

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

AS OPERATING IN ACCORDANCE WITH THE GOVERNOR'S EXECUTIVE ORDER 202.1, AND DUE TO THE CLOSURE OF ROME CITY HALL TO THE PUBLIC, THE COMMON COUNCIL MEETING WILL BE CONDUCTED REMOTELY VIA WEBEX AUDIO STREAM VIA TELEPHONE CALL-IN NUMBER **1-408-418-9388**, ACCESS CODE **715 015 581 #**. ALL MEMBERS OF THE PUBLIC THAT WISH TO COMMENT ON A PARTICULAR AGENDA ITEM SHOULD DO SO IN WRITING TO JGRANDE@ROMECITYGOV.COM NO LATER THAN 24 HOURS PRIOR TO THE MEETING. ALL COMMENTS RECEIVED WILL BE READ INTO THE PUBLIC RECORD DURING THE PUBLIC COMMENT PORTION OF THE MEETING.

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

**MAY 28, 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

- Are there any written public comments?

5. REPORT OF DEPARTMENT HEADS

6. RESOLUTIONS

RES. NO. 83 AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH BARRETT PAVING MATERIALS FOR AN AMOUNT NOT TO EXCEED \$1,969,842.21. **Conover**

RES. NO. 84 AUTHORIZING THE CITY CLERK TO ADVERTISE FOR BIDS FOR AIR MONITORING AND SAMPLING PROFESSIONAL SERVICES (RFB-2020-006). **Andrews**

RES. NO. 85 AUTHORIZING THE CITY CLERK TO ADVERTISE FOR BIDS FOR SURVEY AND SAMPLING PROFESSIONAL SERVICES FOR ASBESTOS CONTAINING MATERIAL (RFB-2020-005). **Andrews**

RES. NO. 86 AUTHORIZING AN INTERMUNICIPAL AGREEMENT WITH THE COUNTY OF ONEIDA RELATIVE TO ROADSIDE MOWING TO BE PROVIDED BY THE CITY OF ROME (REIMBURSEMENT OF \$6,968.00). **Conover**

RES. NO. 87 AUTHORIZING THE SALE OF A PORTION OF PROPERTY FORMERLY KNOWN AS ROD MILL PARCEL LOCATED ON HARBOR WAY TO THE ROME INDUSTRIAL DEVELOPMENT CORPORATION (RIDC) TO FACILITATE REDEVELOPMENT OF THE SITE. **Andrews**

RES. NO. 88 AUTHORIZING THE CORPORATION COUNSEL TO SETTLE TAX CERTIORARI PROCEEDING. **Feeney**

7. TABLED RESOLUTIONS

8. ADJOURNMENT

RESOLUTION NO. 83

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO
ENTER INTO AN AGREEMENT WITH BARRETT PAVING MATERIALS
FOR AN AMOUNT NOT TO EXCEED \$1,969,842.21.**

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 Barrett Paving and Materials of Liverpool, New York, for the 2020 Cold Milling and Resurfacing Project, for a total amount not to exceed to \$1,969,842.21; 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 Barrett Paving and Materials of Liverpool, New York, for the 2020 Cold Milling and Resurfacing Project, for a total amount not to exceed to \$1,969,842.21, said agreement shall become effective upon execution by the parties and shall expire upon completion of the work, pursuant to the attached bid documents, which are made part of this Resolution.

Seconded by _____.

