

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

**OCTOBER 24, 2024
3:00 P.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. 225 AUTHORIZING THE ACQUISITION OF A PERMANENT EASEMENT WITH SAM'Z EATS & SWEETS, LLC, FOR THE PHASE 3 NORTHWEST WATER PROJECT (\$2,000.00). **Guiliano**

RES. NO. 226 AUTHORIZING THE MAYOR OF THE CITY OF ROME TO EXECUTE AN AGREEMENT WITH THE OFFICE OF THE NEW YORK STATE COMPTROLLER. **Guiliano**

RES. NO. 227 AUTHORIZING THE MAYOR TO AMEND THE LEASE AGREEMENT WITH SBT TOWER HOLDINGS, LLC. **Adams, Mayor Lanigan**

RES. NO. 228 AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AMERICAN FIREWORKS MFG. CO., INC. FOR FIREWORKS TO BE DISPLAYED AT THE HOLIDAY CHRISTMAS TREE LIGHTING EVENT ON DECEMBER 2, 2024 (\$3,000.00). **Hickey**

RES. NO. 229 AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH FINQUERY, LLC (\$8,204.00). **Adams**

RES. NO. 230 AUTHORIZING CHANGE ORDER NO. 1 TO CONTRACT WITH BARTON & LOGUIDICE D.P.C., PURSUANT TO ORIGINAL BOARD OF ESTIMATE AND CONTRACT RESOLUTION NO. 182 ADOPTED JULY 25, 2024 (\$20,350.00). **Andrews**

RES. NO. 231 AUTHORIZING THE MAYOR OF THE CITY OF ROME TO EXECUTE AGREEMENTS FOR USE OF AMERICAN RESCUE PLAN ACT (ARPA) STATE AND LOCAL FISCAL RECOVERY FUNDS (SLFRF). **Mayor Lanigan**

RES. NO. 232 AUTHORIZING CHANGE ORDER NO. 1 TO CONTRACT WITH MID-STATE ELECTRICAL CONTRACTING, PURSUANT TO ORIGINAL BOARD OF ESTIMATE AND CONTRACT RESOLUTION NO. 156 ADOPTED JULY 27, 2023 (\$71,450.57). **Andrews**

RES. NO. 233 AUTHORIZING CHANGE ORDER NO. 3 TO CONTRACT WITH MURNANE BUILDING CONTRACTORS, INC., PURSUANT TO BOARD OF ESTIMATE AND CONTRACT RESOLUTION NO. 136 ADOPTED JUNE 15, 2023 (\$122,657.00). **Andrews**

7. TABLED LEGISLATION

8. ADJOURNMENT

RESOLUTION NO. 225

AUTHORIZING THE ACQUISITION OF A PERMANENT EASEMENT WITH SAM'Z EATS & SWEETS, LLC, FOR THE PHASE 3 NORTHWEST WATER PROJECT (\$2,000.00).

By _____:

WHEREAS, Joseph Guiliano, Commissioner of the Department of Public Works for the City of Rome, New York, has requested authorization for acquisition of a permanent easement with Sam'z Eats & Sweets, LLC, (tax map parcel No. 205.011-1-8.2) for the Phase 3 Northwest Water Project, for an amount not to exceed \$2,000.00; and

BE IT RESOLVED, that the Mayor of the City of Rome be and is hereby authorized to acquire a permanent easement with Sam'z Eats & Sweets, LLC, (tax map parcel No. 205.011-1-8.2) for the Phase 3 Northwest Water Project, for an amount not to exceed \$2,000.00.

Seconded by _____.

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

ADOPTED _____ DEFEATED _____

EASEMENT AND RIGHT OF WAY

THIS INDENTURE, made the ^{en} 13th day of ^{August} ~~July~~ in the year Two Thousand and Twenty Four.

BETWEEN:

SAM'Z EATS & SWEETS LLC, New York limited liability company with an of
PO Box 436, West Leyden, New York 13489,

party of the first part.

THE CITY OF ROME, NEW YORK, a municipal corporation within the County of Oneida and State of
New York, with a principal place of business at 198 N. Washington Street, City Hall, Rome, New York 13440.

party of the second part.

