For Planning Period #1 (2022-2026), where it is anticipated that the new TOWN water system will be fully constructed and operational by January 1, 2022, the CITY shall provide the TOWN a maximum of 22,607,000 gallons per month of water ("Monthly Usage Amount") or an amount not to exceed the following gallons per quarter ("Quarterly Usage Amount"):

<b>Quarter</b>	<b>Proposed IMA Quarterly Usage Amount, Period #1 2022-2026</b>	<b>Proposed IMA Maximum Monthly Usage, Period #1 2022-2026</b>
Qtr. 1 (Jan.-Mar.)	48,840,000	22,607,000
Qtr. 2 (Apr.-Jun.)	57,720,000	22,607,000
Qtr. 3 (Jul.-Sept.)	67,821,000	22,607,000
Qtr. 4 (Oct.-Dec.)	48,840,000	22,607,000
<b>Maximum Annual Amount</b>	<b>223,221,000</b>	

Based on the above referenced Quarterly Usage Amount, the maximum annual amount of water used by the TOWN **shall not exceed 223,221,000 gallons** during Planning Period #1 (2022-2026).

TOWN may extend service to additional residential, commercial and industrial properties in a manner consistent with Section XI of this Agreement and so as to ensure that the maximum allocation amount is not exceeded.

Daily Usage Amount shall not include water used by TOWN due to routine system maintenance, emergency usage or breakage (hereinafter "Emergency Use") in any line or system component, as long as TOWN provides CITY with written notification within twenty (20) days after such Emergency Use. Failure to provide written notification of the Emergency Use will result in any water used because of Emergency Use to be included in the Daily Usage Amount.

- (c) To determine the amount of water being used, either daily, monthly or quarterly, the TOWN-owned, operated and maintained master water meter ("Town Master Meter") to be located at the CITY-TOWN boundary on Rome-New London Road (NYS Route 46) shall be used. The TOWN shall have the responsibility of reading the Town Master Meter for purposes of determining the Monthly Usage Amounts. TOWN agrees that the CITY shall have the right to transmit the reading from the Town Master Meter (to City SCADA system) utilized under this Agreement to ensure the accuracy of the readings being taken. Town Master Meter Vault shall include provisions for a Flow Control Valve (Connected to City SCADA System) provided by the City but installed by the TOWN during construction of the Master Meter Vault.
- (d) The TOWN shall calibrate the Town Master Meter in accordance with meter manufacturer's recommendations and at least once per year. The cost of the annual calibration shall be paid by the TOWN Service Area users, and shall be included in the annual DISTRICT budgets to cover said cost.

## **VII. WATER RATE AND FEES**

### **(a) Water Rate:**

1. **CITY Rate:** the TOWN shall pay to the CITY the CITY'S annual Water Rate subject to the terms and conditions of this Agreement, said rate shall be:
  - For the period from January 1, 2022 until December 31, 2026: the rate shall start at \$6.10 per 1,000 gallons.
  - For the period from January 1, 2022 until December 31, 2026: the rate per 1,000 gallons will increase/decrease by the same percentage that the rate for CITY residents increases or decreases for said year.
  - The TOWN will only use water supplied by the CITY to provide water to the Service Area identified in this Agreement.

CITY shall provide notice of any rate increase to TOWN by September 30<sup>th</sup> of the year immediately preceding the year during which the increased rate will be effective.

- (b) *Payment*: Based on the amount of water consumed by the TOWN according to the Town Master Meter, the CITY will bill the TOWN monthly for water provided to the TOWN pursuant to this Agreement. The TOWN shall be responsible for payment to the CITY of the full amount of charges included on said bill and payment shall be made to CITY within sixty (60) days of receipt of the bill. Payments received after the sixty day period shall be subject to an interest charge of twelve percent per annum (12%/year).
- (c) The TOWN shall not adopt such regulations, resolutions, ordinances or the like that would in any way impede, hinder or obstruct the development and maintenance of the CITY'S water system, or that would be contrary to the health regulations and/or CITY laws, ordinances or guidelines.
- (d) The CITY shall charge rates to the TOWN initially as set forth in paragraph VII (a)(1). Thereafter, the CITY shall be entitled to adjust the rate in proportion to increases or decreases in the CITY's cost of supplying the water. The base year for costs shall be the first full year (12 months of supplying water) during which the Town receives water under this Agreement. Each year after that first year, the City shall be entitled to adjust the rate it charges for water in proportion to any increase or decrease in its costs. Rate increase will be effective January 1<sup>st</sup> of each year.

**VIII. NOT USED**

**IX. PENALTY RATES & FEES**

- (a) If at any time during the Term of this Agreement, the TOWN exceeds the Monthly Maximum Amount on three or more occasions within a Town fiscal year (January –December), a penalty fee (Penalty Fee), which shall not exceed two thousand five hundred dollars (\$2,500), for each exceedance of the Monthly Maximum Amount shall be paid by the TOWN within sixty (60) days. At any time during the Term of this Agreement, in the event the TOWN exceeds the permitted Quarterly Usage Amount (“Excessive Quarter” or “Excessive Quarters”), the TOWN shall pay for the excess amount of water (to be calculated as: Actual Metered Quarterly Usage – Quarterly Usage Amount) at a penalty rate (“Penalty Rate”), which shall be two times (2x) the Water Rate then in effect. Prior to the Penalty Rate taking effect, CITY shall give TOWN written notice, via United States Postal Service Certified Mail, return receipt requested, that the Quarterly Usage Amount was exceeded, and shall give TOWN an opportunity to investigate and correct the reason(s) for the excess usage. TOWN shall have thirty (30) days from receipt of the notice to investigate and correct the cause(s) of the excess usage to the approval of the

CITY, which said approval shall not be unreasonably withheld. Should TOWN fail to correct the cause of the excess usage within said thirty (30) day period, the Penalty Rate shall take effect.

- (b) In addition to the penalty provided for in Article IX.(a), should the TOWN have two (2) consecutive Excessive Quarters, the Penalty Rate shall be utilized to calculate the amount owed by the TOWN for all water used for the Quarters immediately following the second Excessive Quarter, and said Penalty Rate shall remain in effect until such time the TOWN'S Quarterly Usage Amount has not been exceeded for two (2) successive quarters.
- (c) In the event the TOWN exceeds the Quarterly Usage Amount on five (5) or more occasions during the Term of this Agreement, the TOWN shall pay the CITY, in addition to the amounts contained at IX.(a). and (b)., a penalty fee ("Penalty Fee"), which shall not exceed twenty thousand dollars (\$20,000), for each exceedance of the Quarterly Usage Amount. The CITY shall have the sole authority as to whether or not to assess the Penalty Fee and the amount of the Penalty Fee.
- (d) Compliance: In addition, upon the TOWN exceeding the Quarterly Usage amount on five (5) or more occasions during the Term of the Agreement which, in the opinion of the CITY adversely affects the CITY'S water system, the CITY may, upon prior written notice to the TOWN, served via United States Postal Service Certified Mail, Return Receipt Requested, direct the TOWN that failure to be in compliance with the Quarterly Usage amount for the remainder of the Term of the Agreement, or such portion thereof deemed reasonable by the CITY ("Compliance Notice"), may result in reduction of water supply from the CITY to the TOWN (Compliance). In the event the TOWN exceeds the Quarterly Usage Amount subsequent to receipt of the Compliance Notice, the CITY will limit the TOWN to the Agreement Amount (ADD per Quarter) until such time the TOWN demonstrates to the CITY, via written notice, that the variable(s), event(s), user(s), etc. ("Contributing Factor(s)") causing the TOWN to exceed its Quarterly Usage amounts has been corrected or rectified. Upon receipt of said information, the CITY may, in its sole discretion, require additional proof the Contributing Factor(s) has/have been corrected, or deem the problem satisfactorily corrected and resume provision of water to the TOWN pursuant to the Agreement. Compliance may be utilized by the CITY in addition to the Penalty Rate and/or the Penalty Fee.

**X. TITLE TO REAL PROPERTY AND OWNERSHIP OF WATER LINES AND APPURTENANCES**

- (a) Any and all water related plant and equipment, including water mains, valve structures, water meters, filtration plants, tunnels, dams, water storage tanks, etc., located within each party's jurisdiction and which may be owned by either party prior to the execution of this Agreement shall remain the sole and exclusive property of the respective party upon execution of this Agreement. Any water mains, water meter(s), valve vaults, water pumps, water towers,

chlorination facilities or any other facilities constructed or erected after the date of this Agreement shall be and shall become the exclusive and sole property of the municipality where the improvement is located.

Easements and any other interests in real property required for the PROJECT shall be acquired by the Municipality in which it is located and shall be in the name of said Municipality. The cost thereof shall be borne by the Municipality where easement is located.

#### **XI. FUTURE DEVELOPMENT**

- (a) The TOWN has the authority to undertake such Service Extensions as may be necessary to promote residential, commercial and/or industrial development subsequent to the execution of this Agreement, as long as said Service Extensions are completed in accordance with New York State Town Law (Article 12) and are consistent with Section IV and VI. Town shall amend Exhibits B and C and submit to City to document service extensions at approval of Town bond resolution for said extension.

#### **XII. TERMINATION OF WATER SERVICE**

- (a) If the TOWN should desire to discontinue this water service Agreement with the CITY, it may do so upon the filing of a written notice to the CITY of no less than one (1) year prior notice, delivery to be made by United States Postal Service Certified Mail, Return Receipt Requested, to the Mayor of the City of Rome, Rome City Hall, 198 North Washington Street, Rome, New York. Termination of this Agreement shall result in the discontinuance of providing water to the TOWN, subject to final approval of a replacement water supply by the NYSDEC and/or NYSDOH.
- (b) CITY may terminate this Agreement upon the filing of a written notice to the TOWN of no less than one (1) year prior notice, delivery to be made by the United States Postal Service Certified Mail, Return Receipt Requested, to the Town Supervisor of the Town of Verona, Town Hall, 6600 Germany Road, Durhamville, New York 13054. Termination of this Agreement shall result in the discontinuance of supplying water to the Town subject to final approval of a replacement water supply by the NYSDEC and/or NYSDOH.

#### **XIII. STATUTORY AUTHORITY**

- (a) This Agreement shall be governed by the Laws of the State of New York and of the City of Rome, New York, to include, but not limited to, the following:
  1. Section 123 of the Charter Laws of the City of Rome, New York;
  2. Chapter 74 of the City of Rome Code of Ordinances;
  3. New York State General Municipal Law, Articles 5-B & 5-C;
  4. New York State General Municipal Law, Section 94;
  5. Article 15 of the Environmental Conservation Law of the State of New York;

6. New York State General City Law, Section 20; and
7. New York State Town Law, Article 12

(b) If any portion of this Agreement shall be found unenforceable by subsequent legislation or a Court of Law, the same shall invalidate only that portion deemed unenforceable, unless the effect of the legislation or Court action is waived by the appropriate party to this Agreement, and the remaining Agreement herein shall remain in full force and effect.

#### **XV. SALE RESTRICTIONS**

Neither the TOWN, nor any customer located in the TOWN, may sell, transmit or assign water obtained pursuant to the Agreement to any user outside the boundaries of the approved Service Area, without the express written consent of the CITY.

#### **XVI. WATER RESTRICTIONS**

In the event that the CITY imposes water use restrictions, upon the receipt of written notice of said restriction from the CITY, the TOWN must impose similar restrictions (including restrictions as to permitted uses and duration) on TOWN customers.

#### **XVII. BACKFLOW PREVENTION**

The TOWN shall provide evidence to the CITY that it has enacted and is enforcing provisions safeguarding potable water supplies from potential contamination by preventing backflow from a private water user's system into the public water system, consistent with the mandated requirements set forth in the Cross-Connection Manual published by the New York State Department of Health and the terms, conditions and provisions of the New York State Sanitary Code, Part 5, section 5-1.31.

