

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 BOARD OF ESTIMATE AND CONTRACT MEETING WILL BE CONDUCTED REMOTELY VIA WEBEX AUDIO STREAM VIA TELEPHONE CALL-IN NUMBER **1-408-418-9388**, ACCESS CODE **129 983 8538#**. 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**

**AUGUST 13, 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. 116 AUTHORIZING THE DELETION OF ONE POSITION OF WASTE WATER TREATMENT PLANT OPERATOR (ES8130) AND THE CREATION OF ONE POSITION OF WASTE WATER TREATMENT PLANT SHIFT OPERATOR (ES8130). **Conover**

RES. NO. 117 AUTHORIZING 2020 BUDGETARY TRANSFER. **Beach**

RES. NO. 118 AUTHORIZING 2020 BUDGETARY TRANSFERS. **Iacovissi**

RES. NO. 119 AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH MJ DAKOTA, INC. FOR AN AMOUNT NOT TO EXCEED \$762,138.00. **Andrews**

RES. NO. 120 AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE FIRST PRESBYTERIAN CHURCH FOR THE USE OF PARKING LOT(S) AT THE JUSTICE BUILDING RELATIVE TO EMPLOYEE PARKING REQUIREMENTS. **Conover**

- RES. NO. 121** AUTHORIZING THE MAYOR OF THE CITY OF ROME TO EXTEND AN AGREEMENT WITH ARIES CHEMICAL (\$154,000.00). **Conover**
- RES. NO. 122** AUTHORIZING THE EXTENSION OF AN INTERMUNICIPAL AGREEMENT BETWEEN THE CITY OF ROME AND THE TOWN OF LEE REGARDING THE SUPPLY OF WATER TO THE TOWN OF LEE, NEW YORK. **Conover**
- RES. NO. 123** AUTHORIZING THE CITY CLERK TO ADVERTISE FOR BIDS FOR SUPPLY AND DELIVERY OF ZETAG 7587 CATIONIC POLYMER. **Giardino**

7. TABLED RESOLUTIONS

ADJOURNMENT

RESOLUTION NO. 116

AUTHORIZING THE DELETION OF ONE POSITION OF WASTE WATER TREATMENT PLANT OPERATOR (ES8130) AND THE CREATION OF ONE POSITION OF WASTE WATER TREATMENT PLANT SHIFT OPERATOR (ES8130).

By _____:

WHEREAS, it is the recommendation of Butch Conover, Commissioner of the Department of Public Works for the City of Rome, that one (1) position of Waste Water Treatment Plant Operator (ES8130) be deleted and one (1) position of Waste Water Treatment Plant Shift Operator (ES8130) be created, effective August 10, 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 Waste Water Treatment Plant Operator (ES8130) be deleted and one (1) position of Waste Water Treatment Plant Shift Operator (ES8130) be created, effective August 10, 2020; and

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

Seconded by _____.

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

ADOPTED _____ DEFEATED _____

RESOLUTION NO. 117

AUTHORIZING 2020 BUDGETARY TRANSFER.

By _____:

BE IT RESOLVED, that pursuant to Rome Charter Laws, Title A, Article VII, Section 91, the City Treasurer of the City of Rome is hereby authorized and directed to make the following budgetary transfer:

REASON: Purchase of Watch Guard Software/In Car Camera System & Options.

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
A13120.456	Police: Lease Account	\$5,600.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
A13120.414	Police: Supplies Account	\$5,600.00

Seconded by _____.

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

ADOPTED _____ DEFEATED _____

RESOLUTION NO. 118

AUTHORIZING 2020 BUDGETARY TRANSFERS.

By _____:

BE IT RESOLVED, that pursuant to Rome Charter Laws, Title A, Article VII, Section 91, the City Treasurer of the City of Rome is hereby authorized and directed to make the following budgetary transfer:

REASON: Purchase of new recruit uniforms.

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG3410.412	Fire: Service Contracts & Repairs	\$5,000.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG3410.420	Fire: Uniforms & Cleaning	\$5,000.00

Seconded by _____.

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

ADOPTED _____ DEFEATED _____

RESOLUTION NO. 119

**AUTHORIZING THE MAYOR OF THE CITY OF ROME
TO ENTER INTO AN AGREEMENT WITH MJ DAKOTA, INC.
FOR AN AMOUNT NOT TO EXCEED \$762,138.00.**

By _____:

WHEREAS, Matthew J. Andrews, Deputy Director of the Department of Community and Economic Development for the City of Rome, has recommended that the City of Rome, New York, retain the services of MJ Dakota, Inc., for services relative to RFB-2020-010 Copper City Commons Project, for a total amount not to exceed to \$762,138.00; 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 MJ Dakota, Inc., for services relative to RFB-2020-010 Copper City Commons Project, for a total amount not to exceed to \$762,138.00, pursuant to the attached documentation, which is made part of this Resolution.

Seconded by _____.

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

ADOPTED _____ DEFEATED _____



BERGMANN
ARCHITECTS ENGINEERS PLANNERS

July 27, 2020

Mr. Daniel Carpenter
Project Manager
Community & Economic Development
City of Rome, New York
198 North Washington Street
Rome, NY 13440

RE: Copper City Commons Pedestrian Improvement Project

Dear Dan;

Thank you for sharing with Bergmann the three bids received for the Copper City Commons Pedestrian Improvement Project. We have reviewed the bids from MJ Dakota, McGinnis Nelson and CNY Construction for accuracy of the scope and values. We feel MJ Dakota, the apparent low bidder, has sufficiently reviewed the documents and have provided an adequate bid for the scope of work. We recommend that MJ Dakota be awarded the construction contract for the project.

Below are a few observations we made in regards to MJ Dakota's bid to be aware of moving forward.

- Bid Item 14 – Trash Enclosure | The trash enclosure in the bid documents grew significantly in size and design after Bergmann's May 2020 construction estimate was completed. This will account for the higher lump sum unit cost provided by MJ Dakota in their bid.
- Bid Item 15 – Structural Soils | MJ Dakota's unit cost for the structural soils is approximately half of the unit cost in Bergmann's estimate. Bergmann's unit cost was based on MJ Dakota's previous structural soils bid history for the Rome Centro project.
- Bid Item 17 – Furnish and Install Tree Grate Frame and Tree Grate | The unit cost provided by MJ Dakota will only cover the purchase and delivery of the tree grates based on conversations we had with the specified manufacture and does not account for installation costs. MJ Dakota may have covered the installation costs in one of the other pavement treatments but wanted to be sure you were aware of this.
- Bid Item 24 – Railing for Ramps and Stairs | MJ Dakota's unit cost is approximately half of the unit cost in Bergmann's estimate. The railings are designed to be stainless steel. We will want to be sure MJ Dakota is aware of this and able to provide them in the design as specified at their unit cost.

Sincerely,

Edward (Ted) Liddell, RLA, ASLA
Landscape Architect
BERGMANN

RFB 2020-010 Copper City Commons Pedestrian Improvement Project

Bid Item	Description	Estimated Quantity	Amount	MJ DAKOTA		McGINNIS NELSON		CNY CONSTRUCTION	
				Vendor Figure	Total Bid Item Amount	Vendor Figure	Total Bid Item Amount	Vendor Figure	Total Bid Item Amount
1	Mobilization/Demobilization	Lump Sum	1	5000	\$5,000.00	2000	\$2,000.00	20000	\$20,000.00
2	Erosion and Sediment Control Measures - Installation and Maintenance	Lump Sum	1	5000	\$5,000.00	2000	\$2,000.00	10000	\$10,000.00
3	Traffic Control and Maintenance	Lump Sum	1	5000	\$5,000.00	5000	\$5,000.00	20000	\$20,000.00
4	Site Demolition and Removal Work	Lump Sum	1	25000	\$25,000.00	20000	\$20,000.00	28000	\$28,000.00
5	Furnish and Install 6" Reveal Granite Curbing (include Concrete Backing / Bedding, Underdrain and Asphalt Restoration)	414 Linear Feet	414	84	\$34,776.00	45.89	\$18,998.46	113	\$46,782.00
6	Furnish and Install Mountable Granite Curbing (include Concrete Backing / Bedding, Underdrain and Asphalt Restoration)	27 Linear Feet	27	194	\$5,238.00	45.89	\$1,239.03	122	\$3,294.00
7	Furnish and Install Standard Duty Concrete (include Subbase course)	530 Square Yards	530	94	\$49,820.00	60	\$31,800.00	117	\$62,010.00
8	Furnish and Install Heavy Duty Concrete (include Subbase Course)	405 Square Yards	405	111	\$44,955.00	80	\$32,400.00	144	\$58,320.00
9	Furnish and Install Paver Treatment Type 1 (include filter fabric, sand setting bed and protective sealant)	470 Square feet	470	24	\$11,280.00	10	\$4,700.00	18	\$8,460.00
10	Furnish and Install 12" Drain Basin (include all pipes and connections)	6 EA	6	1167	\$7,002.00	1000	\$6,000.00	1200	\$7,200.00
11	Furnish and Install 6" HDPE Storm Sewer (include all piping, Connections, cleanouts, underdrain stone and Mirafi fabric)	66 Linear Feet	66	18	\$1,188.00	100	\$6,600.00	68	\$4,488.00
12	Furnish and Install 8" HDPE (include all piping, Connections, cleanouts, underdrain stone and Mirafi fabric, trenching and trench restoration)	34 Linear Feet	34	75	\$2,550.00	120	\$4,080.00	72	\$2,448.00

