

Jeffrey M. Lanigan
Mayor

John A. Nash
Common Council
President

Brian Adams
City Treasurer



BOARD OF ESTIMATE AND CONTRACT
CITY HALL • ROME, NEW YORK 13440-5815

Gerard F. Feeney
Corporation Counsel

Joseph Guiliano
Commissioner of Public
Works

Eric Seelig
City Clerk

TO STREAM MEETINGS OF THE BOARD OF ESTIMATE AND CONTRACT LIVE,
PLEASE VISIT [WWW.YOUTUBE.COM/@ROMENEWYORK_OFFICIAL/STREAMS](https://www.youtube.com/@ROMENEWYORK_OFFICIAL/STREAMS).

BOARD OF ESTIMATE AND CONTRACT MEETING
REGULAR SESSION

MARCH 14, 2024
8:30 A.M.

1. CALL THE ROLL OF MEMBERS BY THE CLERK

2. READING OF MINUTES OF PRECEDING SESSION

(Motion in order that the reading of the minutes of the preceding session be dispensed with and that they be approved.)

3. COMMUNICATIONS

4. PUBLIC SPEAKERS

5. REPORT OF DEPARTMENT HEADS

6. RESOLUTIONS

- | | |
|--------------------|---|
| RES. NO. 54 | AUTHORIZATION TO AMEND APPROVED PURCHASE ORDER AND VOUCHER SIGNERS LIST. Adams |
| RES. NO. 55 | AUTHORIZING THE CITY CLERK TO ADVERTISE FOR BIDS FOR SUPPLY AND DELIVERY OF UNIFORMS (RFB-2024-006). Gleasant |
| RES. NO. 56 | AUTHORIZING THE CITY CLERK TO ADVERTISE FOR BIDS FOR SUPPLY AND DELIVERY OF APPROXIMATELY 200 DRY TONS OF LIQUID ALUMINUM SULFATE TO THE WATER FILTRATION PLANT (RFB-2024-005). Gleasant |
| RES. NO. 57 | AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH THE ROME MEMORIAL HOSPITAL. Gratch |
| RES. NO. 58 | AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH BARTON & LOGUIDICE, ENVIRONMENTAL ENGINEERING AND GEOLOGY, P.L.L.C. (\$31,000.00). Andrews |
| RES. NO. 59 | AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH ESSENTIAL CONSTRUCTS (\$1,018,000.00). Andrews |
| RES. NO. 60 | AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH GREENMAN PEDERSON, INC. (\$127,500.00). Andrews |

- RES. NO. 61** AUTHORIZING CHANGE ORDER NO. 1 TO CONTRACT WITH GREENMAN PEDERSEN, INC. PURSUANT TO BOARD OF ESTIMATE AND CONTRACT RESOLUTION NO. 24 ADOPTED JANUARY 27, 2022 (\$30,000.00). **Andrews**
- RES. NO. 62** AUTHORIZING CHANGE ORDER NO. 1 TO CONTRACT WITH JOAN BENEFIEL & JEREMY LEICHMAN OF FIGURATION, L.L.C., PURSUANT TO BOARD OF ESTIMATE AND CONTRACT RESOLUTION NO. 271 ADOPTED DECEMBER 14, 2023 (\$19,409.63). **Andrews**
- RES. NO. 63** AUTHORIZING MAYOR OF THE CITY OF ROME TO APPROVE THE SALE OF CITY OWNED PARCEL (110 WEST FOX STREET) TO BUYER FOR \$1,000.00. **Domenico**
- RES. NO. 64** AUTHORIZING MAYOR OF THE CITY OF ROME TO APPROVE THE SALE OF CITY OWNED PARCEL (112 WEST FOX STREET) TO BUYER FOR \$1,000.00. **Domenico**
- RES. NO. 65** AUTHORIZING 2024 BUDGETARY TRANSFER. **Adams**
- RES. NO. 66** AUTHORIZING 2024 BUDGETARY TRANSFER. **Adams**
- RES. NO. 67** AUTHORIZING THE ACQUISITION OF A TEMPORARY EASEMENT FOR THE ERIE BOULEVARD DOWNTOWN TRANSPORTATION ALTERNATIVE PROGRAM PROJECT (\$300.00). **Andrews**
- RES. NO. 68** AUTHORIZING THE ACQUISITION OF A TEMPORARY EASEMENT FOR THE ERIE BOULEVARD DOWNTOWN TRANSPORTATION ALTERNATIVE PROGRAM PROJECT (\$1,300.00). **Andrews**

7. TABLED LEGISLATION

8. ADJOURNMENT

RESOLUTION NO. 54

**AUTHORIZATION TO AMEND APPROVED PURCHASE
ORDER AND VOUCHER SIGNERS LIST.**

By _____:

WHEREAS, pursuant to Resolution 31, adopted by the Board of Estimate and Contract on February 11, 2016, an Approved Purchase Order and Voucher Signers List was established; and

WHEREAS, City Treasurer Brian Adams has requested that said list be amended so as to reflect the addition and deletion of certain employees, pursuant to the attached list of “Authorized Signers of Purchase Orders and Vouchers”, which is made part of this Resolution; now, therefore,

BE IT RESOLVED, by the City of Rome Board of Estimate & Contract that the City of Rome hereby amends the list of “Authorized Signers of Purchase Orders and Vouchers”, so as to reflect the addition and deletion of certain employees.

Seconded by _____.

AYES & NAYS: Mayor Lanigan _____ Nash _____ Feeney _____
Guiliano _____ Adams _____

ADOPTED _____ DEFEATED _____

Authorized Signers of Purchase Orders and Vouchers **

City of Rome

DEPARTMENT	Name	Name	Name	Name	Name
Administrative Services	Kim Rogers				
Animal Control	Kim Vaughn	Ken White			
Assessor	Joe Surace	John Ross			
Central Maint	Joe Guiliano	Anthony Spina			
City Clerk	Eric Seelig				
Civil Service	Kim Rogers				
Codes	Mark DiCenico	Gregory Shaver			
Comm & Econ Development	Matthew Andrews	Kim Rogers			
Common Council	Eric Seelig				
Corp Counsel	Gerard Feeney	Angela Twomey			
Electrical	Joe Guiliano	Pat Surace			
Engineering	Joe Guiliano	Pat Surace			
Fire	Thomas Iacovissi	David Garach	Bernard Kaiser	Tim Reilly	
Info Tech	Kim Rogers				
Insurance	Kim Rogers				
Marketing	Jeff Lorigan	Kim Rogers			
Mayor	Jeff Lorigan	Kim Rogers			
Municipal Bldg	Joe Guiliano	Kim Rogers	Pat Surace		
Parking Authority	Joe Guiliano	Kim Rogers	Pat Surace		
Parks & Recreation	Ryan Hickey	Kim Rogers			
Police	Kevin James	Cheyenne Schuff	Bryan Zoeckler		
Public Safety	Ken White	Kim Rogers			
Public Works	Joe Guiliano	Pat Surace	Thomas Jones		
Records	Eric Seelig				
Shade Trees	Joe Guiliano	Pat Surace	Thomas Jones		
Sign Shop	Joe Guiliano	Pat Surace	Jim Guy		
Street Maint & Snow Removal	Joe Guiliano	Thomas Jones			
Treasurer	Brian Adams	R. Wesley Slaght			
Water Filtration	Joe Guiliano	Justin Pacicca	John Hill	Tony Nash	David Cardarelli
Water Pollution	Joe Guiliano	Filippo Impicciatore	John Waite	Josh Seiden	
Water Shop	Joe Guiliano	Tony Nash			
Service Fee Paymt Fund	Joe Guiliano				

*If no signers are otherwise available, the Mayor or City Treasurer can sign in their absence.

RESOLUTION NO. 55

**AUTHORIZING THE CITY CLERK TO ADVERTISE FOR BIDS
FOR SUPPLY AND DELIVERY OF UNIFORMS (RFB-2024-006).**

By _____:

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that the City Clerk is hereby authorized and directed to advertise for bids for the Supply and Delivery of uniforms for the City of Rome CSEA Local 1000 & AFSCME Local 1088 Field Workers (RFB-2024-006); 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 11:00 a.m. on April 4, 2024, said bids to be opened in the Common Council Chambers, 2nd floor, Rome City Hall, at 11:00 a.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 Lanigan _____ Nash _____ Feeney _____
Guiliano _____ Adams _____

ADOPTED _____ DEFEATED _____

INVITATION AND INSTRUCTIONS TO BID

The City of Rome, New York invites your firm to participate in the enclosed Request for Bid for:

BID NUMBER: RFB-2024-006
BID TITLE: SUPPLY AND DELIVER UNIFORMS FOR THE CITY OF
ROME CSEA LOCAL 1000 FIELD WORKERS & AFSCME
LOCAL 1088

This sealed bid will be publicly opened and read in the Common Council Chambers at:

BID OPENING: 4/4/2024 at 11:00 AM (local time)

All proposals shall be made on forms furnished and shall be enclosed in a sealed envelope marked to the attention of the City Clerk as follows:

ROME CITY CLERK
RFB-2024-006
SUPPLY AND DELIVER UNIFORMS FOR THE CITY OF ROME CSEA
LOCAL 1000 FIELD WORKERS & AFSCME LOCAL 1088
(Bidders Name)

Bid must be covered by Money Order, Certified Check, or Bid Bond in the amount of 5% of the amount of the total bid.

If additional information is required, please contact:

Jennifer Gleasman, Purchasing Agent
City of Rome
198 North Washington Street
Suite B-3
Rome, NY 13440

Phone: 315-339-7665
Fax: 315-838-1165

Email: jgleasman@romecitygov.com

Or, electronically at www.romenewyork.com ; click on Purchasing Department; Bid Opportunities, or go to: www.centralnybidsystem.com

The City of Rome reserves the right to reject any and all bids.

RESOLUTION NO. 56

**AUTHORIZING THE CITY CLERK TO ADVERTISE FOR BIDS FOR SUPPLY AND
DELIVERY OF APPROXIMATELY 200 DRY TONS OF LIQUID ALUMINUM
SULFATE TO THE WATER FILTRATION PLANT (RFB-2024-005).**

By _____:

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that the City Clerk is hereby authorized and directed to advertise for bids for the Supply and Delivery of approximately 200 dry tons of liquid aluminum sulfate to the Water Filtration Plant (RFB-2024-005); 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 11:00 a.m. on April 4, 2024, said bids to be opened in the Common Council Chambers, 2nd floor, Rome City Hall, at 11:00 a.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 Lanigan _____ Nash _____ Feeney _____
Guiliano _____ Adams _____

ADOPTED _____ DEFEATED _____

JEFFREY LANIGAN
MAYOR



JENNIFER GLEASMAN
PURCHASING AGENT

PURCHASING DEPARTMENT

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

BID NUMBER: RFB-2024-005

BID TITLE: THE SUPPLY AND DELIVER APPROXIMATELY 200 DRY TONS OF
LIQUID ALUMINUM SULFATE ANNUALLY TO CITY OF ROME
WATER FILTRATION PLANT.

BID OPENING: 4/4/24 at 11:00 AM (local time)

COMPANY NAME: _____

MAILING ADDRESS: _____

PHONE: _____

FAX: _____

EMAIL: _____

WEBSITE: _____

SIGNATURE: _____

PRINTED NAME/TITLE: _____

TOTAL OF BID: \$ _____

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.

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INVITATION AND INSTRUCTIONS TO BID

The City of Rome, New York invites your firm to participate in the enclosed Request for Bid for:

BID NUMBER: RFP-2024-005

BID TITLE: THE SUPPLY AND DELIVER APPROXIMATELY 200 DRY TONS OF LIQUID ALUMINUM SULFATE ANNUALLY TO CITY OF ROME WATER FILTRATION PLANT.

This sealed bid will be publicly opened and read in the Common Council Chambers on **4/4/2024 at 11:00 AM (local time)**

Bid must be covered by Money Order, Certified Check, or Bid Bond in the amount of 5% of the amount of the total bid.

Sealed bids must be clearly marked with the bid number and title and sent to the address below, where they will be time-stamped, local time to:

**Office of the City Clerk
RFB-2024-005
Rome City Hall
198 North Washington Street
Rome, NY 13440**

If additional information is required, please contact:

JENNIFER GLEASMAN, PURCHASING AGENT

**City of Rome
198 North Washington Street
Suite 1-C
Rome, NY 13440**

Phone: 315-339-7665

Fax: 315-838-1165

Email: jgleasman@romecitygov.com

Bid is available electronically at WWW.BIDNET.COM , WWW.ROMENEWYORK.COM , WWW.MVBE.COM



GENERAL CONDITIONS

SCOPE OF WORK:

Scope of work will be listed under the **TECHNICAL SPECIFICATIONS** pages 11-12.

QUESTIONS REGARDING SPECIFICATIONS:

Any questions relative to interpretation of specifications may be directed to the Purchasing Agent, Jennifer Gleasman at 315-339-7665 or by e-mail to jgleasman@romecitygov.com

TAX:

Purchases by the City of Rome, New York, are not subject to any sales tax, federal excise tax or transportation tax. City of Rome Federal ID No: 15-6000414

FINANCE CHARGES:

The City of Rome will not be subjected to finance or late charges under this contract.

PRICE:

Best and final price shall be offered. All pricing shall remain firm for the term of the contract. The Consumer Price Index will be the standard for any price adjustments requested for fuel and/or commodities. Such request must be submitted in writing to be considered for approval by the City.

DURATION OF PROPOSAL OFFER:

Proposals are irrevocable for a period of sixty (60) calendar days following the closing date of this bid proposal.

METHOD OF AWARD:

The contract shall be awarded to the lowest responsible and responsive bidder whose bid meets the requirements set forth herein. Final determination will be made by the City as deemed to be in its best interests. Taken into consideration will be the reliability of the bidder, the quality of the materials/services offered, their level of quality and conformity with the specifications, and the terms of delivery.

ACCEPTANCE OR REJECTION:

The City of Rome Board of Estimate and Contract reserves the right to accept or reject any or all bids received.

COMPLETION DATE & DELIVERY SCHEDULE:

Each bidder must include in the bid an approximate delivery date from contract award. Delivery time may or may not be considered at the time of bid consideration.

TIME IS OF THE ESSENCE:

All times stated herein are of the essence.

NOTICE OF DELAY:

If the successful bidder encounters difficulty in meeting performance requirements or has knowledge of a possible delay, the vendor shall immediately notify the Purchasing Agent, preferably in writing. A slippage will require the vendor to demonstrate an alternate means of recovering the anticipated or actual delay in contract performance.

GUARANTEE/WARRANTY

The bidder must guarantee that the equipment offered is a model of regular stock product, with parts regularly used for this type of equipment offered; also, that no attachment or part has been substituted or applied contrary to manufacturer's recommendations or standard practices. The unit delivered must be warranted against faulty materials and workmanship for a period that should such faults develop, the bidder agrees to replace/repair the unit or part affected without cost to the City of Rome, New York, with all replacement parts paid for by the contractor.

INSURANCE

The contractor (vendor) shall maintain such insurance as will protect him from all claims under the Workers' Compensation Act and all other causes of action for personal injury and property damage, naming the City of Rome as an additional insured. The requirements that need to be on a Certificate of Insurance are:

Workers' Compensation

- *Vendor must supply proof of their Workers' Compensation insurance and should generally be reported on a separate page.*
- *If they are not required to carry it, then they must supply a letter stating that they are a sole proprietor and/or have no employees and are not required to carry Workers' compensation.*

General Liability

- **\$2,000,000** for each occurrence of property damage and bodily injury, and not less than
- **\$4,000,000** aggregate
- **\$1,000,000** auto liability, if vehicles are used.

Description Section

- *Should read "The City of Rome is included as additional insured".*

Certificate Holder and Additional Insured

- *Should read the City of Rome only. It should not include an individual department or the name of an individual person.*

Cancellation Section

- *Should read "30 days written notice".*

CONTRACT TERMINATION:

The City may terminate for cause if the vendor fails to perform any material condition of the contract and such failure continues remedied for thirty (30) days after receipt of notice from the City.

LIMITATIONS:

Neither the vendor nor its affiliates shall be liable in any way for delay, failure in performance, loss damage due to any of the following conditions: fire, explosion, power blackout, earthquake, flood, the elements, civil or military authority, or acts of God. The vendor shall be liable for any delay, loss, and property damage attributable to any service or actions of any of its employees or agents.

GENERAL:

Any modification or waiver of any provision of the Contract must be in writing and

signed by authorized representatives of both parties. If any term or provision of the contract shall be held invalid or unenforceable, the remainder of the contract shall not be affected.

The waiver by either party of any breach of the Contract by the other party will not operate as a waiver of subsequent breaches of the same or different kind.

LITERATURE:

Each bidder shall include product or equipment literature as available.

PROTEST AND APPEAL PROCEDURES:

Protests regarding the validity or appropriateness of the specifications or of the Request for proposal shall be filed in writing with the City Treasurer no later than two (2) days prior to the closing of the bids. The address to submit the protest is:

City Clerk
City of Rome
198 N. Washington St.
Rome, New York 13440

Such protests will not be considered if received later than the date established in paragraph above. Protests shall be explicit and in sufficient detail to stand on their own record. Post-award protests shall be in writing in a diligent and timely fashion and to be received in the City Clerk's Office no later than five (5) days after receipt of the award notice.

PROPOSAL GUARANTEE (BID BOND):

Each proposal bid must be guaranteed by cash, certified check, or bid bond in the amount of 5% of the amount of the bid total. The City may hold the proposal guarantee until the execution of the contract. All other proposal guarantees will be returned within thirty (30) days after proposal opening. The proposal guarantee of any proposer who withdraws a proposal after proposals are opened shall be forfeited to the City, irrespective of the reason for such withdrawal. The City may hold the proposal guarantee until the execution of the contract. All other proposal guarantees will be returned within thirty (30) days after proposal opening. The proposal guarantee of any proposer who withdraws a proposal after proposals are opened shall be forfeited to the City, irrespective of the reason for such withdrawal.