#### **XVIII. ACKNOWLEDGMENT AND RELEASE**

Each party hereto does hereby release, waive, disclaim and forever discharge the other party and their respective directors, officers, agents, administrators, staff, employees, (collectively, the "Releasees"), of and from all, and all manner of action and actions, cause and causes of action, suits, debts, sums of money, accounts, claims and demands whatsoever, in law or in equity, and further mutually release, satisfy and forever discharge and hold harmless the Releasees, individually and collectively, from any or all of the above.

#### **XIX. GOVERNING LAWS AND ENFORCEMENT**

This Agreement shall be construed and governed under the laws of the State of New York. Any action to enforce this agreement shall be resolved in New York State Supreme Court with venue in Oneida County. The CITY reserves all rights afforded to it pursuant to New York State General Municipal Law, Section 118 or Rome City Charter Laws, Section 123.

**XX. TAX EXEMPTION**

To the extent permitted by law, the CITY and TOWN agree to take such steps as may be necessary to exempt from real property taxation any of the real property, real property improvements, easements, pipelines, or other facilities associated with the PROJECT or extensions thereof located within the Municipal boundaries of such party, and further agrees, to the extent permitted by law, not to assess or levy taxes against such properties. Should such conditions exist that some or all of the facilities within a given Municipality are deemed to be taxable; such taxes shall become an applicable annual cost and shall be incorporated into the determination of the Uniform Equivalent Dwelling Unit Charge for Project.

**XXI. NOTICE**

- (a) NOTICE HEREUNDER All notices permitted or required hereunder shall be in writing and shall be transmitted via certified United States mail, return receipt requested, or by private same day or overnight delivery service and shall be addressed as follows or to such different addresses as the parties may from time to time designate:

CITY: City of Rome  
Commissioner of Public Works  
City Hall  
198 North Washington Street  
Rome, New York 13440

and

Corporation Counsel's Office  
City Hall  
198 North Washington Street  
Rome, New York 13440

TOWN: Town of Verona, New York  
Town Supervisor  
6600 Germany Road  
Durhamville, New York 13054

Notices shall be deemed effective upon receipt. Either party may change any receipt for Notices upon ten (10) days written Notice to the other party.

**XXI. OTHER**

- (a) The TOWN agrees to abide by the same rules and regulations governing the use of the water, to include, but not limited to, temporary restrictions on water usage due to weather conditions, increased water usage, technical problems with the

system, and the like as may be imposed by the CITY from time-to-time and which may affect other users of the CITY'S system (i.e., water conservation mandates during times of peak usage).

- (b) The Town and City will hold the other harmless from any negligent act or omission by its agents or employees to the extent of property damage, bodily injury, death, or loss of income.
- (c) This Agreement shall encompass the entire understanding of the parties and no additional agreements shall be enforced by either party unless the same are in writing and duly executed by the parties hereto or their appropriate successor or assigns.

## **XXII. ASSIGNMENTS**

Neither party may assign or delegate its rights or obligations under this agreement, including rights to money due or to become due, to any party except on written consent of the other party, which consent shall not be unreasonably withheld.

## **XXIII. WAIVER**

Any waiver by either party of any provision of this Agreement shall not imply subsequent waiver of that or any other provision.

## **XXIV. MODIFICATION**

This document reflects the entire agreement between the parties and may not be modified, amended or superseded except by a writing signed by both parties.

## **XXV. HEADINGS**

Headings used under this Agreement are for the convenience of reference only and shall not affect the interpretation of this Agreement.

## **XXVI. ADDITIONAL PROVISIONS**

This Agreement contains the binding agreement between the parties hereto and supersedes all other agreements and representations, written or oral, on the subject matter of this Agreement, including any statements in referenced exhibits or attachments that may be in conflict with the statements herein. All exhibits to which reference is made are deemed incorporated in this Agreement, whether or not actually attached.

## **XXVII. INSURANCE**

Both City and Town will maintain throughout the term or terms of this Agreement, the following insurance coverages, in every case through an insurance company licensed in New York State.

1. Property insurance, all risk, for the value of the property and equipment owned by each in an amount equal to the value of the property established on the basis of cost less depreciation.
2. General Liability totaling Five Million dollar limit, including primary and excess coverage.

IN WITNESS THEREOF, the parties have executed this Agreement on the day and year first written above.

**THE CITY OF ROME, NEW YORK**

BY: \_\_\_\_\_  
**JACQUELINE M. IZZO, MAYOR**

**THE TOWN OF VERONA, NEW YORK**

BY: \_\_\_\_\_  
**SCOTT M. MUSACCHIO, TOWN SUPERVISOR**

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

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared **Jaqueline M. Izzo**, and did depose and say that she is the **Mayor** 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     )  
COUNTY OF \_\_\_\_\_) ss.:

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, and did depose and say that he or she is the \_\_\_\_\_ of \_\_\_\_\_, 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 or she executed the same in his or her capacity, and that by his or her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

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

**PURSUANT TO SECTION 171 OF THE ROME CITY CHARTER,  
I HEREBY CERTIFY THAT THE CITY OFFICER WHO  
ENACTED THE SUBJECT CONTRACT ON BEHALF OF  
THE CITY OF ROME HAD AUTHORITY AND POWER  
TO SO ACT AND THAT SUCH CONTRACT IS IN  
PROPER FORM AND PROPERLY EXECUTED.**

**THE CITY OF ROME, NEW YORK**

**BY: \_\_\_\_\_  
GERARD F. FEENEY  
CORPORATION COUNSEL**

**EXHIBIT A**

**TOWN OF VERONA-CITY OF ROME  
MEMORANDUM OF UNDERSTANDING**

**MEMORANDUM OF UNDERSTANDING**  
**PROPOSED VERONA WATER DISTRICT EXTENSION NO. 3**  
**TOWN OF VERONA AND CITY OF ROME**

By this Memorandum of Understanding (MOU), the Town of Verona (Town) and City of Rome (City) document the understanding of each municipality of the proposed water infrastructure improvements, anticipated roles/responsibilities, estimated capital costs and cost sharing for the proposed Verona Water District Extension No. 3 project (the "Project"). The Project involves construction of new transmission mains, distribution mains and appurtenances in the City of Rome and Town of Verona for conveyance of City water to areas in need of public water along a portion of Rome-New London Road in the City, and to residential and commercial parcels within the proposed Verona Water District Extension No. 3, and to existing Town Water Districts currently receiving water supply from the City of Oneida. The Project seeks to address current, widespread deficiencies in water quality and quantity in private wells in and around the New London area, the Brandybrook Mobile Home Park, the Verona Mobile Home Park, and adjacent areas currently served by private wells, as well as provide the Town with a high quality, long-term sustainable water supply to meet current and future water demands of the Town. The City water supply has sufficient permitted capacity to meet the current and future maximum daily water demands of the Town, estimated to be 1.3 million gallons per day (mgd) and 2.0 mgd, respectively, for a 20-year planning period.

The proposed Project, as outlined in the Preliminary Engineering Report dated August 2017, prepared by Barton & Loguidice, D.P.C. (B&L), the Town's Consulting Engineer, would serve the areas shown on Figure 1 - Project Location Map of Exhibit A, and be comprised of the following infrastructure improvements within each municipality:

Town of Verona, Proposed Water District No. 3

- approximately 18-miles of 16-inch diameter ductile iron water main, including approximately 120 mainline valves and 193 fire hydrants;
- a 1,500 gpm duplex packaged booster pump station constructed adjacent to the proposed transmission main at its crossing beneath the Erie Canal;
- 500,000 gallon ground-level water storage tank;
- Approximately 455 water services extended to the highway right-of-way; and,
- Miscellaneous improvements to existing water infrastructure within the Town's existing water districts, including some main extensions to unserved areas.

### City of Rome

- one (1) connection to Rome's water system on Gifford Road;
- approximately 1.6-miles of new 16-inch diameter ductile iron water main along Rome-New London Road, constructed parallel to an existing 8-inch City watermain; and,
- approximately 1.4-miles of new 16-inch ductile iron water main, including approximately 20 mainline valves and 32 fire hydrants on Rome-New London Road.

Proposed Project infrastructure is shown on Figure 1, attached hereto as Exhibit A.

The proposed Project will benefit the Town of Verona and City of Rome, and will therefore be planned and implemented as a "Joint" water project in accordance with Oneida County's Shared Services Plan. Core financing for the project will be pursued by the Town, acting as the lead municipality for this "Joint" water project, through the New York Drinking Water State Revolving Fund (DWSRF), and potentially through the USDA Rural Development (RD) Water & Waste Disposal Loan & Grant Program for co-funding, if necessary. The Town and City also commit to identifying and jointly applying for supplemental grant funding through applicable programs, including but not limited to, the Water Infrastructure Improvement Act (WIIA), Consolidated Funding Application (CFA), and others. In order to maximize funding opportunities, the Town and City will consolidate efforts and seek "joint" funding opportunities through intermunicipal cooperation and consolidation of water infrastructure operation and maintenance (ie., shared services).

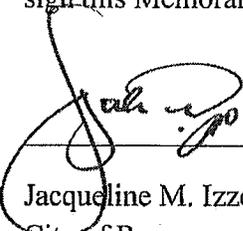
The total project cost for the proposed "Joint" Water Project is \$24.6 million. The estimated cost for infrastructure necessary for connecting the proposed Town transmission infrastructure to the City's system, and within the City of Rome corporate boundary, has been estimated to be approximately \$2.6 million. The total project cost for proposed public water infrastructure to be constructed within the proposed Verona Water District Extension No. 3 has been estimated to be approximately \$22 million.

The Town and City agree that the capital project cost for new Joint Project water infrastructure constructed in the City and proposed Town of Verona New London Water district will be financed and paid for by benefitting customers in proportion to benefit derived, as may be determined by the Town and City during development of an Intermunicipal Agreement.

The City intends to sell water to the Town at a rate to be developed through Intermunicipal Workshop meetings with Town and City representatives including one designated member of the Common Council. This rate, once established and agreed upon by the Town Board and City Common Council, will be used by the Town in its *Map, Plan and Report* for the proposed Verona Water District Extension No. 3, and *Map and Plan* for existing Town Water Districts for estimating the annual average water purchase cost to the Town and a typical single-family household, or equivalent dwelling unit (EDU).

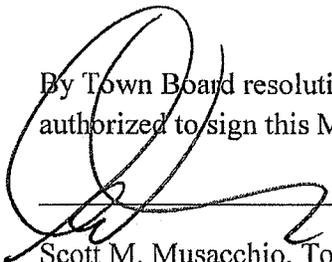
The Town and City agree to work together in good faith and due diligence to establish the terms and conditions for planning and implementing a City water supply to the Town, and for developing an Intermunicipal Agreement for said supply.

By City Common Council resolution # 37, dated February 28, 2018, the Mayor is authorized to sign this Memorandum of Understanding on behalf of the City of Rome.