13	Furnish and Install Brick Faced Wall with Precast Concrete Cap (Including excavation, footing, concrete core, 4" Dia. Perforated PVC underdrain pipe and associated materials, backfill, brick veneer, precast concrete cap and all connection materials.	265 Linear Feet	265	640	\$169,600.00	1500	\$397,500.00	940	\$249,100.00
14	Furnish and Install Trash Enclosure (including excavation, footing, backfill, brick faced wall with brick veneer, precast concrete caps, bollards, enclosure gates and posts, foundations and all connection materials.	1 Lump Sum	1	85000	\$85,000.00	50000	\$50,000.00	132000	\$132,000.00
15	Furnish and Install Structural soil for tree pit locations (including excavation and disposal of existing material)	310 Cubic Yard	310	86	\$26,660.00	100	\$31,000.00	103	\$31,930.00
16	Furnish and install Planting soil media (Including excavation and disposal of existing material)	55 Cubic Yard	55	65	\$3,575.00	80	\$4,400.00	100	\$5,500.00
17	Furnish and Install Tree Grate Frame and Tree Grate	6 EA	6	3700	\$22,200.00	4000	\$24,000.00	5000	\$30,000.00
18	Furnish and Install Tree Plantings (including watering bags)	6 EA	6	650	\$3,900.00	1000	\$6,000.00	730	\$4,380.00
19	Furnish and Install Shrub Plantings	2 EA	2	67.5	\$135.00	1000	\$2,000.00	240	\$480.00
20	Furnish and Install Perennial Plantings	105 EA	105	42	\$4,410.00	40	\$4,200.00	34	\$3,570.00
21	Furnish and Install Shredded Hardwood Mulch	10 Cubic Yards	10	59	\$590.00	60	\$600.00	55	\$550.00
22	Reset Frame and Grate	6 EA	6	1000	\$6,000.00	200	\$1,200.00	550	\$3,300.00
23	Installation of Concrete Stairs (including excavation, foundations, and backfill)	4 EA	4	3500	\$14,000.00	2000	\$8,000.00	5800	\$23,200.00
24	Furnish and Install Railing for Ramps and Stairs	129 LF	129	70	\$9,030.00	100	\$12,900.00	140	\$18,060.00
25	Installation of Curb Ramps Including Detectable Warning	3 EA	3	3400	\$10,200.00	2000	\$6,000.00	1450	\$4,350.00
26	Furnish and Install Ornamental Bench	5 EA	5	2500	\$12,500.00	2000	\$10,000.00	2750	\$13,750.00
27	Furnish and Install Ornamental Trash Receptacle	3 EA	3	1700	\$5,100.00	2000	\$6,000.00	1750	\$5,250.00
TOTAL BASE BID					\$569,709.00	\$698,617.49	\$796,422.00		

Copper City Commons Work ADD Alternate #1

Bid Item	Description	Estimated Quantity	Amount	MJ DAKOTA		MCGINNIS NELSON		CNY CONSTRUCTION	
				Vendor Figure	Total Bid Item Amount	Vendor Figure	Total Bid Item Amount	Vendor Figure	Total Bid Item Amount
1	Mobilization/Dempbilization	Lump Sum	1	1000	\$1,000.00			5000	\$5,000.00
2	Erosion and Sediment Control Measures - Installation and Maintenance	Lump Sum	1	1000	\$1,000.00			3000	\$3,000.00
3	Traffic control and Maintenance	Lump Sum	1	1000	\$1,000.00			7000	\$7,000.00
4	Site Demolition and Removal Work	Lump Sum	1	12500	\$12,500.00			12000	\$12,000.00
5	Furnish and Install 6" Reveal Granite Curbing (include Concrete Backing / Bedding, Underdrain and Asphalt Restoration)	157 Linear Feet	157	80	\$12,560.00			120	\$18,840.00
6	Furnish and Install Standard Duty Concrete (include Subbase course)	267 Square Yards	267	107	\$28,569.00			117	\$31,239.00
7	Furnish and Install Paver Treatment Type 1 (include filter fabric, sand setting bed and protective sealant)	170 Square Feet	170	24	\$4,080.00			18	\$3,060.00
8	Furnish and Install Paver Treatment Type 2 (include filter fabric, sand setting bed and protective sealant)	291 Square Feet	291	20	\$5,820.00			20	\$5,820.00
9	Furnish and Install Brick Faced Wall with Precast Concrete Cap (Including excavation, footing, concrete core, backfill, brick veneer, precast concrete cap and all connection materials.	64 Linear Feet	64	687	\$43,968.00			890	\$56,960.00
10	Furnish and Insatl Fence on Brick Faced Wall with Precast Concrete Cap	64 Linear Feet	64	90	\$5,760.00			150	\$9,600.00
11	Furnish and Install Planting Soil Media (Including Excavation and Disposal of Existing Material)	9 Cubic Yards	9	65	\$585.00			100	\$900.00
12	Furnish and Install Perrennial Plantings	13 EA	13	42	\$546.00			34	\$442.00
13	Furnish and Install Shrub Planting	3 EA	3	70	\$210.00			100	\$300.00
14	Furnish and Install Shredded Hardwood Mulch	2 Cubic Yards	2	60	\$120.00			55	\$110.00

15	Installation of Curb Ramps Including detectable Warning	1 EA	1	3400	\$3,400.00			1200	\$1,200.00
16	Furnish and Insatall Ornamental Bench	5 EA	5	2500	\$12,500.00			2750	\$13,750.00
17	Furnish and Install Ornamental Trash Receptacle	1 EA	1	1800	\$1,800.00			1750	\$1,750.00
18	Remove and Replace In-Kind Accesible Parking Signs	2 EA	2	150	\$300.00			350	\$700.00
TOTAL ADD ALTERNATE #1					\$135,718.00			\$160,513.00	\$171,671.00

Copper City Commons Work ADD Alternate #2

Bid Item	Description	Estimated Quantity	Amount	MJ DAKOTA		McGINNIS NELSON		CNY CONSTRUCTION	
				Vendor Figure	Total Bid Item Amount	Vendor Figure	Total Bid Item Amount	Vendor Figure	Total Bid Item Amount
1	Mobilization/Demobilization	Lump Sum	1	1000	\$1,000.00			5000	\$5,000.00
2	Erosion and Sediment Control Measures - Installation and Maintenance	Lump Sum	1	1000	\$1,000.00			1000	\$1,000.00
3	Traffic control and Maintenance	Lump Sum	1	1000	\$1,000.00			3000	\$3,000.00
4	Site Demolition and Removal Work	Lump Sum	1	5000	\$5,000.00			6000	\$6,000.00
5	Furnish and Install 6" Reveal Granite Curbing (include Concrete Backing / Bedding, Underdrain and Asphalt Restoration)	10 Linear Feet	10	92	\$920.00			140	\$1,400.00
6	Furnish and Install Standard Duty Concrete (include Subbase course)	90 Square Yards	90	90	\$8,100.00			117	\$10,530.00
7	Furnish and Install Paver Treatment Type 1 (include filter fabric, sand setting bed and protective sealant)	94 Square Feet	94	24	\$2,256.00			18	\$1,692.00
8	Furnish and Install Paver Treatment Type 2 (include filter fabric, sand setting bed and protective sealant)	84 Square Feet	84	20	\$1,680.00			20	\$1,680.00
9	Furnish and Install Brick Faced Wall with Precast Concrete Cap (Including excavation, footing, concrete core, backfill, brick veneer, precast concrete cap and all connection materials.	43 Linear Feet	43	640	\$27,520.00			950	\$40,850.00
10	Furnish and Insatll Fence on Brick Faced Wall with Precast Concrete Cap	43 Linear Feet	43	90	\$3,870.00			150	\$6,450.00

11	Furnish and Install Planting Soil Media (Including Excavation and Disposal of Existing Material)	21 Cubic Yards	21	65	\$1,365.00			100	\$2,100.00
12	Furnish and Install Perennial Plantings	46 EA	46	40	\$1,840.00			34	\$1,564.00
13	Furnish and Install Shrub Planting	3 EA	3	70	\$210.00			90	\$270.00
14	Furnish and Install Shredded Hardwood Mulch	5 Cubic Yards	5	60	\$300.00			55	\$275.00
15	Reset Frame and Grate	1 EA	1	650	\$650.00			550	\$550.00
TOTAL ADD ALTERNATE #2					\$56,711.00			\$99,000.00	\$82,361.00

COPPER CITY COMMONS PEDESTRIAN IMPROVEMENT
PROJECT ROME, ONEIDA COUNTY, CITY OF NEW YORK

**BD-1
BID FORM**

COMPANY: MJ Dakota Inc.	ADDRESS: 114 N. Main St Oneida NY 13421
CONTACT: Mike DeCuffa	
SIGNATURE: <i>Glenn J. K...</i>	PHONE: 315-727-1136
DATE: 7/22/20	EMAIL: dakota@m.dakota.com
BID	TOTAL BID AMOUNT
Copper City Commons Pedestrian Improvement Bid	\$ <u>569,709</u>
TOTAL BID	\$ <u>569,709</u>

COPPER CITY COMMONS PEDESTRIAN IMPROVEMENT PROJECT
CITY OF ROME, ONEIDA COUNTY, NEW YORK

**BD-3
BID SUMMARY FORM**

COMPANY: MJ DAKOTA, INC	ADDRESS: 114 N Main St Oneida NY 13421
CONTACT: MIKE DeLuffa	
SIGNATURE: <i>Mike DeLuffa</i>	PHONE: 315-727-1136
DATE: 7/22/20	EMAIL: dakota@mjdakota.com

COPPER CITY COMMONS WORK BASE BID					
BID ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OR LUMP SUM PRICE		TOTAL BID ITEM AMOUNT
			WORDS	FIGURES	
1	Mobilization/Demobilization	Lump Sum	<u>Five Thousand</u> Dollars and Cents per Lump Sum	\$ 5,000	\$ 5,000
2	Erosion and Sediment Control Measures – Installation and Maintenance	Lump Sum	<u>Five Thousand</u> Dollars and Cents per Lump Sum	\$ 5,000	\$ 5,000
3	Traffic Control and Maintenance	Lump Sum	<u>Five Thousand</u> Dollars and Cents per Lump Sum	\$ 5,000	\$ 5,000
4	Site Demolition and Removal Work	Lump Sum	<u>Twenty Five Thousand</u> Dollars and Cents per Lump Sum	\$ 25,000	\$ 25,000