GENERAL MUNICIPAL LAW COMPLIANCE:

STATE OF NEW YORK, Section 103-a
Effective: July 1, 1959

"Upon the refusal of a person, when called before a Grand Jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or an official of the state or any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant questions concerning such transaction or contract, (a) such person, and any firm, partnership or corporation of which he is a member, partner, or director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency or official thereof for goods, work or services, for a period of five years after such refusal, and (b) any and all contract made with any municipal corporation or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner,

director or officer may be cancelled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellations or termination, by any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid all pursuant to Section 103-a of the General Municipal Law of the State of New York."

MINORITY BUSINESS ENTERPRISE PARTICIPATION:

Minority and women-owned business enterprises are encouraged in the performance of all City material, supply, professional and construction contracts and sub-contracts;

A "minority business enterprise" is defined as a business firm which is at least fifty-one percent (51%) owned by minority group members. The minority ownership must exercise actual day-to-day management and control of the business. "Minority" means Blacks, Hispanics, American Indians, Alaskan Natives, Asians and Pacific Islanders.

A "women-owned business enterprise" is defined as a business firm which is at least fifty-one percent (51%) owned by women. The women ownership must exercise actual day-to-day management and control of business.

Bidders are requested to provide the following:

- a. Is your company 51% or more women owned? ☐ yes ☐ no
- b. Is your company 51% or more minority owned? ☐ yes ☐ no
- c. If you answer YES to Number 2, check one of the following:
 ☐ Black ☐ Hispanic ☐ Alaskan Native
 ☐ Asian/Pacific Islands ☐ American Indian

RESPONSIBLE BIDDER

Each bidder will complete the following to enable the City to determine a Responsible Bidder.

- A. Is your firm presently engaged in actions which will lead to a merger, consolidation, or other form of reorganization? ☐ yes ☐ no
- B. Has your firm filed for bankruptcy? ☐ yes ☐ no

In determining the "lowest responsible bidder," in addition to price, the purchasing authority shall consider the ability, capacity and skill of the bidder to perform the contract or provide the service required; whether the bidder can perform the contract or provide the service promptly or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the bidder; the quality of performance or previous contracts or services; the and existing compliance by the bidder with laws and ordinances relating to the contract or service; the sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service; the quality, availability and adaptability of the supplies or contractual services to the particular use required; the ability of the bidder to provide future maintenance and service for the use of the subject of the contract; and the number and scope of conditions attached to the bid.

DEVIATIONS SHEET

DEVIATIONS FROM SPECIFICATIONS:

Bidders must itemize all deviations to the specifications on Deviations Sheet. If this is not sufficient space, attach additional sheets as required. A statement referring to manufacturer's literature or specifications without stating the actual deviation thereon will be cause for disqualification. Unless otherwise stated by the bidder on the attached sheet provided, the proposal will be considered as being in strict accordance with the specifications outlined herein, even though the manufacturer's literature indicated deviations from the City's specifications.

NON-COLLUSIVE BIDDING CERTIFICATE

Pursuant to Chapter 675, Laws of 1966

(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 knowledge and belief:

- (1) The prices in this 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 process with any other bidder or with 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 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 or not submit a bid for the purposes of restricting competition.

(Name of Bidder)

(Official capacity)

BIDDERS CHECKLIST

This bid may not be acceptable without completing the following information. For your protection, please review your bid and indicate by a check mark that all requested information has been included and/or read:

- | | |
|--|--------------------|
| () PROPOSER'S WARRANTY | Ref Page 1 |
| () INSTRUCTIONS TO BIDDERS | Ref Page 3 |
| () MINORITY BUSINESS ENTERPRISE PARTICIPATION | Ref Page 7 |
| () RESPONSIBLE BIDDER | Ref Page 7 |
| () DEVIATIONS SHEET | Ref Page 8 |
| () NON-COLLUSIVE BIDDING CERTIFICATE | Ref Page 9 |
| () BIDDERS LIST OF REFERENCES | Supplied By Bidder |

Do not separate or remove any pages from this bid package. Doing so may render your bid invalid. Please return the checklist with your bid



TECHNICAL SPECIFICATIONS

LIQUID ALUMINUM SULFATE

- QUANTITIES:** Quantity is approximate; contract shall be for the actual quantity ordered during the contract period. The quantity of Liquid Aluminum Sulfate shall be approximately 200 dry tons per annum.
- TAX:** Purchases made by the city of Rome are not subject to any sales tax, federal excise tax or transportation tax.
- PRICE:** Price shall be F.O.B. Rome Water Filtration Plant, 6105 Stokes-Lee Center Road, Lee Center, NY 13363
- AWARD:** Award will be made to lowest responsible bidder who meets the Technical Specifications. Items offered must meet the requirements of the City of Rome and must be approved by the City or Rome Public Works Commissioner, or his authorized agent. The City of Rome reserves the right to reject any or all bids, whichever may serve the best interest of the City of Rome.
- DELIVERY:** Delivery of Aluminum Sulfate shall be in liquid form in tank truck shipments not to be less than 40,000 lbs each when called for during the contract period. Supplier will not charge extra for weekend, holiday or "after hours" deliveries.

MATERIAL

SPECIFICATIONS: The Liquid Aluminum Sulfate shall be certified pursuant to American National Standards Institute (ANSI)/National Sanitation Foundation (NSF) Standard 60. It shall meet all applicable requirements of AWWA and the New York State Health Department. The vendor will furnish an Affidavit of Compliance with the ANSI/NSF Std 60 with the bid.

The Liquid Aluminum Sulfate supplied must be manufactured using un-refined Bauxite ore and

Sulfuric Acid. Hydrate-based material will not be accepted.

The product must contain a minimum of 8.3% Aluminum Sulfate and have a pH of 2.1 to 2.5. Alum should not contain any free acid.

**DEVIATIONS
FROM SPECIFICATIONS:**

A bidder may submit a proposal containing deviations from the Detailed Specifications and shall state wherein his bid differs from the specifications. Consideration may or may not be given to any or all such deviations, whichever is in the best interests of the City of Rome, New York.

MSDS:

A Material Safety Data Sheet must be included with the first shipment.

RESOLUTION NO. 57

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO
ENTER INTO AN AGREEMENT WITH THE ROME MEMORIAL HOSPITAL.**

By _____:

WHEREAS, David Gratch, Chief of the Fire Department for the City of Rome, New York, has recommended that the City of Rome, New York enter into an agreement with the Rome Memorial Hospital for the replenishment of medical supplies used in connection with the emergency care of medical services patients, beginning upon execution and expiring five (5) years from that date thereof; 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 the Rome Memorial Hospital for the replenishment of medical supplies used in connection with the emergency care of medical services patients, beginning upon execution and expiring five (5) years from that date thereof, pursuant to the attached price list which is made part of this Resolution.

Seconded by _____.

AYES & NAYS: Mayor Lanigan _____ Nash _____ Feeney _____
Guiliano _____ Adams _____

ADOPTED _____ DEFEATED _____

Stock #	Description	Cost (ea.)	Single / Case / Pack	Quantity per Case/Pack	Cost + 10%
251	Adult Non-Rebreather Mask	1.22	Case	50	1.34
44	Peds Non-Rebreather Mask	1.41	Case	50	1.55
241	Adult Nasal Cannula	0.60	Case	50	0.66
273	Peds Nasal Cannula	1.30	Case	50	1.43
257	Nebulizer System	0.76	Case	50	0.84
22855	Mask Vented Large	24.10	Case	10	26.51
265	Oxygen Tubing	0.42	Case	50	0.46
1220	#1120 NG Tube Salem Sump 16fr	3.56	Case	50	3.92
1260	#32 Oral/Nasal Airway	3.99	Single	1	4.39
1490630	Adult Stylet 14fr	1.79	Case	20	1.97
1223	Suction Tubing Connecting	1.51	Case	50	1.66
1490600	Yankauer Suction Catheter	0.69	Case	50	0.76
555	# 14 French Suction Catheter	0.62	Case	100	0.68
1490120	Cold Pack	0.49	Case	24	0.54
5431	Electrode Pads (5 pack)	0.13	Box	150	0.14
1520	Alcohol Preps - Bx.	2.95	Box	200/box	3.25
5701	Band-aids - Bx.	0.85	Box	50	0.94
5707	2 x 2 Gauze Pads - pk.	0.56	Case	40pks	0.62
5708	4 x 4 Gauze Pads - pk.	3.55	Case	20pks	3.91
421	Gauze Kling Size 2"	0.18	Case	12	0.20
422	Gauze Kling Size 3"	0.19	Case	12	0.21
423	Gauze Kling Size 4"	0.19	Case	12	0.21
424	Gauze Kling Size 6"	0.41	Case	12	0.45
5757	Tape-Size 2 " Silk	1.05	Box	6	1.16
544	24 ga IV Catheter	1.67	Box	50	1.84
543	22 ga IV Catheter	1.67	Box	50	1.84
542	20 ga IV Catheter	1.67	Box	50	1.84
541	18 ga IV Catheter	1.67	Box	50	1.84
539	16 ga IV Catheter	1.67	Box	50	1.84
538	14 ga IV Catheter	2.09	Box	50	2.30
7490220	3 cc Syringe w/needle	0.07	Box	200	0.08
5085	60 cc Syringe	0.42	Box	40	0.46
2450062	250 cc D5W	1.47	Case	36	1.62
2450065	250 cc Normal Saline	1.26	Case	36	1.39
2451324	1000 cc Normal Saline	1.67	Case	14	1.84
2452324	1000 cc Lactated Ringers	1.87	Case	14	2.06
20777	10-20 cc Vial Normal Saline (10cc)	0.30	Cont	30	0.33
2490060	1000 cc Normal Saline for Irrigation	1.79	Case	12	1.97
2490030	2000 cc Sterile Water	5.03	Case	6	5.53
	Albuterol Sol. 2.5 mg/3 ml	0.26	Single		0.29
	Activated Charcoal	28.69	Single		31.56
	Atropine 1 mg Prefilled	8.69	Single		9.56
	Adenosine 6 mg Vial	5.96	Single		6.56
	Benadryl 50 mg Vial	1.05	Single		1.16

	D50 Prefilled	13.66	Single		15.03
	Dopamine 400 mg Premixed	13.83	Single		15.21
	Epinephrine 1:1000 1 mg Vial	13.91	Single		15.30
	Epinephrine 1:10,000 Prefilled	10.96	Single		12.06
440	Opsite 4 x 4 3/4 - ea.	0.64	Box	50	0.70
439	Opsite 6 x 8 - ea.	3.70	Box	10	4.07
	Glucagon 1 mg/1 ml	220.00	Single		242.00
	Lasix 40 mg Vial	0.96	Single		1.06
	Lidocaine 100 mg Prefilled	4.47	Single		4.92
	Mag Sulfate Prefilled	2.14	Single		2.35
	Narcan .4mg Prefilled	2.82	Single		3.10
	Naloxone 2 mg Prefilled	10.18	Single		11.20
	Sodium Bicarb Prefilled 8.4%	15.71	Single		17.28
	Solumedrol 125 mg Vial	10.35	Single		11.39
	Thiamine 200 mg Vial	3.50	Single		3.85
	Verapamil 2.5 mg/ml Vial	3.04	Single		3.34
?	Saline Lock (Interlink system)	0.73			0.80
	Liquid Glucose 37.5G Tubes	3.14	Single		3.45
7456525	Clink Continuflo Set 10 drop	3.35	Case	48	3.69
?	Versaderm 2000	0.43			0.47
	Phenergan 25 mg/m/vial	1.65	Single		1.82
	Terbutaline 1mg	3.58	Single		3.94
	ADULT CHEWABLE ASPIRIN / 81 mg	0.63	Bottle		0.69

1001.80

ULD 45

CONTRACT SUMMARY & APPROVAL FORM

☐ New Contract Term: 5 Yrs. 0 Mos. Effective dates: (8/29/08) to 8/29/13 Effective 5 yrs from date of Exe
☒ Renewal ☐ Addendum ☐ Attachment Paragraph # 2 TERM
 Vendor Name City of Rome Contact Name: Chief DeBun Contact Phone: 939-7670
 Description of service(s): Ambulance Medical Supply Assigned Department ED

For Office Use: Designation

1) Nursing: ED - D. Durr 2) K. O'Rourke3) Lawrence - N. Noyes

Category:

☐ Employment ☐ Consultant ☐ Physician Services ☐ Clinical Services ☐ Transfer Agreement ☒ Financial
☐ Equipment Purchase, Lease, Rental, Service ☐ Membership ☐ Affiliation or Subscription ☐ Group Purchasing
☐ Computer Software Support or License ☐ Data Processing ☐ Sub-Contracted Service
☐ Professional service: ☐ Clinical or ☐ Non-Clinical
☐ Other City affiliation for Ambulance Medical Supply
☐ School See changes - attached
 (Name of Institution and Division or Department)

Budgeted: ☐ Yes ☐ No Proposed Cost: _____ Current Cost: _____Benefits: ☒ N/A or Describe: _____Bonus/Incentive Provision: ☒ N/A or Describe: _____Renewal Provisions: noneAnnual Inflation Factor: ☒ N/A or Describe: _____Termination Provisions: noneIndemnification Clause: ☐ Yes ☒ No Reciprocal: ☐ Yes ☒ NoHIPAA Language Included: ☐ Yes ☐ No ☒ N/A

Other: _____

Review

Legal Review: YA per Ray Date: _____Risk Management: Raymond Jansone Date: 9/23/2008Finance: all prices reviewed - 9/22/08 Uman Date: _____Certificate of Insurance Required of RMH: ☐ Yes ☒ No Requirement satisfied: ☐ Yes ☒ NoCertificate of Insurance Required Contractor: ☐ Yes ☒ No Requirement satisfied: ☐ Yes ☒ No

Approval Signatures

Department Director: A. Am Date: 8/25/08Administrative Director: A. Am Date: 8/25/08President/CEO: D. Burn Date: 9/29/08Pricing (Note to the BOARD) FINANCE

ROME

MEMORIAL HOSPITAL

Total commitment. Total care.

October 1, 2008

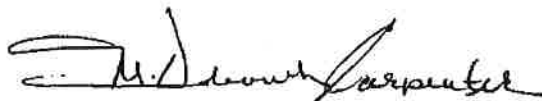
James F. Brown, Mayor
Rome City Hall
198 North Washington Street
Rome, New York 13440

Dear Mayor Brown;

Enclosed are 2 signed and notarized copies of the Medical Supply Replenishment Agreement between Rome Fire Department and Rome Memorial Hospital. Please return one fully executed copy to this office. An envelope is included for return convenience.

Please direct any questions concerning this agreement to Darlene A. Burns, President/CEO at (315) 338-7031.

Sincerely,



M. Deborah Carpenter
Administrative Secretary
Contract Management
(315) 338-7032
deb.carpenter@romehospital.org

JAMES F. BROWN
Mayor



DIANE MARTIN-GRANDE
Corporation Counsel
DEANA D. PREVITE
GERARD F. FEENEY
Assistant Counsels

OFFICE OF THE CORPORATION COUNSEL

ROME CITY HALL, 198 N. WASHINGTON STREET

ROME, NEW YORK 13440-5815

Telephone: (315) 339-7670 Fax: (315) 838-1166

www.romenewyork.com

DATE: August 15, 2008

TO: CHIEF ROGER SABIA
ROME FIRE DEPARTMENT

FROM: Corporation Counsel

RE: Agreement – ROME MEMORIAL HOSPITAL
EMS – Replenish Medical Surgical Supplies

With regard to the above noted matter, attached please find one (1) original agreement for your review. If you find the agreement to be accurate, please attach any required exhibits and produce three additional copies for signature. Following execution by **Rome Memorial Hospital.**, please return all (4) four copies to this office and we will arrange to have Mayor Brown execute the same.

Please advise if you have any questions. Thank you for your attention to this matter.

cmw

COPY

AGREEMENT

THIS AGREEMENT, executed on this 1st day of October, 2008 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, herein referred to as "**CITY**", and **ROME MEMORIAL HOSPITAL**, a not-for-profit corporation, organized and existing under the laws of the State of New York, with a principal place of business located at 1500 North James Street, Rome, New York 13440, hereinafter referred to as "**HOSPITAL**".

WITNESSETH

WHEREAS, **CITY'S** Fire Department ("RFD") provides EMS transportation services to patients, which said service results in patients being transported to **HOSPITAL**; and

WHEREAS, in preparing to transport and during transport of patients to **HOSPITAL**, **CITY'S** Fire Department uses its medical supplies to treat the patient(s), for which **HOSPITAL** is willing to permit **CITY'S** Fire Department to replenish its medical supplies used in connection with the emergency care of medical services patients based on a specified price list; and

WHEREAS, both parties wish to enter into an agreement setting forth the conditions by which the **CITY'S** Fire Department may replenish its medical supplies used in connection with emergency medical services to patients transported to **HOSPITAL** and the prices to be charged by **HOSPITAL** to **CITY** for the certain supplies; and

WHEREAS, the City of Rome Board of Estimate and Contract, by Resolution No. 188, adopted July 24, 2008, authorized the Mayor of the City of Rome, New York to enter into an agreement with **HOSPITAL** wherein the terms and conditions of the **CITY'S** ability to replenish its medications and/or medical supplies used to transport patients to **HOSPITAL**,

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

1. LICENSE GRANTED

CITY, through the Rome Fire Department, may, when transporting patients to **HOSPITAL**, access **HOSPITAL'S** medications and medical supplies in order to replenish medications and supplies used in connection with **CITY'S** care of an emergency medical services patient.