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

ADOPTED _____ DEFEATED _____

2020 COLDMING AND RESURFACING CANVAS

Item #	CONTRACTOR	Description Of Worked Performed	Contract Quantity	Unit	Barrett Paving Materials Inc.		DeJomity Products Co.		Alliance Paving Materials		Peter Laatz and Bros.	
					Contract Unit Price	Contract Extension	Contract Unit Price	Contract Extension	Contract Unit Price	Contract Extension	Contract Unit Price	Contract Extension
1.00		Undersurface Excavation	150.00	CY	\$10.00	\$1,500.00	\$44.00	\$6,600.00	\$20.00	\$3,000.00	\$57.00	\$8,550.00
4.10		Graveling Street Surface - Range of 1/2" to 1 1/2"	15000.00	SY	\$1.70	\$25,500.00	\$1.63	\$24,450.00	\$1.65	\$24,750.00	\$1.50	\$22,500.00
4.10S		Graveling Street Surface - Range of 1/2" to 1 1/2"	33000.00	SY	\$1.45	\$47,850.00	\$1.57	\$51,810.00	\$1.30	\$42,900.00	\$1.60	\$52,800.00
4.20		Graveling Street Surface - Range of 1 1/2" to 2"	19000.00	SY	\$1.95	\$37,250.00	\$1.81	\$27,150.00	\$1.75	\$26,250.00	\$2.35	\$35,250.00
4.20S		Graveling Street Surface - Range of 1 1/2" to 2"	35400.00	SY	\$1.55	\$54,870.00	\$1.64	\$58,056.00	\$1.35	\$47,790.00	\$1.45	\$51,330.00
4.30		Graveling Street Surface - Range of 2" to 3"	500.00	SY	\$10.00	\$5,000.00	\$13.00	\$6,500.00	\$10.00	\$5,000.00	\$17.00	\$8,500.00
4.30S		Graveling Street Surface - Range of 2" to 3"	1600.00	SY	\$2.40	\$3,840.00	\$7.00	\$11,200.00	\$4.00	\$6,400.00	\$3.50	\$5,600.00
13.2		1/2" PCC (2000) Concrete on Mass	50.00	LF	\$25.00	\$1,250.00	\$12.00	\$600.00	\$20.00	\$1,000.00	\$80.00	\$4,000.00
13.3		1/2" PCC (2000) Concrete on Mass	50.00	LF	\$25.00	\$1,250.00	\$15.00	\$750.00	\$25.00	\$1,250.00	\$90.00	\$4,500.00
13.4		1/2" PCC (2000) Concrete on Mass	50.00	LF	\$30.00	\$1,500.00	\$20.00	\$1,000.00	\$30.00	\$1,500.00	\$80.00	\$4,000.00
13.5		1/2" PCC (2000) Concrete on Mass	50.00	LF	\$25.00	\$1,250.00	\$10.00	\$500.00	\$30.00	\$1,500.00	\$40.00	\$2,000.00
13.6		1/2" PCC (2000) Concrete on Mass	450.00	CY	\$35.00	\$15,750.00	\$40.00	\$18,000.00	\$30.00	\$13,500.00	\$10.00	\$4,500.00
20.0		Base Coat - 1/2" to 1" (1/2" to 1" Depth) - 1/2" to 1" (1/2" to 1" Depth)	5.00	EA	\$60.00	\$300.00	\$70.00	\$350.00	\$50.00	\$250.00	\$70.00	\$350.00
22.0		Base Coat - 1/2" to 1" (1/2" to 1" Depth) - 1/2" to 1" (1/2" to 1" Depth)	16.00	EA	\$395.00	\$6,320.00	\$425.00	\$6,800.00	\$300.00	\$4,800.00	\$900.00	\$14,400.00
22.1		Base Coat - 1/2" to 1" (1/2" to 1" Depth) - 1/2" to 1" (1/2" to 1" Depth)	50.00	EA	\$550.00	\$27,500.00	\$750.00	\$37,500.00	\$600.00	\$30,000.00	\$550.00	\$27,500.00
22.2		Base Coat - 1/2" to 1" (1/2" to 1" Depth) - 1/2" to 1" (1/2" to 1" Depth)	26.00	EA	\$625.00	\$16,250.00	\$750.00	\$19,500.00	\$850.00	\$22,100.00	\$600.00	\$20,000.00
22.3		Base Coat - 1/2" to 1" (1/2" to 1" Depth) - 1/2" to 1" (1/2" to 1" Depth)	3.00	EA	\$180.00	\$540.00	\$175.00	\$525.00	\$350.00	\$1,050.00	\$170.00	\$510.00
24.1		1/2" PCC (2000) Concrete on Mass	400.00	LF	\$47.00	\$18,800.00	\$48.00	\$19,200.00	\$40.00	\$16,000.00	\$50.00	\$20,000.00
24.11		1/2" PCC (2000) Concrete on Mass	1100.00	LF	\$40.00	\$44,000.00	\$43.00	\$47,300.00	\$25.00	\$27,500.00	\$50.00	\$55,000.00
25.0		1/2" PCC (2000) Concrete on Mass	14000.00	YAL	\$4.20	\$58,800.00	\$5.00	\$70,000.00	\$5.50	\$77,000.00	\$5.00	\$70,000.00
26.0		1/2" PCC (2000) Concrete on Mass	7500.00	TON	\$50.00	\$375,000.00	\$52.00	\$390,000.00	\$64.00	\$480,000.00	\$82.00	\$615,000.00
26.1		1/2" PCC (2000) Concrete on Mass	250.00	TON	\$100.00	\$25,000.00	\$130.00	\$32,500.00	\$165.00	\$41,250.00	\$150.00	\$37,500.00
26.2		1/2" PCC (2000) Concrete on Mass	8900.00	TON	\$62.00	\$551,800.00	\$63.00	\$560,700.00	\$74.00	\$658,600.00	\$70.00	\$623,000.00
26.3		1/2" PCC (2000) Concrete on Mass	100.00	TON	\$125.00	\$12,500.00	\$130.00	\$13,000.00	\$185.00	\$18,500.00	\$150.00	\$15,000.00
26.4		1/2" PCC (2000) Concrete on Mass	2800.00	TON	\$62.00	\$173,600.00	\$63.00	\$176,400.00	\$76.00	\$212,800.00	\$70.00	\$196,000.00
26.5		1/2" PCC (2000) Concrete on Mass	350.00	TON	\$26.00	\$9,100.00	\$16.00	\$5,600.00	\$25.00	\$8,750.00	\$37.00	\$12,950.00
26.6		1/2" PCC (2000) Concrete on Mass	6000.00	SP	\$11.50	\$69,000.00	\$15.00	\$90,000.00	\$11.00	\$66,000.00	\$12.00	\$72,000.00
26.7		1/2" PCC (2000) Concrete on Mass	755.00	SP	\$40.00	\$30,200.00	\$40.00	\$30,200.00	\$35.00	\$26,425.00	\$21.00	\$15,855.00
26.8		1/2" PCC (2000) Concrete on Mass	1200.00	SP	\$7.00	\$8,400.00	\$14.00	\$16,800.00	\$12.00	\$14,400.00	\$5.00	\$6,000.00
26.9		1/2" PCC (2000) Concrete on Mass	1.00	EA	\$715.00	\$715.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00
27.0		1/2" PCC (2000) Concrete on Mass	400.00	TON	\$23.00	\$9,200.00	\$14.00	\$5,600.00	\$20.00	\$8,000.00	\$50.00	\$20,000.00
28.0		1/2" PCC (2000) Concrete on Mass	300.00	SP	\$12.00	\$3,600.00	\$28.00	\$8,400.00	\$19.00	\$5,700.00	\$50.00	\$15,000.00
28.1		1/2" PCC (2000) Concrete on Mass	825.00	SP	\$5.00	\$4,125.00	\$9.50	\$7,837.50	\$2.00	\$1,650.00	\$1.00	\$825.00
28.2		1/2" PCC (2000) Concrete on Mass	20.00	LF	\$100.00	\$2,000.00	\$125.00	\$2,500.00	\$100.00	\$2,000.00	\$80.00	\$1,600.00
114.1		1/2" PCC (2000) Concrete on Mass	125.00	LF	\$28.00	\$3,500.00	\$45.00	\$5,625.00	\$60.00	\$7,500.00	\$47.00	\$5,875.00
163.0		1/2" PCC (2000) Concrete on Mass	1000.00	SP	\$36.00	\$36,000.00	\$50.00	\$50,000.00	\$50.00	\$50,000.00	\$25.00	\$25,000.00
193.0		1/2" PCC (2000) Concrete on Mass	3.00	EA	\$2,500.00	\$7,500.00	\$4,100.00	\$12,300.00	\$2,500.00	\$7,500.00	\$3,400.00	\$10,200.00
193.0		1/2" PCC (2000) Concrete on Mass	3.00	SP	\$300.00	\$900.00	\$250.00	\$750.00	\$400.00	\$1,200.00	\$3,400.00	\$10,200.00
193.0		1/2" PCC (2000) Concrete on Mass	24.00	WF	\$560.00	\$13,440.00	\$850.00	\$20,400.00	\$600.00	\$14,400.00	\$550.00	\$13,200.00
282.2		1/2" PCC (2000) Concrete on Mass	6.00	GA	\$33.00	\$198.00	\$30.00	\$180.00	\$30.00	\$180.00	\$35.00	\$210.00
282.3		1/2" PCC (2000) Concrete on Mass	8.00	GA	\$40.00	\$320.00	\$35.00	\$280.00	\$40.00	\$320.00	\$38.00	\$304.00
282.4		1/2" PCC (2000) Concrete on Mass	4.00	GA	\$38.00	\$152.00	\$55.00	\$220.00	\$50.00	\$200.00	\$45.00	\$180.00
2000.0		Subtotal	400.00	SP	\$25.00	\$10,000.00	\$10.00	\$4,000.00	\$25.00	\$10,000.00	\$20.00	\$8,000.00
SUBTOTAL						\$1,724,155.00		\$1,849,758.50		\$2,024,015.00		\$1,972,839.00