COPPER CITY COMMONS PEDESTRIAN IMPROVEMENT PROJECT
CITY OF ROME, ONEIDA COUNTY, NEW YORK

**BD-3
BID SUMMARY FORM**

5	Furnish and Install 6" Reveal Granite Curbing (Include Concrete Backing / Bedding, Underdrain and Asphalt Restoration)	414 Linear Feet	<u>Eighty Four</u> Dollars and Cents per Linear Foot	\$ <u>34.77</u>	\$ <u>34,776</u>
6	Furnish and Install Mountable Granite Curbing (Include Concrete Backing / Bedding, Underdrain and Asphalt Restoration)	27 Linear Feet	<u>one hundred ninety four</u> Dollars and Cents per Linear Foot	\$ <u>194</u>	\$ <u>5,238</u>
7	Furnish and Install Standard Duty Concrete (Include Subbase Course)	530 Square Yards	<u>ninety four</u> Dollars and Cents per Square Yards	\$ <u>94.00</u>	\$ <u>49,920</u>
8	Furnish and Install Heavy Duty Concrete (Include Subbase Course)	405 Square Yards	<u>one hundred eleven</u> Dollars and Cents per Square Yards	\$ <u>111.00</u>	\$ <u>44,955</u>
9	Furnish and Install Paver Treatment Type 1 (Include Filter Fabric, Sand Setting Bed and Protective Sealant)	470 Square Feet	<u>two ninety four</u> Dollars and Cents per Square Feet	\$ <u>294.00</u>	\$ <u>1,380</u>
10	Furnish and Install 12" Drain Basin (Include All Pipes and Connections)	6 EA	<u>one thousand one hundred and seventy seven</u> Dollars and Cents per Each	\$ <u>1,177</u>	\$ <u>7,002</u>

COPPER CITY COMMONS PEDESTRIAN IMPROVEMENT PROJECT
CITY OF ROME, ONEIDA COUNTY, NEW YORK

BD-3
BID SUMMARY FORM

11	Furnish and Install 6" HDPE Storm Sewer (Include all Piping, Connections, Cleanouts, Underdrain Stone and Mirafi Fabric)	66 Linear Feet	<u>Eighteen</u> Dollars and Cents per Linear Foot	\$ <u>18.00</u>	\$ <u>1,188</u>
12	Furnish and Install 8" HDPE Storm Sewer (Include all Piping, Connections, Cleanouts, Underdrain Stone, Mirafi Fabric, Trenching and Trench Restoration)	34 Linear Feet	<u>Seventy Five</u> Dollars and Cents per Linear Foot	\$ <u>75.00</u>	\$ <u>2,550</u>
13	Furnish and Install Brick Faced Wall with Precast Concrete Cap (Including Excavation, Footing, Concrete Core, 4" Dia. Perforated PVC Underdrain Pipe and Associated Materials, Backfill, Brick Veneer, Precast Concrete Cap and all Connection Materials.	265 Linear Feet	<u>Six Hundred Forty</u> Dollars and Cents per Linear Foot	\$ <u>640.00</u>	\$ <u>169,600</u>
14	Furnish and Install Trash Enclosure (Including Excavation, Footing, Backfill, Brick Faced Wall with Brick Veneer, Precast Concrete Caps, Bollards, Enclosure Gates and Posts, Foundations and all Connection Materials.	1 Lump Sum	<u>Eighty Five Thousand</u> Seventy Nine Thousand Dollars and Cents per Lump Sum	\$ <u>85,000</u> \$ <u>79,000</u>	<u>85,000</u> \$ <u>79,000</u>

COPPER CITY COMMONS PEDESTRIAN IMPROVEMENT PROJECT
CITY OF ROME, ONEIDA COUNTY, NEW YORK

BD-3
BID SUMMARY FORM

15	Furnish and Install Structural Soil for Tree Pit Locations (Including Excavation and Disposal of Existing Material)	310 Cubic Yard	<u>Eighty Six</u> Dollars and Cents per Cubic Yard	\$ <u>86.00</u>	\$ <u>26,630</u>
16	Furnish and Install Planting Soil Media (Including Excavation and Disposal of Existing Material)	55 Cubic Yard	<u>Forty Five</u> Dollars and Cents per Cubic Yard	\$ <u>45.00</u>	\$ <u>3,575</u>
17	Furnish and Install Tree Grate Frame and Tree Grate	6 EA	Three thousand Seven hundred Dollars and Cents per Each	\$ <u>3,700</u>	\$ <u>22,200</u>
18	Furnish and Install Tree Plantings (including Watering Bags)	6 EA	Six hundred Fifty Dollars and Cents per Each	\$ <u>650</u>	\$ <u>3,900</u>
19	Furnish and Install Shrub Plantings	2 EA	Sixty Seven Dollars Fifty Cents Dollars and Cents per Each	\$ <u>67.50</u>	\$ <u>135</u>
20	Furnish and Install Perennial Plantings	105 EA	<u>Forty Two</u> Dollars and Cents per Each	\$ <u>42.00</u>	\$ <u>4,410</u>
21	Furnish and Install Shredded Hardwood Mulch	10 Cubic Yards	<u>Fifty Nine</u> Dollars and Cents per Cubic Yard	\$ <u>59</u>	\$ <u>590</u>

COPPER CITY COMMONS PEDESTRIAN IMPROVEMENT PROJECT
CITY OF ROME, ONEIDA COUNTY, NEW YORK

BD-3
BID SUMMARY FORM

22	Reset Frame and Grate	6 EA	Two thousand Dollars and Cents per Each	\$ 2,000	\$ 6,000
23	Installation of Concrete Stairs (Including Excavation, Foundations and Backfill)	4 EA	Three thousand Five hundred Dollars and Cents per Each	\$ 3,500	\$ 14,000
24	Furnish and Install Railing for Ramps and Stairs	129 LF	Seventy Dollars and Cents per Linear Feet	\$ 70. ⁰⁰	\$ 9,030
25	Installation of Curb Ramps Including Detectable Warning	3 EA	Three thousand Four hundred Dollars and Cents per Each	\$ 3,400	\$ 10,200
26	Furnish and Install Ornamental Bench	5 EA	Two thousand Five hundred Dollars and Cents per Each	\$ 2,500	\$ 12,500
27	Furnish and Install Ornamental Trash Receptacle	3 EA	One thousand Seven hundred Dollars and Cents per Each	\$ 1,700	\$ 5,100

COPPER CITY COMMONS PEDESTRIAN IMPROVEMENT PROJECT
CITY OF ROME, ONEIDA COUNTY, NEW YORK

**BD-3
BID SUMMARY FORM**

COPPER CITY COMMONS WORK TOTAL BASE BID (Base Bid Items 1-27)	Five hundred Sixty Nine Thousand Seven hundred and no cents Total Dollars and Cents	\$ 569,709	\$ 569,709
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COPPER CITY COMMONS
CITY OF ROME, ONEIDA COUNTY, NEW YORK

BD-3
BID SUMMARY FORM

Bid Notes:

1. Bid items to include all costs associated with furnishing, installing and completing work as described in Contract Drawings.
2. Contractor shall review the Contract Drawings and project site to fully understand their responsibilities in completing the work.
3. Bids shall include survey stake-out by licensed surveyor.
4. The Contractor is responsible for paying for any testing services called for in the Contract Documents.

Addendums:

Bidder acknowledges receipt of the following addenda and agrees to be bound by all addendums whether or not listed herein.

Addendum No.

Date of Addendum

_____	_____
_____	_____
_____	_____

COPPER CITY COMMONS PEDESTRIAN
IMPROVEMENT PROJECT
CITY OF ROME, ONEIDA COUNTY, NEW YORK

BD-4
BIDDER INFORMATION SHEET

NAME OF BIDDER*: MJ DAKOTA INC
ADDRESS: 114 N main St
CANTON NY 13611
PHONE NUMBER: 515 127 1136
EMAIL: dakota@mjdakota.com
TYPE OF ENTITY: CORPORATION PARTNERSHIP _____ INDIVIDUAL _____

IF A NON-PUBLICLY OWNED CORPORATION

NAME OF CORPORATION: MJ Dakota Inc

LIST OF PRINCIPAL STOCKHOLDERS (HOLDING OVER 5% OF OUTSTANDING SHARES):
MIKE DeLuffa

LIST OF OFFICERS: MIKE DeLuffa
Darola DeLuffa

LIST OF DIRECTORS: _____

DATE OF ORGANIZATION: _____

IF A PARTNERSHIP: _____

PARTNERS: _____

NAME OF PARTNERSHIP: _____

DATE OF ORGANIZATION: _____

*IF THE BUSINESS IS CONDUCTED UNDER AN ASSUMED NAME, A COPY OF THE
CERTIFICATE REQUIRED TO BE FILED UNDER THE NEW YORK STATE GENERAL
BUSINESS LAW MUST BE ATTACHED.

COPPER CITY COMMONS PEDESTRIAN
IMPROVEMENT PROJECT
CITY OF ROME, ONEIDA COUNTY, NEW YORK

BD-5

CERTIFIED COPY OF
RESOLUTION OF BOARD OF DIRECTORS

MT Dakota Inc
(NAME OF CORPORATION)

"Resolved that Dakota DeLoffa Manager
(Person Authorized to Sign) (Title)
of MT Dakota Inc authorized to sign and submit Bid for this corporation
(Name of Corporation) for the following project: Copper City
Commons
and to include in such bid the certificate as to non-collusion, and for any inaccuracies or
misstatements in such certificate this corporate Bidder shall be liable under the penalties
of perjury.

The foregoing is true and correct copy of resolution adopted by:

MT Dakota Inc.
(NAME OF CORPORATION)

At meeting of its Board of Directors held on the 22 day of July, 2020

By: Dakota DeLoffa

Title: Manager

(SEAL)

This form **must be** completed if the Bidder is a Corporation.

COPPER CITY COMMONS PEDESTRIAN
IMPROVEMENT PROJECT
CITY OF ROME, ONEIDA COUNTY, NEW YORK

BD-6
NON-COLLUSIVE BIDDING AND DISBARMENT CERTIFICATIONS

1. SECTION 103-D, GEN. MUNICIPAL LAW & SECTION 139-D OF STATE FINANCE LAW
CERTIFICATION:

1. Every Bidder hereafter made to the state or any public department, agency, or official thereof, where competitive bidding is required by statute, rule, or regulation, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury.