WITNESSETH:

THAT the party of the first part, in consideration of the sum of Two Thousand Dollars (\$2,000.00) ~~One Dollar (\$1.00)~~ lawful money of the United States, and other good and valuable consideration, to them in hand paid by the party of the second part, the receipt of which is hereby acknowledged, **DOES HEREBY GRANT, BARGAIN, SELL, CONVEY, TRANSFER, DELIVER AND RELEASE** to the said party of the second part, a permanent easement and right-of-way of record in, under and along the premises described as Tax Map Parcel No. 205.011-1-8.2 as shown on Exhibit A (Map) and Exhibit B (Description) attached hereto, for the purpose of constructing, maintaining, using, operating, repairing and replacing a 12-inch diameter water main and appurtenances, water service, restoration and installing erosion control improvements; to make the required excavations therefor upon, over or across said land; together with right of the party of the second part, its officers, employees, agents, servants or contractors, of ingress and egress to enter upon and along the said referenced parcel of land for the full and complete use of the permanent easement hereby granted, and all rights and privileges incident thereto, including, but not limited to, any of the purposes hereinbefore specified.

To have and to hold the said easement and right-of-way unto the City and its successors and assigns forever.

The party of the second part covenants that it will only enter upon the subject property when reasonably necessary for the purposes set forth herein. The party of the second part further covenants that, in the event it needs to access the property in order to do work on the water main and/or related equipment, the party of the second part will at all times use its best efforts to restore said property to the state it was in before the party of the second part entered on to it. In connection with the performance of the installation of the water line by the party of the second part, the party of the second part, at the applicable times, will utilize reasonable efforts to provide for continuous access to the party of the first part's property and minimize unreasonable interference with such access, including the placement of field plates over excavated areas that are to be backfilled. In addition, the party of the second part will not excavate the entirety of the easement area along NYS Highway 26 Turin Road to create one continuous open trench that will eliminate or adversely affect the parking spaces within the area of the easement. As a method of water line installation, the party of the second part shall endeavor to cause the contractor to excavate no more than three pipe lengths at any time and then promptly backfill and compact the excavated area after the applicable section of water pipe has been installed. The party of the first party acknowledges that there may be some interference with access from time to time, but that the party of the second part shall endeavor to cause the contractor to minimize any interference. The party of the first part hereby releases the City from any claims for trespass or damages associated with the exercise of its rights hereunder, provided that the City acts in accordance with the terms of this agreement.

IN WITNESS WHEREOF, the party of the first part has hereunto set their hand and seal to be affixed hereto on the date and year first above written.

Sam'z Eats & Sweets LLC

Dawn M. Zagurski
Dawn Zagurski, Member of Sam'z Eats & Sweets LLC

STATE OF NEW YORK)

ss.:

COUNTY OF ONEIDA)

On ~~June~~ AUG 13, 2024, before me, the undersigned, personally appeared DAWN ZAGURSKI, MEMBER OF SAM'Z EATS & SWEETS LLC, 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 they executed the same in their capacity, and that by their signature on the instrument, the individual, or the person or entity upon behalf of whom the individual acted, executed the instrument.

Laura E. Burke
Notary Public

Record & return to:

Gerald Feeney, Esq.
Corporate Counsel
City of Rome
City Hall
178 N. Washington Street
Rome, New York 13440

LAURA E. BURKE
Notary Public in the State of New York
Qualified in Oneida County O1BU6157929
My Commission Expires Dec. 11, 20 26

RESOLUTION NO. 226

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO EXECUTE
AN AGREEMENT WITH THE OFFICE OF THE NEW YORK STATE
COMPTROLLER.**

By _____:

WHEREAS, the New York State Department of Environmental Conservation (hereinafter “DEC”) has identified properties within the City of Rome (hereinafter “City”) that are contaminated and in need of remediation, said property/properties being more specifically identified in the attached agreement which by this reference is incorporated herein and made part hereof; and

WHEREAS, the City is owed unpaid taxes on said properties, but taking ownership by foreclosure potentially exposes the City to liability for contamination cleanup costs; and

WHEREAS, the New York Environmental Protection and Spill Compensation Fund (hereinafter “the Fund”) plans to incur clean-up and removal costs by remediating the properties under the direction of the DEC; and

WHEREAS, the Fund is desirous of being reimbursed for a portion of said clean-up and removal costs out of the proceeds of any future tax sale by the City of Rome; and

WHEREAS, to that end, the State of New York will release the City from any potential liability it might otherwise be subject to for taking ownership of the properties; now, therefore

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, that the Mayor of the City is hereby authorized to enter into an agreement with the Fund (Office of the New York State Comptroller) relative to environmental remediation and distribution of potential sale proceeds at 819 W. Dominick Street, in the City of Rome, State of New York (hereinafter “Sites”).