SUBTOTAL

234	Maintenance and Protection of Traffic				\$169,814.05		\$74,000.00		\$80,000.00		\$110,000.00
				Subtotal	\$1,894,029.05		\$1,923,758.50		\$2,104,015.00		\$2,082,839.00
234	Mobilization must not exceed 4% of subtotal				\$75,763.16		\$49,000.00		\$49,500.00		\$82,000.00
				Total	\$1,969,842.21		\$1,972,758.50		\$2,153,515.00		\$2,164,839.00

RESOLUTION NO. 84

**AUTHORIZING THE CITY CLERK TO ADVERTISE FOR BIDS
FOR AIR MONITORING AND SAMPLING PROFESSIONAL SERVICES
(RFB-2020-006).**

By _____:

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that the City Clerk is hereby authorized and directed to advertise for bids for air monitoring and sampling professional services; and

BE IT FURTHER RESOLVED, that such bids shall be returned to the Office of the City Clerk, 1st floor, Rome City Hall, no later than 3:00 p.m. on June 11, 2020, said bids to be opened in the Common Council Chambers, 2nd floor, Rome City Hall, at 3:00 p.m. on the same date and shall be opened by the City of Rome Purchasing Agent, and

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

Seconded by _____.

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

ADOPTED _____ DEFEATED _____

RESOLUTION NO. 85

**AUTHORIZING THE CITY CLERK TO ADVERTISE FOR BIDS
FOR SURVEY AND SAMPLING PROFESSIONAL SERVICES FOR ASBESTOS
CONTAINING MATERIAL (RFB-2020-005).**

By _____:

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that the City Clerk is hereby authorized and directed to advertise for bids for survey and sampling professional services for asbestos containing materials; and

BE IT FURTHER RESOLVED, that such bids shall be returned to the Office of the City Clerk, 1st floor, Rome City Hall, no later than 3:00 p.m. on June 11, 2020, said bids to be opened in the Common Council Chambers, 2nd floor, Rome City Hall, at 3:00 p.m. on the same date and shall be opened by the City of Rome Purchasing Agent, and

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

Seconded by_____.

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

ADOPTED _____ DEFEATED _____

RESOLUTION NO. 86

AUTHORIZING AN INTERMUNICIPAL AGREEMENT WITH THE COUNTY OF ONEIDA RELATIVE TO ROADSIDE MOWING TO BE PROVIDED BY THE CITY OF ROME (REIMBURSEMENT OF \$6,968.00).

By _____:

WHEREAS, the County of Oneida has approached the City of Rome with a proposal whereby the City will expend City labor and equipment for roadside mowing on the improved County Road System, with the City of Rome to be reimbursed by the County of Oneida at an amount not to exceed \$6,968.00 for the term of the proposed agreement, namely, May 1, 2020 through November 1, 2020; and

WHEREAS, Butch Conover, Commissioner of Public Works for the City of Rome has requested that an agreement be entered into between the City of Rome and the County of Oneida for the City's roadside mowing on the improved County Road System; now, therefore,

BE IT RESOLVED, that the Mayor of the City of Rome be and is hereby authorized to enter into an agreement between the City of Rome and the County of Oneida whereby the City of Rome will provide roadside mowing on a total of 17.42 miles of the improved County Road System within the City of Rome, New York, from May 1, 2020 through November 1, 2020, with the City to furnish labor and equipment at a rate of \$400.00 per mile for labor and equipment, see Roadside Mowing Agreement attached hereto, with a total reimbursement by the County to the City of Rome in an amount not to exceed \$6,968.00.

Seconded by _____.

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

ADOPTED _____ DEFEATED _____

INTERMUNICIPAL AGREEMENT FOR MOWING 2020

THIS AGREEMENT, by and between the County of Oneida (hereinafter referred to as the "County"), a municipal corporation organized and existing pursuant to the laws of the State of New York, with principal offices located at 800 Park Avenue, Utica, New York 13501, and the City of Rome (hereinafter referred to as the "Town"), a municipal corporation organized and existing pursuant to the laws of the State of New York, with principal offices located at 198 North Washington Street, Rome, New York 13440 (each a Party and collectively the "Parties").

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

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

WHEREAS, the Oneida County Board of Legislators has adopted a resolution approving this Agreement;

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the Parties agree as follows:

1. TERM

1.1 The term of this Agreement shall be from May 1, 2020, to November 1, 2020.

1.2 This Agreement is not renewable and the County reserves the right to seek the same or similar services from third parties.

2. SCOPE OF WORK

2.1 The Town shall mow, cut down, or otherwise remove grass, weeds, and shrubs from the right-of-way of certain roads (hereinafter referred to as the "Work").

2.2 The Parties hereby agree that said roads consist of 17.42 miles of improved County roads located within the geographical boundaries of Town, further described in the 2019 New York State Department of Transportation Local Roads Listing, attached hereto and made a part hereof as **EXHIBIT A**.

2.3 The Town shall furnish, at its own cost and expense, all labor, superintendence, insurance, machinery, equipment, materials, tools, and fuel necessary to timely and fully provide the Work pursuant to the best practices within the industry.

2.4 The Town shall mow the right-of-way portions of the Roads in the following order:

2.4.1 The first pass shall include ditches and around all intersections and driveways;

2.4.2 The second pass shall include all of the County's right-of-way, as practical; and

2.4.3 A third pass shall be at the option of the County's Deputy Commissioner of Highways and Bridges, or his designee, and shall include ditches and around all intersections and driveways.