1900

2. TERM

This Agreement shall become effective upon execution and shall terminate five (5) years from that date thereof.

3. OBLIATIONS OF PARTIES

CITY shall, upon replenishing its medications and medical supplies, complete the "Midstate Hospital Supply Replacement Sheet" ("Midstate Replacement Sheet") indicating medications and supplies utilized. **CITY** shall supply the following information: Patient's name, agency, hospital, PCR#, and EMT name. A copy of the Midstate Replacement Sheet shall be left with **HOSPITAL**.

HOSPITAL shall not prevent **CITY** from replenishing its medications and medical supplies used in connection with the transport of a patient to **HOSPITAL** under this Agreement.

4. PAYMENT

CITY will pay **HOSPITAL** in accordance with **HOSPITAL'S** price list, which is attached hereto and made a part hereof as Exhibit A, and which may be amended by **HOSPITAL**, at its discretion, from time to time.

For each instance where **CITY** replenishes its medications and/or medical supplies under this Agreement, **HOSPITAL** shall cause an invoice to be sent to **CITY** indicating medication(s) and/or medical supplies obtained by **CITY** pursuant to this Agreement, the cost of each individual medication(s) and/or medical supply and the aggregate amount all medications and medical supplies obtained by the **CITY** on the particular occasion(s). Payment shall be made no later than thirty (30) days after **CITY'S** receipt of said invoice. **CITY**, as Municipal Corporation, shall not be subject to any late fees, penalties or interest in the event that payment is not made within said thirty (30) day period; however, **CITY** will undertake its best efforts to ensure that payments are made within the applicable thirty (30) day period.

XIV. NOTICE

Any and all notice or invoice 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 Fire Department
Attention: Chief of Fire
158 Black River Boulevard
Rome, New York 13440

Rome Memorial Hospital
Attention: Darlene Burns, President/CEO

1500 North James Street
Rome, New York 13440

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

THE CITY OF ROME, NEW YORK

BY: _____
JAMES F. BROWN, MAYOR

Approved As to Form
City of Rome, New York

ROME MEMORIAL HOSPITAL

BY: Darlene A. Burns
DARLENE A. BURNS,
CHIEF EXECUTIVE OFFICER

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

On the ____ day of _____, in the year 2008, before me, the
undersigned, a Notary Public in and for said State, personally appeared **James F. Brown**,
and did depose and say that he 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 he executed the same
in his capacity, and that by his signature on the instrument, the individual, or the person
upon behalf of which the individual acted, executed this instrument.

Notary Public

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

On the 1 day of October, in the year 2008, before me, the
undersigned, a Notary Public in and for said State, personally appeared **Darlene A.
Burns**, and did depose and say that she is the Chief Executive Officer of Rome Memorial
Hospital, personally known to me or proved to me on the basis of satisfactory evidence to
be the individual whose name is subscribed to the within instrument and acknowledged to
me that she executed the same in her capacity, and that by her signature on the
instrument, the individual whose name is subscribed to the within instrument, or the person upon behalf of which the individual acted,
executed this instrument.

NOTARY PUBLIC STATE OF NEW YORK
No. 0160617185
QUALIFIED IN LEWIS COUNTY
MY COMMISSION EXPIRES OCT. 18, 2008

Vicky D. Karpinski
Notary Public

EXHIBIT A

CORPORATION COUNSEL - CITY OF ROME, NEW YORK

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:

DIANE MARTIN GRANDE
CORPORATION COUNSEL

Updated Price Sheet September 2008

		2008	2007	Difference
Adult Non-Rebreather Mask	Adult Non-Rebreather Mask	\$ 0.99	\$ 1.14	\$ (0.15)
Peds Non-Rebreather Mask	Peds Non-Rebreather Mask	\$ 1.74	\$ 0.73	\$ 1.01
Adult Nasal Cannula	Adult Nasal Cannula	\$ 0.45	\$ 0.51	\$ (0.06)
Peds Nasal Cannula	Peds Nasal Cannula	\$ 2.18	\$ 2.18	\$ -
Nebulizer System	Nebulizer System	\$ 0.66	\$ 0.77	\$ (0.11)
BVM Adult (disposable only) ea	BVM Adult (disposable only) ea	\$ 11.11	\$ 11.11	\$ -
Oxygen Tubing	Oxygen Tubing	\$ 0.23	\$ 0.30	\$ (0.07)
# NG Tube Salem Sump 16fr	# NG Tube Salem Sump 16fr	\$ 2.16	\$ 1.91	\$ 0.24
#32 Oral/Nasal Airway	#32 Oral/Nasal Airway	\$ 3.74	\$ 3.89	\$ (0.15)
#7 Endotracheal Tube	#7 Endotracheal Tube	\$ 1.77	\$ 2.35	\$ (0.58)
Adult Stylet 14fr	Adult Stylet 14fr	\$ 2.07	\$ 3.01	\$ (0.95)
Pediatric Stylet 6fr	Pediatric Stylet 6fr	\$ 2.32	\$ 3.03	\$ (0.70)
Suction Tubing Connecting	Suction Tubing Connecting	\$ 0.92	\$ 0.75	\$ 0.18
Yankauer Suction Catheter	Yankauer Suction Catheter	\$ 0.61	\$ 0.55	\$ 0.05
#14 French Suction Catheter	#14 French Suction Catheter	\$ 0.50	\$ 0.34	\$ 0.15
Water Soluble Jelly Packet	Water Soluble Jelly Packet	\$ 0.67	\$ 0.85	\$ (0.18)
Cold Pack	Cold Pack	\$ 0.28	\$ 0.32	\$ (0.04)
Electrode Pads (3 pack)	Electrode Pads (3 pack)	\$ 0.19	\$ 0.14	\$ 0.05
Alcohol Preps - Bx.	Alcohol Preps - Bx.	\$ 1.10	\$ 0.99	\$ 0.11
Band-aids - ea.	Band-aids - ea.	\$ 0.02	\$ 0.02	\$ -
2 x 2 Gauze Pads - pk.	2 x 2 Gauze Pads - pk.	\$ 0.68	\$ 0.66	\$ 0.02
4 x 4 Gauze Pads - pk.	4 x 4 Gauze Pads - pk.	\$ 1.57	\$ 1.36	\$ 0.21
Gauze Kling Size 2"	Gauze Kling Size 2"	\$ 0.46	\$ 0.20	\$ 0.26
Gauze Kling Size 3"	Gauze Kling Size 3"	\$ 0.31	\$ 0.24	\$ 0.07
Gauze Kling Size 4"	Gauze Kling Size 4"	\$ 0.36	\$ 0.28	\$ 0.09
Gauze Kling Size 6"	Gauze Kling Size 6"	\$ 1.31	\$ 0.57	\$ 0.74
Tape-Size 2" Silk	Tape-Size 2" Silk	\$ 1.07	\$ 1.33	\$ (0.26)
24 ga IV Catheter	24 ga IV Catheter	\$ 1.89	\$ 2.02	\$ (0.13)
22 ga IV Catheter	22 ga IV Catheter	\$ 1.81	\$ 2.02	\$ (0.22)
20 ga IV Catheter	20 ga IV Catheter	\$ 1.81	\$ 2.02	\$ (0.22)
18 ga IV Catheter	18 ga IV Catheter	\$ 1.81	\$ 2.02	\$ (0.22)
16 ga IV Catheter	16 ga IV Catheter	\$ 1.81	\$ 2.02	\$ (0.22)
14 ga IV Catheter	14 ga IV Catheter	\$ 1.62	\$ 2.02	\$ (0.40)
Intraosseous Needle	Intraosseous Needle	\$ 12.59	\$ 13.18	\$ (0.59)
1 cc SQ Syringe w/needle	1 cc SQ Syringe w/needle	\$ 0.10	\$ 0.30	\$ (0.20)
3 cc Syringe w/needle	3 cc Syringe w/needle	\$ 0.29	\$ 0.31	\$ (0.02)
5 cc Syringe w/o needle	5 cc Syringe w/o needle	\$ 0.07	\$ 0.08	\$ (0.01)
10 cc Syringe w/o needle	10 cc Syringe w/o needle	\$ 0.11	\$ 0.13	\$ (0.02)
60 cc Syringe	60 cc Syringe	\$ 0.11	\$ 0.37	\$ (0.26)
250 cc D5W	250 cc D5W	\$ 0.68	\$ 0.66	\$ 0.02
250 cc Normal Saline	250 cc Normal Saline	\$ 0.66	\$ 0.81	\$ (0.15)
1000 cc Normal Saline	1000 cc Normal Saline	\$ 0.73	\$ 0.72	\$ 0.01
1000 cc Lactated Ringers	1000 cc Lactated Ringers	\$ 0.90	\$ 0.89	\$ 0.01
Microdrip IV Set	Microdrip IV Set	\$ 0.86	\$ 1.25	\$ (0.40)
Macro drip IV Set	Macro drip IV Set	\$ 3.19	\$ 2.85	\$ 0.34

Extension with T	Extension with T	\$ 1.20	\$ 1.20	\$ -
10-20 cc Vial Normal Saline (10cc)	10-20 cc Vial Normal Saline (10cc)	\$ 0.51	\$ 0.51	\$ -
1,000 cc Normal Saline for Irrigation	1000 cc Normal Saline for Irrigation	\$ 0.91	\$ 0.84	\$ 0.08
1,000 cc Sterile Water	1000 cc Sterile Water	\$ 0.91	\$ 0.81	\$ 0.10
Albuterol Sol. 2.5 mg/3 ml	Albuterol Sol. 2.5 mg/3 ml	\$ 0.12	\$ 0.12	\$ -
Activated Charcoal	Activated Charcoal	\$ 16.60	\$ 13.60	\$ 3.00
Atropine 1 mg Prefilled	Atropine 1 mg Prefilled	\$ 1.73	\$ 1.65	\$ 0.08
Adenosine 6 mg Vial	Adenosine 6 mg Vial	\$ 5.92	\$ 35.44	\$ (29.52)
Benadryl 50 mg Vial	Benadryl 50 mg Vial	\$ 0.78	\$ 0.91	\$ (0.13)
D50 Prefilled	D50 Prefilled	\$ 2.22	\$ 1.91	\$ 0.31
Dopamine 400 mg Premixed	Dopamine 400 mg Premixed	\$ 6.60	\$ 7.10	\$ (0.50)
Dopamine 400 mg Vial	Dopamine 400 mg Vial	\$ 0.40	\$ 0.62	\$ (0.22)
Epinephrine 1:1000 1 mg Vial	Epinephrine 1:1000 1 mg Vial	\$ 1.07	\$ 0.42	\$ 0.65
Epinephrine 1:1000 30 mg Vial	Epinephrine 1:1000 30 mg Vial	\$ 2.42	\$ 2.42	\$ -
Epinephrine 1:10,000 Prefilled	Epinephrine 1:10,000 Prefilled	\$ 1.77	\$ 1.56	\$ 0.21
Opsite 4 x 4 3/4 - ea.	Opsite 4 x 4 3/4 - ea.	\$ -	\$ -	\$ -
Opsite 6 x 8 - ea.	Opsite 6 x 8 - ea.	\$ -	\$ -	\$ -
Glucagon 1 mg/1 ml	Glucagon 1 mg/1 ml	\$ 59.17	\$ 51.66	\$ 7.51
Lasix 40 mg Vial	Lasix 40 mg Vial	\$ 0.55	\$ 0.39	\$ 0.17
Lidocaine 100 mg Prefilled	Lidocaine 100 mg Prefilled	\$ 3.00	\$ 1.34	\$ 1.66
Mag Sulfate Prefilled	Mag Sulfate Prefilled	\$ 1.08	\$ 3.08	\$ (2.00)
Narcan .4mg Prefilled	Narcan .4mg Prefilled	\$ 0.69	\$ 0.43	\$ 0.26
Naloxone 2 mg Prefilled	Naloxone 2 mg Prefilled	\$ 12.91	\$ 8.24	\$ 4.68
Nalbuphine 10 mg Vial	Nalbuphine 10 mg Vial	\$ 0.89	\$ 0.44	\$ 0.45
Procainamide 100 mg/ml Vial	Procainamide 100 mg/ml Vial	\$ 3.47	\$ 1.08	\$ 2.39
Sodium Bicarb Prefilled 8.4%	Sodium Bicarb Prefilled 8.4%	\$ 2.05	\$ 0.51	\$ 1.54
Solumedrol 125 mg Vial	Solumedrol 125 mg Vial	\$ 3.39	\$ 3.28	\$ 0.11
Thiamine 200 mg Vial	Thiamine 200 mg Vial	\$ 4.73	\$ 2.04	\$ 2.70
Verapamil 2.5 mg/ml Vial	Verapamil 2.5 mg/ml Vial	\$ 0.90	\$ 0.57	\$ 0.33
Saline Lock (Interlink system)	Saline Lock (Interlink system)	\$ 0.73	\$ 0.73	\$ -
Glucose 3-15G Tubes	Liquid Glucose (3) 15G Tubes	\$ 8.77	\$ 7.59	\$ 1.18

RESOLUTION NO. 58

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO
ENTER INTO AN AGREEMENT WITH BARTON & LOGUIDICE,
ENVIRONMENTAL ENGINEERING AND GEOLOGY, P.L.L.C. (\$31,000.00).**

By _____:

WHEREAS, Matthew Andrews, Deputy Director of the Community and Economic Development for the City of Rome, New York, has recommended that the City of Rome, New York enter into an agreement with Barton & Loguidice, Environmental Engineering and Geology, P.L.L.C., for services relative to the S.F.M. Skatepark project, for an amount not to exceed \$31,000.00; 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 Barton & Loguidice, Environmental Engineering and Geology, P.L.L.C., for services relative to the S.F.M. Skatepark project, for an amount not to exceed \$31,000.00, pursuant to the attached proposal which is made part of this Resolution.

Seconded by _____.

AYES & NAYS: Mayor Lanigan _____ Nash _____ Feeney _____
Guiliano _____ Adams _____

ADOPTED _____ DEFEATED _____

February 23, 2024

Mr. Matthew Andrews
Director of Community and Economic Development
Rome City Hall
198 North Washington Street
Rome, New York 13440-5815

Re: Proposal for Qualified Environmental Professional (QEP) Oversight and Air Monitoring Services
SFM Skatepark Construction, Rome, New York (Formerly Rome Cable, NYSDEC Site # 633073)
File: 708.6557

Dear Mr. Andrews:

Barton & Loguidice Environmental Engineering & Geology, P.L.L.C. (B&L), has prepared this proposal to provide air monitoring services to support the development of the SFM Skatepark, located in the City of Rome, NY. It is B&L's understanding that development and construction of the skatepark is scheduled to commence Spring/Summer 2024.

Due to the Site's former industrial history and involvement with the New York State Department of Environmental Conservation's (NYSDEC) Voluntary Cleanup Program (VCP), B&L has prepared this scope of work to provide Community Air Monitoring Program (CAMP) services, as required by the NYSDEC. B&L assumes all excavation and earthwork will be performed by the selected contractor in consultation with the NYSDEC, and in accordance with the Site's Soils Management Plan (Synapse, November 2005).

Scope of Services

Task 1 – Contractor and Regulatory (NYSDEC) Coordination

B&L will coordinate with the NYSDEC to support construction of a concrete skate park on the corner of Mill Street and Harbor Way, Rome, New York. Pillar Design Studios (PDS) is working as the architect to design a slab-on-grade style park, consisting of concrete bowls and features. Earthwork and grading activities will be conducted by the selected contractor to prepare the Site for construction. B&L will notify PDS, the City of Rome, and the NYSDEC prior to the initiation of intrusive activities at the Site. B&L will schedule and coordinate meetings with NYSDEC, as appropriate. At the conclusion of the project, B&L will prepare a brief letter summary of the work performed for submission to NYSDEC. CAMP data results and figures presenting CAMP locations and wind direction will be included in a submission to the NYSDEC. B&L will invoice services for this task based on a lump sum rate, as presented in the fee table below.

Task 2 – Community Air Monitoring Program (CAMP) Implementation & Instrumentation

Task 1A – CAMP Implementation

B&L will provide qualified staff to perform daily CAMP monitoring operations during intrusive work at the Site, as required by NYSDEC. B&L will setup and take down dust monitors prior to commencement of drilling, excavation, and grading operations. CAMP stations will be setup upwind and downwind of



the construction zone at the beginning of each day to continuously log fugitive dust levels. Approximate wind speed and direction will be documented by B&L, and dust monitors will be set up accordingly. Dust monitor locations will be recorded on a Site map with the general wind direction, and provided to NYSDEC.

If obvious indications of petroleum impacts are observed (i.e., odor/staining) during construction, the New York State Department of Environmental Conservation (NYSDEC) will be notified by B&L. All petroleum spills that occur within New York State must be reported to the NYS Spill Hotline at 1-800-457-7362. This proposal does not include soil sampling, transportation, or disposal.

Costs associated with CAMP equipment have been included in this proposal. We have assumed 10 hours per day of field oversight services will be required for a duration of 4 weeks. In the event that additional services are required beyond the estimated time, B&L will invoice labor based on a daily shift rate, as presented in the fee table below. The daily rate includes travel and lodging expenses. Invoicing for daily shift rates will be billed on an actual percentage of the shift completed/day and broken into quarterly increments (i.e., 0.25 shift rate = \$300, 0.5 shift rate = \$600, etc.).

Task 2B – CAMP Equipment & Instrumentation

As per NYSDEC's e-mail to B&L and the City of Rome dated February 14, 2024, VOC monitoring is not required during skate park construction. As such, use of a photoionization detector (PID) is not included in this proposal. Air monitoring equipment used at the Site will consist of two (2) particulate monitors and associated enclosures. B&L assumes CAMP monitoring equipment and instrumentation will be provided by Eco-Rental Solutions Inc. of Rochester, New York. For the purposes of this project, B&L estimates equipment will be used for approximately 4 weeks. Equipment rental fees and shift rates for oversight have been presented in the fee table below. Alternatively, CAMP equipment may be procured separately by the City of Rome.