Non-Collusive bidding certification

- a. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

- (1) The prices in the bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or to any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit a bid for the purpose of restricting competition.

- b. A bid shall not be considered for award nor shall any award be made where 1, a, b, and c above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore.

The fact that a bidder (1) has published price lists, rates or tariffs covering items being procured, (2) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (3) has sold the same items to other customers at the same prices being bid does not constitute, without more, a disclosure within the meaning of subparagraph One (a) above.

2. Any bid hereafter made to the state or any public department agency, or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold,

COPPER CITY COMMONS PEDESTRIAN
IMPROVEMENT PROJECT
CITY OF ROME, ONEIDA COUNTY, NEW YORK

NON-COLLUSIVE BIDDING CERTIFICATION BIDDER INFORMATION

Bidder to provide information listed below:

Bidder Address: 114 W. Main St
Street or P. O. Box Number
Rome
City
NY 13421
State Zip

Federal Identification No: 13-4237143
Name of Contact Person: MIKE DeCoffa
Phone No. of Contact Person: 515 127 1136

If Bidder is a Corporation:

MIKE DeCoffa
President's Name and Address

Vice Presidents Name and Address
DANIELA DeCoffa
Other Officer's Name and Address

If Bidder is a Partnership:

Partners Name and Address

Partners Name and Address

If Bidder is a Sole Proprietorship

Owners Name and Address

COPPER CITY COMMONS PEDESTRIAN
IMPROVEMENT PROJECT
CITY OF ROME, ONEIDA COUNTY, NEW YORK

where competitive bidding is required by statute, rule, or regulation, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder and such authorization shall be deemed to have included the signing and submission of the bid and the inclusion therein of the certificates to non-collusion as the act and deed of the corporation.

II. TITLE 23, U.S.C., SECTION 112(C) CERTIFICATION:

By submission of this bid, the bidder does hereby tender to the Owner this sworn statement pursuant to Section 112 (c) of Title 23 U.S.C. (Highways) and does hereby certify, in conformance with said section 112 (c) of Title 23 U.S.C. (Highways) that he said Contractor has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the above contract.

III. TITLE 49 U.S.C., PART 29 DISBARMENT/INELIGIBILITY DISCLOSURE:

The signator to the proposal, being duly sworn, certifies that, EXCEPT AS NOTED BELOW, his/her company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (of five percent or more ownership):

- a. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- b. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any Federal agency within the past three years;
- c. Does not have a proposed debarment pending; and
- d. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

Exceptions: The Contractor should list any relevant information, attaching additional sheets to the proposal if necessary. (Exceptions will not necessarily result in disapproval, but will be considered in determining responsibility. For any exception noted, the Contractor should indicate to whom it applies, the initiating agency, and the dates of actions. Providing false information may result in criminal prosecution or administrative sanctions.)

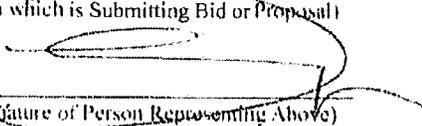
COPPER CITY COMMONS PEDESTRIAN
IMPROVEMENT PROJECT
CITY OF ROME, ONEIDA COUNTY, NEW YORK

BY EXECUTING THIS DOCUMENT, THE CONTRACTOR AGREES TO:

1. Perform all work listed in accordance with the Contract Documents at the unit prices bid; subject to the provisions of the Standard Specifications, Construction Materials, published by the New York State Department of Transportation, and dated May 1, 2008, and addenda thereto, if applicable;
2. All the terms and conditions of the non-collusive bidding certifications required by section 139d of State Finance Law, and Section 112(c), Title 23, U.S. Code;
3. Certification of Specialty Items category selected, if contained in this proposal;
4. Certification of any other clauses required by this proposal and contained herein;
5. Certification, under penalty of perjury, as to the current history regarding suspensions, debarments, Voluntary exclusions, determinations of ineligibility, indictments, or civil judgments required by 49 CFT Part 29

NT Dunlop, Inc
(Legal name of Person, Corporation, or Firm which is Submitting Bid or Proposal)

Date 7/22/20

By: 
(Signature of Person Representing Above)

As: president
(Official Title of Signator in Above Firm)

(Acknowledge By a Corporation)

STATE OF NEW YORK)

) SS:

COUNTY OF Madison

On this 22 day of July, 20 before me personally came Michael J. Dunlop to me known and known to me to be the person who executed the above instrument, who being duly sworn by me, did depose and say that he/she resides at _____ and that he/she is the president of the Corporation described in and which executed the above instrument, and that he/she signed his/her name thereto on behalf of said Corporation by order of the Board of Directors of said Corporation.

NICOLE ROSE
NOTARY PUBLIC STATE OF NEW YORK
QUALIFIED IN MADISON COUNTY
LIC. #01RO6309249
MY COMMISSION EXPIRES AUGUST 11, 2022


Notary Public

COPPER CITY COMMONS PEDESTRIAN
IMPROVEMENT PROJECT
CITY OF ROME, ONEIDA COUNTY, NEW YORK

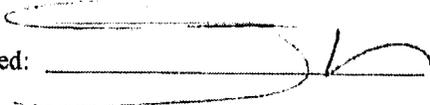
BD-7
AFFIDAVIT OF WORKERS COMPENSATION

State of New York

SS:

County of Madison

of Michael Ruffa being
duly sworn, deposes and says that he now carries or that he has applied for a New York State
Workers Compensation Policy to cover the operations, as set forth in the preceding contract, and
to comply with the provisions thereof.

Signed: _____


Subscribed and sworn to before me this 22 day of July, 2017


Notary Public

NICOLE ROSE
NOTARY PUBLIC STATE OF NEW YORK
QUALIFIED IN MADISON COUNTY
LIC. #01RO6309249
MY COMMISSION EXPIRES AUGUST 11, 2017

AIA Document A310™ - 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
M.J. Dakota Inc.
114 N. Main St.
Oneida, NY 13421

SURETY:
(Name, legal status and principal place of business)
QBE INSURANCE CORPORATION
One General Drive
Sun Prairie, WI 53596

OWNER:
(Name, legal status and address)
City of Rome
198 N Washington St
Rome, NY 13440

BOND AMOUNT: Five Percent of Contract Amount (5%)

PROJECT:
(Name, location or address, and Project number, if any)
Cooper City Commons Pedestrian Improvement Site Work

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount, for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated hereinto. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 23rd day of July, 2020

[Signature]
(Witness)

M.J. Dakota Inc.
(Principal)

(Title) Mike DeCuffa, President
QBE INSURANCE CORPORATION

[Signature]
Witness, Joseph Cardinale

(Surety)
(Title) Gary Cardinale, Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document on which this text appears in RED. An original assures that changes will not be obscured.

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ACKNOWLEDGMENT OF PRINCIPAL

STATE OF New York)
) SS
COUNTY OF Erie)

On the 23rd day of July in the year 2020, before me, the undersigned, personally appeared Mike DeCuffa, 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 the instrument

Colleen A. Kendziora
Notary Public

ACKNOWLEDGMENT OF SURETY

STATE OF New York)
) SS:
COUNTY OF Erie)

COLLEEN A KENDZIORA
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. OIKE4993847
Qualified in Erie County
Commission Expires March 23, 2022

On the 23rd day of July in the year 2020, before me, the undersigned, personally appeared Gary Cardinale, 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 the instrument.

Colleen A. Kendziora
Notary Public

COLLEEN A KENDZIORA
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. OIKE4993847
Qualified in Erie County
Commission Expires March 23, 2022

QBE INSURANCE CORPORATION

Statement of Admitted Assets, Liabilities and Capital and Surplus

As of December 31, 2019

(In thousands)

ADMITTED ASSETS

Cash and invested assets	\$ 1,634,990
Agents' balances and uncollected premiums, net of commission and balances over 90 days past due	272,747
Reinsurance recoverable on paid losses and loss adjustment expenses	161,468
Funds held by ceding companies	(1,038)
Net deferred tax asset	66,992
Investment income due and accrued	7,176
Receivables from parent, subsidiaries and affiliates	128,754
Other assets	261,344
TOTAL ADMITTED ASSETS	\$ 2,532,433

LIABILITIES AND CAPITAL AND SURPLUS

Liabilities

Reserves for losses and loss adjustment expenses	\$ 848,995
Unearned premiums	441,252
Reinsurance payable on paid loss and loss adjustment expenses	168,783
Ceded reinsurance premiums payable, net of commissions	169,271
Other expenses	(946)
Commissions payable	68,104
Funds held under reinsurance	2,035
Taxes, licenses and fees	816
Remittances and items not allocated	41,791
Payable to parent, subsidiaries and affiliates	43,851
Provision for reinsurance	5,482
Retroactive reinsurance	
Amounts withheld or retained for account of others	175
Other liabilities	(5,004)
Total Liabilities	\$ 1,782,618

Capital and Surplus

Common stock	\$ 4,388
Preferred stock	500
Gross paid in and contributed surplus	848,175
Special surplus funds	
Unassigned funds (deficit)	(103,247)
Total capital and surplus	\$ 749,816

TOTAL LIABILITIES AND CAPITAL AND SURPLUS

\$ 2,532,433

I, Charles Cygal, Vice President of QBE Insurance Corporation, hereby certify that the above is an accurate representation of the financial statement of QBE Insurance Corporation dated December 31, 2019, as filed with the various State Insurance Departments and is a true and correct statement of the condition of QBE Insurance Corporation as of that date.



QBE INSURANCE CORPORATION

By: Charles Cygal, Vice President

Subscribed and sworn to me this 16th day of April 2020.

HARPREET KAUR MANN
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02MA6335099
Qualified in New York County
My Commission Expires January 30, 2024

By: Harpreet Kaur Mann, Notary Public



POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS, that QBE Insurance Corporation (the "Company"), a corporation duly organized and existing under the laws of the State of Pennsylvania, having its principal office at 55 Water Street, New York, NY 10041, has made, constituted and appointed, and does by these presents make, constitute and appoint Gary Cardinale of World Wide Agent Services, Inc. of Buffalo, NY, its true and lawful Attorney-in-Fact to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings with the exception of financial guaranty insurance, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office or their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of New York, without giving effect to the principles of conflict of laws. This Power of Attorney is granted pursuant to the following resolutions, which were duly and validly adopted at a meeting of the Board of Directors of the Company with effect from June 30, 2014.