3. PERFORMANCE OF WORK

3.1 The Town shall secure and maintain safe Work sites and conditions in accordance with all applicable State and Federal law. In particular, the Town shall erect and properly maintain warning signs and traffic control devices pursuant to the *Manual on Uniform Traffic Control Devices for Streets and Highways*.

3.2 The Town shall secure all permits required to perform its duties under this Agreement and shall comply with all applicable Federal, State, County and Municipal laws, rules, ordinances and regulations.

3.3 The Town shall be responsible for providing its employees and/or subcontractors all safety equipment necessary. It shall take all appropriate precautions for the safety of employees on the Work site and shall comply with all applicable provisions of Federal, State and Local regulations, ordinances and codes.

3.4 The Town represents that its employees and/or subcontractors are licensed (as applicable) and have the specialized skill, experience, and ability to perform the Work.

3.5 The Town shall be solely responsible for the performance of the Work by its employees and/or subcontractors, in compliance with this Agreement.

4. PAYMENT

4.1 The County shall pay the Town the sum of Four Hundred Dollars (~~\$400.00~~) per mile, for a total cost not to exceed Six Thousand Nine Hundred Sixty-eight Dollars (\$6,968.00).

4.2 The County shall provide payment to the Town on a Work completed basis. In order to receive payment, the Town shall submit a detailed invoice to the County that provides the dates, locations, equipment, and labor used by the Town to complete the Work.

4.3 The County shall have no liabilities to the Town other than the amount specified above.

4.4 The County shall not be liable for late fees or interest on late payments.

4.5 The County reserves the right to offset payment under this Agreement due to Town's failure to perform its obligations under this Agreement, or for damages to the County.

4.6 It is understood and agreed that the County shall not be responsible for any costs incurred by the Town prior to the effective date or following the termination date of this Agreement.

5. NON-ASSIGNMENT

5.1 Each Party agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or of its right, title or interest therein, or its power to execute this Agreement, to any other person, corporation or entity without the previous consent, in writing, of the other Party.

6. SUBCONTRACTS

6.1 The Town may, at Town's own expense, employ or engage the services of such employees and/or subcontractors as it deems necessary to perform the Work.

6.2 A subcontractor is a person who has an agreement with the Town to perform any of the Work described herein.

6.3 The Town agrees to furnish to the County, prior to the execution of this Agreement, a list of names of subcontractor(s) to whom the Town proposes to award any portion of the Work. The County shall be provided a copy of any and all agreement(s) between the Town and any subcontractor(s) regarding the award of any portion of the Work within ten (10) days of their final execution.

6.4 Agreements between the Town and the subcontractor shall be in accordance with the terms of this Agreement and shall include the conditions of this Agreement including all Exhibits.

7. INDEMNIFICATION

7.1 The obligations of the Town under this section shall survive any expiration or termination of this Agreement, and shall not be limited by any enumeration herein of required insurance coverage.

7.2 To the fullest extent permitted by law, the Town agrees that it shall defend, indemnify and hold harmless the County and its respective officers, directors, members, agents, employees, and other representatives, from and against all liability, damages, expenses, costs, causes of actions, suits, losses, claims or judgments arising from property damage, personal injuries or death to persons arising from or out of the Work of the Town and its agents, servants or employees, and from any loss or damage arising from the acts or failure to act or any default or negligence by the Town or failure on the part of the Town to comply with any of the covenants, terms or conditions of this Agreement. The Town shall not be required to defend and indemnify the County against claims alleging negligent acts of commission or omission attributable solely to the County, including claims alleging negligent design or signing of the roads. The Town further shall save the County harmless from all claims for labor or materials used in the Town's performance under this Agreement.

8. INSURANCE REQUIREMENTS

- 8.1 The Town shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.
- 8.2 Commercial General Liability (CGL) coverage with limits of not less than One Million Dollars (\$1,000,000) each occurrence, and Two Million Dollars (\$2,000,000) Annual Aggregate. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, XCU, independent contracts, products, pollution, completed operations, personal and advertising injury. The County shall be included as an additional insured, on a primary and non-contributing basis before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured. Contactor shall maintain said CGL coverage for itself and the additional insured for the duration of the Contract Period, and maintain completed operations coverage for itself and the additional insured for at least three (3) years after completion.
- 8.3 Workers' Compensation and Employer's Liability, pursuant to statutory limits.
- 8.4 Business Automobile Liability with limits of at least One Million Dollars (\$1,000,000) each accident. Coverage must include liability arising out of all owned, leased, hired and non-owned automobiles. County shall be included as an additional insured on a primary and non-contributing basis.
- 8.5 Commercial Umbrella coverage with limits of at least Three Million Dollars (\$3,000,000) each occurrence. The County shall be included as an additional insured. Umbrella coverage for such additional insured shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured.
- 8.6 Waiver of Subrogation: The Contractor waives all rights against the County and its agents, officers, and employees for recovery of damages to the extent these damages are covered by insurance maintained per requirements stated above.
- 8.7 The County shall not execute this Agreement until certificates evidencing the insurance required by this Section have been provided. The certificates shall be on forms approved by the County, and shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to the County. Acceptance of the certificates shall not relieve the Contractor of any of the insurance requirements, nor decrease the liability of the Contractor. The County reserves the right to require the Contractor to provide insurance

policies for review by the County. The Contractor grants the County a limited power of attorney to communicate with the Contractor's insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

9. INDEPENDENT CONTRACTOR STATUS

- 9.1 For the purposes of this paragraph only, the term "Contractor" shall be broadly construed to include the Town and its subcontractor(s), and all of their collective employees, agents, officers, servants and any of their other personnel. The relationship of the Contractor to the County shall be that of an independent contractor. The Contractor shall not be deemed an employee of the County and therefore shall not make any claim, demand or application for any employee benefit including, but not limited to, unemployment insurance, workers' compensation, retirement, paid absence, or health insurance. The Contractor covenants and agrees that it will conduct itself in accordance with its status as an independent contractor, and shall not hold itself out as, nor claim to be, officers or employees of the County. The Contractor has no authority to enter into contracts that bind the County or create obligations on the part of the County. Both the County and the Contractor shall have the right to participate in any conference, discussion or negotiation with any governmental agency regarding the Contractor's status as an independent contractor.
- 9.2 The County shall not make any withholding from payments for taxes or any other obligations. The Town shall be solely responsible for all applicable taxes, payroll deductions, workers' compensation insurance, and provision of health insurance where required. The Town shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.