Fee for Services and Proposed Schedule

B&L proposes to complete the above scope of services at the rates stated below. We are able to schedule this work immediately after authorization of this proposal. Site grading is expected to commence approximately 8-10 weeks from receipt of a signed contract.

Task	Engineering/ Consultant Cost Estimate	Equipment/ Instrumentation Cost Estimate
Task 1 – Contractor and Regulatory Coordination Includes Site meetings and project management, submittal of CAMP data, summary report, and coordination with NYSDEC. Assumes 4-week project duration (Lump Sum). Additionally required project management will be billed separately based on a daily rate of \$180/day.	\$ 3,000	-
Task 2 – Community Air Monitoring Program (CAMP) Implementation & Instrumentation		
Task 2a – CAMP Implementation (assumes \$5,700/week x 4 weeks, includes travel & lodging costs). Additionally required monitoring will be based on a daily shift rate of \$1,200/day.	\$ 22,800	-
Task 2b – CAMP Equipment (DustTrak [x2], Tripod [x2], Enclosure [x2])(assumes \$1,300/week x 4 weeks) includes delivery/shipping costs. *B&L will bill for CAMP equipment based on daily or weekly rental rates (whichever is more cost effective)		\$5,200

***Dust Monitoring Equipment Rental Fee (assumes 2 units w/enclosure & tripod) - \$396/day**



Services to perform the presented tasks will be invoiced in accordance with our 2024 billing rates. As previously presented, if labor provided exceeds the estimated 4 week period, it will be billed in accordance with the daily shift rate percentages presented above. In the event that services outside of this scope of work arise, B&L will provide the City of Rome with a proposal prior to commencement of additional engineering support.

Please contact Bryce Dingman or Stefan Truex if you have any questions related to this proposed scope work at 518-218-1801. You may authorize services to proceed by returning a signed copy in the authorization block below. We look forward to working with you to complete this important project.

Sincerely,

BARTON & LOGUIDICE, ENVIRONMENTAL ENGINEERING & GEOLOGY, P.L.L.C.

A handwritten signature in dark ink, appearing to read 'Bryce D. Dingman'.

Bryce D. Dingman, P.G.
Associate

A handwritten signature in dark ink, appearing to read 'Stefan R. Truex'.

Stefan R. Truex, P.G.
Managing Hydrogeologist

SRT/jms

Authorization

Barton and Loguidice, Environmental Engineering and Geology, P.L.L.C. is hereby authorized by The City of Rome ("Owner") to proceed with the services described herein in accordance with the attached Terms and Conditions.

Matthew Andrews
City of Rome

Date

STANDARD TERMS AND CONDITIONS
for
PROFESSIONAL CONSULTANT SERVICES
provided by
**BARTON & LOGUIDICE, ENVIRONMENTAL
ENGINEERING & GEOLOGY, P.L.L.C. ("Consultant")**

The OWNER and the CONSULTANT, for themselves, their successors and assigns, have mutually agreed and do agree with each other as follows:

1.0 Basic Agreement

Consultant shall provide, or cause to be provided, the Services set forth in the proposal (PROPOSAL) to which these terms and conditions are attached, and Owner shall pay Consultant for such Services as set forth in PROPOSAL. The PROPOSAL, in conjunction with these terms and conditions is referred to herein as "Agreement".

2.0 General Considerations

A. The standard of care for all professional or related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

B. Consultant shall commence to provide its services upon the full execution of this Agreement and shall provide those services within a reasonable time. In no event shall Consultant be obligated to perform services on a schedule which, in the Consultant's professional judgement, does not provide Consultant sufficient time to perform in accordance with the aforesaid standard of care.

C. All design documents prepared or furnished by Consultant are instruments of service, and Consultant retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Consultant grants Owner a limited license to use the instruments of service exclusively (1) performance of design or operation, (2) for Project construction as is the intended purpose of the documents, and (3) for the purpose of maintenance and repair of the Project, or (4) other documents, reports, details and plans as defined in the project Scope of Work.

D. Consultant shall not at any time supervise, direct, or have control over any contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

E. Consultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

F. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Consultant's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decisions regarding, or interpretations or clarifications of, the construction contract or Instruments of Service made by Owner or any third party without the advice and consultation of Consultant.

G. If the Construction Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Consultant shall specify the appropriate performance and design criteria that such services must satisfy. The Consultant shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Consultant. The Consultant's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Consultant shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

H. Unless otherwise included under this Agreement, the parties acknowledge that Consultant's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). Owner represents to Consultant that, to the best of its knowledge, a Hazardous Environmental Condition does not exist at the Site, except as expressly disclosed to the Consultant in writing. If Consultant or any other party encounters a Hazardous Environmental Condition, Consultant may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

I. The services to be provided by Consultant under this Agreement DO NOT INCLUDE advice or recommendations with respect to the issuance, structure, timing, terms or any other aspect of municipal securities, municipal derivatives, guaranteed investment contracts or investment strategies. Any opinions, advice, information or recommendations provided by Consultant are understood by the parties to this Agreement to be strictly engineering or other technical opinions, advice, information or recommendations. Consultant is not a "municipal advisor" as defined by 15 U.S.C. 78o-4 or the related rules of the Securities and Exchange Commission. The other parties to this Agreement should determine independently whether they require the services of a municipal advisor.

J. The Consultant shall not be required to execute certificates, guarantees, warranties or make representations that would, in its professional judgment, require knowledge, services or responsibilities beyond the scope of this Agreement.

K. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

L. To the fullest extent permitted by law, Owner and Consultant (1) waive against each other, and the other's employee's, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Consultant's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Consultant pursuant to the PROPOSAL, whichever is greater, (the "Limitation Amount"), and further, in no event shall the Limitation Amount exceed the amount of liability insurance proceeds actually available to the Consultant for the claim at issue at the time of settlement or final judgment net of any and all expenses paid or incurred on the claim at issue, payments made or incurred in connection with other claims made against the Consultant, or any other circumstances which may reduce, impair, or eliminate the overall availability of such insurance to the Consultant. It is intended that these Limitations apply to any and all liability or cause of action.

3.0 Payment for Services

Consultant will prepare a monthly invoice in accordance with Consultant's standard invoicing practice and submit the invoice to Owner. Invoices are due and payable within 30 days of the date of the invoice. Consultant may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Consultant has been paid in full all amounts due for services, expenses, and other related charges.

4.0 Additional Services

Additional services may be required in Consultant's professional judgement because of changes in the Project, or unforeseen circumstances. The Consultant shall furnish services in addition to those set forth in the PROPOSAL if mutually agreed by Owner and Consultant. Owner shall pay Consultant for any Additional Services provided as follows: (1) as may be mutually agreed to in writing, or (2) in the absence of a mutual agreement an amount equal to the cumulative hours charged to the Project by each member or each class of Consultant's employees engaged in providing the Additional Services times the Consultant's hourly billing rates for each applicable billing class in effect at the time the Additional Services are performed, plus reimbursable expenses and charges for Consultant's Subconsultants, if any.

5.0 Dispute Resolution

Owner and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice by either party of the existence of the dispute. If a dispute involves matters other than a claim by Consultant for payment of fees and the parties fail to resolve the dispute through negotiation then Owner and Consultant agree that they shall first submit any and all such unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually acceptable mediator. Owner and Consultant agree to participate in the mediation process in good faith and to share the cost of the mediation equally. The process shall be conducted on a confidential basis, and shall be completed within 150 days of the date of notice by either party of the existence of the dispute. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to an alternative dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

6.0 Accrual of Claims

All causes of action between the parties to this Agreement including those pertaining to acts, failures to act, or failures to perform in accordance with the obligations of the Agreement or failures to perform in accordance with the standard of care shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts, failures to act or failures to perform occurring prior to Substantial Completion, or the date of issuance of the Notice of Acceptability of Work (or similar notice of the final completion of the Project) for acts, failures to act or failures to perform occurring after Substantial Completion.

7.0 Controlling Law

This Agreement is to be governed by the law of the state in which the project is located.

8.0 Successors, Assigns, and Beneficiaries

Owner and Consultant each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Consultant (and to the extent permitted herein the assigns of Owner and Consultant) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither Owner nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. This provision shall not preclude Consultant from retaining Subconsultants as it deems reasonably necessary for the completion of the services rendered hereunder.

9.0 Termination

If Consultant's services related to the project are terminated for any reason, Consultant shall be compensated for time plus reasonable expenses associated with demobilizing personnel and equipment, and, if requested in writing by the Owner, for completion of tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

10.0 Total Agreement/Severability

This Agreement, including any expressly incorporated Exhibits, constitutes the entire Agreement between Owner and Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. If any term or condition of this Agreement shall, to any extent, be found invalid, void or unenforceable, the remaining provisions shall remain in full force and effect to the extent allowed by applicable law.

RESOLUTION NO. 59

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO
ENTER INTO AN AGREEMENT WITH ESSENTIAL CONSTRUCTS (\$1,018,000.00).**

By _____:

WHEREAS, Matthew Andrews, Deputy Director of the Community and Economic Development for the City of Rome, New York, has recommended that the City of Rome, New York enter into an agreement with Essential Constructs for services relative to the Rome Art & Community Center Restoration project, for an amount not to exceed \$1,018,000.00; 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 Essential Constructs for services relative to the Rome Art & Community Center Restoration project, for an amount not to exceed \$1,018,000.00, pursuant to the attached proposal which is made part of this Resolution.

Seconded by _____.

AYES & NAYS: Mayor Lanigan _____ Nash _____ Feeney _____
Guiliano _____ Adams _____

ADOPTED _____ DEFEATED _____



Quote

Essential Constructs

TIPS Contract: 22010702 Trades, Labor and Materials (JOC)

6821 Colyer Xing, Victor, NY 14564

C:607.760.2350

rob@essentialconstructs.com

QUOTE # 1118

DATE: 02/23/2024

EXPIRATION DATE: 30 Days

TO Matthew J. Andrews, Deputy Director
"Community Center Renovation Project"
Community & Economic Development
City of Rome, New York

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	<p><u>Scope of Work:</u></p> <ul style="list-style-type: none">• Procure contractors.• Coordinate trades based on the submitted design documents.<ul style="list-style-type: none">◦ Possible Trades for work:<ul style="list-style-type: none">▪ Hazard Material▪ General Construction▪ Mechanical Construction▪ Electrical Construction▪ Plumbing Construction• Establish a scope of work to match the budgets.• Track and review permits/approvals.• Procure prices for outside testing.• Assist in preparation and review of construction contracts.• Conduct conferences.• Award trade contracts.• Analyze budget.• During the construction phase we typically provide the following services:<ul style="list-style-type: none">◦ Coordinate mobilization.◦ Receive, verify, and monitor all contractors' insurance and bond compliance.◦ Conduct project coordination meetings and generate minutes of same◦ Conduct project progress meetings and generate minutes of same◦ Establish positive contractor relationships on jobsite.◦ Evaluate work progress.	\$865,300.00	\$865,300.00

	<ul style="list-style-type: none"> • Monitor adherence to construction documents. • Assure timely coordination of on-site issues with contractors and A/E through management of the RFI (request for information), COR (change order request) and CO (change order) processes. • Maintain good relationships with neighbors of the project. • Monitor capital budget and provide updates to the owner. • Review contractors' safety protocols for the entire project, including safety for students and workers. • Review prime contractors' construction schedules. With prime contractors' input, develop a comprehensive project schedule and periodically update same. • Review all prime contractors' payment applications and make recommendation to the architect for certification. • Coordinate owner occupancy schedule. • Coordinate as-builts. • Assist in project close-out and documentation. 		
		SUBTOTAL	\$865,300.00
		GENERAL CONDITIONS	\$152,700.00
		TOTAL	\$1,018,000.00

If you have any question about this Quote, please contact: Robert Warhollic, C:607.760.2350 E: rob@essentialconstructs.com

THANK YOU FOR YOUR BUSINESS!

RESOLUTION NO. 60

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO
ENTER INTO AN AGREEMENT WITH GREENMAN PEDERSON, INC. (\$127,500.00).**

By _____:

WHEREAS, Matthew Andrews, Deputy Director of the Community and Economic Development for the City of Rome, New York, has recommended that the City of Rome, New York enter into an agreement with Greenman Pederson, Inc. for construction support and inspection services relative to the FEMA Disaster Recovery Pinti Field project, for an amount not to exceed \$127,500.00; 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 Greenman Pederson, Inc. for construction support and inspection services relative to the FEMA Disaster Recovery Pinti Field project, for an amount not to exceed \$127,500.00, pursuant to the attached proposal which is made part of this Resolution.

Seconded by _____.

AYES & NAYS: Mayor Lanigan _____ Nash _____ Feeney _____
Guiliano _____ Adams _____

ADOPTED _____ DEFEATED _____



February 21, 2024

Mr. Garret Wyckoff
Planner
Community & Economic Development
Rome City Hall
198 N. Washington Street
Rome, NY 13440

**RE: DR4625NY City of Rome
Project 667080
Pinti Field along the Mohawk River
Design Scope and Fee**

Dear Garret:

As we discussed and in support of FEMA Project 667080 Pinti Field along the Mohawk River, GPI has prepared the following design scope to match the proposed budget the City of Rome has received as outlined in the FEMA form 90-91.

The proposed scope of work (SOW) for Project 667080 consists of the repair of storm damages that occurred in and around Pinti Field as a result of flooding in the Mohawk River. This work will also include hazard mitigation comprising of installation of stone armor and rock vanes to protect against future stream scour.

All design efforts will be on conformance with:

- New York State DOT Highway Design Manual (2022)
- Americans with Disabilities Act (ADA)
- U.S. Consumer Product Safety Commission Public Playground Safety Handbook
- NYSDOT Bridge Design Manual (2021)
- NYSDOT GDB-10 guidance for placement of scour protection at structures and embankments
- AASHTO standards
- US Department of the Interior, Bureau of Reclamation Bank Stabilization Guidelines Report SRH-2015-25.

Services to be provided are as follows:

Section 1 – General > GPI will conduct all background reviews for the project, and meeting minutes, and prepare all progress reports. The schedule for this task will be for the duration of the contract and includes one in-person kick-off meeting along with check-in meetings as required.

Budget \$3,550.00

Section 2 – Data Collection & Analysis > GPI will be utilizing *Susan M. Anacker Professional Land Surveyor, PLLC* for completion of all survey data collection and mapping as outlined in the EOI. GPI has worked with Sue on a variety of past projects in the City of Rome. The schedule for survey task completion for April 2024.

GPI will be completing a preliminary hydraulic analysis for stream velocity determinations and scour along with performing wetland and ordinary high-water delineations as required for permitting agencies.

Budget \$30,500.00

Section 3 – Preliminary Design & Permitting > GPI will complete preliminary plans along with coordinating all advisory agency reviews including field wetland delineations and documentation and submit for all permits and approvals. GPI will also complete any required hydraulic analysis in addition to other design-related documentation. GPI will coordinate this work with the ongoing work on Pinti field being completed during the summer of 2024.

Budget \$45,150.00

Section 4 – Environmental > GPI will provide all SEQRA documentation (*assumed to be a Type II action under maintenance of existing facilities*) along with completion of a Joint Permit Application for DEC/ACOE. No wetland mitigation is assumed to be required. Delineation will be completed this spring and permitting submitted as design is progressed this summer.

Budget \$14,840.00

Section 6 – Detailed Design > GPI will develop final design plans, specifications, and cost estimates on the preferred alternative developed in Preliminary Design. GPI will modify our design plans to reflect any comments received from the City and finalize the plans for bidding. The schedule for Final Design and Contract Document tasks will be by the Fall of 2024.

Budget \$29,760.00

Section 7 – Advertisement, Bid Opening & Award > GPI will assist with Advertisement and Bidding, Bid Opening, and Award as requested by the City based upon the ability to obtain permits.

Budget \$3,700.00

Section 7 – Construction Support & Inspection Services > Services for Construction Support and Inspection will be provided under a future Supplemental Agreement for the 2025 construction season.

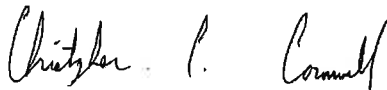
GPI can perform the above scope of work for a Not to Exceed budget based upon the attached detailed cost breakdowns and as summarized above for **\$127,500.00**.

GPI is prepared to progress this project understanding that design efforts would be progressed in an expeditious fashion to allow for final plans, sections, and specifications along with any permits to be completed by the fall of 2024 to allow for construction progression during the 2025 season.

GPI appreciates this opportunity to provide these services for support and inspection to the City of Rome. Should you have any questions regarding the enclosed information or require any additional information, please feel free to contact me at 518.898.9512 or ccornwell@gpinet.com.

Sincerely,

GPI/Greenman-Pedersen, Inc.



Christopher C. Cornwell, P.E., LEED AP
Vice President/Highway Department Manager

\\NY2-FS1V\Engineering\2022\2200013.00 City of Rome FEMA Assistance\Contract\Rome Design Pinti Field.docx



Engineering | Design | Planning | Construction Inspection

GPI/Greenman-Pedersen, Inc.
80 Wolf Road, Suite 600, Albany, NY 12205
518.453.9431 | gpinet.com

CONSULTANT FEE ESTIMATE WORKSHEET

Project No. **TBD**

Project Description: (Project Title, Facility Name and Address) DR4625NY City of Rome Project 667080 Pinti Field along Mohawk River	Task Preliminary and Final Design Services	Date: 2/21/2024 Phase: Design/Const Agency: City of Rome Contact: Prepared By: Chris Cornwell
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Breakdown of Tasks

Note: The following quote is being provided in good faith from the available project information provided.