  
\_\_\_\_\_  
Jacqueline M. Izzo, Mayor  
City of Rome

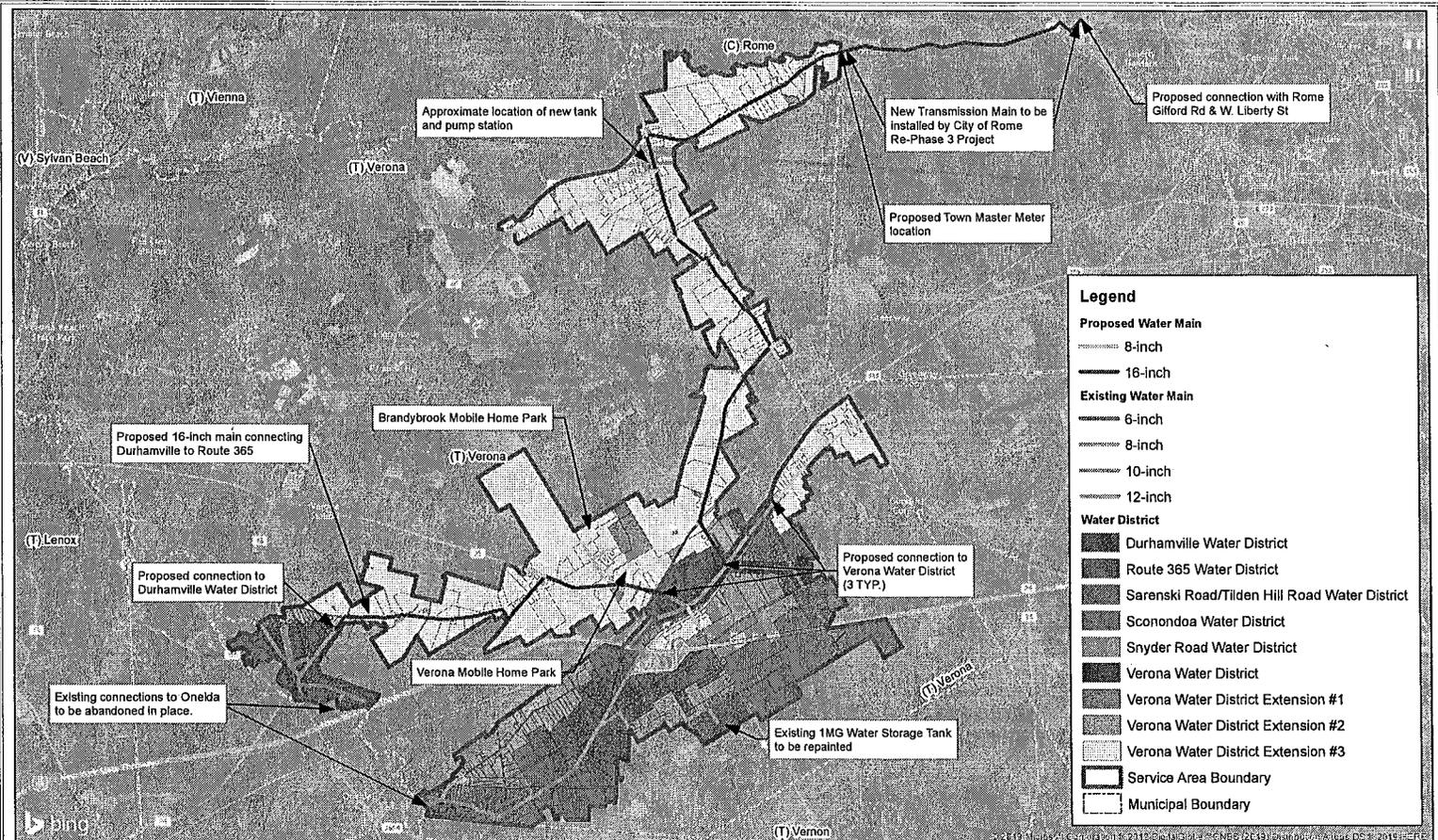
Date: 3/1/18

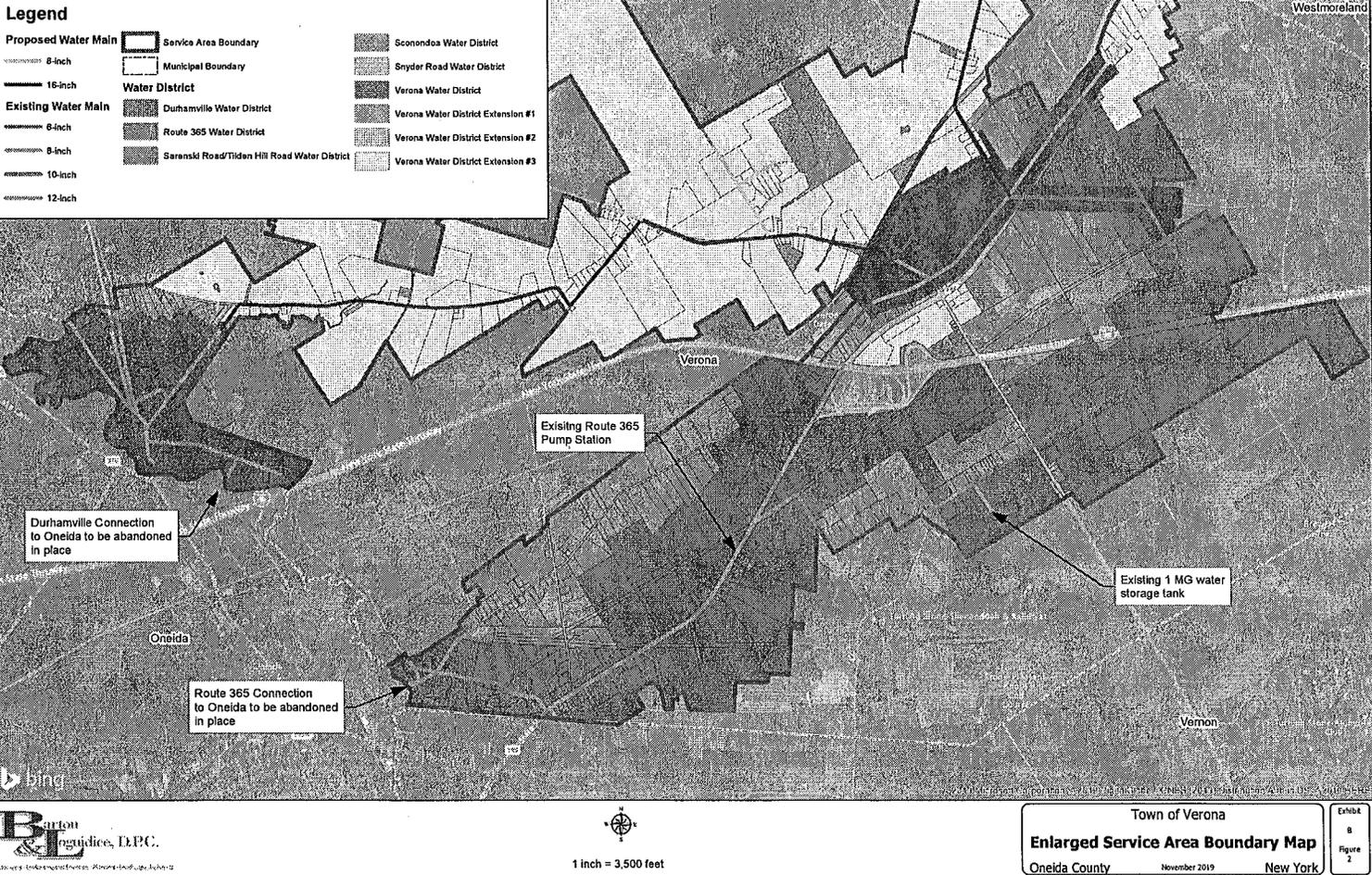
By Town Board resolution # 082018, dated March 5, 2018, the Town Supervisor is authorized to sign this Memorandum of Understanding on behalf of the Town of Verona.

  
\_\_\_\_\_  
Scott M. Musacchio, Town Supervisor  
Town of Verona

Date: 3/5/18

**EXHIBIT B**  
**TOWN OF VERONA**  
**SERVICE AREA MAPS**





**EXHIBIT C**

**TOWN OF VERONA SERVICE AREA PROPERTIES**

PROPERTIES SERVICED IN VERONA WJ

TAX ID	OWNER	LOCATION
255.000-2-20.1	Christopher Hepler	4674 Senn Rd
255.000-2-19.2	Scott E Kline	4681 Senn Rd
256.000-2-1.1	David G Sherwood	6769 Verona Mills Rd
255.000-2-19.3	Yvonne M Turner	4548 Senn Rd
255.000-2-30.2	Damian J Leddick	4586 Senn Rd
255.000-1-40	Stuart Lohr	6860 Rolewicz Ln
255.000-2-30.1	Henry J Lee	4552 Senn Rd
255.000-2-6.2	Maribeth Brown	4559 Senn Rd
255.000-1-39.1	Robert E Moyer Jr	4028 Senn Rd
255.000-1-39.2	Stanley J Pawlikowski	0 Senn Rd
255.000-2-31.2	Charles Nutting	4540 Senn Rd
255.000-2-6.1	Maribeth Brown	4553 Senn Rd
255.000-2-32.3	Scott Nutting	4520 Senn Rd
255.000-2-32.4	Carol A Fields	4514 Senn Rd
255.000-1-38.6	Billy Jo McCouloff	0 Senn Rd
255.000-1-3	Richard Lohr	3995 Doxtator Rd
255.000-2-18.2	Thomas P Depasquale	6874 County Rt 50
255.000-2-32.2	Paul L Freel	4510 Senn Rd
255.000-1-38.2	Michael J Pritchard	4070 Senn Rd
255.000-2-32.5	David Chapple	4500 Senn Rd
255.000-2-31.1	Walter E Schofield Jr	4545 Senn Rd
255.000-1-38.3	Debora Smart	0 Senn Rd
255.000-1-38.4	Jason E DeFelice	4100 Senn Rd
255.000-2-4.2	Jeremy Stanbro	4486 Senn Rd
255.000-2-32.1	Keith A Parry	4501 Senn Rd
255.000-2-33	Donald G Kruger	4452 Senn Rd
255.000-1-2	Gregory Chandler	0 Senn Rd
255.000-1-38.5	Brian Parkhurst	0 Senn Rd
255.000-1-15	Gerald Rider	0 Lock Rd
255.000-2-4.3	Kruger Family Real EstateTrust	4471 Senn Rd
255.000-1-2	Gregory Chandler	0 Senn Rd
255.000-1-20.6	Jack A Holeck	4132 Senn Rd
255.000-2-34.1	Clare E Tiller	4380 Senn Rd
255.000-1-20.7	Shawn S Reed	4158 Senn Rd
255.000-2-5	Richard G Shuster	4535 Senn Rd
255.000-1-20.3	Judith Hyde	4167 Senn Rd
255.000-2-18.1	Bradley O Rasha	6880 County Rt 50
255.000-2-34.2	William J Tiller Jr	4350 Senn Rd
255.000-1-16	Roberta Parkhurst	4157 Senn Rd
255.000-1-17	Chris Carey	4763 Senn Rd
255.000-1-20.2	Robert Budlong	4192 Senn Rd
255.000-1-18	Brittany Gullerat	4165 Senn Rd
255.000-1-19	Judith Hyde	4167 Senn Rd
255.000-1-20.8	Billy J Lohr	4250 Senn Rd
255.000-2-1.1	William Wilsey	4336 Senn Rd
255.000-2-16.2	Randall E Wilczak	0 County Rt 50
255.000-1-38.1	Roger Gullerat	0 Senn Rd
255.000-2-4.4	Randall Wilczak	0 County Rt 50
255.000-2-1.4	William Wilsey	4336 Senn Rd
255.000-1-14	Harold Jaeger	6966 Lock Rd
255.000-2-19.1	David G Sherwood	0 Senn Rd
255.000-2-4.1	Randall Wilczak	4497 Senn Rd
255.000-2-7	Danny L Klans Jr.	6981 County Rt 50
255.000-2-9	Paul A Green	6985 County Rt 50
255.000-1-12	Brendan J Schuler	6986 Lock Rd
255.000-2-1.2	Thomas Novak	4340 Corneil St
255.000-1-11	Brendan J Schuler	0 Lock Rd
255.000-1-10	Dawn M Jaeger	0 Lock Rd
255.000-2-15	Santos Garcia	6980 County Rt 50
255.000-1-15	Gerald Rider	0 Lock Rd
255.000-2-10	Shirley Netzband	6991 County Rt 50
255.000-1-9	Dawn M Jaeger	6986 Lock Rd
255.000-2-1.4	William Wilsey	4336 Senn Rd
255.000-2-11	Arlene Netzband	6997 County Rt 50
255.000-1-8	Robert Patterson	7008 Lock Rd
255.000-2-12	Danny J Hartzog	7003 County Rt 50
255.000-2-8.2	Phillip Netzband	6987 County Rt 50
255.000-2-2	Phyllis Godlewski	4358 Cornell St
255.000-2-13	William J Hawkins Jr	7028 County Rt 50
239.004-2-53	George G Wells Sr.	0 Cornell St
255.000-2-16.1	William J Hawkins Jr	7028 County Rt 50
239.004-2-21	Daniel Breckenridge	7011 County Rt 50
239.004-2-52	James W Woodcock	4402 Cornell St
239.004-2-22	John D Langlie	7021 County Rt 50
239.004-2-51	Ricky Millson	4410 Cornell St
255.000-1-13	Kelli M Abounader	4203 Senn Rd
239.004-2-23.2	Amber Hawkins	0 County Rt 50
239.004-2-23.1	Henry A Gerwig Sr	7027 County Rt 50
239.004-2-20	William J Hawkins Jr	7028 County Rt 50
239.004-2-2	Jaclyn C Howard	4385 Cornell St
239.004-2-50	William F Davis Jr.	4428 Cornell St
239.004-2-24	Patricia Converse	7031 County Rt 50
239.004-2-49	Marvin L Hartzog	4434 Cornell St
239.004-2-25	Amber Hawkins-Marsh	7035 County Rt 50
239.004-2-48	Peter L Phillips	4442 Cornell St
239.004-2-4.2	Teresa Wishart	4452 Cornell St
239.004-2-26	Nora Proper	7037 County Rt 50
239.004-2-27	Maher Younan	7041 County Rt 50
239.004-2-4.1	Starla J Andrews	4463 Cornell St
239.000-2-29.2	Harold A Reinhardt	7034 County Rt 50
255.000-2-1.3	Robert Thomas	4269 Senn Rd