RESOLVED, that the Chief Executive Officer, any President, any Executive Vice President, any Senior Vice President, any Vice President, the Corporate Secretary or any Assistant Corporate Secretary is authorized to appoint one or more Attorneys-in-Fact and agents to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof, to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time;

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking will be valid and binding upon the Company when (a) signed by any of the aforesaid authorized officers; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and agents pursuant to the power prescribed in his/her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and

FURTHER RESOLVED, that the signature of any authorized officer and the seal of the Company may be drawn on or affixed by facsimile or electronically transmitted by email to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile or electronically reproduced signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

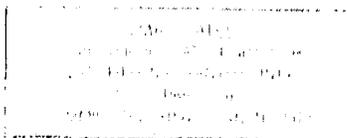
IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this December 19, 2019.

Attest
(Seal) By: *Brett Halsey*
Brett Halsey
Senior Vice President

QBE INSURANCE CORPORATION
By: *Charles Cygal*
Charles Cygal
Vice President

STATE OF NEW YORK)
)SS
COUNTY OF NEW YORK)

On this December 19, 2019, before me personally appeared Brett Halsey and Charles Cygal, both to me known to be Senior Vice President and Vice President, respectively, of QBE Insurance Corporation, and that each, as such, being authorized to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporation by each as a duly authorized officer.



By: *Sima S. Patel*
Sima S. Patel, Notary Public

CERTIFICATE

I, Mark Pasko, the undersigned, Corporate Secretary of QBE Insurance Corporation do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth herein, who executed the bond or undertaking to which this Power of Attorney is attached is in full force and effect as of this date.

Given under my hand and seal of the Company, this 23rd day of JULY, 2020

(Seal) By: *Mark Pasko*
Mark Pasko, Corporate Secretary

COPPER CITY COMMONS PEDESTRIAN IMPROVEMENT PROJECT
CITY OF ROME, ONEIDA COUNTY, NEW YORK

**BD-3
BID SUMMARY FORM**

COPPER CITY COMMONS WORK ADD ALTERNATE #1					
BID ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OR LUMP SUM PRICE		TOTAL BID ITEM AMOUNT
			WORDS	FIGURES	
1	Mobilization/Demobilization	Lump Sum	One Thousand Dollars and Cents per Lump Sum	\$ 1,000	\$ 1,000
2	Erosion and Sediment Control Measures – Installation and Maintenance	Lump Sum	One Thousand Dollars and Cents per Lump Sum	\$ 1,000	\$ 1,000
3	Traffic Control and Maintenance	Lump Sum	One Thousand Dollars and Cents per Lump Sum	\$ 1,000	\$ 1,000
4	Site Demolition and Removal Work	Lump Sum	Twelve Thousand Five Hundred Dollars and Cents per Lump Sum	\$ 12,500	\$ 12,500

COPPER CITY COMMONS PEDESTRIAN IMPROVEMENT PROJECT
CITY OF ROME, ONEIDA COUNTY, NEW YORK

BD-3
BID SUMMARY FORM

5	Furnish and Install 6" Reveal Granite Curbing (Include Concrete Backing / Bedding, Underdrain and Asphalt Restoration)	157 Linear Feet	<u>Eighty</u> Dollars and Cents per Linear Foot	\$ <u>80</u> ⁰⁰	<u>\$ 12,560</u>
6	Furnish and Install Standard Duty Concrete (Include Subbase Course)	267 Square Yards	<u>One Hundred Seven</u> Dollars and Cents per Square Yards	\$ <u>107</u> ⁰⁰	<u>\$ 28,569</u>
7	Furnish and Install Paver Treatment Type 1 (Include Filter Fabric, Sand Setting Bed and Protective Sealant)	170 Square Feet	<u>Twenty Four</u> Dollars and Cents per Square Feet	\$ <u>24</u> ⁰⁰	<u>\$ 4,080</u>
8	Furnish and Install Paver Treatment Type 2 (Include Filter Fabric, Sand Setting Bed and Protective Sealant)	291 Square Feet	<u>Twenty</u> Dollars and Cents per Square Feet	\$ <u>20</u> ⁰⁰	<u>\$ 5,820</u>
9	Furnish and Install Brick Faced Wall with Precast Concrete Cap (Including Excavation, Footing, Concrete Core, Backfill, Brick Veneer, Precast Concrete Cap and all Connection Materials.	64 Linear Feet	<u>Six Hundred Eighty Seven</u> Dollars and Cents per Linear Foot	\$ <u>687</u> ⁰⁰	<u>\$ 43,968</u>

COPPER CITY COMMONS PEDESTRIAN IMPROVEMENT PROJECT
CITY OF ROME, ONEIDA COUNTY, NEW YORK

BD-3
BID SUMMARY FORM

10	Furnish and Install Fence on Brick Faced Wall with Precast Concrete Cap.	64 Linear Feet	<u>Ninety</u> Dollars and Cents per Linear Foot	\$ <u>90⁰⁰</u>	\$ <u>5,760</u>
11	Furnish and Install Planting Soil Media (Including Excavation and Disposal of Existing Material)	9 Cubic Yard	<u>Sixty five</u> Dollars and Cents per Cubic Yard	\$ <u>65⁰⁰</u>	\$ <u>585</u>
12	Furnish and Install Perennial Plantings	13 EA	<u>Forty two</u> Dollars and Cents per Each	\$ <u>42⁰⁰</u>	\$ <u>546</u>
13	Furnish and Install Shrub Planting	3 EA	<u>Seventy</u> Dollars and Cents per Each	\$ <u>70</u>	\$ <u>210</u>
14	Furnish and Install Shredded Hardwood Mulch	2 Cubic Yards	<u>Sixty</u> Dollars and Cents per Cubic Yard	\$ <u>60⁰⁰</u>	\$ <u>120</u>
15	Installation of Curb Ramps Including Detectable Warning	1 EA	<u>Three thousand four hundred</u> Dollars and Cents per Each	\$ <u>3,400</u>	\$ <u>3,400</u>
16	Furnish and Install Ornamental Bench	5 EA	<u>Twenty five hundred</u> Dollars and Cents per Each	\$ <u>2,500</u>	\$ <u>12,500</u>

COPPER CITY COMMONS PEDESTRIAN IMPROVEMENT PROJECT
CITY OF ROME, ONEIDA COUNTY, NEW YORK

BD-3
BID SUMMARY FORM

17	Furnish and Install Ornamental Trash Receptacle	1 EA	<u>Eighteen hundred</u> Dollars and Cents per Each	\$ <u>1,800</u>	\$ <u>1,800</u>
18	Remove and Replace In-Kind Accessible Parking Signs	2 EA	<u>One hundred fifty</u> Dollars and Cents per Each	\$ <u>150</u>	\$ <u>300</u>
COPPER CITY COMMONS WORK TOTAL ADD ALTERNATE #1 (Base Bid Items 1-18)			<u>One hundred thirty five Thousand Seven hundred Eighteen</u> Total Dollars and Cents	\$ <u>135,718</u>	\$ <u>135,718</u>

COPPER CITY COMMONS PEDESTRIAN IMPROVEMENT PROJECT
CITY OF ROME, ONEIDA COUNTY, NEW YORK

**BD-3
BID SUMMARY FORM**

COPPER CITY COMMONS WORK ADD ALTERNATE #2					
BID ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OR LUMP SUM PRICE		TOTAL BID ITEM AMOUNT
			WORDS	FIGURES	
1	Mobilization/Demobilization	Lump Sum	One Thousand Dollars and Cents per Lump Sum	\$ 1,000	\$ 1,000
2	Erosion and Sediment Control Measures – Installation and Maintenance	Lump Sum	One Thousand Dollars and Cents per Lump Sum	\$ 1,000	\$ 1,000
3	Traffic Control and Maintenance	Lump Sum	One Thousand Dollars and Cents per Lump Sum	\$ 1,000	\$ 1,000
4	Site Demolition and Removal Work	Lump Sum	Five Thousand Dollars and Cents per Lump Sum	\$ 5,000	\$ 5,000
5	Furnish and Install 6" Reveal Granite Curbing (Include Concrete Backing / Bedding, Underdrain and Asphalt Restoration)	10 Linear Feet	Forty Nine Dollars and Cents per Linear Foot	\$ 492.00	\$ 492

COPPER CITY COMMONS PEDESTRIAN IMPROVEMENT PROJECT
CITY OF ROME, ONEIDA COUNTY, NEW YORK

BD-3
BID SUMMARY FORM

6	Furnish and Install Standard Duty Concrete (Include Subbase Course)	90 Square Yards	<u>NINETY</u> Dollars and Cents per Square Yards	\$ <u>90.00</u>	\$ <u>8,100</u>
7	Furnish and Install Paver Treatment Type 1 (Include Filter Fabric, Sand Setting Bed and Protective Sealant)	94 Square Feet	<u>TWENTY FOUR</u> Dollars and Cents per Square Feet	\$ <u>24.00</u>	\$ <u>2,256</u>
8	Furnish and Install Paver Treatment Type 2 (Include Filter Fabric, Sand Setting Bed and Protective Sealant)	84 Square Feet	<u>TWENTY</u> Dollars and Cents per Square Feet	\$ <u>20.00</u>	\$ <u>1,680</u>
9	Furnish and Install Brick Faced Wall with Precast Concrete Cap (Including Excavation, Footing, Concrete Core, Backfill, Brick Veneer, Precast Concrete Cap and all Connection Materials.	43 Linear Feet	<u>SIX HUNDRED FORTY</u> Dollars and Cents per Linear Feet	\$ <u>640.00</u>	\$ <u>27,520</u>
10	Furnish and Install Fence on Brick Faced Wall with Precast Concrete Cap.	43 Linear Feet	<u>NINETY</u> Dollars and Cents per Linear Feet	\$ <u>90.00</u>	\$ <u>3,870</u>
11	Furnish and Install Planting Soil Media (Including Excavation and Disposal of Existing Material)	21 Cubic Yard	<u>THIRTY FIVE</u> Dollars and Cents per Cubic Yard	\$ <u>25.00</u>	\$ <u>525</u>