10. TERMINATION

- 10.1 The County shall give written notice to the Town of any breach of the terms and conditions of this Agreement. The Town shall have seventy-two (72) hours to cure any breach and provide documentation to the County as to the cure. In the event that the Town has failed to cure the breach after seventy-two (72) hours, the County may immediately terminate this Agreement and no liability shall be incurred by or arise against the County, its agents and employees therefore for lost profits or any other damages.
- 10.2 Either Party may terminate this Agreement, with or without cause, by giving thirty (30) days written notice of termination to the Town. This provision should not be understood as waiving the County's right to terminate the Agreement for cause or immediately stop Work for unsatisfactory Work, but is supplementary to that provision.

10.3 The obligations of the Parties hereunder are conditioned upon the continued availability of County funds for the purposes set forth in this Agreement. Should funds become unavailable or should appropriate County officials fail to approve sufficient funds for completion of the Work set forth in this Agreement, the County shall have the option to immediately terminate this Agreement upon providing written notice to the Town by certified mail. In such an event, the County shall be under no further obligation to the Town other than payment for costs actually incurred prior to termination and in no event will the County be responsible for any actual or consequential damages as a result of termination.

11. CHOICE OF LAW AND FORUM

11.1 This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

11.2 Any litigation relating to or arising out of this Agreement shall be heard in a New York State Court of competent jurisdiction sitting in Oneida County, New York or in the United States District Court for the Northern District of New York.

12. SUCCESSORS AND ASSIGNS

12.1 This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective successors and assigns.

13. SEVERABILITY

13.1 If any provision of this Agreement or any part thereof is or becomes void or unenforceable by force or operation of law, the Parties agree that the Agreement shall be reformed to replace the stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Further, the Parties agree that all other provisions shall remain valid and enforceable.

14. ENTIRE AGREEMENT

14.1 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.

15. INCORPORATION BY REFERENCE

15.1 The Addendum - Standard Oneida County Conditions is attached hereto as **EXHIBIT B**.

15.2 All exhibits are deemed incorporated in this Agreement, whether or not actually attached hereto.

16. NON-WAIVER

16.1 No provision of this Agreement shall be deemed to have been waived by either Party, unless such waiver shall be set forth in a written instrument executed by such Party. A waiver to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of any other provision.

17. INTERPRETATION

- 17.1 A provision of this Agreement which requires a Party to perform an act shall be construed so as to require the Party to cause the act to be performed. A provision of this Agreement which prohibits a Party from performing an act shall, if required be construed as to prohibit the Party from permitting others within its control to perform the act.
- 17.2 Each Party shall be deemed to be required to perform each of its obligations under this Agreement at its own expense, except to the extent, if any, that this Agreement specifies otherwise.
- 17.3 The terms "hereby," "hereof," "hereto," "herein," "hereunder," and any similar term, as used in this Agreement, refer to this Agreement.

18. SECTIONAL HEADINGS

- 18.1 The sectional headings as to the contents of particular sections herein are inserted only for convenience, and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which they refer.

19. AUTHORITY TO ACT/SIGN

- 19.1 The Town's signatories hereby represent, warrant, personally guarantee and certify that they have the power and authority to execute and deliver this Agreement and to carry out the obligations hereunder; the execution and delivery by the Town's signatories of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the governing body of the Town. No other action on the part of any other person or entity, whether by law or otherwise, are necessary to authorize the execution of this Agreement, or to consummate the transactions contemplated herein.

20. ADVICE OF COUNSEL

- 20.1 Each Party acknowledges that, in executing this Agreement, such Party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each of the Parties hereto has affixed their hands and seals the day and year mentioned below.

COUNTY OF ONEIDA

CITY OF ROME

By:

Anthony J. Picente, Jr.
County Executive

By:

Jacqueline M. Izzo
Mayor

Date: _____

Date: _____

By:

Mark E. Laramie, P.E., Commissioner
Oneida County DPW

By:

Butch Conover
Public Works Commissioner

Date: _____

Date: _____

APPROVED

By:

Linda Bylica Lark, Esq.
Assistant County Attorney

Date: _____

RESOLUTION NO. 87

**AUTHORIZING THE SALE OF A PORTION OF PROPERTY FORMERLY KNOWN
AS ROD MILL PARCEL LOCATED ON HARBOR WAY TO THE ROME
INDUSTRIAL DEVELOPMENT CORPORATION (RIDC) TO FACILITATE
REDEVELOPMENT OF THE SITE.**

By _____:

WHEREAS, the City of Rome, New York, owns real property as shown more specifically in the attached map, for which the City has planned for the strategic reuse through the Downtown Brownfield Opportunity Area Revitalization Plan (BOA), which said parcel is hereinafter referred to as "the Property" and is more specifically described by the land survey, map, and other documents attached hereto and made a part hereof as Exhibit A; and

WHEREAS, pursuant to New York State General City Law, §20(2) and Rome Charter Laws--Title A, §25(2), the City of Rome has the authority to hold, administer and convey real property, in a manner that promotes the "general welfare" of the City of Rome and/or which serves as "municipal purpose", as said terms are defined at General City Law, §21; and

WHEREAS, there are several not-for-profit corporations to which the City could transfer the Property pursuant to New York State Not-For-Profit Corporation Law ("NPL") §1411(d)(2) without the need to adhere to public bidding on the Property, including, but not limited to, the Rome Industrial Development Corporation (hereinafter referred to as "RIDC"); and

WHEREAS, pursuant to the NPL §1411(d)(3) & (4), before the sale of the Property to RIDC, a public hearing shall be held before the Common Council to consider the proposed sale or lease, and notice of such hearing shall be published at least ten (10) days before the date set for the hearing, in such publication and in such manner as determined by the Common Council; and