PROPERTIES SERVICED IN VERONA W

TAX ID	OWNER	LOCATION
286.000-2-12.1	Howard Smith	0 Old Oneida Rd
286.000-2-5	Anthony J Ross	5017 Old Oneida Rd
285.000-1-1	J. S. Government	0 Military
286.000-1-1	Cagwin Cemetery	Cemetery
286.000-2-12.3	Mona L. Steadman	5062 Old Oneida Rd
286.000-1-2	Fred Scherz Jr	6081 Rock Rd
286.000-1-30	Fred Scherz Jr	6081 Rock Rd
271.000-3-51.1	Norman J Arruda Sr	6113 Rock Rd
286.000-2-6.1	Robert Hutchinson	5011 Old Oneida Rd
271.000-3-31	Thomas A. McEwen	6115 Blackmans Corners Rd
286.000-2-12.1	Howard Smith	0 Old Oneida Rd
271.000-3-32	Wendy A Tacker	6123 Blackmans Corners Rd
271.000-3-51.2	Richard L Walker	6125 Rock Rd
271.000-3-29	Mary Ann Hiltz	5112 Old Oneida Rd
271.000-3-19	Michael J Craver	6142 Blackmans Corners Rd
271.000-3-18	Clara A Vanderhoof	6154 Blackmans Corners Rd
271.000-3-28	Robert Pangburn	5144 Old Oneida Rd
271.000-3-16	Richard R Shaffer	6170 Blackmans Corners Rd
271.000-3-34	Willard A Lewis Jr	6185 Blackmans Corners Rd
271.000-3-15	Ralph Sexton Jr	6174 Blackmans Corners Rd
271.000-3-47	Mary Ellen Jones	4737 Joslyn Rd
271.000-3-26	Jack Cipollone	5190 Old Oneida Rd
271.000-3-33	Howard Smith Jr	0 Old Oneida Rd
271.000-3-25	Jeffrey M Poppleton	5204 Old Oneida Rd
271.000-3-35	Audrey A. Moran Irrev. Trust	6204 Blackmans Corners Rd
271.000-3-52	Kevin Brooks	0 Rock Rd
271.000-3-24	Sandra Simpson	5214 Old Oneida Rd
271.000-3-46	Honey Sgroi	6196 Rock Rd
271.000-3-20	Howard Smith Jr	0 Old Oneida Rd
271.000-3-53	Jennifer Ciollone	0 Rock Rd
271.000-3-27	Gus Sandfer	5555 Old Oneida Rd
271.000-3-21	John S Ceigler	5191 Old Oneida Rd
271.000-3-45	Chester I Gates	6210 Rock Rd
271.000-3-23	Harlan F Moonen	5237 Old Oneida Rd
271.000-3-14	Audrey A Moran Irrev. Trust	6204 Blackmans Corners Rd
271.000-3-22.2	Michael K Houghton	5223 Old Oneida Rd
271.000-3-13.1	Jerry Stewart	6178 Blackmans Corners Rd
271.000-3-22.1	Kevin Boone	0 Old Oneida Rd
271.000-3-44	Heather O Jackson	6276 Rock Rd
271.000-3-22.2	Michael K Houghton	5223 Old Oneida Rd
271.000-3-43	Jerald L Johnson	6316 Rock Rd
271.000-3-42	Larry A Pekola	6322 Rock Rd
271.000-3-55.1	United States of America	6307 Rock Rd
271.000-3-41	Larry A Pekola	0 Rock Rd
271.000-3-57	Keith Peavey	0 Rock Rd
271.000-3-54	Robert E Walker	6335 Rock Rd
271.000-3-40	Constance L Collins	6384 Rock Rd
271.000-3-55.1	United States of America	6307 Rock Rd
271.000-3-39.2	Myron J Thurston II	6401 Rock Rd
271.000-3-4.2	Richard W Hanson	6419 Rock Rd
271.000-3-4.10	Timothy Melzer	6433 Rock Rd
271.000-3-10.3	Joseph E Simpson	6438 Blackmans Corners Rd
271.000-3-10.2	Marie A Sayles	6478 Rock Rd
271.000-3-39.1	Marion Stook	6385 Rock Rd
271.000-3-5.3	Deborah E Hann Jr	6467 Rock Rd
271.000-3-10.4	Robert E Stanton Jr	6488 Rock Rd
271.000-3-10.1	Robert D Noole	0 Rock Rd
271.000-3-5.6	Donald M Lane	6475 Rock Rd
271.000-3-5.7	Kevin P Lerch	6483 Rock Rd
271.000-3-4.9	Allan Currier	6491 Blackmans Corners Rd
271.000-3-5.2	Brian R Noole	0 Rock Rd
271.000-3-17		
271.000-3-4.1		
271.000-3-5.9	Rodney A Nestle Sr	0 Blackmans Corners Rd
271.000-3-4.8	Lincoln Mondrick	6501 Blackmans Corners Rd
271.000-3-4.5	Christopher Ramos	6529 Blackmans Corners Rd
271.000-3-5.1	James Synakowski	6506 Blackmans Corners Rd
271.000-3-4.7	Christopher S Bruno	5941 Blackmans Corners Rd
271.000-3-5.10	Gerald A Zimmerman	6534 Blackmans Corners Rd
271.000-3-5.11	Brian Fort	6554 Blackmans Corners Rd
256.000-3-50.2	Howard C Pelow	6580 Blackmans Corners Rd
271.000-3-58	United States of America	6591 Blackmans Corners Rd
256.000-3-55.1	Thomas J Browka	6634 Blackmans Corners Rd
256.000-3-50.3	Ronald H Plumley	0 Blackmans Corners Rd
256.000-3-51	Gerald T Stannard	6600 Blackmans Corners Rd
256.000-3-55.2	Matthew Krawiec	6635 Blackmans Corners Rd
256.000-3-50.1	Lon Rosenfeld	6590 Blackmans Corners Rd
256.000-3-55.1	Thomas J Browka	6634 Blackmans Corners Rd
256.000-3-54	Cathy J D'aprix	6686 Blackmans Corners Rd
256.000-3-52	Seventh Day Baptist Church	6705 Blackmans Corners Rd
256.000-3-5.2	John Browka Jr	6708 Blackmans Corners Rd
256.000-3-53	Russell M Agne	0 Blackmans Corners Rd
256.000-3-5.3	Frank Bures	0 Blackmans Corners Rd
256.000-3-3	James E Clinch	6741 Blackmans Corners Rd
256.000-3-2	Wayne A Zimmerman	6747 Blackmans Corners Rd
255.000-2-25	Frank Bures	6629 Hartman Rd
256.000-3-1	Verona 7th Day Baptist Church	6775 Blackmans Corners Rd
256.000-3-4	Bruce P Boyson	6774 Blackmans Corners Rd
256.000-2-1.2	Kenneth Atwood	6761 Happy Valley Rd
255.000-2-21	Burleigh Family Trust	4682 Senn Rd
256.000-3-5.1	Russell M Agne	0 Blackmans Corners Rd