Task Description	Employee Title	Employee Hours per Task							Total Hours
		Senior Engineer	Engineer II	Geotechnical Engineer	Engineer	Junior Engineer	Environmental Scientist		
									0.00
Section 1 - General									0.00
1.06) Meetings		8.00			8.00	8.00			24.00
1.04) Cost and Progress Reports		No Charge - Overhead							0.00
									0.00
Section 2 - Data Collection and Analysis									0.00
2.01) Survey & Mapping		See Below							0.00
2.02) Soil Investigations		See Below							0.00
2.03) Hydraulic Analysis					40.00	80.00			120.00
2.04) Wetland/Stream Delineation							40.00		40.00
									0.00
Section 3 - Preliminary Design									0.00
3.01) Preliminary Plans and Cost Estimate		20.00	40.00	20.00	120.00	160.00	10.00		370.00
									0.00
Section 4 - Environmental									0.00
4.01) Advisory Agency and SEQRA		2.00	4.00				20.00		26.00
4.02) Permits and Approvals		2.00					60.00		62.00
									0.00
Section 6 - Detailed Design									0.00
6.01) Detailed Plans		4.00	16.00	10.00	80.00	100.00	10.00		220.00
6.02) Contract Documents		2.00	10.00		20.00				32.00
6.04) Utilities		Not in Contract							0.00
									0.00
Section 7 - Advertisement, Bid Opening, and Award									0.00
7.01) Advertisement			1.00		8.00				9.00
7.02) Bid Phase and Opening			8.00		8.00				16.00
7.03) Award					4.00				4.00
									0.00
Section 8 - Construction Support									0.00
		Under Future CI Agreement							0.00
									0.00
									0.00
									0.00
Subtotal Employee Hours		38.00	79.00	30.00	288.00	348.00	140.00		923.00
x Hourly Rate		\$240.00	\$170.00	\$175.00	\$110.00	\$95.00	\$165.00		
Total Direct Cost		\$9,120.00	\$13,430.00	\$5,250.00	\$31,680.00	\$33,060.00	\$23,100.00		\$115,640.00
								x Multiplier	1.00
Total Personnel Days	115.375							Total Labor Cost	\$115,640.00

Reimbursable Expenses: (when required)

	No.	Contract Rate	
Mileage: Estimate miles at Contract rate.	0	0 miles @ \$0.50	\$0.00
Lodging: At Contract per diem rates for the location of the facility.	0	night(s) @	\$0.00
Meals: At Contract per diem rates for the location of the facility.	0	overnight(s) @	\$0.00
Sub-Consultant Services			
Topographic Survey			\$11,900.00
Other Allowable Expenses: Identify expenses below.			
Total Reimbursable Expenses			\$11,900.00
Lump Sum			\$127,500.00

RESOLUTION NO. 61

**AUTHORIZING CHANGE ORDER NO. 1 TO CONTRACT WITH
GREENMAN PEDERSEN, INC. PURSUANT TO BOARD OF ESTIMATE AND
CONTRACT RESOLUTION NO. 24 ADOPTED JANUARY 27, 2022 (\$30,000.00).**

By _____:

WHEREAS, the Board of Estimate and Contract of the City of Rome, New York, pursuant to Resolution No. 24 adopted January 27, 2022, authorized the awarding of a contract to Greenman Pedersen, Inc., for services relative to the Mohawk River Trail Project, at a total contract price of \$300,000.00; and

WHEREAS, it has been recommended by Matthew Andrews, Deputy Director of the Department of Community and Economic Development for the City of Rome, that Greenman Pedersen, Inc., be awarded Change Order No. 1 for this project for a total amount not to exceed \$30,000.00, pursuant to the attached documentation which is made part of this Resolution; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that the contract awarded to Greenman Pedersen, Inc., pursuant to Resolution No. 24 adopted January 27, 2022, be and is hereby amended, whereby Change Order No. 1 is hereby awarded, so as to modify the contract to allow for an increase of \$30,000.00; and

BE IT FURTHER RESOLVED, that the total amount of Change Order No. 1 as described hereinabove shall be an amount not to exceed \$30,000.00, increasing the total contract price to \$330,000.00; and

BE IT FURTHER RESOVLED, Resolution No. 24, shall otherwise remain as originally adopted on January 27, 2022.

Seconded by _____.

AYES & NAYS: Mayor Lanigan _____ Nash _____ Feeney _____
Guiliano _____ Adams _____

ADOPTED _____ DEFEATED _____

CONSULTANT'S PAYMENT REQUEST

SPONSOR CONTRACT NO. 2650.53

ESTIMATE NO. 69

IMPORTANT: The amounts reported below for each PIN must be supported by a

CONSULTANT'S PAYMENT REQUEST CONTINUATION FORM FIN 422. A SEPARATE FORM FIN 422 must be completed for each 9 digit PIN.

FAILURE TO REPORT ALL COSTS PROPERLY BY 9 DIGIT PIN MAY RESULT IN REJECTION OF THIS ESTIMATE.

PIN (MUST BE 9 DIGITS)	WORK PERFORMED			MAXIMUM ALLOC. THRU SA ____	FUNDS REMAINING OVER/UNDER
	CURRENT	PRIOR	TO DATE		
2650.53.121	\$0.00	\$174,722.97	\$174,722.97	\$174,700.00	-\$22.97
2650.53.NPS	\$0.00	\$174,722.97	\$174,722.97	\$174,700.00	-\$22.97
2650.53.321	\$8,316.00	\$321,608.12	\$329,924.12	\$300,000.00	-\$29,924.12
TOTAL	\$8,316.00	\$671,054.07	\$679,370.07	\$649,400.00	-\$29,970.07
LESS: RETAINAGE					

FEDERAL AID PROJECT CONSULTANT'S PAYMENT REQUEST CONTINUATIONCOMPTROLLER'S CONTRACT NO. D035782 ESTIMATE NO. 69CONSULTANT NAME Greenman-Pedersen, Inc.PIN (MUST BE 9 DIGITS) 2650.53.121 & NPSCOUNTY ONEIDADESCRIPTION (THIS PIN ONLY) Mohawk River Trail Phase II & IIIFEDERAL AID PROJECT NO. 2650.53

CATEGORY	WORK PERFORMED		
	Current	Prior	To date
IA DIRECT TECHNICAL SALARY	3,780.00	125,397.29	129,177.29
IB OVERTIME (PREMIUM)	0.00	0.00	0.00
IC NIGHT TIME PORTION	0.00	0.00	0.00
II DIRECT NONSALARY COSTS (EXCLUDING SUBS)	0.00	5,574.02	5,574.02
II SUBCONSULTANT 1 S. Anacker	0.00	8,600.00	8,600.00
II SUBCONSULTANT 2 ATL	0.00	1,333.50	1,333.50
II SUBCONTRACTOR 1 -	0.00	0.00	0.00
II SUBCONTRACTOR 2	0.00	0.00	0.00
III OVERHEAD (ON IA ONLY) 100%	3,780.00	9,978.50	13,758.50
III OVERHEAD (ON IA ONLY) 124%	0.00	143,119.31	143,119.31
SUBTOTAL	7,560.00	294,002.62	301,562.62
IV FIXED OR NET FEE	756.00	27,849.50	28,605.50
MAXIMUM PAYABLE =			
I SPECIFIC HOURLY RATE CONTRACT			
I LUMP SUM CONTRACT			
SUBTOTAL	8,316.00	321,852.12	330,168.12
LESS: AMOUNT OVER APPROVED MAP		-244.00	-244.00
TOTAL	8,316.00	321,608.12	329,924.12

NOTE: TOTAL MUST BE CARRIED FORWARD TO PAGE 2 OF THE CONSULTANT'S PAYMENT REQUEST,
FIN 421LL (OR FOR SUBCONSULTANTS CARRY FORWARD TO PRIME'S FIN 422LL)

RESOLUTION NO. 62

AUTHORIZING CHANGE ORDER NO. 1 TO CONTRACT WITH JOAN BENEFIEL & JEREMY LEICHMAN OF FIGURATION, L.L.C., PURSUANT TO BOARD OF ESTIMATE AND CONTRACT RESOLUTION NO. 271 ADOPTED DECEMBER 14, 2023 (\$19,409.63).

By _____:

WHEREAS, the Board of Estimate and Contract of the City of Rome, New York, pursuant to Resolution No. 271 adopted December 14, 2023, authorized the awarding of a contract to Joan Benefiel & Jeremy Leichman of Figuration, L.L.C., for services relative to the West Dominick Street Art Installation project, at a total contract price of \$70,000.00; and

WHEREAS, it has been recommended by Matthew Andrews, Deputy Director of the Department of Community and Economic Development for the City of Rome, that Joan Benefiel & Jeremy Leichman of Figuration, L.L.C., be awarded Change Order No. 1 for this project for a total amount not to exceed \$19,409.63, pursuant to the attached documentation which is made part of this Resolution; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that the contract awarded to Joan Benefiel & Jeremy Leichman of Figuration, L.L.C., pursuant to Resolution No. 271 adopted December 14, 2023, be and is hereby amended, whereby Change Order No. 1 is hereby awarded, so as to modify the contract to allow for an increase of \$19,409.63; and

BE IT FURTHER RESOLVED, that the total amount of Change Order No. 1 as described hereinabove shall be an amount not to exceed \$19,409.63, increasing the total contract price to \$89,409.63; and

BE IT FURTHER RESOVLED, Resolution No. 271, shall otherwise remain as originally adopted on December 14, 2023.

Seconded by _____.

AYES & NAYS: Mayor Lanigan _____ Nash _____ Feeney _____
Guiliano _____ Adams _____

ADOPTED _____ DEFEATED _____

Figuration LLC
1087 Flushing Avenue
Suite 310
Brooklyn NY 11237

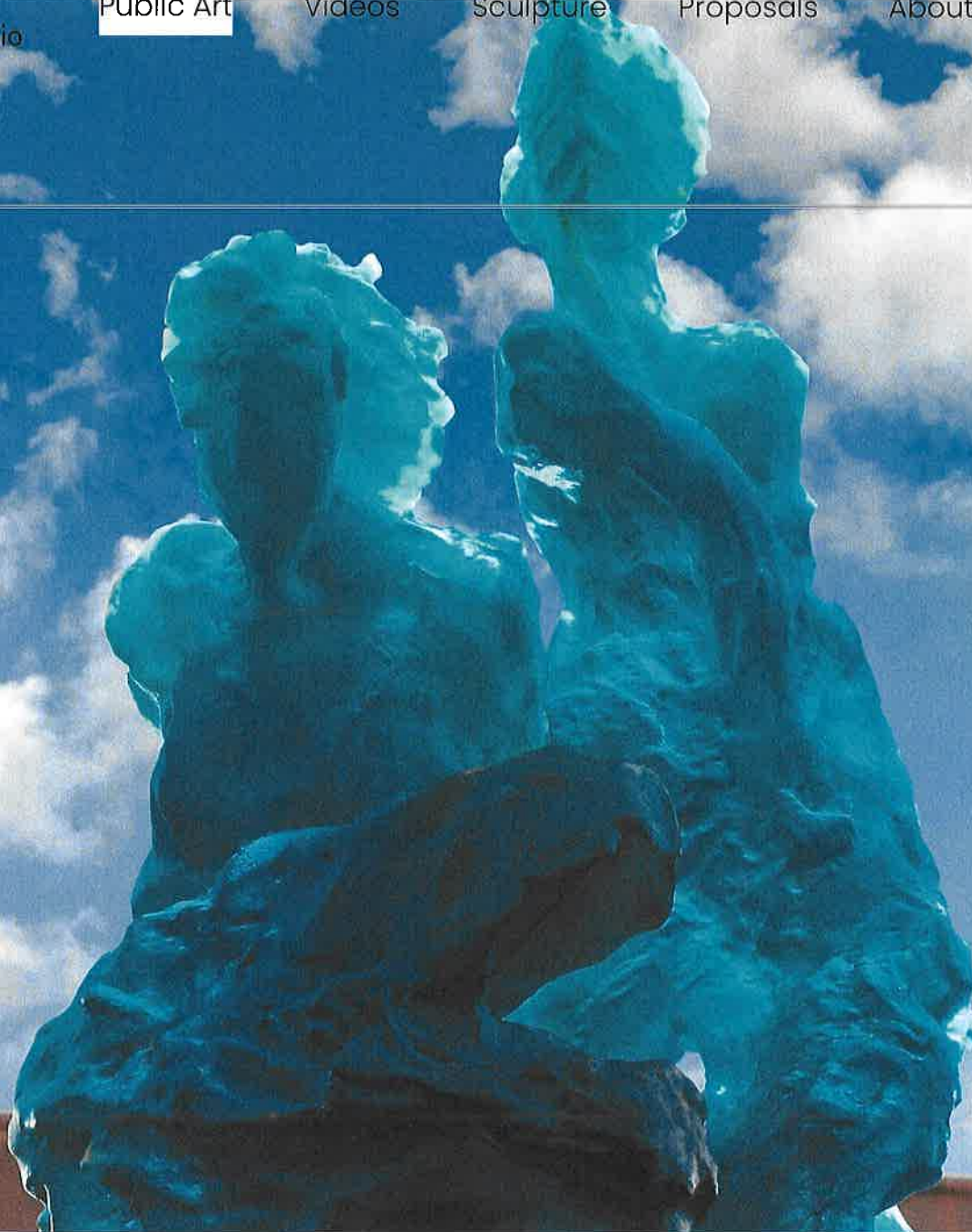
Estimate

Name/Address
Department of Community and Economic De...
Rome City Hall
198 N. Washington St.
Rome, NY 13440

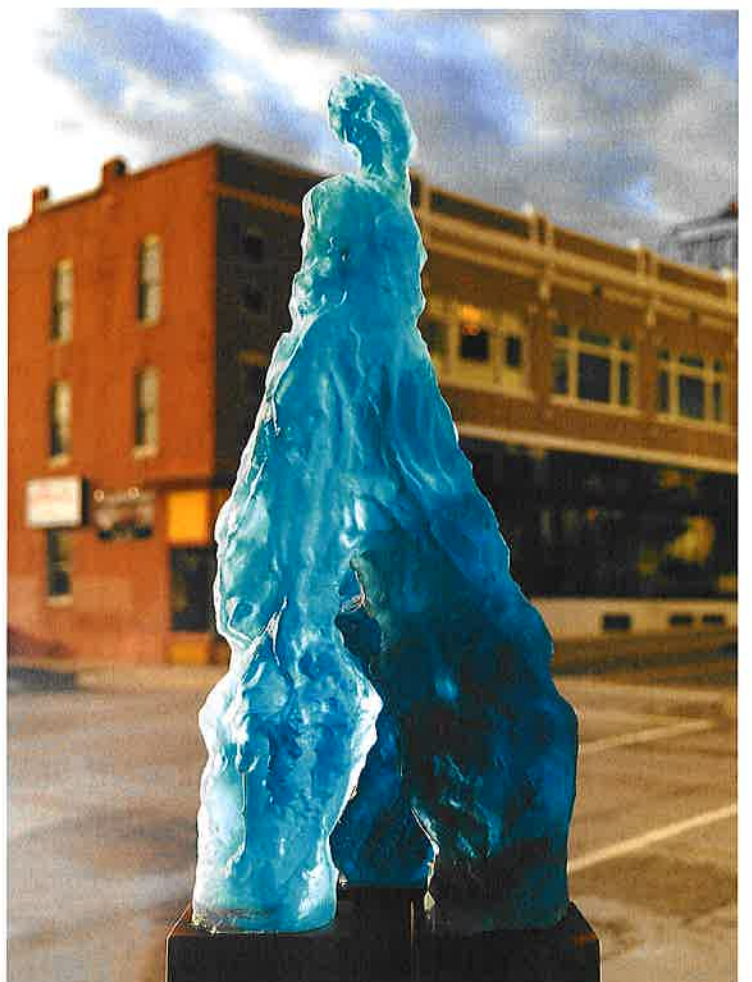
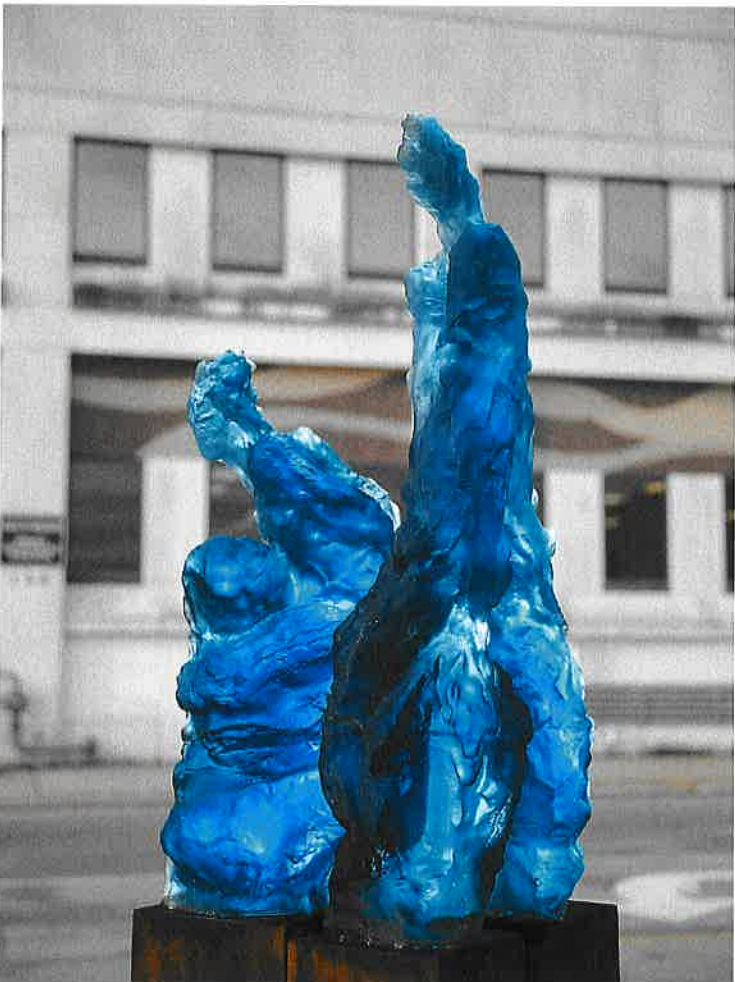
Date	Estimate No.
02/26/24	950

Item	Description	Quantity	Cost	Total
Sculpture	Hoodoos resin and CORTEN sculpture, purchased as is.		19,409.63	19,409.63
			0.00	0.00

Hoodoos







RESOLUTION NO. 63

**AUTHORIZING MAYOR OF THE CITY OF ROME TO APPROVE
THE SALE OF CITY OWNED PARCEL (110 WEST FOX STREET)
TO BUYER FOR \$1,000.00.**

By _____:

WHEREAS, New York State Real Property Tax Law Section 1166 and Rome Charter Laws Section 33(3) allow the City of Rome to sell and convey real property obtained by virtue of a tax foreclosure proceeding, upon approval and confirmation of a 5/7 vote of the Rome Common Council, with or without advertising for bids, and;

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

BE IT RESOLVED, that the Mayor of the City of Rome is authorized to convey a parcel at 110 West Fox Street to the buyer listed in Exhibit A, and;

BE IT FURTHER RESOLVED, by the Board of Estimate and Contract of the City of Rome that it approves and confirms the sale and conveyance of a parcel on 110 West Fox Street to the buyer listed in Exhibit A for the monetary consideration of \$1,000.00, said conveyance to take place following the contingencies hereinafter set forth, and;

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

Seconded by _____.