Seconded by _____.

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

ADOPTED _____ DEFEATED _____

In the Matter of the Investigation and
Remediation of Real Property Pursuant to
Article 12 of the Navigation Law, by the:

**AGREEMENT FOR
DISTRIBUTION OF
PROCEEDS FROM TAX
FORECLOSURE SALE**

CITY OF ROME

WHEREAS:

1. The New York Environmental Protection and Spill Compensation Fund (the "Fund") was created by Navigation Law § 179. The Administrator of the Fund is authorized to settle claims on behalf of the Fund. (Navigation Law §180).
2. The City of Rome ("City") is a city, as defined in General Municipal Law § 502, with its principal place of business located at 198 North Washington Street, Rome, New York.
3. Pursuant to Navigation Law Article 12, the Fund has expended cleanup and removal costs at the following property ("Site") located in the City of Rome:
 - A. "Former Highway Oil Site"
 - Owner: GK Management LLC
 - Address: 819, 821 & 823 West Dominick Street, Rome, New York
 - Tax Map #: 242.006-0005-001, 242.006-0005-001.001 & 242.006-0005-001.002
 - DEC Spill No.: 06-06496
 - Fund cleanup and removal costs as of March 7, 2023: \$121,046.96
4. Navigation Law § 173 prohibits the discharge of petroleum, and Navigation Law § 181 provides that any person who discharges petroleum shall be strictly liable, without regard to fault, for all cleanup and removal costs.
5. The Site is known to have been and continues to be contaminated with petroleum as a result of discharges of petroleum in violation of Navigation Law Article 12 and the New York State Department of Environmental Conservation ("NYSDEC") has identified past discharge at the Site

6. The Fund plans to incur clean-up and removal costs by conducting any necessary cleanup under NYSDEC direction of the petroleum contamination at and migrating from the Site.

7. The City is owed real property taxes, together with penalties and accrued interest with respect to the Property.

8. To date, the Fund has no knowledge of any facts which indicates that the City is a responsible party under the strict liability provisions of Navigation Law Article 12 with respect to the Site.

9. The City desires to complete an In Rem Tax Foreclosure proceeding ("Foreclosure Proceeding") pursuant to Article XIV, Section 293.1 of the City Charter with respect to the Site.

7. The City is desirous of completing the Foreclosure Proceeding in order to demolish the existing structure on the Site, sell the Property and return the Site to the active tax rolls and obtain payment of some or all of the amounts owed for back taxes, fees, interest and penalties, but is concerned that should it take title to the Property, the City and any successor in interest may be deemed a responsible party under the strict liability provisions of Navigation Law Article 12. The Fund and the City, therefore, agree that this Agreement is warranted in order to achieve the following goals:

- a. Release of the City and its eligible successors and assigns, as set forth in Section II of this Agreement, from any and all liability for costs incurred or to be incurred by the Fund relating to the Site;
- b. Facilitate any necessary cleanup by the NYSDEC of the petroleum contamination at and, as necessary, migrating from the Site;
- c. Distribution of public sale proceeds obtained pursuant to the Foreclosure Proceeding

conducted pursuant to the City Charter to partially offset the cleanup and removal costs expended by the Fund at the Site; and

- d. Enhance efforts to remove blight in the City by cleaning up the Site and returning it to the tax rolls for future productive use.

NOW THEREFORE, the Fund and the City agree as follows:

I. Remediation:

- A. The City agrees to pay for and undertake the demolition and removal of the structure on the Site, including any necessary asbestos abatement;
- B. The City will provide NYSDEC access to the site to conduct any cleanup by means of a temporary incidents of ownership order as part of the foreclosure proceeding or direct access after the City has completed foreclosure and taken title to the site;
- C. The Fund will facilitate any cleanup conducted by the NYSDEC in its complete discretion using Fund monies; and
- D. The Fund will provide liability protection during the cleanup to the City and its successors in interest as further specified in this Agreement. Such liability protection shall remain in effect contingent upon the City completing its obligations under Section II of this Agreement.