PROPERTIES SERVICED IN VERONA WJ

TAX ID	OWNER	LOCATION
298.002-3-4.3	United States of America	0 NY Rt 365
297.001-1-11.2	Robert Backus	3502 Foster Corners Rd
297.001-1-10.4	Brenda C Robello	3514 Foster Corners Rd
297.001-1-11.3	Harold Stone	3482 Foster Corners Rd
297.001-1-10.5	Elizabeth Taylor	3536 Foster Corners Rd
297.000-1-8	Anthony C Guarneiri	0 Foster Corners Rd
297.001-1-10.1	Mark L French	3556 Foster Corners Rd
297.001-1-10.3	Elizabeth M Taylor	0 Foster Corners Rd
297.000-1-9	Nicholas C Vedder	3824 Foster Corners Rd
297.001-1-11.1	Joyce A Rossi	3464 Foster Corners Rd
297.001-1-2.8	Joseph Kazlauskas	3394 Foster Corners Rd
297.000-1-10.2	William Baxter	3830 Foster Corners Rd
298.002-3-15.1	United States of America	0 NY Rt 365
297.000-1-7	Anthony C Guarneiri	3768 Foster Corners Rd
297.000-1-37.1	United States of America	3674 Foster Corners Rd
297.000-1-10.1	Jennifer Dilapi	3858 Foster Corners Rd
298.000-1-61	Patrick K Ketchum	5518 Sand Hill Rd
297.000-1-38.2	Brett W Baker	3632 Foster Corners Rd
297.000-1-38.1	Brett W Baker	3632 Foster Corners Rd
297.000-1-37.1	United States of America	3674 Foster Corners Rd
297.000-1-11	Faith Gardinier	3882 Foster Corners Rd
297.001-1-6	Madge Whltin	0 Foster Corners Rd
297.001-1-8.2	United States of America	3651 Foster Corners Rd
297.000-1-6.4	Carl W Morris	0 Foster Corners Rd
299.001-1-48.2	United States of America	0 NY Rt 31
297.000-1-6.3	Sarah A Paul	3934 Foster Corners Rd
297.000-1-37.2	United States of America	3687 Foster Corners Rd
299.001-1-48.1	United States of America	0 NY Rt 365&31
297.000-1-12.6	Tina Woodcock	3944 Foster Corners Rd
299.001-1-36	United States of America	5522 NY Rt 31
297.001-1-9	Christopher Emmons	3629 Foster Corners Rd
297.000-1-12.3	David Van Slyke	0 Foster Corners Rd
297.000-1-12.8	Robert A Barcomb	3972 Foster Corners Rd
297.000-1-37.4	Scott R Williams	3717 Foster Corners Rd
299.001-1-37	United States of America	5490 NY Rt 31
297.000-1-12.7	Jeffrey T Babcock	3994 Foster Corners Rd
297.000-1-12.4	Russell G Van Slyke	4010 Foster Corners Rd
297.000-1-37.5	Nathaniel H Netzbard	5535 Miller Rd
299.001-1-35.1	United States of America	0 NY Rt 31
297.000-1-6.2	Carl W Morris	3909 Foster Corners Rd
299.001-1-35.2	United States of America	0 NY Rt 31
298.000-1-62.2	Russel Walker	0 Sand Hill Rd
297.000-1-6.1	Karen Nixon	3809 Foster Corners Rd
299.001-1-35.3	United States of America	0 NY Rt 31
298.000-1-62.3	Timothy B Becker	5541 Sand Hill Rd
297.000-1-5.2	United States of America	3939 Foster Corners Rd
298.000-1-62.4	Randy J Savacka	5549 Sand Hill Rd
298.000-1-62.5	Ronald C Walker	5555 Sand Hill Rd
298.000-1-2.2	Rodney L Howe	5567 Sand Hill Rd
298.000-1-60	Roy A Peters	5530 Sand Hill Rd
298.000-1-2.1	Phillip Wuest	5581 Sand Hill Rd
297.001-1-7	Alan W Chmura	3511 Foster Corners Rd
298.000-1-2.3	Catherine Wuest	5585 Sand Hill Rd
298.000-1-64	David J Koons	5590 Sand Hill Rd
297.000-1-37.2	United States of America	3687 Foster Corners Rd
298.000-1-1.1	David C Tragla	5589 Sand Hill Rd
298.000-1-65	Christopher Elsaesser	5602 Sand Hill Rd
297.001-1-8.1	United States of America	0 Foster Corners Rd
297.000-1-4	Bruce L Williams	3755 Foster Corners Rd
298.002-1-11	Oil Tank Industrial	Fuel Store & Dist
298.002-1-10	Oil Tank Industrial	0 NY Rt 31
298.000-1-66	Michael J Smith	5614 Sand Hill Rd
297.001-1-2.1	Old Erie Golf Club, Inc	3387 Foster Corners Rd
298.000-1-67	Lyle M Moon	5618 Sand Hill Rd
298.002-1-8	Ronald E Jasiewicz	5799 NY Rt 31
298.002-1-1.2	Ferrell Gas Inc	0 NY Rt 31
298.002-1-13	George Pfohl	0 NY Rt 31
298.002-1-1.1	Edward Jasiewicz	5823 NY Rt 31
298.002-1-2	Ronald E Jasiewicz	5809 NY Rt 31
298.002-1-3	Ronald E Jasiewicz	5799 NY Rt 31
298.002-1-4	Ronald E Jasiewicz	5799 NY Rt 31
298.002-1-5	Gary Brian Snow	5791 NY Rt 31
298.002-1-6	Alva G Dunbar	5787 NY Rt 31
298.002-1-9.2	Patrick F MacRae	5767 NY Rt 31
298.000-1-4	Robert Elerick	5617 Sand Hill Rd
298.002-1-7	Waliszewski Family Trust	5783 NY Rt 31
298.002-1-9.1	Patrick F MacRae	5767 NY Rt 31
298.000-1-63.2	Timothy A Quick	5628 Sand Hill Rd
298.000-1-62.1	Russel Walker	4005 Foster Corners Rd
298.000-1-12	United States of America	5943 NY Rt 31
298.000-1-68	James R Murphy	5640 Sand Hill Rd
298.000-1-11	Donald Angell	5989 NY Rt 31
298.000-1-10	John Tomaro	5991 NY Rt 31
298.000-1-6	Jeremy L Herzog	5646 Sand Hill Rd
298.000-1-63.4	Timothy Dust	5639 Sand Hill Rd
298.000-1-9	John W Tomaro	5999 NY Rt 31
298.000-1-8	Patrick Jordan	6005 NY Rt 31
285.004-1-5.1	Kevin Strail	5780 NY Rt 31
298.000-1-63.3	Russell Herzog	5643 Sand Hill Rd
298.000-1-7	Fannie Mae	6017 NY Rt 31
298.000-1-63.5	Jerry B Johnson	5633 Sand Hill Rd

PROPERTIES SERVICED IN VERONA W

TAX ID	OWNER	LOCATION	
285.000-1-21	United States of America	0 Germany	Rd
285.004-1-6	Linda Carroll	0 NY Rt 31	
297.000-1-5.1	United States of America	3939 Foster Corners	Rd
298.000-1-5	Francis J Pulizzi	6035 NY Rt 31	
285.004-1-1.2	Linda Carroll	0 NY Rt 31	
298.000-1-63.6	Steven Derouchie	6047 NY Rt 31	
285.004-1-7	Eric Armstrong	5646 Germany	Rd
298.000-1-63.7	Michael Roberts	6057 NY Rt 31	
298.000-1-63.1	Michael Roberts	5633 NY Rt 31	
285.000-1-25	Francis J Brzezowski	6067 NY Rt 31	
285.000-1-26	Louis E Geer Jr.	6075 NY Rt 31	
285.000-1-27	Alan Lawton	6083 NY Rt 31	
298.002-1-12	Family Limited Pavia	0 NY Rt 31	
285.000-1-20	Charles Soper	5684 Germany	Rd
298.000-1-1.2	Russel J Walker	0 Sand Hill	Rd
285.000-1-29	Parill P Klein	6064 NY Rt 31	
298.000-1-3	United States of America	0 Sand Hill	Rd
285.000-1-19	Charles Soper	0 Germany	Rd
285.000-1-22	Oneida Indian Nation	5943 NY Rt 31	
285.000-1-30	Nicholas J St. Croix	6080 NY Rt 31	
285.004-1-5.2	Pavia Verona LLC	5780 NY Rt 31	
285.000-1-24	United States of America	5982 NY Rt 31	
285.000-1-17.2	Wayne W Storms	5720 Germany	Rd
297.000-1-2	United States of America	0 Irish Ridge	Rd
285.000-1-17.8	Sherry L Torres	4316 Frenchman	Rd
285.000-1-17.5	Joseph P Curro	4324 Frenchman	Rd
285.000-1-16.1	Donald W Allen	5732 Germany	Rd
285.000-1-17.7	James Condes	4334 Frenchman	Rd
285.004-1-1.1	Richard Woodcock	0 Germany	Rd
285.000-1-17.4	David C Stenlik	4444 Frenchman	Rd
285.000-1-16.2	Terri A Allen	0 Frenchman	Rd
285.000-1-17.6	Richard M Woodcock	4452 Frenchman	Rd
285.000-1-18	Constance A Arena	4462 Frenchman	Rd
285.000-1-17.3	Vicki A Neurchesky	4480 Frenchman	Rd
285.004-1-3	Family Limited Pavia	0 NY Rt 31	
285.000-1-23	Stacey Strong	5717 Germany	Rd
286.003-2-5	Patricia Siegenthaler	5780 Rock	Rd
286.003-1-2.1	Fred Scherz Jr.	0 Rock	Rd
286.003-1-4	Louis Trunko	5793 Rock	Rd
286.003-2-4	Noelle Meyer	5784 Rock	Rd
285.000-1-15.1	Peter Mumford	5744 Germany	Rd
286.003-1-3	Nathan M Rizzo	5805 Rock	Rd
286.003-2-3	Thomas F Lazzaro	5800 Rock	Rd
286.003-1-2.2	Gary E Sherwood	5825 Rock	Rd
286.003-2-2	Gerald L Griffith	5814 Rock	Rd
286.003-2-1.3	Richard P Adams	5830 Rock	Rd
286.003-1-2.1	Fred Scherz Jr.	0 Rock	Rd
286.003-1-1	Benjamin J Marko	5853 Rock	Rd
285.000-1-14	Mark A Estes	5404 Germany	Rd
285.000-1-17.1	Frederick W Myers Jr.	0 Frenchman	Rd
286.000-1-21	Verona Fire District #3	5860 Rock	Rd
285.000-1-13.1	Julie Henry	5925 Rock	Rd
286.000-1-24.3	Keith E Palmer Jr.	5934 Rock	Rd
286.000-2-43	John W Carver Jr.	4872 Old Oneida	Rd
286.000-1-25.1	Terry L Breckenridge	5939 Rock	Rd
286.000-2-42	Donna Snyder Malick	4878 Old Oneida	Rd
286.000-1-24.2	Nicholas Ambs Jr.	5950 Rock	Rd
286.000-2-41	Bank of America, N.A.	4882 Old Oneida	Rd
286.000-1-25.2	Michael Nikolaus	5965 Dwyer	Rd
286.000-1-26	Ryan J Tuggey	5981 Dwyer	Rd
286.000-1-23	Brenda M Wallingford	5968 Rock	Rd
286.000-2-1	Robert H Carver	4879 Old Oneida	Rd
286.000-1-27	John A Phelps	5985 Dwyer	Rd
286.000-2-40	John W Carver	4888 Old Oneida	Rd
286.000-1-28	Rich Beasock	5997 Dwyer	Rd
286.000-2-39.2	Kenneth R Carver	4904 Old Oneida	Rd
286.000-1-6.3	Nelson Dodge	0 Old Oneida	Rd
286.000-2-2	Donald C Carver	4885 Old Oneida	Rd
286.000-2-45.1	Christopher J Buser	4920 Old Oneida	Rd
285.000-1-12	Kyle H Palmer	6015 Dwyer	Rd
286.000-2-39.3	St Peters Lutheran Church	4897 Old Oneida	Rd
286.000-1-22	Yvonne R Croft	5990 Rock	Rd
286.000-2-39.4	Michael Clancy	4932 Old Oneida	Rd
286.000-2-39.5	Christopher Carr	4909 Old Oneida	Rd
286.000-1-29.2	Voltra Farm Properties, LLC	6000 Rock	Rd
286.000-2-39.6	Laurence G Franklin Jr.	4921 Old Oneida	Rd
286.000-2-37.4	Kimberly I Therlault	4963 Old Oneida	Rd
286.000-2-37.1	Howard Smith Jr.	0 Blackmans Corners	Rd
286.000-2-39.7	Donald G Carver	0 Old Oneida	Rd
286.000-2-9	Gerald Dixon	6032 Teuscher	Rd
286.000-1-4	Edward J Johnson	6038 Rock	Rd
286.000-2-8	Jerry Dubrey	5000 Old Oneida	Rd
286.000-2-7	Robert L Kegebein Jr.	5014 Old Oneida	Rd
286.000-2-37.1	Howard Smith Jr.	0 Blackmans Corners	Rd
286.000-1-3	Paula L Musacchio	6050 Rock	Rd
286.000-1-29.1	Frederick S Stefanik	6021 Rock	Rd
286.000-2-4	Paul J Miller	4991 Old Oneida	Rd
286.000-1-30	Fred Scherz Jr.	6081 Rock	Rd
286.000-2-6.2	Michael P Surprenant	5003 Old Oneida	Rd
286.000-2-3	Kurt P Seymour	4953 Old Oneida	Rd
286.000-1-24.1			