AYES & NAYS: Mayor Lanigan _____ Nash _____ Feeney _____
Guiliano _____ Adams _____

ADOPTED _____ DEFEATED _____

EXHIBIT "A"

TAX MAP NO:	<u>242.042-0002-023</u>
PROPERTY ADDRESS:	<u>110 West Fox Street</u>
CONSIDERATION:	<u>\$1,000.00</u>
BUYER:	<u>DeSalvo Properties, LLC</u>

JEFFREY M. LANIGAN
Mayor

MARK DOMENICO
Director



DEPARTMENT OF CODE ENFORCEMENT
ROME CITY HALL, 198 N. WASHINGTON STREET
ROME, NEW YORK 13440-5815
Telephone: (315) 339-7642 Fax: (315) 339-7638
www.romenewyork.com

Memo

To: City of Rome Common Council

Date: February 28, 2024

From: Nick Facciolo

Re: Permission for the City of Rome to enter into a **direct sale** agreement with DeSalvo Properties LLC for 110 W. Fox St., tax map ID #242.042-0002-023, per the recommendation of the Real Property Committee. The purchase offer is \$1,000 and there is no rehabilitation period.

Message:

The Real Property Committee has voted to recommend that the City of Rome Common Council consider approval to enter into a **direct sale** agreement with DeSalvo Properties LLC to purchase a parcel located at 110 W. Fox St. City Treasurer and Codes have verified that the proposer does not have outstanding taxes or codes issues on other properties in the City of Rome.

Attached is a copy of the, proposal, punch list, tax map and current assessment information. Please feel free to call me directly at 315-339-7637 with any additional information you may require.

JEFFREY M. LANIGAN

Mayor

MARK DOMENICO

Director



DEPARTMENT OF CODE ENFORCEMENT
ROME CITY HALL, 198 N. WASHINGTON STREET
ROME, NEW YORK 13440-5815
Telephone: (315) 339-7642 Fax: (315) 339-7638
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Real Property Due Diligence Summary

PROPERTY SUMMARY	
Address	110 W. Fox St.
Tax Map Number	242.042-0002-023
Parcel Description	Lot 39.5 x 80
Parcel Zoning	C-1
Ward Councilor	R. Smith
Date of City Ownership	6/29/2023
DUE DILIGENCE CATEGORY	STATUS
Project Description	Purchase of vacant lot
Proposer Name	DeSalvo Properties, LLC
Proposed Time Frame	N/A
Proposed Price	\$1,000
Proposer Codes Violations	Codes history has been checked and deemed acceptable for consideration by the common council
Proposer Financial Viability	Financial background has been checked and deemed appropriate for consideration by Common Council
Background Check Performed	Not performed
Special Considerations	None

RESOLUTION NO. 64

**AUTHORIZING MAYOR OF THE CITY OF ROME TO APPROVE
THE SALE OF CITY OWNED PARCEL (112 WEST FOX STREET)
TO BUYER FOR \$1,000.00.**

By _____:

WHEREAS, New York State Real Property Tax Law Section 1166 and Rome Charter Laws Section 33(3) allow the City of Rome to sell and convey real property obtained by virtue of a tax foreclosure proceeding, upon approval and confirmation of a 5/7 vote of the Rome Common Council, with or without advertising for bids, and;

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

BE IT RESOLVED, that the Mayor of the City of Rome is authorized to convey a parcel at 112 West Fox Street to the buyer listed in Exhibit A, and;

BE IT FURTHER RESOLVED, by the Board of Estimate and Contract of the City of Rome that it approves and confirms the sale and conveyance of a parcel on 112 West Fox Street to the buyer listed in Exhibit A for the monetary consideration of \$1,000.00, said conveyance to take place following the contingencies hereinafter set forth, and;

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

Seconded by _____.

AYES & NAYS: Mayor Lanigan _____ Nash _____ Feeney _____
Guiliano _____ Adams _____

ADOPTED _____ DEFEATED _____

EXHIBIT "A"

TAX MAP NO:	<u>242.042-0002-024</u>
PROPERTY ADDRESS:	<u>112 West Fox Street</u>
CONSIDERATION:	<u>\$1,000.00</u>
BUYER:	<u>DeSalvo Properties, LLC</u>

JEFFREY M. LANIGAN
Mayor

MARK DOMENICO
Director



DEPARTMENT OF CODE ENFORCEMENT
ROME CITY HALL, 198 N. WASHINGTON STREET
ROME, NEW YORK 13440-5815
Telephone: (315) 339-7642 Fax: (315) 339-7638
www.romenewyork.com

Memo

To: City of Rome Common Council

Date: February 28, 2024

From: Nick Facciolo

Re: Permission for the City of Rome to enter into a **direct sale** agreement with DeSalvo Properties LLC for 112 W. Fox St., tax map ID #242.042-0002-024, per the recommendation of the Real Property Committee. The purchase offer is \$1,000 and there is no rehabilitation period.

Message:

The Real Property Committee has voted to recommend that the City of Rome Common Council consider approval to enter into a **direct sale** agreement with DeSalvo Properties LLC to purchase a parcel located at 112 W. Fox St. City Treasurer and Codes have verified that the proposer does not have outstanding taxes or codes issues on other properties in the City of Rome.

Attached is a copy of the, proposal, punch list, tax map and current assessment information. Please feel free to call me directly at 315-339-7637 with any additional information you may require.

JEFFREY M. LANIGAN

Mayor

MARK DOMENICO

Director



DEPARTMENT OF CODE ENFORCEMENT
ROME CITY HALL, 198 N. WASHINGTON STREET
ROME, NEW YORK 13440-5815
Telephone: (315) 339-7642 Fax: (315) 339-7638
www.romenewyork.com

Real Property Due Diligence Summary

PROPERTY SUMMARY	
Address	112 W. Fox St.
Tax Map Number	242.042-0002-024
Parcel Description	Lot 38 x 80
Parcel Zoning	RP
Ward Councilor	R. Smith
Date of City Ownership	6/29/2023
DUE DILIGENCE CATEGORY	STATUS
Project Description	Purchase of vacant lot
Proposer Name	DeSalvo Properties, LLC
Proposed Time Frame	N/A
Proposed Price	\$1,000
Proposer Codes Violations	Codes history has been checked and deemed acceptable for consideration by the common council
Proposer Financial Viability	Financial background has been checked and deemed appropriate for consideration by Common Council
Background Check Performed	Not performed
Special Considerations	None

RESOLUTION NO. 65**AUTHORIZING 2024 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: Year End Budget Transfers**Authorizing Budgetary Transfer of \$3.00 into Common Council Salaries & Wages Account**

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG1010.41001	Common Council: Telephone	\$3.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG1010.151	Common Council: Salaries & Wages	\$3.00

Authorizing Budgetary Transfer of \$37,675 into Mayor's Salaries & Wages Account

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG1420.151	Law: Salaries & Wages	\$37,675.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG1210.41001	Mayor: Salaries & Wages	\$37,675.00

Authorizing Budgetary Transfer of \$315.00 into Mayor's Travel & Conference Account

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG1210.414	Mayor: Supplies & Materials	\$227.00

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG1210.417	Mayor: Postage & Freight	\$88.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG1210.409	Mayor: Travel & Conferences	\$315.00

Authorizing Budgetary Transfer of \$2,625.00 into Mayor's FICA & Medicare Account

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG1930.405	Judgement & Claims	\$2,625.00
<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG1210.801	Mayor: FICA & Medicare	\$2,625.00

Authorizing Budgetary Transfer of \$22,590.00 into Treasurer's Overtime Account

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG1420.151	Law: Salaries & Wages	\$22,590.00
<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG1325.153	Treasurer: Overtime	\$22,590.00

Authorizing Budgetary Transfer of \$5,910.00 into Assessor's Salaries & Wages Account

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG1420.151	Law: Salaries & Wages	\$5,910.00
<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG1355.151	Assessor: Salaries & Wages	\$5,910.00

Authorizing Budgetary Transfer of \$13,400.00 into Law Contract Services Account

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG1420.151	Law: Salaries & Wages	\$13,400.00
<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG1420.418	Law: Contract Services	\$13,400.00

Authorizing Budgetary Transfer of \$2,540.00 into Law Dues & Publications Account

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG1420.409	Law: Travel & Conferences	\$1,921.00
<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG1420.409	Law: Telephone	\$40.00
<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG1420.409	Law: Supplies & Materials	\$209.00

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG1420.409	Law: Postage & Freight	\$370.00
<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG1420.411	Law: Dues & Publications	\$2,540.00

Authorizing Budgetary Transfer of \$5,540 into Admin Services Salaries & Wages

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG5110.151	Streets: Salaries & Wages	\$5,540.00
<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG1430.151	Admin Services: Salaries & Wages	\$5,540.00

Authorizing Budgetary Transfer of \$10,115.00 into Engineers Overtime Account

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG5110.151	Streets: Salaries & Wages	\$10,115.00
<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG1440.153	Engineer: Overtime	\$10,115.00

Authorizing Budgetary Transfer of \$32,465.00 into Fire Overtime Account

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG5110.151	Streets: Salaries & Wages	\$32,465.00
<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG3410.153	Fire: Overtime	\$32,465.00

Authorizing Budgetary Transfer of \$7,655 into Public Safety Overtime Account

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG5110.151	Streets: Salaries & Wages	\$7,655.00
<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG3989.153	Public Safety: Overtime	\$7,655.00

Authorizing Budgetary Transfer of \$2,120.00 into Public Safety FICA & Medicare Account

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG5110.151	Streets: Salaries & Wages	\$2,120.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG3989.801	Public Safety: FICA & Medicare	\$2,120.00

Authorizing Budgetary Transfer of \$430.00 into Engineer Travel & Conferences Account

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG1440.412	Engineer: Service Contracts & Repairs	\$490.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG1440.409	Engineer: Travel & Conferences	\$430.00

Authorizing Budgetary Transfer of \$1,970.00 into Engineer Gasoline/Diesel Account

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG1440.456	Engineer: Operating Lease	\$1,970.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
A G1440.419	Engineer: Gasoline/Diesel	\$1,970.00

Authorizing Budgetary Transfer of \$9,735.00 into Various DPW Admin Accounts

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG7020.151	Parks & Rec: Salaries & Wages	\$9,735.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG1490.151	DPW Admin: Salaries & Wages	\$6,930.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG1490.153	DPW Admin: Overtime	\$2,540.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG1490.41001	DPW Admin: Telephone	\$40.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG1490.801	DPW Admin: FICA & Medicare	\$225.00

Authorizing Budgetary Transfer of \$16,050 into Building Maintenance Overtime & Gasoline/Diesel Accounts

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG1620.206	Buildings: Machinery & Tools	\$3,530.00

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG1620.410	Buildings: Utility & Fuel	\$10,673.00

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG1620.418	Buildings: Contract Services	\$1,847.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG1620.153	Buildings: Overtime	\$14,200.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG1620.419	Buildings: Gasoline/Diesel	\$1,850.00

Authorizing Budgetary Transfer of \$27,313.00 into Insurance Account

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG1930.450	Judgements: Judgements & Claims	\$27,313.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG1910.413	Insurance: Insurance	\$27,313.00

Authorizing Budgetary Transfer of \$650.00 into Civil Service Salaries & Wages & FICA & Medicare Accounts

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG1989.416	Civil Service: Advertising & Printing	\$650.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG1989.151	Civil Service: Salaries & Wages	\$611.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG1989.801	Civil Service: FICA & Medicare	\$39.00

Authorizing Budgetary Transfer of \$448,910.00 into Fire Salaries & Payroll Account

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG1930.450	Judgements: Judgements & Claims	\$104,175.00

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG1410.151	Clerks: Salaries & Wages	\$28,100.00

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG1410.151	Engineer: Salaries & Wages	\$43,715.00

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG1620.151	Buildings: Salaries & Wages	\$12,275.00

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG1680.418	IT: Contract Services	\$58,625.00

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG1986.410	Tannery Solar: Purchases	\$53,460.00

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG1987.410	Onyx Solar: Purchases	\$20,010.00

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG3310.151	Traffic: Salaries & Wages	\$26,985.00

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG3620.151	Codes: Salaries & Wages	\$12,490.00

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG5138.151	Electrical: Salaries & Wages	\$54,215.00

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG5142.153	Electrical: Overtime	\$34,860.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG3410.151	Fire: Salaries & Wages	\$448,910.00

Authorizing Budgetary Transfer of \$14,550.00 into Fire Service Contract & Repairs & FICA & Medicare Accounts

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG3410.414	Fire: Supplies & Materials	\$13,900.00

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG3410.421	Fire: Miscellaneous	\$650.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG3410.801	Fire: FICA & Medicare	\$13,900.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG3410.412	Fire: Service Contract & Repairs	\$650.00

Authorizing Budgetary Transfer of \$14,745.00 into Various Animal Control Accounts

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG3510.456	Animal Control: Operating Leases	\$14,745.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG3510.151	Animal Control: Salaries & Wages	\$4,125.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG3510.153	Animal Control: Overtime	\$9,990.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG3510.41001	Animal Control: Telephone	\$275.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG3510.801	Animal Control: FICA & Medicare	\$355.00

Authorizing Budgetary Transfer of \$242.00 into Codes Telephone Account

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG3620.416	Codes: Advertising & Printing	\$242.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG3620.41001	Codes: Telephone	\$242.00

Authorizing Budgetary Transfer of \$67,400 into Codes Building Inspections Account

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG5110.419	Streets: Gasoline/Diesel	\$67,400.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG3620.421	Codes: Building Inspections	\$67,400.00

Authorizing Budgetary Transfer of \$18,050.00 into Public Safety Salaries & Wages Account

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG5142.151	Snow Removal: Salaries & Wages	\$18,050.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG3989.151	Public Safety: Salaries & Wages	\$18,050.00

Authorizing Budgetary Transfer of \$6,845.00 into Streets Overtime & Telephone Accounts

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG5110.419	Streets: Gasoline/Diesel	\$6,845.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG5110.153	Streets: Overtime	\$6,700.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG5110.41001	Streets: Telephone	\$145.00

Authorizing Budgetary Transfer of \$28,975.00 into Streets Operating Leases Account

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG5110.419	Streets: Gasoline/Diesel	\$28,975.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG5110.456	Streets: Operating Leases	\$28,975.00

Authorizing Budgetary Transfer of \$3,290.00 into Curbs & Walkways Supplies & Materials Account

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG5142.151	Snow Removal: Salaries & Wages	\$3,290.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG5111.414	Curbs & Walkways: Supplies & Materials	\$3,290.00

Authorizing Budgetary Transfer of \$124,910.00 into Streets CHIPS Account

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG5142.151	Snow Removal: Salaries & Wages	\$124,910.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG5112.209	Streets: CHIPS	\$124,910.00

Authorizing Budgetary Transfer of \$107,380.00 into CED Salaries & Wages Account

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG5142.151	Snow Removal: Salaries & Wages	\$107,380.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG8020.151	CED: Salaries & Wages	\$107,380.00

Authorizing Budgetary Transfer of \$25.00 into DPW Garage Telephone Account

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG5132.208	DPW Garage: Equipment	\$25.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
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AG5132.41001	DPW Garage: Telephone	\$25.00
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Authorizing Budgetary Transfer of \$4,190.00 into Various Electrical Accounts

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG5138.410	Electrical: Utilities & Fuel	\$4,190.00
<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG5138.153	Electrical: Overtime	\$3,555.00
<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG5138.208	Electrical: Equipment	\$30.00
<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG5138.414	Electrical: Supplies & Materials	\$430.00
<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG5138.420	Electrical: Uniforms & Cleanings	\$175.00