II. Foreclosure Proceeding

A. *Tax Foreclosure*:

- a. To the extent allowed under Law and provided the City does not determine it should withdraw the Site from the foreclosure proceeding, the City will complete an arm's length Foreclosure Proceeding pursuant to the City Charter with respect to the Site. If the City does not complete the foreclosure proceeding and take title to the Site, this

Agreement shall terminate and there shall be no further obligation or liability to either party by reason of this Agreement with respect to the Site.

- b. The City will, if title to the Site is acquired, solicit and review proposals from third parties, through the City's Real Property Committee, interested in purchasing the Site. Once the Real Property Committee has received and reviewed proposals to purchase said Site, it shall make a recommendation as to which proposal is in the City's best interests to the Common Council and Board of Estimate and Contract.
- c. The City shall require the purchaser of the Site to, prior to the time of transfer of title to the purchaser, execute a sworn affidavit attesting to the fact that said purchaser has no relationship, whether a business, contractual, familial or agency, with any of the parties deemed responsible according to applicable principles of statutory or common law for the discharge of petroleum on or at the Site.

B. *Payment to Fund:* In consideration of this Agreement, the City shall pay to the Fund, with respect to the site, a non-refundable payment of fifty percent (50%) of the public sale price, at the time of the public sale for this site, after taking title to it in the Foreclosure Proceeding. Said payments will be made by the City within sixty (60) days following the sale of this site at the City's public sale. Such payment shall be made payable to "Comptroller, State of New York" and the check memo line shall reference "Oil Spill Fund." Said payment shall be delivered to the Fund in accordance with Section IV of this Agreement.

C. *Legislative Approvals:* The City will obtain any necessary legislative resolutions or other legal prerequisites to effectuate this Agreement.

III. Release of Liability

A. Upon completion of the Foreclosure Proceeding and after compliance by the City

with Sections I and II of this Agreement, the Fund hereby, acquits, and forever discharges the City, its officers, employees, or agents from any legal or equitable rights, claims, actions, proceedings, suits, causes of action, liabilities or demands which the State asserted or could have asserted against the City, for the cleanup and removal costs incurred by the State through the date of this Agreement, including interest thereon and applicable penalties, which specifically relate to the discharges of petroleum product at or on the Site.

- B. The releases set forth in this Section III of this Agreement shall extend to the City's eligible successors and assigns, provided, however, that it shall not extend, nor can it be transferred to any successors or assigns of the City who are persons deemed responsible according to applicable principles of statutory or common law or to a person with interest by either a business, contractual, familial or agency, relationship for the discharge of petroleum at or on the Site.
- C. The Fund makes no agreements, promises, covenants, representations, or warranties regarding the past, present or future condition of the Site, including but not limited to any contamination, or other effects, resulting either directly or indirectly from the discharges at the Site, other than as set forth in this Agreement.
- D. By this Agreement, the Fund releases the City and any eligible successors and assigns from any and all claims, losses, costs and expenses and liabilities, direct or indirect, that can be made by the State now or in the future under Article 12 of the Navigation Law or under any other State law, rule or regulation for clean-up costs associated with, arising out of, and/or relating to the condition of the site for any and all

discharges occurring or existing prior to the date City became the owner of the Property by reason of the foreclosure action.

- E. The City shall not have any responsibility or obligation to conduct any remedial activities at or off of the Site including the installation, testing and maintenance of any monitoring wells placed on the Property or on adjacent properties.

IV. Reservation of Rights

- A. Except as provided in Section III of this Agreement, nothing contained in this Agreement shall be construed as barring, diminishing, adjudicating, or in any way affecting the rights of the Fund with respect to any party other than the City and their eligible successors and assigns with respect to the petroleum discharges at or migrating from the Site.
- B. Except as provided in Section III of this Agreement, the Fund explicitly reserves all rights with respect to any person, including the City and their successors or assigns, who is responsible according to applicable principles of statutory or common law for any discharge of petroleum at or on the Property.