PROPERTIES SERVICED IN VERONA W

TAX ID	OWNER	LOCATION
239.000-2-30	Jaclyn Howard	0 Cornell St
239.004-2-30	New London Methodist Church	7047 County Rt 50
239.004-2-47	Patricia Borst	4520 Cornell St
239.004-2-1.2	Fay J Larsen	4395 Cornell St
239.004-2-19	Masonic Lodge	7058 County Rt 50
239.004-2-7	Robert L Borst	4493 Cornell St
239.004-2-29	New London Fire District	0 Cornell St
239.004-2-4.1	Starla J Andrews	4463 Cornell St
239.004-2-38	Brian White Sr	0 Cornell St
239.004-2-36	Karen Larson	4523 Cornell St
239.004-2-37	Erma Larsen	4523 Cornell St
239.004-2-45	Gary Millson	7086 Cornell St
239.004-2-46	Brian D White	4513 Cornell St
239.004-2-1.1	Dorothy Larsen	4421 Cornell St
239.004-2-40	John Hyla	7075 John St
239.004-2-10	Mary Jane Borst	0 Canal St
239.004-2-39	Mary Petrie Irrevocable Trust	7079 John St
239.004-2-32	LeRoy Nestle Jr	7075 County Rt 50
239.004-2-35	Randy J Sanborn	7074 John St
239.004-2-18	Carolyn Prosser	7072 County Rt 50
239.004-2-8	Brian L Borst	7091 Humaston St
239.004-2-44	George Disburger Jr	4466 Canal St
239.004-2-43	Mary Jane Borst	4478 Canal St
239.004-2-42	George C Hopkins	4482 Canal St
239.004-2-41	George Petrie	4455 Canal St
239.004-2-34	George Petrie	0 Canal St
239.004-2-3	Of Verona Town	0 Cornell St
239.004-2-33	Joseph Gleba	4506 Canal St
239.004-2-15	Y. Marji LLC	7062 County Rt 50
239.004-2-16	William L Borst Jr.	7083 County Rt 50
239.004-2-5	John H Green	4473 Cornell St
239.004-2-6	Edith L McNamara	4483 Cornell St
239.004-2-9	Gene Carey	4446 Canal St
239.004-2-11	George Petrie	4455 Canal St
239.004-2-12	Michael Millson	0 Canal St
239.004-2-13	Karen Deane	0 County Rt 50
239.004-2-14	Gail Carey	7084 County Rt 50
239.004-1-27	Sandra L Rhein	4415 New London Rd
239.000-2-29.1	William J Hawkins Jr	7028 County Rt 50
239.004-1-26	National Grid	0 NY Rt 46
255.000-1-20.4		
255.000-2-4.5		
239.004-1-25	Ronald J Adsit	4423 New London Rd
239.004-1-18	Karen M Muscarella	4503 New London Rd
239.004-1-17	Robert Webster	0 New London Rd
239.004-1-15	723 James Street Enterprises,L	0 County Rt 50
239.004-1-13	William Cadrette	4573 Dry Dock Rd
239.004-1-14	Howard F Henderson	4549 Dry Dock Rd
239.004-1-16.1	Robert R Webster	4515 New London Rd
239.004-1-16.2	Robert Webster	0 New London Rd
239.004-1-19	New London Historical Society	4499 New London Rd
239.004-1-20	Stephen D Stoffle	4493 New London Rd
239.004-1-21	Timothy Fields	4473 New London Rd
239.004-1-22	Andrew B Carey	0 New London Rd
239.004-1-23	Sharee L Fink	4463 New London Rd
239.004-1-24	June M Smith	4435 New London Rd
239.004-1-29	Glenn Thron	4542 NY Rt 49
239.004-1-12	Gerard G Martin	0 NY Rt 49
239.004-1-30	Anthony Lust	4534 Circle Dr
239.000-2-25.2	Charles A Comins	0 NY Rt 45&49
239.004-1-32	William L DeBlois	7360 NY Rt 45
239.004-1-31	Carl P Boyson	4530 NY Rt 49
239.004-1-11	Carl J Kirk	4531 Circle Dr
239.004-1-9	George A Gafner	4480 NY Rt 46&49
240.000-2-38	Wayne A Rutz Sr	7180 Glur Rd
239.000-2-27	Patrick J McNamara	4665 NY Rt 46&49
239.004-1-7	Gerard G Martin	4595 NY Rt 46&49
239.004-1-10	Randall A Gafner	4639 NY Rt 46&49
239.004-1-33	Wayne A Rutz Jr	0 NY Rt 49
239.004-1-8	David K Reed	4615 NY Rt 46&49
239.004-1-6	Gerard G Martin	4595 NY Rt 49
239.004-1-5	Nancy Carrier	4591 NY Rt 49
239.004-1-4	Walter Spink	4587 NY Rt 49
239.004-1-9	George A Gafner	4480 NY Rt 45&49
239.004-1-1	James Lamphier	4586 NY Rt 49
240.000-2-35	Betty (Life Estate) J Arnold	7254 NY Rt 46&49
239.004-1-3	Diana Nimmo	4581 NY Rt 49
239.004-1-2	Amy Myers	4575 NY Rt 49
240.000-2-3	George Kahler Sales Inc.	4813 NY Rt 46&49
240.000-2-4	Jeff Kahler	4823 NY Rt 46&49
240.000-2-34	Rudolph Glur	7162 NY Rt 46&49
240.000-2-5	George W Kahler	4833 NY Rt 46&49
240.000-2-7.12	Shane C Smith	0 NY Rt 46&49
240.000-2-7.11	Shane C Smith	4870 NY Rt 46&49
240.000-2-7.7	Edward T Gagnon	4874 NY Rt 46&49
240.000-2-7.8	Friendship Baptist Church	4964 Rome New London Rd
240.000-2-2	Richard A Williams	4791 NY Rt 46&49
240.000-2-7.6	William Lappin	4884 NY Rt 46&49
240.000-2-7.9	Justine Mulford	0 NY Rt 46&49
240.000-2-6.2	Jeffrey Kahler	0 NY Rt 46&49
240.000-2-7.18	David A Ashley	4918 NY Rt 46&49

PROPERTIES SERVICED IN VERONA W		
TAX ID	OWNER	LOCATION
240.000-2-7.10	Bruce E Coldran	4930 NY Rt 46&49
240.000-2-7.17	Susan R Whalen	4996 NY Rt 46&49
240.000-2-7.16	Shirley M Zakala	4948 NY Rt 46&49
240.000-2-7.8	Friendship Baptist Church	4964 Rome New London Rd
239.000-2-26.1	Jeffrey T Hofstetter	4725 NY Rt 46
239.000-2-26.2	Wayne A Rutz Jr	0 NY Rt 49
240.000-2-6.3	Paul Narolis	0 NY Rt 46&49
240.000-2-7.19	Marjorie Lockwood	4963 Rome New London Rd
240.000-2-1	Wayne A Rutz Jr	Rome-New London Rd
240.000-2-7.17	Susan R Whalen	4996 NY Rt 46&49
240.000-2-7.5	James Neary	4979 NY Rt 46&49
240.000-2-7.1	Susan R Whalen	0 NY Rt 49
240.000-2-7.15	Giuseppe Libertella	5046 NY Rt 46&49
240.000-2-7.2	Giuseppe Libertella	0 NY Rt 46
240.000-2-8	Gary E Rutz	5045 NY Rt 46&49
240.000-2-7.13	Christine Storms	4933 NY Rt 46&49
240.000-2-7.20	James F Neary	0 NY Rt 46&49
240.000-2-9	Stephen T Darling	0 NY Rt 46&49
240.000-2-20.1	Fort Rickey Game Farm	0 NY Rt 46&49
240.000-2-20.2	Janine Baker Gaffney	0 NY Rt 46&49
240.000-2-7.4	Sylvester B Marshall	0 NY Rt 46
240.000-2-7.1	Susan R Whalen	0 NY Rt 49
240.000-2-10	Stephen T Darling	5059 NY Rt 46&49
240.000-2-11	Mark Southcott	5097 NY Rt 46&49
240.000-2-7.3	Tracy Sunter	0 NY Rt 46
240.000-2-7.14	John C Jones	0 NY Rt 46&49
240.000-2-6.1	Paul F Narolis	4559 Drummond Dr
240.000-2-20.1	Fort Rickey Game Farm	0 NY Rt 46&49
240.000-2-14.1	Ronald Stolo	7472 Zingerline Rd
240.000-2-13	Raymond J Adams Jr	5162 NY Rt 49
240.000-2-11	Mark Southcott	5097 NY Rt 46&49
240.000-2-12	Fort Rickey Game Farm	5135 NY Rt 46&49
239.000-2-25		

PROPERTIES SERVICED WITHIN SE			
TAX ID	OWNER		LOCATION
310.000-1-32.2	National Grid		0 NY Rt 365
310.000-1-29.2	National Grid		0 NY Rt 365
310.000-1-41.2	National Grid		Elec-hydro Rd
310.000-1-53.8	National Grid		Vacant comm Rd
310.000-1-53.7	National Grid		Vacant comm Rd
309.016-1-6.3	National Grid		0 Hill Rd
310.000-3-34.3	National Grid		Power Line
310.000-1-53.5	Roger A	Mc Cormick	4948 Fox Rd
310.000-1-53.1	Robert	Wilson	4961 Fox Rd
310.000-1-60.3	National Grid		Power Line
310.000-1-41.1	James E	Awad	0 Fox Rd
310.000-1-53.5	Roger A	Mc Cormick	4948 Fox Rd
310.000-1-53.1	Robert	Wilson	4961 Fox Rd
310.000-1-53.3	David	Orr	4958 Fox Rd
309.016-1-6.2	Vandee	Smith	2852 Sconondoa Rd
310.000-1-29.1	Robt C	Whitmoyer	4907 NY Rt 365
309.016-1-5	National Grid		Elec Trans Imp
309.000-1-39	J A	Aylesworth	4988 Hill Rd
310.000-1-55.1	Tracey	Hamilton	4986 Fox Rd
310.000-1-60.3	National Grid		Power Line
309.000-1-38	Melissa	Stearns	5002 Hill Rd
309.000-1-37	Sam	Colella	5014 Hill Rd
310.000-1-55.1	Tracey	Hamilton	4986 Fox Rd
309.000-1-27	Johnson-Wolfe Living Trust		4992 Stickney Rd
309.000-1-36	David F	Halay	5020 Hill Rd
309.000-1-28	G. Warren	Hamblet	IV 4995 Hill Rd
309.000-1-35.3	David F	Halay	0 Hill Rd
309.000-1-29	Paul S	Levitt	5001 Hill Rd
309.000-1-35.2	Christopher P	Kimball	5028 Hill Rd
310.000-1-55.3	Kevin W	Oatman	5002 Fox Rd
309.000-1-30	Lisa M	Walker	5011 Hill Rd
310.000-1-55.2	David G	Teepell	5018 Fox Rd
309.000-1-35.1	Harry A	Jackson	5036 Hill Rd
309.000-1-34	Mara L	Platt	5042 Hill Rd
309.000-1-32.2	Coral A	Guy	5035 Hill Rd
310.000-1-56	David	Burton	5028 Fox Rd
309.000-1-33	De'ette	Galarneau	5052 Hill Rd
310.000-1-54.1	Donald E	Grogan	5011 Fox Rd
310.000-1-57	Steven J	Blair	5040 Fox Rd
309.000-1-31	Allen J	Baksa	5027 Hill Rd
310.000-1-54.3	Gerald N	Dowling	5056 Hill Rd
309.000-1-32.1	Coral A	Guy	5043 Hill Rd
310.000-1-54.4	Lori	Smith	5060 Hill Rd
310.000-1-55.4	Kevin W	Oatman	0 Fox Rd
310.000-1-54.2	Sandra L	Eisenberg	5055 Fox Rd
310.000-1-58	Ralph J	Williams	5070 Hill Rd
310.000-1-1.9	David	Makarchuk	0 Hill Rd
310.000-1-1.8	Michael	Mowers	0 Hill Rd
309.000-1-25.1	John H	Paul	5019 Hill Rd
310.000-1-2	Michael	Mowers	5097 Hill Rd
310.000-1-1.3	Norman J	Reed	0 Hill Rd
310.000-1-1.7	Louis H	Friend	5112 Hill Rd
310.000-1-1.5	Steven W	Reed	5109 Hill Rd
309.000-1-24	Adelbert M	Miller	5049 Hill Rd
310.000-1-1.2	Robert J	Diana	5142 Hill Rd
310.000-1-4.2	Matthew C	Froass	5154 Hill Rd
310.000-1-1.6	Lisa E	Ellis	5147 Hill Rd
310.000-1-3	William R	Clark	5153 Hill Rd
310.000-1-4.3	Gary P	Bush	5166 Hill Rd
310.000-1-6	United States of America		0 Hill Rd
310.000-1-7	United States of America		0 Hill Rd
310.000-1-1.4	Steven W	Reed	0 Hill Rd
310.000-1-8	United States of America		0 Hill Rd
310.000-1-4.1	Paul A	Bush	5159 Hill Rd
311.000-2-1	Daniel E	Madore Jr	5197 NY Rt 31
310.000-1-5	Linda	Bush	5181 Hill Rd
298.000-1-51	United States of America		0 Hill Rd
299.000-1-38	Barbara	Manville	5196 NY Rt 31
298.000-1-50.11	United States of America		0 Hill Rd
298.000-1-50.10	Harold C	Williams	5262 Hill Rd
298.000-1-50.9	Mary Lou	Durr	0 Hill Rd
299.000-1-39	Gordon	Folts	5219 NY Rt 31
298.000-1-50.8	Jon W	Kio Jr	5280 Hill Rd
298.000-1-50.7	United States of America		0 Hill Rd
298.000-1-54	Mary Lou	Durr	5271 Hill Rd
298.000-1-50.6	Phillip T	Marmelstein	0 Hill Rd
299.000-1-36	Jennifer M	Wengert	5226 NY Rt 31
299.000-1-35	Antoinette	Rucci	5242 NY Rt 31
298.000-1-50.5	Stephen J	Baker Irr Trust	5314 Hill Rd
299.000-1-34	Todd J	Bauer	5236 NY Rt 31
298.000-1-50.4	Michael G	West	0 Hill Rd
298.000-1-55.2	Robert A	Urtz Jr	5221 Hill Rd
298.000-1-50.3	United States of America		0 Hill Rd
298.000-1-50.2	United States of America		0 Hill Rd