Authorizing Budgetary Transfer of \$4,420.00 into Various Sign Dept. Accounts

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG5140.153	Sign Dept.: Utilities & Fuel	\$4,420.00
<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG5140.153	Sign Dept.: Overtime	\$3,130.00
<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG5140.414	Sign Dept.: Supplies & Materials	\$440.00
<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG5140.419	Sign Dept.: Gasoline/Diesel	\$850.00

Authorizing Budgetary Transfer of \$46,990.00 into Parks & Rec Overtime & Land & Buildings Accounts

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG7020.151	Parks & Rec: Salaries & Wages	\$46,990.00
<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG7020.153	Parks & Rec: Overtime	\$8,240.00
<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG7020.204	Parks & Rec: Land & Buildings	\$38,750.00

Authorizing Budgetary Transfer of \$44,325.00 into Various Arena Accounts

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG7020.151	Parks & Rec: Salaries & Wages	\$44,325.00
<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG7181.151	Arena: Salaries & Wages	\$38,650.00
<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG7181.414	Arena: Supplies & Materials	\$1,600.00
<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG7181.418	Arena: Contract Services	\$1,150.00
<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG7181.801	Arena: FICA & Medicare	\$2,925.00

Authorizing Budgetary Transfer of \$425.00 into Veterans Account

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG7020.151	Parks & Rec: Salaries & Wages	\$425.00
<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG7550.414	Veterans: Veterans	425.00

Authorizing Budgetary Transfer of \$6,575 into CED FICA & Medicare Account

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG8020.418	CED: Contract Services	\$6,575.00
<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG8020.801	CED: FICA & Medicare	\$6,575.00

Authorizing Budgetary Transfer of \$5,530.00 into Various Shade Trees Accounts

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG8560.204	Shade Trees: Land & Buildings	\$4,056.00
<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG8560.409	Shade Trees: Travel & Conferences	\$500.00
<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG8560.801	Shade Trees: FICA & Medicare	\$974.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG8560.151	Shade Trees: Salaries & Wages	\$1,995.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG8560.153	Shade Trees: Overtime	\$3,325.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG8560.801	Shade Trees: FICA & Medicare	\$210.00

Authorizing Budgetary Transfer of 40,285.00 into Shade Trees Supplies & Materials & Contract Services Account

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG1930.405	Judgement & Claims	\$40,285.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG8560.414	Shade Trees: Supplies & Materials	\$60.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG8560.418	Shade Trees: Contract Services	\$40,225.00

Seconded by _____:

AYES & NAYS: Mayor Lanigan _____ Nash _____ Feeney _____
Guiliano _____ Adams _____

ADOPTED _____ DEFEATED _____

RESOLUTION NO. 66**AUTHORIZING 2024 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: Year End Budget Transfers**Authorizing Budgetary Transfer of \$5,362.00 into Police Insurance Account**

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AI1930.450	Police: Judgements & Claims	\$5,362.00
<u>TO CODE NO.</u>		<u>AMOUNT</u>
AI1910.413	Police: Insurance	\$5,362.00

Authorizing Budgetary Transfer of \$133,603.00 into Police Overtime Account

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AI3120.456	Police: Operating Leases	\$65,060.00
<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AI3120.415	Police: Medical	\$35,205.00
<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AI1930.450	Police: Judgements & Claims	\$33,343.00
<u>TO CODE NO.</u>		<u>AMOUNT</u>
AI3120.153	Police: Overtime	\$133,608.00

Authorizing Budgetary Transfer of \$4,402.00 into Police Telephone Account

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AI1930.450	Police: Judgements & Claims	\$4,402.00
<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AI3120.151	Police: Salaries & Wages	\$5.00
<u>TO CODE NO.</u>		<u>AMOUNT</u>

AI3120.41001	Police: Telephone	\$4,407.00
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Authorizing Budgetary Transfer of \$42,120.00 into Police Retirement Account

FROM CODE NO.	AMOUNT
AI3120.151 Police: Salaries & Wages	\$42,120.00

TO CODE NO.	AMOUNT
AI9015.813 Police: Retirement	\$42,120.00

Authorizing Budgetary Transfer of \$850.00 into Police Workers Compensation Account

FROM CODE NO.	AMOUNT
AI3120.151 Police: Salaries & Wages	\$850.00

TO CODE NO.	AMOUNT
AI9040.813 Police: Workers Comp	\$850.00

Authorizing Budgetary Transfer of \$2,625.00 into Police Unemployment Account

FROM CODE NO.	AMOUNT
AI3120.151 Police: Salaries & Wages	\$2,625.00

TO CODE NO.	AMOUNT
AI9050.813 Police: Unemployment	\$2,625.00

Authorizing Budgetary Transfer of \$24,910.00 into Police Medicare Eligible Account

FROM CODE NO.	AMOUNT
AI1930.450 Police: Judgements & Claims	\$15,667.00

FROM CODE NO.	AMOUNT
AI3120.409 Police: Travel & Conferences	\$9,243.00

TO CODE NO.	AMOUNT
AI19060.819 Police: Medicare Eligible	\$24,910.00

Seconded by _____.

AYES & NAYS: Mayor Lanigan _____ Nash _____ Feeney _____
Guiliano _____ Adams _____

ADOPTED DEFEATED

RESOLUTION NO. 67

**AUTHORIZING THE ACQUISITION OF A TEMPORARY EASEMENT FOR
THE ERIE BOULEVARD DOWNTOWN TRANSPORTATION ALTERNATIVE
PROGRAM PROJECT (\$300.00).**

By _____:

WHEREAS, Matthew Andrews, the Deputy Director of the Department of Community and Economic Development for the City of Rome, New York, has requested authorization for acquisition of a temporary easement at 195 West Dominick Street for the Erie Boulevard Downtown Transportation Alternative Program Project, in an amount not to exceed \$300.00; and

BE IT RESOLVED, that the Mayor of the City of Rome be and is hereby authorized to enter into an Agreement approved by the Corporation Counsel, for purposes of acquisition of a temporary easement at 195 West Dominick Street for the Erie Boulevard Downtown Transportation Alternative Program Project, in an amount not to exceed \$300.00, pursuant to the attached documents.

Seconded by _____.

AYES & NAYS: Mayor Lanigan _____ Nash _____ Feeney _____
Guiliano _____ Adams _____

ADOPTED _____ DEFEATED _____

AGREEMENT TO PURCHASE TEMPORARY EASEMENT

Project: Erie Boulevard Downtown TAP / Wheels to Heels Streetscape Improvements

PIN: 2650.57.121

Map 13

Parcel 13

By this Agreement **Neighborhood Center, Inc.** (hereinafter "Seller"), agrees to sell and **City of Rome**, agrees to purchase the real property interest(s) described below required for construction purposes only.

1. **PROPERTY DESCRIPTION.** The Seller agrees to sell, grant, and convey:

A temporary easement over 224 +/- square feet of real property

Located at **195 W. Dominick St, Rome, NY**, further described as:

Being a temporary possessory interest over a portion of the Seller's lands described in a Warranty Deed dated **5/28/1999**, and recorded on **5/28/1999**, in **Book 2871 of Deeds at Page 362**, in the Office of the County Clerk for Oneida, New York and assigned **Tax Map No. 242.049-1-27**, and being the same lands designated as **Parcel 13** on Acquisition **Map 13** attached hereto as Exhibit "A" (the "Property").

GPI is working for the City of Rome to provide professional engineering services related to the Downtown Transportation Alternative Program (TAP) project known as Wheels to Heels along NYS Route 46 (Erie Boulevard) from North George Street to North James Street. The project entails improvements to pedestrian facilities including curb ramps and signals, removal of segments of the access road that parallels the westbound lanes of Erie Boulevard and conversion of these areas into greenspace and a cycle track. Other improvements include replacing existing vegetation in the medians, evaluating existing signage and lighting, and modifying the existing drainage system as necessary, and provide for parking lot enhancements.

A temporary easement to be exercised in, on and over the property delineated above for the purpose of a work area in connection with the construction or reconstruction of the Downtown Transportation Alternative Program (TAP) project and appurtenances for use and exercisable during the construction or reconstruction of the Downtown Transportation Alternative Program (TAP) project and terminating upon the approval of completed work, unless sooner terminated if deemed no longer necessary for state highway purposes and released by the City of Rome.

2. **IMPROVEMENTS INCLUDED IN THE PURCHASE.** The following improvements, if any, now in or on the Property are included in as a part of the sale pursuant to this Agreement:

- a. Existing driveway will be reconstructed with a crossing for both the sidewalk and cycle track. A new catch basin will be installed at the low point in the driveway.

- b. Existing concrete walkway to doorway facing Erie Boulevard will be restored with a new concrete sidewalk.

3. **PURCHASE PRICE.** The total purchase price is THREE HUNDRED DOLLARS AND 00/100 \$300.00.

The Purchase Price includes the Property described in paragraph 1 and the improvements described in paragraph 2.

4. **PAYMENT.** Upon Buyer's receipt and approval of this Agreement signed by the Seller, and after authorization by appropriate administrative and legal entities as may be required by statute, and after Buyer has provided all papers necessary to convey clear title, Buyer shall pay the full Purchase Price.

In the event of any outstanding liens, a release may be required from the lien holder. Any outstanding lien payments shall be authorized by the Seller. At the time of payment, the Buyer shall issue separate checks for any such obligations and the adjusted purchase price paid to the Seller.

5. **CLOSING DATE AND PLACE.** Transfer of title rights shall take place at a mutually acceptable location or by mail, on or about ninety (90) days from the date of the fully executed and approved original of this Agreement.

6. **BUYER'S POSSESSION OF THE PROPERTY.** The possession and term of all temporary easements shall commence within nine months of the execution date of the temporary easement agreement. The term for all temporary easement(s) shall be for **ONE (1) year**. At the option of the Buyer, a temporary easement may be extended for two (2) additional one-year (1) terms. Prior to the expiration of the initial term, or each extended term of the temporary easement, the Buyer shall notify the Seller in writing of its intention to exercise its option of extending the term of the temporary easement for an additional year. The compensation for each additional one-year (1) term shall be **\$300.00**. The Buyer shall include a check for the sum of **\$300.00** with said written notification to the Seller. The temporary easement will terminate upon the approval of the completed work, unless sooner terminated if deemed no longer necessary.

7. **TITLE DOCUMENTS.** Buyer shall provide the following documents in connection with the sale:

- a. Deed. Buyer will prepare and deliver to the Seller for execution at the time of closing all documents required to grant and convey the real property interest(s) and improvements, if applicable described in paragraphs 1 and 2 above
- b. Abstract, Bankruptcy, Tax Searches, and Acquisition Map. Buyer will pay for a search of public records, deeds, court, and tax records and will prepare a title certification letter. Buyer will pay for and furnish to the Seller an Acquisition Map(s).

8. **MARKETABILITY OF TITLE.** If deemed necessary by the Buyer to ensure good, valid and marketable temporary easement title to the property, Buyer may pay for such curative actions necessary to clear title. Curative action is defined as such actions or efforts required to clear title, including but not limited to attending meetings, document

preparation, obtaining releases and recording documents necessary to establish good, valid, and marketable temporary easement title.

The Seller shall be responsible for the cost to satisfy liens and encumbrances ("Encumbrances") identified by the Buyer. If there are any Encumbrances which can be cured by the payment of money, Seller shall cure such Encumbrances. The cost to cure such Encumbrances shall be deducted from the Purchase Price stated in paragraph 3 and paid to the appropriate party by the Buyer at the time of closing.

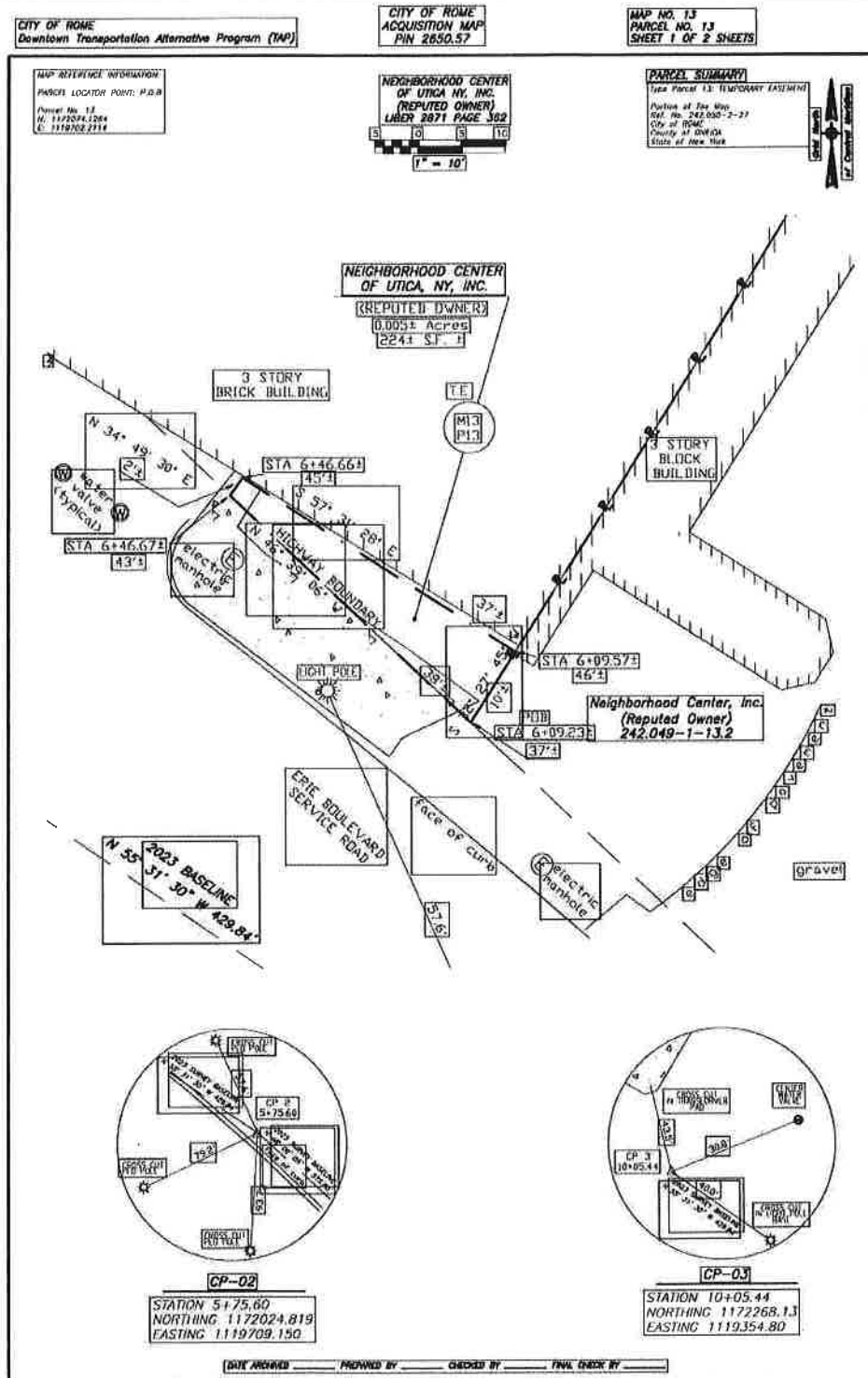
9. **RECORDING COSTS, TRANSFER TAX & CLOSING ADJUSTMENTS.** Buyer will pay all recording fees and the real property transfer tax, if applicable.
10. **INSURANCE.** The Buyer shall require that its contractor performing work on the property(ies) specific to this project maintain standard liability insurance covering personal injuries and property damage at all times during the duration of the project, and shall name buyer and any effected property owners as additional insureds as their interests may appear.
11. **ENTIRE AGREEMENT.** This Agreement when signed by both the Seller and the Buyer contains all the agreements of the parties hereto. There are no promises, agreements, terms, conditions, warranties, representations, or statements other than contained herein. No verbal agreements or promises will be binding. This Agreement may not be changed orally.
12. **NOTICES.** All notices contemplated by this Agreement shall be in writing and delivered by a.) certified or registered mail, return receipt requested, b.) by email or c) by personal delivery. Notices shall be deemed delivered upon receipt. Any notices relating to this Agreement may be given or received by the parties or the attorneys for the parties.
13. **SUCCESSORS AND ASSIGNS.** This Agreement shall inure to the benefit of and be binding upon Seller and Buyer, their respective heirs, personal representatives, successors and/or assigns.

IN WITNESS WHEREOF, on this 27 day of February, 2023, the parties have entered into this Agreement.

Witness: Katharine Jones-Voorhes Signature: Sandra L. Soroka
Print Name: Sandra L. Soroka
Title: Executive Director
Date: 2/27/24

Witness: _____ Signature: _____
Print Name: _____
Title: _____
Date: _____

APPENDIX



A temporary easement to be exercised in, on and over the property delineated above for the purpose of a work area in connection with the construction or reconstruction of the Downtown Transportation Alternative Program (TAP) project and appurtenances for use and exercisable during the construction or reconstruction of the Downtown Transportation Alternative Program (TAP) project and terminating upon the approval of completed work, unless sooner terminated if deemed no longer necessary for state highway purposes and released by the City of Rome. Such easement shall be exercised in and to all that piece or parcel of property designated as Parcel No. 13, situate in the City of Rome, County of Oneida, State of New York, as shown on the accompanying map and further described as follows:

All that piece or parcel of property hereinafter designated as Parcel No. 13 situate in the City of Rome, County of Oneida, State of New York, as shown on the accompanying map and described as follows:

Beginning at point on the division line between the property of Neighborhood Center, Inc. (reputed owner) on the southeast and the northeast boundary of an existing City Street (Erin Boulevard Service Road), at a point 37± feet northeasterly measured at right angles from station 6+09.23± of the herein described baseline for the construction of City of Rome Downtown Transportation Alternative Program (TAP) project; Thence North 46° 39' 06" West along the said highway boundary 38± feet to a point in the division line between the remaining property of Neighborhood Center of Ulica, NY, Inc. (reputed owner) on the northwest at a point 43± feet distant northeasterly measured at right angles from station 5+46.67± of the said baseline; Thence through the property of the said Neighborhood Center of Ulica, NY, Inc. (reputed owner) the following two (2) courses and distances: (1) North 34° 49' 30" East a distance of 2± feet to a point along said division line said point being 45± feet distant northeasterly measured at right angles from station 6+46.66± of the said baseline; (2) South 57° 31' 28" East a distance of 37± feet to a point along said division line to a point on the division line between the property of the said Neighborhood Center, Inc. (reputed owner) on the southeast and the property of the said Neighborhood Center of Ulica, NY, Inc. (reputed owner) on the northwest, said point being 46± feet distant northeasterly measured at right angles from station 6+09.57± of the said baseline; Thence South 32° 27' 45" West a distance of 10± to the point of beginning being 224± square feet.