COPPER CITY COMMONS PEDESTRIAN IMPROVEMENT PROJECT
CITY OF ROME, ONEIDA COUNTY, NEW YORK

BD-3
BID SUMMARY FORM

12	Furnish and Install Perennial Plantings	46 EA	<u>Forty</u> Dollars and Cents per Each	\$ <u>40⁰⁰</u>	\$ <u>1,840</u>
13	Furnish and Install Shrub Planting	3 EA	<u>Seventy</u> Dollars and Cents per Each	\$ <u>70⁰⁰</u>	\$ <u>210</u>
14	Furnish and Install Shredded Hardwood Mulch	5 Cubic Yards	<u>Sixty</u> Dollars and Cents per Cubic Yard	\$ <u>60</u>	\$ <u>300</u>
15	Reset Frame and Grate	1 EA	<u>Six hundred Fifty</u> Dollars and Cents per Each	\$ <u>650</u>	\$ <u>650</u>
COPPER CITY COMMONS WORK TOTAL ADD ALTERNATE #2 (Base Bid Items 1-15)			<u>Fifty Six Thousand</u> <u>Seven hundred eleven</u> Total Dollars and Cents	\$ <u>56,711</u>	\$ <u>56,711</u>

RESOLUTION NO. 120

**AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT
WITH THE FIRST PRESBYTERIAN CHURCH FOR THE USE
OF PARKING LOT(S) AT THE JUSTICE BUILDING
RELATIVE TO EMPLOYEE PARKING REQUIREMENTS.**

By _____:

WHEREAS, for the past several years the City of Rome, New York, has been authorized to and entered into agreements with the First Presbyterian Church of Rome, New York, for the use of parking lot(s) relative to employee parking requirements at the Justice Building; and

WHEREAS, Butch Conover, Commissioner of Public Works for the City of Rome, New York, has recommended that the City of Rome again enter into an agreement with the First Presbyterian Church for the use of parking lot(s) relative to employee parking requirements at the Justice Building; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that it does hereby authorize the Mayor of the City of Rome to enter into an agreement with the First Presbyterian Church for the use of parking lot(s) relative to employee parking requirements at the Justice Building, under the same terms and conditions as previously authorized, beginning for the period of October 1, 2020 through September 30, 2021, including the arrangement between the City and the First Presbyterian Church for snowplowing, whereby the City of Rome will pay for plowing up to \$2,500.00, with the First Presbyterian Church covering the plowing costs from \$2,500.00 to \$3,500.00, followed by the City of Rome and the First Presbyterian Church splitting the cost of any plowing over \$3,500.00, with the further restriction that the first row (most easterly) parking spots in the Huntington Street lot closest to James Street to be reserved for Church use only.

Seconded by _____.

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

ADOPTED _____ DEFEATED _____

FIRST PRESBYTERIAN CHURCH
108 West Court St. · Rome, NY 13440

Phone: (315) 336-1380

www.firstpresrome.com · firstpresrome@gmail.com

Department of Public Works
City of Rome
Attn: Commissioner Butch Conover
198 N Washington St
Rome, NY 13440

Dear Commissioner,

The First Presbyterian Church would like to renew our agreement with the City for use of our parking lots to support activities at the Justice building, cover our liability for such use and share snow-removal costs as we have in years past. We believe that this sharing of cost to clear our parking lots is fair compensation as the Police Department and the City Court use our parking lots each weekday.

We appreciate the way the police and court are cooperative and adapt to days when we have funerals or other special events during weekdays. Thank you for working with us on day to day needs as well as the inevitable work of moving snow when winter comes.

Thank you. We look forward to hearing from you.

Ray Tucker
President of Corporation / Property Committee

cc: Sam Pendergrast, Pastor

RESOLUTION NO. 121

**AUTHORIZING THE MAYOR OF THE CITY OF ROME
TO EXTEND AN AGREEMENT WITH ARIES CHEMICAL (\$154,000.00).**

By _____;

WHEREAS, the Board of Estimate and Contract authorized the City of Rome to enter into an agreement with Aries Chemical pursuant to Resolution No. 135, adopted on June 13, 2019; and

WHEREAS, this authorization included the extension of the agreement upon mutual agreement of the parties; and

WHEREAS, Butch Conover, Commissioner of the Department of Public Works for the City of Rome, New York, has recommended that the City of Rome, New York, extend an agreement with Aries Chemical for the supply and delivery of approximately 70 tons of Liquid Cationic Polymer, for a total amount not to exceed \$25,000.00 (annually), for a one year period effective upon execution; 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 a contract extension Aries Chemical for the supply and delivery of approximately 70 tons of Liquid Cationic Polymer, for a total amount not to exceed \$25,000.00 (annually), for a one year period effective upon execution, the terms of said Agreement are set forth and more specifically described in the attached Agreement which is made part of this Resolution.

Seconded by _____.

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

ADOPTED _____ DEFEATED _____

AGREEMENT

THIS AGREEMENT, entered into this 16 day of Aug, 2019, 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 ARIES CHEMICAL INC., a corporation doing business under the laws of the State of New York, with its principal place of business located at Beaver Falls, New York, with a mailing address of P.O. Box 519, Beaver Falls, New York 13305, hereinafter referred to as "ARIES".

In consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, CITY and ARIES agree as follows:

1. SALE

ARIES agrees to sell and deliver and CITY agrees to buy, receive and pay for during the term and in accordance with the provisions of this Agreement, approximately 70 tons of Liquid Cationic Polymer, as set forth more specifically in the bid packet submitted by ARIES, which is attached hereto as Exhibit A and made a part hereof. CITY shall pay to ARIES a price of One Dollars and 10/100 (\$1.10) per pound for the term of this Agreement, for a total contract price not to exceed One Hundred Fifty-Four Thousand Dollars and 00/100 (\$154,000.00) for 70 tons.

2. PRODUCTS

In the performance of their respective obligations, ARIES will deliver and CITY will receive and pay for, upon receipt of a statement, the following grades of products of the kind and quality marketed by ARIES at the time and place of delivery, that is, approximately 70 tons of Liquid Cationic Polymer for use at the Rome Water Filtration Plant.

If the products covered by this Agreement are not described by brand names or other specific designations, then the products to be delivered and accepted shall be of such classes of products as ARIES shall from time to time be selling to other customers similar to CITY in CITY'S territory.

3. METHOD AND DELIVERY

ARIES shall make available to CITY, as deemed necessary by CITY, and CITY shall receive the products as covered by this Agreement. ARIES shall deliver said Liquid Cationic Polymer and shall comply with all applicable New York State, federal and local

requirements, including but not limited to those promulgated by the New York State Department of Health.

In the event that **ARIES** is unable to provide the products set forth by the terms of this Agreement, **ARIES** shall arrange to provide **CITY** with an alternative source to supply Liquid Cationic Polymer at no extra charge to **CITY**, until such time as **ARIES** can comply with the terms of this Agreement.

4. **TERM**

This Agreement shall become effective on the date of execution and remain in effect for a period of one (1) year from that date with two (2) twelve month extensions upon mutual agreement of the parties.

5. **SCHEDULE**

ARIES shall make available to **CITY** the products specified herein as deemed necessary by **CITY**. **ARIES** understands that prompt and ready delivery of the product delineated under this Agreement is required by **CITY** in order to meet its schedules and commitments and that time is of the essence to this Agreement. **ARIES** shall immediately notify **CITY'S** Department of Public Works in writing of any difficulty in complying with the requirements of this Agreement. **CITY** may require **ARIES** to demonstrate an alternative means of recovering the anticipated or actual delay in contract performance. Neither party shall be responsible for any delays that are not due to such party's fault or negligence and that could not have reasonably been foreseen or provided against. In the event of a shortage of Liquid Cationic Polymer, **ARIES** agrees that **CITY** shall receive first priority to any available supplies.

6. **BILLING AND PAYMENT**

ARIES shall issue a statement to **CITY** upon the delivery of the product set forth under the terms of this Agreement. It shall be the obligation of **ARIES** to submit invoices to **CITY** for all payments and fees due hereunder and, within thirty (30) days of **CITY'S** receipt of said invoices, **CITY** shall make payment of same. **CITY** is a municipal corporation and as such shall not be subject to any sales tax, federal excise tax, or transportation tax. **CITY** will not be assessed any additional fees or charges in the event that payment has not been made to **ARIES** within the thirty (30) day period.

7. **INSURANCE**

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

ARIES 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 Two Million and 00/100 Dollars, (\$2,000,000.00), per occurrence, for Bodily injury and Death/Property damage and a minimum general aggregate coverage of Four Million and 00/100 Dollars (\$4,000,000.00).

ARIES 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**.

8. **NYS INFORMATION SECURITY BREACH AND NOTIFICATION ACT**

ARIES agrees to comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa). **ARIES** 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 **ARIES** or its agents, officers, employees or subcontractors.

9. **LIABILITY/INDEMNIFICATION**

ARIES agrees that **CITY** is to be exempt from any and all liability for any damage, injury or death to person or property of **ARIES**, including **ARIES'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**.

ARIES 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 injuries or death to persons, property damage, and for anything and everything whatsoever arising from or out of the work of **ARIES** 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 **ARIES** or failure on the part of **ARIES** to comply with any of the covenants, terms or conditions of this Agreement.

10. **IMPOSSIBILITY**

In case the product or premises that are the subject to this Agreement, or any part thereof, shall be destroyed or damaged by fire or other natural disasters, including flooding, wind, etc., or by acts of vandalism, or if any other casualty or unforeseen occurrence shall render the fulfillment of this Agreement impossible, neither party shall in any case be held liable or responsible to the other party for any damage caused thereby nor be held responsible for fulfillment of their portion of this Agreement.

11. **TERMINATION**

CITY may, in its sole discretion and on sixty (60) days prior written notice to **ARIES**, 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, **ARIES** shall be entitled to receive compensation for services performed up to the date of termination.