V. Miscellaneous

- A. By entering into this Agreement, the City certifies that, to the best of its knowledge and belief, it has not caused or contributed to a discharge of petroleum at the Site.
- B. If the Fund determines that the information provided by the City is not materially accurate or complete, this Agreement may be declared null and void and all rights that the Fund may have against the City shall thereby be reinstated.
- C. The City, for itself and its employees, agents, lessees, successors and assigns,

affirmatively waive any right to make a claim against the Fund pursuant to Navigation Law Article 12 with respect to any petroleum discharges at the Site and release the State of New York from any and all present or future claims, with respect to discharges at the Site.

- D. The provisions of this Agreement do not constitute and shall not be deemed a waiver of any right the City otherwise may have to seek and obtain contribution and/or indemnification from other potentially responsible parties or their insurers, or the City's insurers, for payments made previously or in the future for cleanup and removal costs.
- E. If any party to this Agreement desires that any provision of the Agreement be changed, that party shall make timely written application to all other parties to the Agreement, which application shall set forth the grounds for the relief sought.
- F. No term, condition, understanding or agreement purporting to modify or vary any term of this Agreement shall be binding unless made in writing and subscribed by all parties to the Agreement. No informal advice, guidance, suggestion or comment by the Fund regarding any report, proposal, plan, specification, schedule or the like shall be construed as relieving the City of its obligation to comply with any formal terms of this Agreement.
- G. The effective date of this Agreement shall be the date that the signature of the duly designated representative of the last of the parties hereto is affixed.

VI. Communications

- A. All written communications required by this Agreement shall be transmitted by

United States Postal Service, by private courier service, or hand delivered to the following and may, in addition, be made by electronic means:

To the Fund:

Patrick J. Holloway, Manager
New York Environmental Protection and
Spill Compensation Fund
Office of the State Comptroller
110 State Street
Albany, New York 12236

To the City:

Gerard F. Feeney, Corporation Counsel
Office of the Corporation Counsel
City of Rome
198 N. Washington Street
Rome, New York 13440
Email: gfeeney@romecitygov.com

Dated: _____
Albany, New York

NEW YORK ENVIRONMENTAL
PROTECTION AND SPILL
COMPENSATION FUND
Office of the New York State Comptroller
110 State Street, 10th Floor
Albany, New York 12236

By: _____
Deborah J. Hilson
Director

CONSENT BY CITY

The City of Rome hereby consents to the entering of this Agreement and agrees to be bound by the terms and conditions of this Agreement.

Dated: _____
Rome, New York

CITY OF ROME, NEW YORK
Rome City Hall
Attn: Office of the Corporation Counsel
198 North Washington Street
Rome, New York 13440

By: _____
Mayor, City of Rome

STATE OF NEW YORK)
) ss.
CITY OF ROME)

On this ____ day of _____ before me the undersigned, a Notary Public in and for said State, personally appeared Jeffrey Lannigan, Mayor of the City of Rome, 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 or entity upon behalf of which the individual acted, executed this instrument.

NOTARY PUBLIC

RESOLUTION NO. 227

AUTHORIZING THE MAYOR TO AMEND THE LEASE AGREEMENT WITH SBT TOWER HOLDINGS, LLC.

By _____:

WHEREAS, the City of Rome (“City”) and SBT Tower Holdings, LLC (“SBT”) entered into a Lease Agreement dated February 8, 1993 for the lease of a portion of a parcel (Tax Map No. 171-001-0001-005-001-000) of land to be used by SBT for public access and utilities; and

WHEREAS, said Lease Agreement has been mutually beneficial to both parties, and as such, the City and SBT desire to amend the terms of said Lease Agreement to extend the term thereof and to otherwise modify the Lease Agreement; and

WHEREAS, Brian Adams, City Treasurer for the City of Rome, has recommended that the City of Rome amend the Lease Agreement with SBT, whereby the City of Rome shall continue to lease a portion of a parcel (Tax Map No. 171-001-0001-005-001-000) for a ten-year lease term effective February 7, 2018, together with up to three additional five-year renewal terms, followed by up to five additional five-year renewal terms, upon mutual written consent of the parties; and

WHEREAS, the City shall receive a one-time signing bonus of \$20,000.00 and the rental payment shall be reduced to \$2,500.00 per month, followed by a 2% annual rent escalation; and