WHEREAS, according to Matthew J. Andrews, Deputy Director of the Department of Community and Economic Development, the City has no municipal use for the Property, and Mr. Andrews, as well as First Ward Councilor, John Mortise, are of the opinion that the City's general welfare and a municipal purpose are furthered by conveying the Property pursuant to Article 14 of the New York State Not-for-Profit Law, and, therefore, recommend that the Property be conveyed to Rome Industrial Development Corporation (RIDC) in order to facilitate the conveyance of said parcel C to the **Trustees of Hamilton College** (Hamilton College) for the construction of a new Hamilton College Rowing Team Boathouse project for the sum of Eighteen Thousand and 00/100 Dollars (**\$18,000**), with an option of first right of refusal for parcel B for the sum of Twelve Thousand and 00/100 Dollars (**\$12,000**), for construction ancillary facilities; and

BE IT RESOLVED, that after having a public hearing on the matter being held on _____, and pursuant to New York State Not-For-Profit Corporations Law ("NPL"), §1411(d)(1), the Board of Estimate and Contract of the City of Rome, New York hereby authorizes the Mayor of the City of Rome, New York, to execute any and all documents necessary to convey real property formerly known as the Rod Mill parcel, located on Harbor Way West Dominick to the Rome Industrial Development Corporation RIDC, said Property being more specifically described by the land survey and map attached hereto and made a part hereof as Exhibit A, for the sum of Eighteen Thousand and 00/100 Dollars (\$18,000), with an option of first right of refusal for parcel B for the sum of Twelve Thousand and 00/100 Dollars (**\$12,000**); and

BE IT FURTHER RESOLVED, by the Board of Estimate and Contract that, pursuant to NPL, §1411(d)(4), that the City Clerk of the City of Rome publish notice of said public hearing at least one (1) time in the Rome Daily Sentinel, which said notice shall appear no less than ten (10) days prior to the date set for the hearing; and

BE IT FURTHER RESOLVED, that the City of Rome is hereby authorized to reimburse RIDC for legal fees associated with this transaction, compensate RIDC with an administrative fee equal to 0.75% of the net proceeds at the sale, and provide indemnification to RIDC.

Seconded by _____.

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

ADOPTED _____

DEFEATED _____



Hamilton

March 9, 2020

Mayor's Office - City of Rome, NY
Rome City Hall
198 N. Washington St. #2
Rome, NY 13440

Att: Ms. Jacqueline Izzo – Mayor
Via: Mr. Matthew Andrews – Deputy Director for Community & Economic Development

Re: Proposed Land Purchase for Hamilton College Rowing Team Boathouse

Dear Mayor Izzo,

First, on behalf of Hamilton College, I would like to thank you and Matt for the collaboration to date on the prospect of building a new boathouse in Bellamy Harbor Park. We see this possibility as a tremendous step forward for our rowing program, and for partnership with the City of Rome.

This letter serves as a formal request to commence the purchase and sale process for land acquisition. We have received authorization from our Board of Trustees to execute a sale, and are interested in moving forward as quickly as possible.

The attached document has been developed as an initial identifier of the proposed parcels in consideration. Our proposal is to do the following.

- 1) Purchase the area shown as Hamilton College Parcel C (approximately 0.6 acres).
- 2) Obtain a Right of First Refusal for the purchase of Hamilton College Parcel B (approximately 0.4 acres).
- 3) Obtain a Right of Way (30 feet in width) over Parcel B – should the College desire to construct an access road from Harbor Way at some point in the future, and in collaboration with the City.

We are available to connect on process details as needed. Thank you again for the collaboration on this win-win initiative.

Sincerely,

Roger F. Wakeman, P.E.
Associate Vice President for Facilities and Planning

Att: Subdivision Plan (initial draft)

JACQUELINE M. IZZO
MAYOR



JOSEPH J. SURACE, JR.
ASSESSOR

OFFICE OF THE ASSESSOR
ROME CITY HALL ♦ 198 N. WASHINGTON STREET
ROME, NEW YORK 13440-5815
(315) 339-7614 ♦ FAX (315) 838-1164
www.romenewyork.com

March 3, 2020

Mr. Matthew Andrew – Deputy Director
Community & Economic Development
198 N. Washington St.
Rome, New York 13440

Re: Harbor Way Land Valuation
Proposed Hamilton College Site

Dear Matt:

Per my recent investigation of vacant industrial land sales, we researched Oneida, Herkimer, and Madison Counties for any/all vacant industrial land sales. Per that review it was found on average, the land in question, would have a Fair Market Value of \$30,000 per acre. The sales analyzed did have public electric, water, and sewer available to them.

If you need any further information from me, please contact me at your earliest convenience.

Respectfully,

Joseph J. Surace, Jr.
Assessor

INDUSTRIAL VACANT LAND SALES

Location	Buyer	Tax Map No	Sale Price	Sale Date	Lot Size	Sale Price/Acreage Ratio
650 Harbor Way	Chickadee Properties LP (Alloy)	242.020-1-18.3	\$150,000	10/9/08	5.96	\$25,168/acre
Hangar Rd.	Sovena USA Inc.	243.000-1-1.41	\$50,720	3/16/12	2.54	\$19,969/acre
Otis St.	Kris-Tech Wire Co	243.000-1-1.58	\$200,625	5/22/15	8.03	\$24,984/acre
Hangar Rd.	Kris-Tech Wire Co	243.000-1-1.50	\$103,500	8/19/16	4.14	\$25,000/acre
Jane St. & Luquor St.	Human Technologies Properties	242.073-2-73 Includes 16 parcels	\$150,000	5/10/18	3.17	\$47,319/acre
0 Industrial Dr.	William Wilcor	Frankfort/Herkimer	\$20,000	9/11/18	.74	\$27,027/acre

SUBJECT PARCEL is 1.2 ACRES

\$19,969 X 1.2A = **\$23,963**

\$47,319 X 1.2A = **\$56,783**

Value Range of Subject Property is between **\$23,963 to \$56,783**



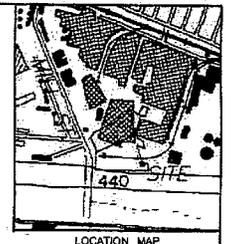
PARCEL I

1. Final Subdivision Map Property of East Rome Business Park Charles A. Gosciniak Owner by LaFave, White & Beckwith, L.S. PC dated February 7, 1997 and recorded June 17, 1997 in the Oneida County Clerk's Office in Map Roll 1686