12. **NOTICE**

Any notice required or permitted to be given hereunder shall be deemed properly given at the time it is personally delivered or mailed, properly addressed and postpaid, to the address specified below or to such other address as may be specified in writing:

The City of Rome New York
Attention: Zach Cortese, Purchasing Agent
198 North Washington Street
Rome, New York 13440

Aries Chemical, Inc.
Attention: Bruce Graveley, Vice President
P.O. Box 519, 6604 Depot Street
Beaver Falls, New York 13305

13. **WAIVER**

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

14. **ASSIGNMENT**

No assignment by either party of any rights, including rights to moneys due or to become due under this Agreement, or delegation of any duties under this Agreement or under any order subject to this Agreement, shall be binding upon the other party until its written consent has been obtained.

15. **PARTIAL INVALIDITY**

If any provision of this Agreement or of any part thereof is or becomes void or unenforceable by force or operation of law, the other provisions shall remain valid and enforceable.

16. **MODIFICATION**

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 both parties.

17. **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.

18. **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.

19. **HEADINGS**

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

20. **ADDITIONAL PROVISIONS**

This Agreement contains the binding agreements 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.

21. **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.

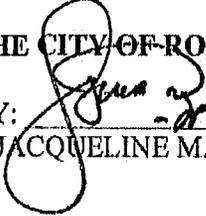
22. **SURVIVAL**

All representations, covenants and warranties shall survive the execution of this Agreement and sections 7, 9, 18 and 21 shall survive termination of this Agreement.

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

THE CITY OF ROME, NEW YORK

BY: 
JACQUELINE M. IZZO, MAYOR

APPROVED AUG 0.8 2019 

Approved As To Form
City of Rome, New York

ARIES CHEMICAL INC.

BY: 

NAME: Brian Graveley

TITLE: President

CORPORATION COUNSEL - CITY OF ROME, NEW YORK

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

On the 14 day of Aug, in the year 2019, 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 his capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

DANA L. CHIRILLO
Notary Public in the State of New York
No. 01CH6221103
Qualified in Oneida County
My Commission Expires April 26, 2022


Notary Public

DANA L. CHIRILLO
Notary Public in the State of New York
No. 01CH6221103
Qualified in Oneida County
My Commission Expires April 26, 2022

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

On the 22nd day of July, in the year 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Brian Graveley, President of **Aries Chemical 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 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

ANDREA SEAVER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SE6307013
Qualified in Lewis County
My Commission Expires June 30, 2022

**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

CORPORATION COUNSEL - CITY OF ROMIE, NEW YORK

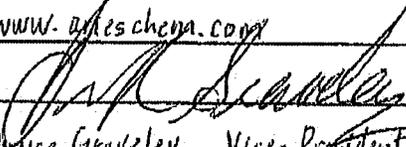
JACQUELINE M. IZZO
MAYOR



ZACH CORTESE
PURCHASING AGENT

PURCHASING DEPARTMENT
ROME CITY HALL ♦ 198 N. WASHINGTON STREET
ROME, NEW YORK 13440-5815
(315) 339-7665 ♦ FAX (315) 838-1165
zcortese@romecitygov.com
www.romenewyork.com

BID NUMBER: RFB-2019-003
BID OPENING: 5/22/2019 at 3:00 PM (local time)
BID TITLE: SUPPLY AND DELIVERY OF APPROXIMATELY 70 TONS
LIQUID KEMIRA SUPER FLOC C577 CATIONIC POLYMER
TO CITY OF ROME WATER FILTRATION PLANT

COMPANY NAME: Aries Chemical
MAILING ADDRESS: PO Box 519
Beaver Falls, NY 13305
PHONE: 315-346-1489
FAX: 315-346-1650
EMAIL: aries@arieschem.com
WEBSITE: www.arieschem.com
SIGNATURE: 
PRINTED NAME/TITLE: Bruce Gravelley, Vice-President
TOTAL OF BID \$154,000 for 70 tons or \$1.10 per pound.

PROPOSER'S WARRANTY: The above-signed person by his/her affixed signature certifies that he/she is an officer of the organization. He/she has been specifically authorized to offer a proposal in full compliance with all requirements and conditions, as set forth in this Proposal, other than those deviations noted above. He/she has fully read and understands the Proposal and has full knowledge of the scope, nature, quantity, and quality of work to be performed and that he/she has carefully examined and checked the materials, equipment, labor, service, and cost thereof, and hereby states that the amount or amounts set forth in the proposal is or are correct. The bidder further agrees not to make claim for reformation, modification, or correction of this proposal after the scheduled closing time for receipt of proposal bids.

RESOLUTION NO. 122

**AUTHORIZING THE EXTENSION OF AN INTERMUNICIPAL AGREEMENT
BETWEEN THE CITY OF ROME AND THE TOWN OF LEE
REGARDING THE SUPPLY OF WATER TO THE TOWN OF LEE, NEW YORK.**

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, providing that the City's water supply is sufficient to meet its needs and that of the corporation or individual; and

WHEREAS, the Town of Lee, New York ("Lee" or "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, on or about January 19, 1968, as amended on July 30, 1970, the City and Town entered into an inter-municipal agreement for the provision of the City's water service in to certain portions of the Town; and

WHEREAS, pursuant to Ordinance No. 8349, adopted by the Rome Common Council on December 17, 2007, the City of Rome and the Town of Lee entered in to an inter-municipal agreement for a period of five (5) years, commencing on the 1st day of January, 2006, and terminating on the 31st day of December 2010, whereby the City of Rome supplies the Town of Lee with water, subject to certain terms and conditions; and

WHEREAS, pursuant to Ordinance No. 8688, as amended, the Rome Common Council, on December 14, 2011, authorized the extension of the Agreement with the Town of Lee for the provision of water for a period of two (2) years, upon the mutual execution of a written agreement containing such terms and conditions as agreed to by the City and Town; and

WHEREAS, pursuant to Ordinance No. 9056, the Rome Common Council, on November 15, 2015, authorized the extension of the Agreement with the Town of Lee for the provision of water for a period of five (5) years, which was to commence on and be retroactive to January 1, 2012 and terminate on December 31, 2015, upon the execution of a written agreement containing such terms and conditions as agreed to by the City and Town; and

WHEREAS, Butch Conover, Commissioner of Public Works, is of the opinion that it is in the City's best interest to authorize an extension to the water agreement with the Town of Lee for a term commencing and retroactive to January 1, 2016 and expiring

December 31, 2020, pursuant to the terms and conditions set forth in the attached agreement which is, by this reference, made a part hereof; 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 inter-municipal agreement for the sale and purchase of water by and between the City and the Town of Lee, New York, which said agreement is for a term of five (5) years commencing on and retroactive to January 1, 2016 and terminating on December 31, 2020, pursuant to the terms set forth in the attached agreement; and

Seconded by _____.

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

ADOPTED _____ DEFEATED _____

EXHIBIT "A"

AGREEMENT

THIS AGREEMENT, made this ___ day of July, 2020, by and between the **TOWN OF LEE**, 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, Lee, New York, 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 Agreement, dated January 19, 1968, as amended on July 30, 1970, the CITY and TOWN entered into an agreement, which set forth, among other things, the terms and conditions by which the CITY agreed to sell water to the TOWN and, in turn, the TOWN agreed to buy said water from the CITY;

WHEREAS, by decision dated May 11, 1979, the New York State Department of Environmental Conservation ("DEC") issued a determination as to the rates to be charged by the CITY to the TOWN for the sale and purchase of water, hereinafter as "Water Rate", retroactive to April 6, 1977, which said decision was affirmed by the New York State Supreme Court, Appellate Division, 3rd Department, by Decision dated July 24, 1980; however, said Decision annulled the retroactive effect of the DEC's decision regarding Water Rates; and

WHEREAS, since that time, the Water Rate for the TOWN has increased based on the costs of producing the water to the CITY; and

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

WHEREAS, the CITY provides water to certain CITY residents and/or the Town of Western via certain TOWN transmission and distribution facilities and equipment, including, but not limited to the Felton Avenue Connection, for which the CITY has agreed to reimburse the TOWN for past and future use for use of said facilities; 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; and

WHEREAS, pursuant to an Agreement, dated December 18, 2007, by and between the CITY and the TOWN (the "2007 Agreement"), the parties agreed to terms and conditions governing the CITY's supply of water to the TOWN for a term beginning on January 1, 2006 and ending on December 31, 2010; and

WHEREAS, on or about February 3, 2016, the parties executed an Addendum Agreement which covered the years 2011 through 2015; and

WHEREAS, from January 1, 2016 to the date of execution of this Agreement, TOWN purchased Surplus Water from CITY at a rate set by the CITY consistent with the increase to other municipalities receiving water from the CITY and based on the costs of producing the water to the CITY; and

WHEREAS, the parties wish to memorialize the purchases made by TOWN during such period and the parties hereto wish to release such other party from any liability related to such purchases; and

WHEREAS, upon execution of this Agreement by both parties, any and all previous agreements between the parties regarding the subject matter set forth herein shall be deemed to be terminated and this Agreement shall supersede such agreements; however, the parties do agree and covenant that the criteria as delineated and upheld by a 1979 DEC Decision which was affirmed by the Appellate Division Third Dept. (1980) shall continue to be applicable to this Agreement and future extensions of the same;

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 Lee, New York providing for the supply and sale of City of Rome water to the Town of Lee.
- (b) "CITY" shall be the City of Rome, New York.
- (c) "Felton Avenue Connection" shall mean that facility and related equipment owned by the TOWN, which is used to provide water to TOWN residents, as well as certain CITY residents living on Karlen Road and/or in the Town of Western.
- (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 Lee under this Agreement pursuant to Section VI (First Quarter = December 1st through February 28th; Second Quarter = March 1st through May 31st; Third Quarter June 1st through August 31st; and Fourth Quarter September 1st through November 30th;
- (g) "TOWN" shall be the Town of Lee, New York; and
- (h) "Water District" or "Service Area" shall be the Town of Lee, New York and/or "Lee Water District" as established and maintained by the Town of Lee, New York. "Water District" and "Service Area" may be used interchangeably for purposes of this Agreement.