WHEREAS, the terms of said amendments are more specifically set forth in the attached “Second Amendment to Lease Agreement”; 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 authorized to amend the Lease Agreement with SBT, whereby the City of Rome shall continue to lease a portion of a parcel (Tax Map No. 171-001-0001-005-001-000), for a ten-year lease term effective February 7, 2018, together with up to three additional five-year terms, followed by up to five additional five-year renewal terms, upon mutual written consent of the parties, and whereby the City shall receive a one-time signing bonus of \$20,000.00 and the rent shall be reduced to \$2,500.00 per month, followed by a 2% annual rent escalation, these terms of said amendments are more specifically set forth in the attached “Second Amendment to Lease Agreement” and made part of this Resolution.

Seconded by _____.

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

ADOPTED _____ DEFEATED _____

SECOND AMENDMENT TO LEASE AGREEMENT

This Second Amendment to Lease Agreement (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **City of Rome**, a New York municipal entity ("**Landlord**") and **SBC Tower Holdings LLC**, a Delaware limited liability company ("**Tenant**") (Landlord and Tenant being collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Lease Agreement dated February 8, 1993 (the "**Original Lease**"), as amended by that certain First Amendment to Lease Agreement dated December 22, 2017 (the "**First Amendment**") (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises are also described on **Exhibit A**; and

WHEREAS, Tenant entered into that certain Sublease Agreement dated December 14, 2000 with Southern Towers, Inc., predecessor-in-interest to American Tower Asset Sub II, LLC ("**American Tower**"), whereby American Tower subleases the Leased Premises from Tenant; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1. One-Time Payment.** Tenant shall pay to Landlord a one-time payment in the amount of **Twenty Thousand and 00/100 Dollars (\$20,000.00)**, payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant's receipt of this Amendment executed by Landlord, on or before October 28, 2024; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete, including verification of Landlord's ownership; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord.
- 2. Lease Term Extended.** Notwithstanding anything to the contrary contained in the Lease or this Amendment, the Parties agree the Lease originally commenced on February 8, 1993 and, without giving effect to the terms of this Amendment but assuming the exercise by Tenant of all remaining renewal options contained in the Lease (each an "**Existing Renewal Term**" and, collectively, the "**Existing Renewal Terms**"), the Lease is otherwise scheduled to expire on February 7, 2043. In addition to any Existing Renewal Term(s), the Lease is hereby amended to provide Tenant with the option to extend the Lease for each of five (5) additional five (5) year renewal terms (each a "**New Renewal Term**" and, collectively, the "**New Renewal Terms**"). Notwithstanding anything to the contrary contained in the Lease, as modified by this Amendment, all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease at least sixty (60) days prior to the commencement of the next Renewal Term (as defined below). References in this Amendment to

“Renewal Term” shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s). The Landlord hereby agrees to execute and return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the **“Memorandum”**) executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.