- 2. Property Map of Industrial Petroleum, Inc. by Alexander R. Brannard, L.S. dated January 13, 1991 and recorded in the Oneida County Clerk's Office March 10, 1991 in Map Roll 626
- 3. Property Map of Rome Community Chest by Alexander R. Brannard, L.S. dated June 4, 1989 and recorded in the Oneida County Clerk's Office July 31, 1990 in Map Roll 590
- 4. Map Showing Lanes Owned by Echo Beach Industries, LLC by Christopher Ford Surveying, dated June 22, 2008

CHAIN	BEARING	ANGLE	BEARING	ANGLE
10	103.50	114.20	1.52	100.00
11	103.50	114.20	1.52	100.00
12	103.50	114.20	1.52	100.00
13	103.50	114.20	1.52	100.00
14	103.50	114.20	1.52	100.00

LINE	BEARING	DISTANCE
1	N 42° 18' 41" E	11.34
2	N 78° 04' 45" E	12.38
3	S 47° 04' 12" E	10.00
4	S 70° 04' 12" E	10.00
5	S 70° 04' 12" E	10.00
6	S 11° 42' 30" W	23.12
7	N 63° 17' 30" W	20.16
8	N 80° 04' 24" E	48.50
9	N 11° 42' 30" W	23.12
10	N 11° 42' 30" W	23.12
11	N 61° 15' 23" W	45.24
12	N 22° 02' 33" E	10.00
13	N 19° 28' 59" W	11.42

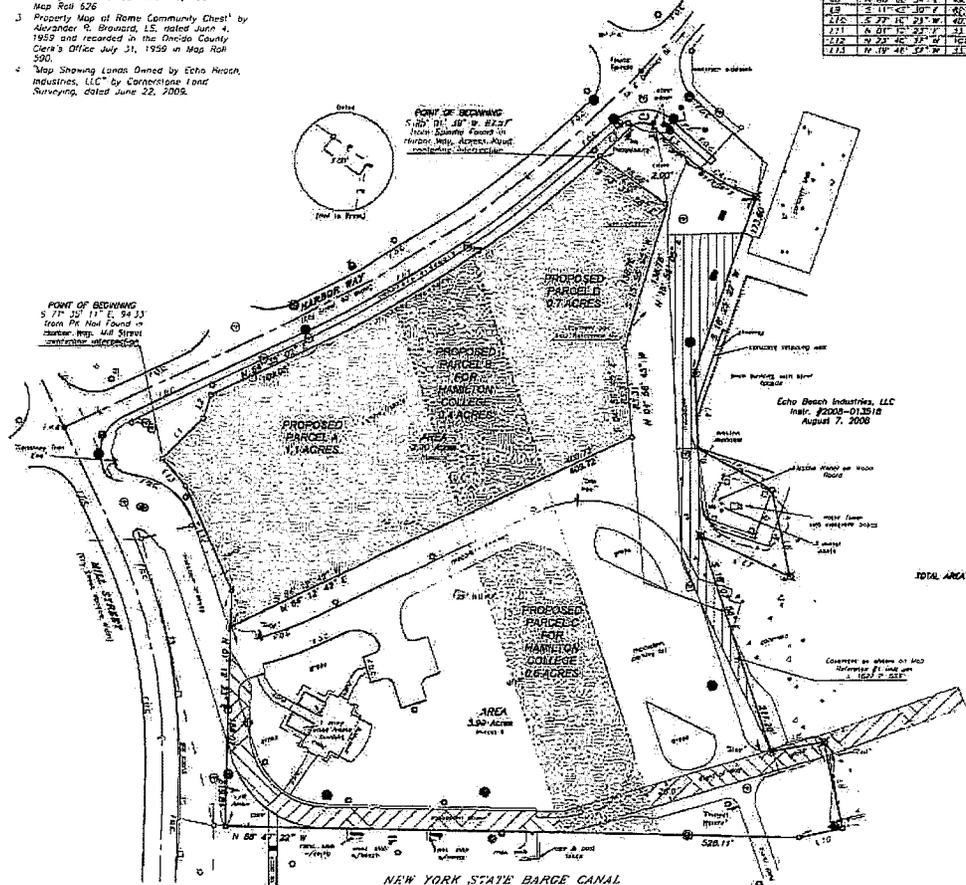


LEGEND

- Set Easement Iron Post
- Set MAG Nail
- Chained "X" in Concrete
- Found P.K. Nail
- Utility Pole with Overhead Wires
- Utility Pole Anchor
- Light Pole
- Telephone Pedestal
- Metallized Grid Underground Gas Marker
- Manhole
- Clean Out
- Catch Basin
- Water Valve
- Fire Hydrant
- Sign
- Post
- Chain Link Fence Line
- Property Line
- Centerline (existing)
- Face of Curb

PARCEL II

1. Final Subdivision Map Property of East Rome Business Park Charles A. Gosciniak Owner by LaFave, White & Beckwith, L.S. PC dated February 7, 1997 and recorded June 17, 1997 in the Oneida County Clerk's Office in Map Roll 1686



TOTAL AREA SURVEYED = 6.12 Acres

DEED REFERENCE
City of Rome
Instrument Number 2007-023918
Dated December 26, 2007
Recorded December 28, 2007

NEW YORK STATE BARGE CANAL

PROPOSED SUBDIVISION FOR HAMILTON COLLEGE BOATHOUSE
FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT

MAP of property of CITY OF ROME

T.M. #24220-1-18.1
CITY OF ROME, COUNTY OF ONEIDA
STATE OF NEW YORK
Dated: May 4, 2018 Scale: 1" = 50'
Drawn By: Joseph M. Budnick
Survey and Map by: Susan M. Anacker, Professional Land Surveyor
Susan M. Anacker, L.S. Lic # 50321
11082 Davis Road East, Deerfield, New York 13502
(315) 724-6800



Susan M. Anacker

RESOLUTION NO. 88

AUTHORIZING THE CORPORATION COUNSEL TO SETTLE TAX CERTIORARI PROCEEDING.

By _____:

WHEREAS, Holdings 11 SPE, LLC, have heretofore commenced litigation proceedings in the Supreme Court of the State of New York in and for the County of Oneida, seeking a reduction in real property taxes, as outlined more specifically in the "Stipulation and Order of Settlement" which is attached hereto and made a part hereof; and

WHEREAS, the Office of the Corporation Counsel has recommended the settlement of the aforesaid tax certiorari proceeding; now, therefore,

BE IT RESOLVED, that the Board of Estimate and Contract of the City of Rome, New York, hereby authorizes the Corporation Counsel to settle the tax certiorari proceeding brought by Holdings 11 SPE, LLC, pursuant to the terms set forth in the attached "Stipulation and Order of Settlement" and by this reference made a part of this Resolution, and to execute any agreement or related documentation necessary to effectuate such settlement.