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 the CITY'S water filtration plant to the users within the Service Area.

III. TERM

This Agreement shall be effective retroactively to January 1, 2016, and shall terminate on December 31, 2020. This Agreement may be extended by five (5) extensions, each for a period of five (5) years, upon mutual written agreement on such terms and conditions agreed to between the CITY and TOWN. The parties hereto agree to negotiate the terms and conditions of any extension to this Agreement in good faith and in a timely manner to ensure that a properly authorized and executed extension shall be in place prior to the expiration of the term hereof.

In the event that the parties do not agree to an extension of this Agreement prior to the expiration date set forth herein, CITY may increase the rate charged to TOWN based on the most recent water study, provided that it gives timely notice of a proposed increase as set forth elsewhere herein. Upon request, CITY shall provide TOWN with an explanation for the increase and any documentation reasonably necessary to support said increase.

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 of this Agreement, the CITY shall provide water sufficient to service all of the existing residences, farms and other structures erected and located in the TOWN'S Service Area, as more fully described in Exhibit A, from and after the date of this Agreement.
- (c) The Service Area encompassed under this Agreement contains, approximately, 3,400 properties, set forth more specifically in Exhibit B, which is attached hereto and made a part hereof, hereinafter referred to as "Properties Serviced". The Properties Serviced include residential, commercial 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.

V. COSTS FOR EXTENSION OF CITY OF ROME WATER SERVICE

- (a) The TOWN shall be responsible for all costs associated with the construction, installation, maintenance and replacement of the water service within the 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. 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. TOWN shall not be responsible for any improvements undertaken by CITY which solely benefit users outside of TOWN'S Service Area. In calculating the maximum quarterly and annual usage amounts there shall be excluded from such calculations those usage amounts attributable to water passed through to City and/or Town of Western customers.
- (b) The TOWN shall be responsible for any future installations or extensions within its Service Area. 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.

VI. WATER USAGE AMOUNT

(a) The CITY shall provide the TOWN an average of Five Hundred Fifty Thousand (550,000) Thousand gpd of water ("Daily Usage Amount") or an amount not to exceed the following gallons per quarter ("Quarterly Usage Amount"):

1. December 1st through February 28th: 40,000,000 gpq; and
2. March 1st through May 31st: 45,000,000 gpq; and
3. June 1st through August 31st: 75,000,000 gpq; and
4. September 1st through November 30th: 45,000,000 gpq.

Based on the above referenced Quarterly Usage Amount, the maximum annual amount of water used by the TOWN shall not exceed 205,000,000 gallons.

TOWN may extend service to additional residential, commercial and industrial properties in a manner consistent with Section X of this Agreement and so as to ensure that the maximum allocation amount is not exceeded. In calculating the maximum quarterly and annual usage amounts, there shall be excluded from such calculations those usage amounts attributable to water passed through to City and/or Town of Western consumers.

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.

(b) To determine the amount of water being used, either daily or quarterly, the master water meter ("Master Meter") located at the Lee Pump Station shall be used, subtracting therefrom the Felton Avenue Connection readings as of such Master reading date. The CITY shall have the responsibility of reading the Master Meter for purposes of determining the Daily Usage or Quarterly Usage Amounts. CITY agrees that the TOWN, after reasonable written notice to CITY, shall have the right to read the Master Meter utilized under this Agreement to ensure the accuracy of the readings being taken.

The parties understand and agree that upon CITY's completion of "Phase III" of the CITY's water system improvement project, that the CITY will no longer purchase water back from TOWN and that reading and subtractions relative to the Felton Avenue Connection will no longer be necessary.

VII. WATER RATE & FEES

(a) Water Rate:

(i) CITY Rate: the TOWN shall pay to the CITY the CITY'S annual Water Rate, which, for the Term of and subject to the terms and conditions of this Agreement, said rate shall be:

- i. For the period from January 1, 2016 until December 31, 2016: \$3.1743 per 1,000 gallons.
- ii. For the period from January 1, 2017 until December 31, 2017: \$3.7765 per 1,000 gallons.
- iii. For the period from January 1, 2018 until December 31, 2018: \$3.7765 per 1,000 gallons.
- iv. For the period from January 1, 2019 until December 31, 2019: \$3.7765 per 1,000 gallons.
- v. For the period from January 1, 2020 until December 31, 2020: \$3.7765 per 1000 gallons.

CITY shall provide notice of any rate increase to TOWN by September 30th of the year immediately preceding the year during which the increased rate will be effective. In the event that CITY fails to notify TOWN of a rate increase

by September 30th, the proposed increase shall not become effective until the 3rd quarter of the applicable year.

(ii) TOWN Rate: It is expressly understood between the parties that, in providing CITY water to certain CITY residents along Karlen Road and/or residents of the Town of Western, the CITY utilizes a portion of the TOWN'S transmission and distribution system, including the Felton Avenue Connection, hereinafter said TOWN equipment is collectively referred to as "TOWN Transmission Lines". As such, the parties agree that the CITY should reimburse the TOWN for the benefit the CITY will continue to derive (i.e. future benefit) from the use of the TOWN Transmission Lines, hereinafter "Town Rate". The Parties further expressly agree that the CITY'S obligation to remit payment shall only be for use during the Term of this Agreement. The Town rate shall be equal to the rates charged by CITY to TOWN pursuant to Section VII(a)(i) above, together with an additional charge of \$1.00 per 1,000 gallons for use of the TOWN transmission lines.

(b) *Payment*. Based on the amount of water consumed by the TOWN according to the Master Meter, the CITY will bill the TOWN a minimum of four (4) times per year 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 TOWN in accordance with New York State General Municipal Law, Section 94.

VIII. PENALTY RATES & FEES

(a) 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 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 for the excess usage. TOWN shall have thirty (30) days from receipt of the notice to investigate and correct the cause 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 VIII(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 average 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 VIII(a) and (b), a penalty fee ("Penalty Fee"), which shall not exceed ten thousand dollars (\$10,000.00), for each violation 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 assessed against the TOWN.

(d) Penalty Suspension: 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 suspension of water services from the CITY to the TOWN (the Termination Penalty"). In the event the TOWN exceeds the Quarterly Usage Amount subsequent to receipt of the Compliance Notice, the CITY may suspend water services required under the Agreement, 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 amount 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. The Termination Penalty may be utilized by the CITY in addition to the Penalty Rate and/or the Penalty Fee.

(e) It is expressly understood and agreed that excluded from the calculation of maximum quarterly usage amounts for the purposes of this section shall be those usage amounts passed through to CITY and Town of Western customers.

(f) It is agreed to by the parties hereto that any Excessive Quarter incurred by the TOWN during the Term of this Agreement up to the date of this Agreement shall be waived by the CITY and any applicable Penalty Rate or Penalty Fee shall not be enforced by CITY. Such waiver by CITY shall not imply any subsequent waiver of a violation of this Section or any other provision of this Agreement.

IX. TITLE AND OWNERSHIP OF WATER LINES AND APPURTENANCES

Any and all water related plant and equipment, including water mains, water meters, filtration plants, tunnels, dams, 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), curb boxes, water pumps, water towers 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 party undertaking the project.

X. 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 consistent with Section VI.

(b) All installations, extensions and/or repairs to the water system that result from future development undertaken by the TOWN shall be in compliance with the CITY'S specifications for the CITY'S water system, so as to ensure, among other things: appropriate devices/measures are taken to protect the CITY water supply from back-flow contaminants.

XI. 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, including the delivery of water to it, if applicable.

(b) Upon a determination by the CITY that it does not have adequate water supply to meet its own needs and that of TOWN, the CITY may terminate this Agreement upon one (1) year written notice to the TOWN. In the event of a breach of any provision of this Agreement by the TOWN, which de-grades or adversely affects the CITY'S water system in any way, and upon TOWN'S failure to correct or abate the problem to the CITY'S approval within a time-frame designated by the CITY, the CITY may terminate this Agreement upon thirty (30) days 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 Lee, Town Hall, Lee, New York.

(c) 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.

XII. 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; and
6. New York State General City Law, Section 20.

(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.

XIII. 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 TOWN, without the express written consent of the CITY.

XIV. 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.

XV. BACKFLOW PREVENTION

Town shall provide evidence to 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 for the 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.

XVI. ACKNOWLEDGMENT AND RELEASE

Each party hereto does hereby release, waive, disclaim and forever discharge the other party, 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, which such party has ever had or now has with respect to the 2007 Agreement and/or this Agreement up to and including the date of this Agreement, and further

mutually release, satisfy and forever discharge and hold harmless the other , from any or all of the above.

XVII. GOVERNING LAWS AND LEGAL CONSTRUCTION

This Agreement shall be construed and governed under the laws of the State of New York in Federal or State court of proper jurisdiction and venue situated in Oneida County, and 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.

XVIII. 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: 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 Lee, New York
 Town Supervisor
 P.O. Box 191
 Lee Center, New York 13363

copy to

 The Rapke Law Firm
 320 North George Street
 P.O. Box 928
 Rome, New York 13422*0928

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.

XIX. 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 agrees to hold harmless, defend and indemnify the CITY from any claim or cause of action, which may arise out of or as a result of the services required under this Agreement, and from any default or failure of TOWN owned water lines, equipment or appurtenances. CITY agrees to hold the TOWN harmless from any claim or cause of action resulting from the negligence of the CITY in making water available to TOWN pursuant to this Agreement or as the result of any default or failure of CITY owned water lines, plant, equipment or appurtenances.
- (c) The TOWN will not assign their rights to the terms and conditions as set forth in this Agreement to another municipality, public legal authority or private entity without first obtaining in advance the written consent of the CITY.
- (d) 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.

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RESOLUTION NO. 123

**AUTHORIZING THE CITY CLERK TO ADVERTISE FOR BIDS
FOR SUPPLY AND DELIVERY OF ZETAG 7587 CATIONIC POLYMER.**

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 the supply and delivery of Zetag 7587 Cationic Polymer; 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 11:30 p.m. on August 13, 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 _____