3. **Rent and Escalation.** Commencing with the second rental payment due following the Effective Date, the rent payable from Tenant to Landlord is hereby reduced to **Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00)** per month (the **“Rent”**). Commencing on February 8, 2025, and on each successive annual anniversary thereof, Rent due under the Lease, as amended hereby, shall increase by an amount equal to **Two Percent (2%)** of the then current Rent. In the event of any overpayment of Rent or Collocation Fee (as defined in the First Amendment) prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to the **City of Rome**. The escalations in this Section shall be the only escalations to the Rent and any/all rental escalations otherwise contained in the Lease are hereby null and void and are of no further force and effect.
4. **Tenant’s Right to Expand Leased Premises.** For good and valuable consideration, the receipt adequacy and sufficiency of which are hereby acknowledged, Landlord hereby grants to Tenant an irrevocable option to expand the Leased Premises to include an additional One Thousand (1,000) square feet in a mutually agreed upon location contiguous to the Leased Premises, the shape of which shall be at the Tenant’s sole and absolute discretion (the **“Expansion Area”**). Tenant may, by written notice to Landlord, exercise said option, in Tenant’s sole and absolute discretion, at any time during the term of the Lease (as the same may be extended from time to time). In connection with this option to expand, Tenant, its agents, employees and independent contractors, shall have the right to enter upon that portion of the Parent Parcel lying beyond the Leased Premises at any time for purposes of evaluating the land and to perform (or cause to be performed) test borings of the soil, environmental audits, engineering studies and to conduct a boundary, as-built or similar survey of all (or any portion of) the Expansion Area to be prepared by a surveyor duly licensed under the laws of the state in which the Expansion Area is located. Said right of Tenant shall include, without limitation, the right to clear trees, brush and other obstructions which may interfere, in Tenant’s sole discretion, with Tenant’s ability to conduct such evaluation activities. Landlord agrees to execute an amendment to the Lease to reflect the addition of the Expansion Area to the Leased Premises, within thirty (30) days of receipt by Landlord, in a form which is recordable in the jurisdiction in which the Leased Premises is located. Until such time as Tenant exercises said option, if ever, Landlord hereby agrees to give Tenant no less than ninety (90) days prior notice prior to entering into a lease or other use or occupancy agreement pertaining to any portion of the Parent Parcel. During the foregoing ninety (90) day period, Tenant may elect to designate the Expansion Area by written notice to Landlord, in which case such Expansion Area would no longer be available for Landlord to lease to a third party.
5. **Exercise of Right to Expand Leased Premises.** The **“Commencement Date”** of the expansion of the Leased Premises, to include the Expansion Area, shall be the earlier of: (i) the date that one of Tenant’s customers commences payment to Tenant under a sublease, license or other form of collocation agreement that grants said customer use of the Expansion Area; (ii) the date that Tenant issues a written ‘Notice To Proceed’ to one of Tenant’s customers for the purpose of commencing said customer’s installation of equipment on all or a portion the Expansion Area; (iii) if no written ‘Notice to Proceed’ is

issued, then the date that Tenant, or a customer, licensee, or sublessee thereof commences to install its equipment or other personal property at, on, or within the Expansion Area; (iv) the date that Tenant issues a written notice to Landlord evidencing its intent to commence leasing the Expansion Area; or (v) in the event Tenant commences payment of the additional rent (notwithstanding the fact that such payment was not obligated to be made at the time of such payment), the date that such payment commences. In the event the Commencement Date has occurred, Tenant shall pay a Collocation Fee (as defined in the First Amendment) for each Additional Collocator (as defined in the First Amendment) pursuant to the terms and conditions of Section 4 of the First Amendment.

6. **Rent Guarantee.** Notwithstanding anything to the contrary in the Lease, as amended, in the event the Lease terminates prior to eight (8) years after the Effective Date hereof (the "**Rent Guarantee Date**"), Tenant shall pay to Landlord in one lump-sum the total remaining Rent payments that would have otherwise been due to the Landlord through the Rent Guarantee Date (the "**Rent Guarantee Amount**") within thirty (30) days after termination of the Lease, provided however, the Rent Guarantee Amount shall not be paid to Landlord in the event that: (i) the Lease is terminated by Tenant due to an uncured breach of the Lease by Landlord; or (ii) the Lease is terminated by either party or any applicable third party having a legal or statutory right to terminate the Lease due to a condemnation or taking of the Leased Premises and/or Parent Parcel by the applicable local, state or federal jurisdiction or agency.
7. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: 198 N Washington St. Rome, NY 13440; to Tenant at: **SBC Tower Holdings LLC**, Attn: Network Real Estate Administration, RE: Cell Site No. 2812, Cell Site Name Rome North FA No. 10007334, 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319; with copy to: AT&T Legal Department, Attn.: Network Counsel, RE: FA No. 10007334, 208 S. Akard Street, Dallas, TX 75202-4206; and also with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801; and also with copy to: Attn.: Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
8. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.
9. **Conflict/Capitalized Terms.** The Parties hereby acknowledge and agree that in the event of a conflict between the terms and provisions of this Amendment and those contained in the Lease, the terms and provisions of this Amendment shall control. Except as otherwise defined or expressly provided in this Amendment, all capitalized terms used in this Amendment shall have the meanings or definitions ascribed to them in the Lease. To the extent of any inconsistency in or conflict between the meaning, definition, or usage of any capitalized terms in this Amendment and the meaning, definition, or usage of any such capitalized terms or similar or analogous terms in the Lease, the meaning, definition, or usage of any such capitalized terms in this Amendment shall control.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