Seconded by _____

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

ADOPTED _____ DEFEATED _____

**STATE OF NEW YORK
SUPREME COURT COUNTY OF ONEIDA**

**In the Matter of the Application of CENTRO NP
HOLDINGS 11 SPE, LLC,**

Petitioner,

**STIPULATION AND
ORDER OF SETTLEMENT**

v.

**Index Nos.: EFCA2017-001868
EFCA2018-002816
EFCA2019-002712**

**BOARD OF ASSESSMENT REVIEW AND/OR
ASSESSOR OF THE CITY OF ROME AND THE
CITY OF ROME, ONEIDA COUNTY, NEW YORK,**

Respondents,

ROME CITY SCHOOL DISTRICT,

Intervenor-Respondent.

WHEREAS, Petitioner Centro NP Holdings 11 SPE, LLC (“Petitioner”), by and through its attorney, Bruce J. Stavitsky, Esq., Stavitsky & Associates LLC, has commenced the above-captioned tax certiorari proceedings (“Proceedings”) under Real Property Tax Law, Article 7 against Respondents City of Rome (“City”) and Intervenor-Respondent Rome City School District (“School District”); and

WHEREAS, Petitioner, the City, and the School District are collectively referred to as the “Parties,” and

WHEREAS, the Parties have engaged in settlement discussions and have agreed to fully resolve their differences without further litigation upon the terms of this Stipulation and Order of Settlement (“Stipulation and Order”); and

WHEREAS, the Parties agree that the Proceedings shall be settled and discontinued based upon the terms set forth in this Stipulation and Order; and

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the attorneys for the respective Parties herein:

1. The real property at issue in the Proceedings is situated in the City of Rome and described on the City's assessment rolls for the relevant tax years as follows ("Property"):

<u>Property Description</u>	<u>Tax Parcel No.</u>
224.013-0002-006	Black River Road
224.013-0002-007	1790 Black River Road

2. The above-captioned proceedings shall be consolidated for purposes of this settlement.

3. The Parties agree the total assessed value of the Property shall be reduced as set forth below:

Tax Parcel No. 224.013-0002-006

<u>Assessment Roll</u>	<u>Current Assessment</u>	<u>Equalization Rate</u>	<u>Stipulated Reduced Assessment</u>
2017	\$4,055,000	74.45%	\$2,575,764
2018	\$4,055,000	71.64%	\$2,478,546
2019	\$4,059,500	66.49%	\$2,300,370

Tax Parcel No. 224.013-0002-007

<u>Assessment Roll</u>	<u>Current Assessment</u>	<u>Equalization Rate</u>	<u>Stipulated Reduced Assessment</u>
2017	\$5,000,000	74.45%	\$4,459,761
2018	\$5,000,000	71.64%	\$4,291,434
2019	\$5,000,000	66.49%	\$3,982,935

4. The officials of the County of Oneida, the City of Rome, the Rome City School District, and every other taxing entity, district or municipal corporation having custody of or levying taxes upon the basis of said assessment rolls or any copies thereof, be directed and So Ordered to make or cause to be made on the property books and records the entries and changes necessary to correct said assessment pursuant to Paragraphs 1 and 3 herein.

5. Refunds of the taxes paid and collected in excess of the Stipulated Reduced Assessments shall be made by the City of Rome, County of Oneida, and the Rome City School District and any other affected taxing entity, provided however, Petitioner shall waive fifty percent (50%) of refunds for the correction to the 2017 assessment roll. Refunds shall be paid without interest, so long as payment is received by Petitioner's attorney within sixty days (60) from receipt of the Demand for Refund. If payment is not received within said sixty-day period, statutory interest shall be calculated and paid from the respective dates of payment.

6. The provisions Real Property Tax Law §727 shall apply to the terms of the settlement.

7. This Stipulation and Order:

- a. Shall not affect the assessment levied upon any other parcel or parcels of real property in the City of Rome; and
- b. Is entered into to resolve the pending proceedings and in no event shall it be ordered or admitted in any other proceeding by the parties or any third parties as competent evidence of any fact.

8. The Parties acknowledge that this Stipulation and Order is entered into for good and valuable consideration and that no costs or allowances shall be awarded to, by or against the Parties.

9. The Proceedings shall be discontinued, with prejudice.

10. An executed copy of the Stipulation and Order, with Notice of Entry, shall be entered and docketed in the Oneida County Clerk's Office and be filed among the Assessor's permanent records.

CENTRO NP HOLDINGS 11 SPE, LLC

CITY OF ROME

By: _____
Randolph Soggs, Esq.
Law Offices of Randolph Soggs
23 Oxford Road
New Hartford, New York 13413
(315) 724-0000

By: _____
Charles W. Engelbrecht, Esq.
Attorney at Law
211 North George Street
Rome, New York 13440
(315) 339-1037

ROME CITY SCHOOL DISTRICT

By: _____
Katherine E. Gavett, Esq.
Ferrara Fiorenza PC
5010 Campuswood Drive
East Syracuse, New York 13057
(315) 437-7600

SO ORDERED:

Hon. David A. Murad

ENTERED:

City
Refunds

Tax Parcel No. 224.013-0002-006

<u>Assessment Roll</u>	<u>Current Assessment</u>	<u>Equalization Rate</u>	<u>Stipulated Reduced Assessment</u>
2017	\$4,055,000	74.45%	\$2,575,764
2018	\$4,055,000	71.64%	\$2,478,546
2019	\$4,059,500	66.49%	\$2,300,370

Approximate
Refunds

14,969.87
31,844.37
35,534.42

Tax Parcel No. 224.013-0002-007

<u>Assessment Roll</u>	<u>Current Assessment</u>	<u>Equalization Rate</u>	<u>Stipulated Reduced Assessment</u>
2017	\$5,000,000	74.45%	\$4,459,761
2018	\$5,000,000	71.64%	\$4,291,434
2019	\$5,000,000	66.49%	\$3,982,935

5,467.22
14,313.03
20,544.71

Total Refund 122,673.62