PROPERTIES SERVICED WITHIN SE

TAX ID	OWNER	LOCATION
298.000-1-50.1	United States of America	0 Hill Rd
298.000-1-15	United States of America	5379 Hill Rd
299.000-1-30	Gary E Donovan	5366 NY Rt 31
298.000-1-14	United States of America	0 Conley Rd
299.000-1-29	Gary Donovan	5375 NY Rt 31
299.000-1-28	Carol Tallarino	5382 NY Rt 31
299.000-1-27	United States of America	5404 NY Rt 31
299.000-1-1	United States of America	0 Spring Rd
299.001-1-42	Vito Fragola	5463 NY Rt 31
299.001-1-43	Timothy A La Manque	5469 NY Rt 31
299.001-1-44	Ann F Horodnick	5481 NY Rt 31
299.001-1-45	Joseph Kohl	5487 NY Rt 31
297.001-1-14.4	Theresa Dattmore	3300 Foster Corners Rd
299.001-1-46	Elizabeth M Thurston	5491 NY Rt 31
297.001-1-14.3	Thomas Gaudet	3312 Foster Corners Rd
299.001-1-47	Gregory D Pickerd	5495 NY Rt 31
297.001-1-2.9	William Barley	3428 Foster Corners Rd
297.001-1-13	Benjamin Vaccaro	3410 Foster Corners Rd
297.001-1-2.6	Joseph Kazlauskas	3394 Foster Corners Rd
297.001-1-14.1	Frank Kazlauskas	3387 Foster Corners Rd
297.001-1-14.2	Cheryl Williams	3348 Foster Corners Rd
296.002-1-18.2	Thomas Newkirk	5506 Canal St
297.001-1-14.3	Thomas Gaudet	3312 Foster Corners Rd
297.001-1-14.4	Theresa Dattmore	3300 Foster Corners Rd
296.002-1-17	Blencowe Living Trust	3238 Canal St
296.002-1-20	Jennifer Dehl	0 Foster Corners Rd
296.002-1-18.3	William G Frech Living Trust	0 Foster Corners Rd
296.002-1-18.4	Brandon Sodomick	3272 Foster Corners Rd
299.001-1-41	Howard Breckenridge	5456 NY Rt 31
297.001-1-2.4		
296.002-1-18.5		
286.003-3-39.1	Mark A Aiello	4898 Spring Rd
299.001-1-38	Howard Breckenridge	0 NY Rt 365
286.000-2-83.6	United States of America	0 Spring Rd
299.000-1-1	United States of America	0 Spring Rd
299.001-1-39	Howard Breckenridge	0 NY Rt 365
299.001-1-40.2	Robert C Breckenridge	0 NY Rt 365
310.000-1-60.1	National Grid	Power Line
299.001-1-41	Howard Breckenridge	5456 NY Rt 31
286.003-1-63	Howard Breckenridge	0 NY Rt 365
286.000-2-83.6	United States of America	0 Spring Rd
286.003-3-?	Oneida Indian Nation	
285.004-1-1.3	Paul Thomas	0 Frenchman Rd
286.003-2-1.1	Rock Road Associates LLC	5800 Rock Rd
286.003-2-1.2	Fire District Verona	0 Rock Rd
286.000-1-16.2	Rock Road Associates LLC	0 Country Dr
285.004-1-2	Family Limited Pavia	0 NY Rt 31
285.000-1-8.2	Wayne Kobler	0 Germany Rd

**EXHIBIT D**

**CITY CAPITAL COST SHARE OF TRANSMISSION MAIN  
INSIDE CITY BOUNDARY**

**EXHIBIT D - CITY CAPITAL COST SHARE OF TRANSMISSION MAIN INSIDE CITY BOUNDARY**

Ref. Article V.	Approximately 15,000 linear feet of new 16-inch transmission main, 19 mainline valves, 16 hydrants, 50 water services extended to curb stop and box at the highway right-of-way boundary, connections and appurtenances will be designed and constructed within the CITY'S corporate boundary under the PROJECT. Approximately 9,500 LF of this new infrastructure will mutually benefit the TOWN and CITY as part of the CITY'S planned Re-Phase 3 Water System Improvement project. As such, Section 6.6.1. of the TOWN'S PER/MPR outlines the PROJECT'S preliminary plan of finance wherein the CITY will pay a portion of the actual project capital cost of this new infrastructure to be installed within the CITY in an amount commensurate to benefit derived by the CITY, said cost share being proportionate to the approximate cost of 9,500 LF of 12" transmission main and appurtenances required to serve Re-Phase 3 and CITY only demands.
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**Estimated Probable Project Cost - 12" Transmission Main, Sta. 29+50 to 124+50**

Item	Description	Quantity	Unit	Unit Cost	Cost	Notes
1	12-IN. DIP WATER MAIN	9,500	LF	\$ 94.89	\$ 901,429	
2	12-IN. GATE VALVES	12	EA	\$ 3,500	\$ 42,000	VALVE SPACING 800 FT.
3	HYDRANT ASSEMBLY COMPLETE	16	EA	\$ 5,864	\$ 93,832	HYDRANT SPACING 600 FT.
4	3/4-IN. WATER SERVICE CONNECTION	50	EA	\$ 1,744	\$ 87,193	
<b>SUBTOTAL CONSTRUCTION COST</b>					<b>\$ 1,124,453</b>	
	MOBILIZATION			4%	\$ 44,978	Total Soft Cost = 26% of Subtotal Constr. Cost
	BOND, INSURANCE, GEN. CONDITIONS			1.75%	\$ 19,678	
	ENGINEERING, LEGAL, ADMIN			10%	\$ 112,445	
	CONTINGENCY			10%	\$ 112,445	
ESTIMATED TOTAL PROBABLE PROJECT COST (2018)					\$ 1,414,000	
ESCALATE TO MID-POINT OF CONSTRUCTION (2020)					3% \$ 1,500,000	3% PER YEAR
TOTAL UNIT COST (2018 PER FOOT)					\$ 148.84	

**Estimated Probable Project Cost - 16" Transmission Main, Sta. 29+50 to 124+50**

Item	Description	Quantity	Unit	Unit Cost	Cost	Notes
1	16-IN. DIP WATER MAIN	9,500	LF	\$ 118.17	\$ 1,122,607	
2	16-IN. GATE VALVES	12	EA	\$ 8,500	\$ 102,000	VALVE SPACING 800 FT.
3	HYDRANT ASSEMBLY COMPLETE	16	EA	\$ 5,864	\$ 93,832	HYDRANT SPACING 600 FT.
4	3/4-IN. WATER SERVICE CONNECTION	50	EA	\$ 1,744	\$ 87,193	
<b>SUBTOTAL CONSTRUCTION COST</b>					<b>\$ 1,405,631</b>	
	MOBILIZATION			4%	\$ 56,225	Total Soft Cost = 26% of Subtotal Constr. Cost
	BOND, INSURANCE, GEN. CONDITIONS			1.75%	\$ 24,599	
	ENGINEERING, LEGAL, ADMIN			10%	\$ 140,563	
	CONTINGENCY			10%	\$ 140,563	
ESTIMATED TOTAL PROBABLE PROJECT COST (2018)					\$ 1,767,581	
ESCALATE TO MID-POINT OF CONSTRUCTION (2020)					3% \$ 1,875,000	3% PER YEAR
TOTAL UNIT COST (2018 PER FOOT)					\$ 186.06	

**EXHIBIT E**

**MEMORANDUM - WATER USE RECORDS AND PROJECTED DEMANDS,  
VERONA WATER DISTRICT NO. 3; JUNE 5, 2019**

## Barton & Loguidice, D.P.C.

**Memo To:** Jack Dodson, P.E.  
City of Rome

**Date:** June 5, 2019

**From:** Kenneth M. Knutsen, P.E.  
Emily K. Procopio, I.E.

**Project No.:** 500.088.001  
**Phase No.:** 03

**Subject:** Water Use Records and Projected Demands  
Verona Water District Extension No. 3  
Verona, New York

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This Memorandum has been prepared in support of Article VI. *Water Usage Amount* and Article VII. *Water Rate and Fees* of the Agreement for the sale of potable water from the City of Rome to the Town of Verona for the above-referenced Project. The Project will be comprised of approximately 115,000 linear feet of new water transmission and distribution main and appurtenances, including a new water storage tank, booster pump station, and improvements to an existing Verona water storage tank to provide Rome drinking water to three (3) existing Verona Water Districts and the recently formed Verona Water District Extension No. 3, slated to be constructed and placed into service by Fall of 2021.

The above-referenced Articles in the Intermunicipal Agreement (IMA) collectively serve to establish the threshold water usage for the Town water districts, method of measurement, method of payment, etc. The water demands within the Town water districts are expected to increase during the 20-year planning period as outlined in the Town's *Preliminary Engineering Report and Map, Plan and Report*, dated April 2018, and the accompanying *Map and Plan for Improvement of Facilities*, dated May 2018. Accordingly, it is envisioned that the City and Town will negotiate a water purchase rate that considers current demands and anticipated increase in demands over time.

### **Town Water District Current Water Demands**

The Town of Verona currently owns and operates three (3) water districts, the Verona Water District, the Route 365 Water District, and the Durhamville Water District, each comprised of the following eight (8) water districts:

#### Verona Water District

- Sarenski Road/Tilden Hill Road Water District
- Sconodoa Road Water District
- Snyder Road Water District
- Verona Water District
- Verona Water District Extension No. 1
- Verona Water District Extension No. 2





Route 365 Water District

- Route 365 Water District

Durhamville Water District

- Durhamville Water District

The average daily residential and commercial water usage (demand) for the last three (3) years is summarized in Table 1.

**Table 1: Existing Verona Water Districts Average Daily Water Usage, 2017-2019**

Water District	2017		2018		2019 (as of 5/23/19)	
	Residential	Commercial	Residential	Commercial	Residential	Commercial
Verona	55,325	20,469 (4,814) <sup>1</sup>	55,325	22,470 (5,203) <sup>1</sup>	38,736	16,780 (3,962) <sup>1</sup>
Route 365	3,195	342,429 (320,597) <sup>1</sup>	2,829	335,901 (315,061) <sup>1</sup>	3,937	226,139 (213,246) <sup>1</sup>
Durhamville	23,456	1,006	23,558	1,038	17,510	894
Subtotals	81,976	363,904	81,712	359,409	60,183	243,813
Totals	445,880		441,121		303,996	

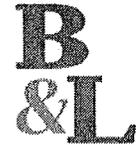
<sup>1</sup> Numbers in parenthesis represent the water usage by Oneida Indian Nation owned properties

The current total average daily demand for the Town of Verona’s water districts is 0.444 MGD; the estimated maximum daily demand is 0.888 MGD (i.e., 2 times ADD). Of that water usage, approximately 73% of it is attributable to the Oneida Indian Nation (the “Nation”) and its properties, including the Turning Stone Resort and Casino Complex within the Route 365 Water District. The Nation’s total current average daily demand is 0.323 MGD; the Nation’s estimated maximum daily demand is 0.646 MGD. Accordingly, current residential/commercial average and maximum daily demands are 0.121 MGD and 0.242 MGD, respectively.