The above mentioned Baseline is a portion of the 2023 baseline for the construction of City of Rome Downtown Transportation Alternative Program (TAP) project, and described as follows:

Beginning at Station 5+75.60 Thence North 55° 31' 30" West to Station 10+05.44
Bearings are based on Grid North at Central Meridian.

I hereby certify that the property mapped above is necessary for this project, and the acquisition thereof is recommended.

Date: 20

Jacqueline M. Izzo
Mayor of Rome
City of Rome, New York

NEIGHBORHOOD CENTER, INC.
(REPUTED OWNER)

Total Area = 224± S.F.

"Unauthorized alteration of a survey map bearing a licensed land surveyor's seal is a violation of the New York State Education Law."

I hereby certify that this map was prepared in accordance with current NYSOT policies, standards and procedures.
Date July 27, 2023

Susan M. Anacker
Susan M. Anacker, Professional Land Surveyor, PLLC
P.L.S. License No. 50321

DATE ARCHIVED: _____ REVIEWED BY: _____ CHECKED BY: _____ FINAL CHECK BY: _____

RESOLUTION NO. 68

**AUTHORIZING THE ACQUISITION OF A TEMPORARY EASEMENT FOR
THE ERIE BOULEVARD DOWNTOWN TRANSPORTATION ALTERNATIVE
PROGRAM PROJECT (\$1,300.00).**

By _____:

WHEREAS, Matthew Andrews, the Deputy Director of the Department of Community and Economic Development for the City of Rome, New York, has requested authorization for acquisition of a temporary easement at West Dominick Street for the Erie Boulevard Downtown Transportation Alternative Program Project, in an amount not to exceed \$1,300.00; and

BE IT RESOLVED, that the Mayor of the City of Rome be and is hereby authorized to enter into an Agreement approved by the Corporation Counsel, for purposes of acquisition of a temporary easement at West Dominick Street for the Erie Boulevard Downtown Transportation Alternative Program Project, in an amount not to exceed \$1,300.00, pursuant to the attached documents.

Seconded by _____.

AYES & NAYS: Mayor Lanigan _____ Nash _____ Feeney _____
Guiliano _____ Adams _____

ADOPTED _____ DEFEATED _____

AGREEMENT TO PURCHASE REAL PROPERTY

Project: **Erie Boulevard Downtown TAP / Wheels to Heels Streetscape Improvements**

PIN: **2650.57.121**

Map 12

Parcel 12

By this Agreement **Neighborhood Center, Inc.** (hereinafter "Seller"), agrees to sell and **City of Rome**, (hereinafter "Buyer") agrees to purchase the real property interest(s) described below required for public right of way purposes only.

1. **PROPERTY DESCRIPTION.** The Seller agrees to sell, grant, and convey:
 - A temporary easement over **1359 +/-** square feet of real property

Located at **W. Dominick St., Rome, NY**, further described as:

Being a portion of the Seller's lands described in a Warranty Deed dated **9/17/2008**, and recorded on **10/10/2008**, in **Book 2008 of Deeds at Page 17409**, **Instrument No. 2008-017409** in the Office of the County Clerk for Onondaga County, New York and assigned **Tax Map No. 242.050-2-13.2**, and being the same lands designated as **Parcel 12** on Acquisition **Map 12** attached hereto as Exhibit "A" (the "Property").

GPI is working for the City of Rome to provide professional engineering services related to the Downtown Transportation Alternative Program (TAP) project known as Wheels to Heels along NYS Route 46 (Erie Boulevard) from North George Street to North James Street. The project entails improvements to pedestrian facilities including curb ramps and signals, removal of segments of the access road that parallels the westbound lanes of Erie Boulevard and conversion of these areas into greenspace and a cycle track. Other improvements include replacing existing vegetation in the medians, evaluating existing signage and lighting, and modifying the existing drainage system as necessary, and provide for parking lot enhancements.

A temporary easement to be exercised in, on and over the property delineated above for the purpose of a work area in connection with the construction or reconstruction of the Downtown Transportation Alternative Program (TAP) project and appurtenances for use and exercisable during the construction or reconstruction of the Downtown Transportation Alternative Program (TAP) project and terminating upon the approval of completed work, unless sooner terminated if deemed no longer necessary for state highway purposes and released by the City of Rome.

2. **IMPROVEMENTS INCLUDED IN THE PURCHASE.** The following improvements, if any, now in or on the Property are included in as a part of the sale pursuant to this Agreement:
 - a. Asphalt on the southeastern corner of the building will be striped for a loading zone to accommodate deliveries and waste pick-up vehicles to access the property. (This area is already being re-paved by the Copper City Lofts project.)
 - b. Entrance driveway profile will be adjusted, and a new catch basin installed at the low point in the driveway. (This area is already being re-paved by the Copper City Lofts project.)

3. **PURCHASE PRICE.** The total purchase price is ONE THOUSAND THREE HUNDRED DOLLARS AND 00/100 \$1,300.00.

The Purchase Price includes the Property described in paragraph 1 and the improvements described in paragraph 2.

4. **PAYMENT.** Upon Buyer's receipt and approval of this Agreement signed by the Seller, and after authorization by appropriate administrative and legal entities as may be required by statute, and after Buyer has provided all papers necessary to convey clear title, Buyer shall pay the full Purchase Price.

In the event of any outstanding liens, a release may be required from the lien holder. Any outstanding lien payments shall be authorized by the Seller. At the time of payment, the Buyer shall issue separate checks for any such obligations and the adjusted purchase price paid to the Seller.

5. **CLOSING DATE AND PLACE.** Transfer of title rights shall take place at a mutually acceptable location or by mail, on or about ninety (90) days from the date of the fully executed and approved original of this Agreement.

6. **BUYER'S POSSESSION OF THE PROPERTY.** For fee simple and permanent easement acquisitions, the Buyer shall have possession of the property rights, on the day payment is received by the Seller. Any closing documents received by the Buyer prior to payment pursuant to paragraph 4 above, shall be held in escrow until such payment has been received by the Seller or the Seller's agent.

The possession and term of all temporary easements shall commence within nine months of the execution date of the temporary easement agreement. The term for all temporary easement(s) shall be for **ONE (1) year**. At the option of the Buyer, a temporary easement may be extended for two (2) additional one-year terms. Prior to the expiration of the initial term, or each extended term of the temporary easement, the Buyer shall notify the Seller in writing of its intention to exercise its option of extending the term of the temporary easement for an additional year. The compensation for each additional one-year (1) term shall be **\$1,300.00**. The Buyer shall include a check for the sum of **\$1,300.00** with said written notification to the Seller. The temporary easement will terminate upon the approval of the completed work, unless sooner terminated if deemed no longer necessary.

7. **TITLE DOCUMENTS.** Buyer shall provide the following documents in connection with the sale:
- a. **Deed.** Buyer will prepare and deliver to the Seller for execution at the time of closing all documents required to grant and convey the real property interest(s) and improvements described in paragraphs 1 and 2 above.
 - b. **Abstract, Bankruptcy, Tax Searches, and Acquisition Map.** Buyer will pay for a search of public records, deeds, court, and tax records and will prepare a title certification letter. Buyer will pay for and furnish to the Seller an Acquisition Map(s).
8. **MARKETABILITY OF TITLE.** If deemed necessary by the Buyer to ensure good, valid and marketable fee simple and/or permanent easement title to the Property, Buyer shall pay for such curative actions necessary to clear title. Curative action is defined as such actions or efforts required to clear title, including but not limited to attending meetings, document preparation,

obtaining releases and recording documents necessary to establish good, valid, and marketable fee simple and/or permanent easement title.

The Seller shall be responsible for the cost to satisfy liens and encumbrances ("Encumbrances") identified by the Buyer. If there are any encumbrance's which can be cured by the payment of money, Seller shall cure such Encumbrances. The cost to cure such Encumbrances shall be deducted from the Purchase Price stated in paragraph 3 and paid to the appropriate party by the Buyer at the time of closing.

9. **RECORDING COSTS, TRANSFER TAX & CLOSING ADJUSTMENTS.** Buyer will pay all recording fees and the real property transfer tax, if applicable. The following, as applicable and as deemed appropriate by the Buyer, will be prorated and adjusted between Seller and Buyer as of the date of closing: current taxes computed on a fiscal year basis, excluding delinquent items, interest and penalties; rent payments; current common charges or assessments.
10. **INSURANCE.** The Buyer shall require that its contractor performing work on the Property shall, at all times during the duration of the project, be required to have standard liability insurance covering personal injuries and property damage caused by the contractor while working on the property.
11. **ENTIRE AGREEMENT.** This Agreement when signed by both the Seller and the Buyer contains all the agreements of the parties hereto. There are no promises, agreements, terms, conditions, warranties, representations, or statements other than contained herein. No verbal agreements or promises will be binding. This Agreement may not be changed orally.
12. **NOTICES.** All notices contemplated by this Agreement shall be in writing and delivered by a.) certified or registered mail, return receipt requested, b.) by email or c) by personal delivery. Notices shall be deemed delivered upon receipt. Any notices relating to this Agreement may be given or received by the parties or the attorneys for the parties.
13. **SUCCESSORS AND ASSIGNS.** This Agreement shall inure to the benefit of and be binding upon Seller and Buyer, their respective heirs, personal representatives, successors and/or assigns.

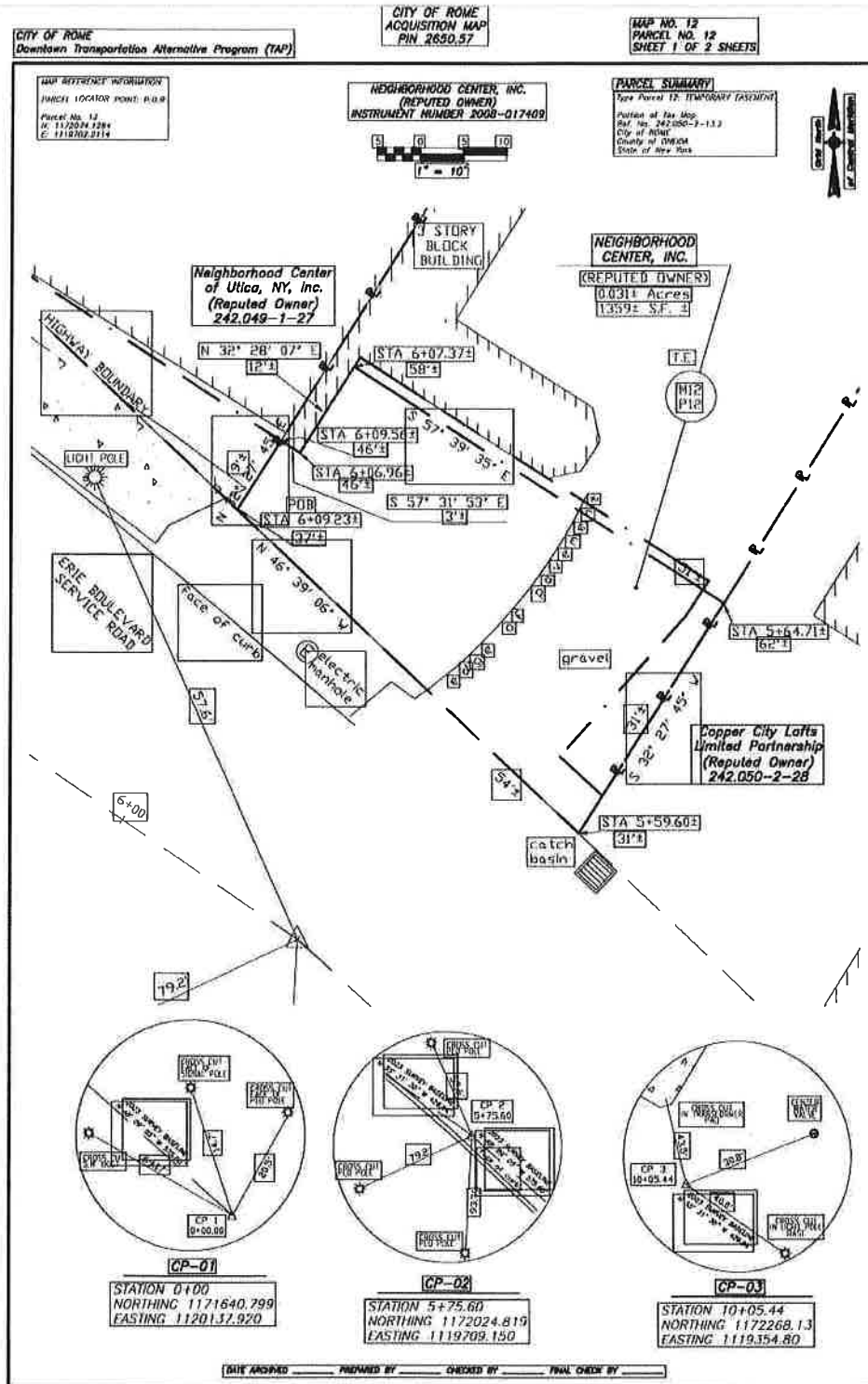
IN WITNESS WHEREOF, on this 27 day of February, 2024, the parties have entered into this Agreement.

Witness: Katherine Jones-Voorhees Signature: Sandra R Soroka
Print Name: Sandra L. Soroka
Title: Executive Director
Date: 2/27/24

Witness: _____ Signature: _____
Print Name: _____
Title: _____
Date: _____

Witness: _____ Signature: _____
Print Name: _____
Title: _____
Sponsor: _____
Date: _____

APPENDIX



A temporary easement to be exercised in, on and over the property delineated above for the purpose of a work area in connection with the construction or reconstruction of the Downtown Transportation Alternative Program (TAP) project and appurtenances for use and exercisable during the construction or reconstruction of the Downtown Transportation Alternative Program (TAP) project and terminating upon the approval of completed work, unless sooner terminated if deemed no longer necessary for state highway purposes and released by the City of Rome. Such easement shall be exercised in and to all that piece or parcel of property designated as Parcel No. 12, situate in the City of Rome, County of Oneida, State of New York, as shown on the accompanying map and further described as follows:

All that piece or parcel of property hereinafter designated as Parcel No. 12 situate in the City of Rome, County of Oneida, State of New York, as shown on the accompanying map and described as follows:

Beginning at point on the division line between the property of Neighborhood Center of Utica, NY, Inc. (reputed owner) on the northwest and the property of Neighborhood Center, Inc. (reputed owner) on the southeast at a point 37± feet distant northeasterly measured at right angles from station 6+09.23± of the herein described baseline for the construction of City of Rome Downtown Transportation Alternative Program (TAP) project; thence along said division line North 32° 27' 45" East a distance of 9 ± feet to a point along said division line said point being 46± feet distant northeasterly measured at right angles from station 6+09.561 of the said baseline; thence through the property of the said Neighborhood Center, Inc. (reputed owner) the following three (3) courses and distances: (1) South 57° 31' 53" East a distance of 1± feet to a point along said division line said point being 46± feet distant northeasterly measured at right angles from station 6+06.96± of the said baseline; (2) North 32° 28' 07" East a distance of 12± feet to a point along said division line said point being 58± feet distant northeasterly measured at right angles from station 6+07.37± of the said baseline; (3) South 57° 39' 35" East a distance of 51± feet to a point along said division line said point being on the division line between the property of Copper City Lofts Limited Partnership (reputed owner) on the southeast and the property of Neighborhood Center, Inc. (reputed owner) on the northwest said point being 62± feet distant northeasterly measured at right angles from station 5+64.71± of the said baseline; thence South 32° 27' 45" West a distance of 31± feet to a point along said division line said point being on the northeast boundary of an existing City Street (Erie Boulevard Service Road), at a point 31± feet northeasterly measured at right angles from station 5+59.60± of the said baseline; thence North 46° 39' 06" West along the said highway boundary 54± feet to the point of beginning being 1,359± square feet.

The above mentioned Baseline is a portion of the 2023 baseline for the construction of City of Rome Downtown Transportation Alternative Program (TAP) project, and described as follows:

Beginning at Station 0+00.00 Thence North 48° 09' 05" West to Station 5+75.60 Thence North 55° 31' 30" West to Station 10+05.44
Bearings are based on Grid North at Central Meridian.

I hereby certify that the property mapped above is necessary for this project, and the acquisition thereof is recommended.

Date: 20

Jacqueline M. Izzo
Mayor of Rome
City of Rome, New York

Total Area = 1,359± S.F.

Unauthorized alteration of a survey map bearing a licensed land surveyor's seal is a violation of the New York State Education Law.

I hereby certify that this map was prepared in accordance with current NYSOT policies, standards and procedures.
Date July 27, 2023

Susan M. Anocher
Susan M. Anocher, Professional Land Surveyor, PLLC
P.L.S. License No. 50321

NEIGHBORHOOD CENTER, INC.
(REPUTED OWNER)

DATE ACQUIRED PREPARED BY CHECKED BY FINAL CHECK BY