**Verona Water District Extension No. 3 Projected Water Demands**

The Town of Verona recently formed the Verona Water District Extension No. 3 which will add approximately 517 Equivalent Dwelling Units (EDUs) to the Town water districts currently supplied with City of Oneida water. An EDU is the unit of measure by which a user is charged for public water service based on property class codes, water usage records as necessary and when available, and Real Property usage code. One (1) EDU shall be considered the “typical property”, or typical single-family residential dwelling that has an average daily water use of 200 gpd.

The estimated average daily demand of Verona Water District Extension No. 3 is summarized in Table 2.



**Table 2: Projected Initial Water Demands, Verona Water District Extension No. 3**

Water District	EDUs	Average Daily Demand (MGD) <sup>1</sup>	Max Daily Demand (MGD) <sup>2</sup>
Water District Extension No. 3	517	0.103	0.207

- 1 Average Daily Demand (ADD) is calculated based on water use of 200 gpd/EDU
- 2 Max Daily Demand (MDD) is 2x ADD

**Projected Water Demands during 20-Year Planning Period**

The Town cannot expand public water service beyond its current water district boundaries with its current City of Oneida water supply due to limits imposed under the Oneida-Verona water use agreement. It is anticipated that this project, once completed, will foster residential and commercial growth within and outside the existing Town water districts during the 20-year planning period, particularly at the Nation’s properties located within the Town water districts.

It is anticipated that the Town’s water customer base, not including Nation properties, will see a 20% increase in water demand over 20 years. It is further anticipated that the Nation will experience an 80% increase in water demand over 20 years, with the bulk of the demand centered around the Turning Stone Resort and Casino Complex. This anticipated 20-year growth is outlined in Table 3, broken down into 5-year increments beginning in 2022, the anticipated substantial completion date for the new water system.

**Table 3: Projected Increase in Demands During 20-Year Planning Period**

Customer	Current Demands (MGD) <sup>1</sup>	Planning Period #1 (2022-2026)	Planning Period #2 (2027-2031)	Planning Period #3 (2032-2036)	Planning Period #4 (2037-2041)
Town Users	0.224	0.235 (5%)	0.247 (5%)	0.259 (5%)	0.272 (5%)
Nation	0.323	0.371 (15%)	0.427 (15%)	0.513 (20%)	0.666 (30%)
Total ADDs	0.547	0.606 (11%)	0.674 (11%)	0.772 (15%)	0.938 (22%)
Total MDDs	1.09	1.21	1.35	1.54	1.88

1 Current Demands include initial customers/connections for 517 EDUs in WD Ext. No. 3

**Quarterly Water Demands (Raw Data Tables)**

Article VI. *Water Usage Amount* in the City’s draft IMA “template” provided to the Town of Verona further considers the “Quarterly Usage Amount” as a means of establishing maximum monthly and quarterly volumes metered to the outside Town user. It is our understanding that the City would like to bill the Town on a monthly basis, based on Town Master Meter readings (refer to IMA Article VI.(b)). The Town currently bills its commercial customers monthly, and its residential customers quarterly. Metered flow data for the period August 1, 2016 through April 30, 2019 is summarized in the tables below.



**2019 (as of 5/23/19)**

Water District	Verona WD (SW1)		Rte 365 WD (SW4)		Durhamville (SW2)		
	Residential	Commercial	Residential	Commercial	Residential	Commercial	
8/31/2018		693,110		12,213,290		11,520	
9/30/2018	940,950	743,180	311,250	12,167,350	2,407,992	33,280	
10/31/2018	4,107,870	680,790		9,475,420		46,260	
11/30/2018		646,480		8,906,520		33,770	
12/31/2018	820,640	572,310	239,680	7,091,330	2,086,499	28,760	
1/31/2019	4,190,180	776,610		8,159,700		43,740	
2/28/2019		508,610		6,334,760		25,880	
3/31/2019	752,180	702,420	885,900	9,865,790	1,896,580	73,390	
4/30/2019	3,545,960	801,180		8,309,180		29,840	
5/31/2019		0		0		0	
6/30/2019		0		0		0	
7/31/2019		0		0		0	<b>TOTALS</b>
Yearly	14,357,780	6,124,690	1,436,830	82,523,340	6,391,071	326,440	111,160,151
Qtr 1 (Jan.- Mar.)	4,942,360	1,987,640	885,900	24,360,250	1,896,580	143,010	34,215,740
Qtr 2 (Apr.- Jun.)	3,545,960	801,180	0	8,309,180	0	29,840	12,686,160
Qtr 3 (Jul.- Sept.)	940,950	1,436,290	311,250	24,380,640	2,407,992	44,800	29,521,922
Qtr 4 (Oct.- Dec.)	4,928,510	1,899,580	239,680	25,473,270	2,086,499	108,790	34,736,329

Red Font denotes Maximum Monthly Demand for Commercial Users only



**2018**

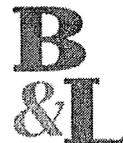
Water District	Verona WD (SW1)		Rte 365 WD (SW4)		Durhamville (SW2)		
	Residential	Commercial	Residential	Commercial	Residential	Commercial	
8/31/2017	0	611,610		11,746,840		8,560	
9/30/2017	905,770	692,790	299,110	11,548,240	2,406,120	37,780	
10/31/2017	4,309,752	713,100		9,141,090		41,330	
11/30/2017	0	619,540		8,022,400		39,050	
12/31/2017	865,580	650,980	260,540	8,670,060	2,078,140	34,220	
1/31/2018	4,122,247	670,950		8,414,870		33,830	
2/28/2018	0	605,600		8,814,940		26,710	
3/31/2018	805,450	702,600	226,560	9,146,580	2,022,889	48,350	
4/30/2018	3,807,275	654,120		9,538,890		28,810	
5/31/2018	0	720,720		12,057,470		37,540	
6/30/2018	893,270	703,142	246,210	11,081,270	2,091,699	34,040	
7/31/2018	0	856,330		14,136,840		8,700	<b>TOTALS</b>
Yearly	15,709,344	8,201,482	1,032,420	122,319,490	8,598,848	378,920	156,240,504
Qtr 1 (Jan.-Mar.)	4,927,697	1,979,150	226,560	26,376,390	2,022,889	108,890	35,641,576
Qtr 2 (Apr.-Jun.)	4,700,545	2,077,982	246,210	32,677,630	2,091,699	100,390	41,894,456
Qtr 3 (Jul.-Sept.)	905,770	2,160,730	299,110	37,431,920	2,406,120	55,040	43,258,690
Qtr 4 (Oct.-Dec.)	5,175,332	1,983,620	260,540	25,833,550	2,078,140	114,600	35,445,782

Red Font denotes Maximum Monthly Demand for Commercial Users only

**2017**

Water District	Verona WD (SW1)		Rte 365 WD (SW4)		Durhamville (SW2)		
	Residential	Commercial	Residential	Commercial	Residential	Commercial	
8/31/2016	0	638,360		14,062,540		4,700	
9/30/2016	926,360	702,830	338,550	12,201,290	2,390,510	8,450	
10/31/2016	4,110,213	597,130		9,315,040		7,870	
11/30/2016	0	529,950		8,112,220		12,340	
12/31/2016	858,820	571,650	341,159	8,800,520	2,151,880	9,060	
1/31/2017	4,218,618	578,750		8,297,720		3,970	
2/28/2017	0	554,410		8,204,520		4,150	
3/31/2017	821,730	737,890	237,090	10,000,220	1,976,320	4,190	
4/30/2017	3,869,185	583,060		9,531,510		4,640	
5/31/2017	0	701,850		10,403,100		5,830	
6/30/2017	874,020	586,980	249,200	12,342,540	2,042,550	6,240	
7/31/2017	4,514,571	688,310		13,485,860		6,600	<b>TOTALS</b>
Yearly	20,193,517	7,471,170	1,165,999	124,757,080	8,561,260	78,040	162,227,066
Qtr 1 (Jan.-Mar.)	5,040,348	1,871,050	237,090	26,502,460	1,976,320	12,310	35,639,578
Qtr 2 (Apr.-Jun.)	4,743,205	1,871,890	249,200	32,277,150	2,042,550	16,710	41,200,705
Qtr 3 (Jul.-Sept.)	5,440,931	2,029,500	338,550	39,749,690	2,390,510	19,750	49,968,931
Qtr 4 (Oct.-Dec.)	4,969,033	1,698,730	341,159	26,227,780	2,151,880	29,270	35,417,852

Red Font denotes Maximum Monthly Demand for Commercial Users only



The following table summarizes the existing (excludes new WD Ext. No. 3) total quarterly demands for the water use data period, along with minimum quarterly demands, maximum quarterly demands, and average quarterly demands.

Quarter	2017	2018	2019	Min. Quarter	Max. Quarter	Avg. Quarter	% Total
Qtr 1 (Jan.-Mar.)	35,639,578	35,641,576	34,215,740	34,215,740	35,641,576	35,165,600	22%
Qtr 2 (Apr.-Jun.)	41,200,705	41,894,456	12,686,160	41,200,705	41,894,456	41,547,600	26%
Qtr 3 (Jul.-Sept.)	49,968,931	43,258,690	29,521,922	43,258,690	49,968,931	46,613,800	29%
Qtr 4 (Oct.-Dec.)	35,417,852	35,445,782	34,736,329	34,736,329	35,445,782	35,200,000	22%
Yearly Totals	162,227,066	156,240,504	111,160,151	153,411,464	162,950,745	158,527,000	100%

Red Font represents partial data set – not included in min., max., and avg. quarters

Adding anticipated initial quarterly “adjusted” demands for WD Extension No. 3 to the above current demands results in the following quarterly projections:

Quarter	WD Ext. No. 3 (Avg.)	Min. Quarter	Max. Quarter	Avg. Quarter
Qtr 1 (Jan.-Mar.)	8,339,593 (22%)	42,555,333	43,981,169	43,268,251
Qtr 2 (Apr.-Jun.)	9,853,098 (26%)	51,053,803	51,747,554	51,400,678
Qtr 3 (Jul.-Sept.)	11,054,557 (29%)	54,313,247	61,023,488	57,668,368
Qtr 4 (Oct.-Dec.)	8,347,751 (22%)	43,084,080	43,793,533	43,438,807
Yearly Totals	37,595,000	191,006,464	200,545,745	195,776,105

Based on the above, the following Usage Amounts are recommended for Planning Period #1 (2022-2026) under Article VI. Water Usage Amount in the IMA, accounting for an average demand increase of 11% over current demands:



Quarter	Current Max. Quarterly Usage Amount	Current Rounded Quarterly Usage Amounts	Proposed IMA Quarterly Usage Amount, Period #1 2022-2026 (1)
Qtr 1 (Jan.-Mar.)	43,981,169	44,000,000	48,840,000
Qtr 2 (Apr.-Jun.)	51,747,554	52,000,000	57,720,000
Qtr 3 (Jul.-Sept.)	61,023,488	61,100,000	67,821,000
Qtr 4 (Oct.-Dec.)	43,793,533	44,000,000	48,840,000
<b>Maximum Annual Amount</b>	200,545,745	201,100,000	223,221,000
<b>Maximum Monthly Amount (2) (Equiv. Avg. Daily Amount)</b>	20,341,162 (678,040)	20,366,700 (678,890)	22,607,000 (753,570)

(1) Calculated as: (Rounded Quart. Usage Amount) x 1.11% for Period #1

(2) Calculated as: Max. Qtr 3 (Jul.-Sept.) / 3 months

/tlh