Site No: 306995
Site Name: Rome North

LANDLORD:

City of Rome,
a New York municipal entity

Signature: _____

Print Name: _____

Title: _____

Date: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT:

SBC Tower Holdings LLC,
a Delaware limited liability company

Signature: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below:

Being situated in the County of Oneida, State of New York, and being known as Oneida County APN: 171-001-0001-005-001-0000 or Alternate APN: 36002396333, and being a portion of the same parcel(s) of land conveyed to the City of Rome by Deed recorded at Liber 638 of Deeds, page 35, Liber 640 of Deeds, page 25, Liber 955 of Deeds, page 416, Liber 955 of Deeds, page 418.

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

ALL THAT PARCEL OF LAND situate in the town of Lee, County of Oneida and State of New York, being and described as follows:

COMMENCING AT A POINT in the center line of right of way of Podunk Road distant 1428 feet, more or less, northeasterly from the intersection of said center line of right of way of Podunk Road with the center line of right of way of the Lee Center-Stokes Road; thence southeasterly on an azimuth of 126°50'51" for a distance of 181 feet, more or less; thence southerly on an azimuth of 180°08'34" for a distance of 135.64 feet to the point of beginning; thence easterly on an azimuth of 92°25'40" for a distance of 49.44 feet; thence southerly on an azimuth of 182°15'15" for a distance of 49.65 feet; thence westerly on an azimuth of 270°40'58" for a distance of 50.27 feet; thence northerly on an azimuth 03°09'34" for a distance of 51.18 feet to the point of beginning, containing 0.058 acres (2,513 square feet) more or less.

OPTION FOR EXPANSION AREA

Tenant has an irrevocable option to expand the Leased Premises to include an additional One Thousand (1,000) square feet in a mutually agreed upon location contiguous to the Leased Premises, the shape of which shall be at the Tenant's sole and absolute discretion.

EXHIBIT A (Continued)

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

ALL THAT PARCEL OF LAND situate in the town of Lee, County of Onseida and State of New York, being and described as follows:

BEGINNING AT A POINT in the center line of right of way of Podunk Road distant 1428 feet, more or less, northeasterly from the intersection of said center line of right of way of Podunk Road with the center line of right of way of the Lee Center-Stokes Road; thence southeasterly on an azimuth of 126°50'51" for a distance of 181 feet, more or less; thence southerly on an azimuth of 180°08'34" for a distance of 135.64 feet to the northwesterly corner of the lease parcel as described above; thence easterly along the northerly boundary of the lease parcel as described above on an azimuth of 92°25'40" for a distance of 49.44 feet to the northeasterly corner of the lease parcel as described above; thence northwesterly on an azimuth of 333°10'36" for a distance of 66.45 feet; thence northerly on an azimuth of 00°40'41" for a distance of 88.36 feet; thence northwesterly on an azimuth of 306°50'51" for a distance of 205 feet more or less to the center line of right of way of Podunk Road; thence southeasterly along the center line of right of way of Podunk Road for a distance of 25 feet, more or less, to the point of beginning.

EXHIBIT B

FORM OF MEMORANDUM OF LEASE

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management//Rory Pickens, Esq.
ATC Site No: 306995
ATC Site Name: Rome North
Assessor's Parcel No(s): 171-001-0001-005-001-0000 or Alternate
APN: 36002396333

Prior Recorded Lease Reference:

Inst. No. R2018-000481
State of New York
County of Oneida

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into as of the latter signature date hereof, by and between **City of Rome**, a New York municipal entity ("**Landlord**") and **SBC Tower Holdings LLC**, a Delaware limited liability company ("**Tenant**").

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Lease Agreement dated February 8, 1993 (the "**Original Lease**"), as amended by that certain First Amendment to Lease Agreement dated December 22, 2017 (the "**First Amendment**") (as the same may have been amended from time to time, collectively, the "**Lease**") (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be February 7, 2068. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.

Site No: 306995
Site Name: Rome North

3. **Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.
4. **Right of First Refusal.** There is a right of first refusal in the Lease.
5. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
6. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: 198 N Washington St. Rome, NY 13440; to Tenant at: **SBC Tower Holdings LLC**, Attn: Network Real Estate Administration, RE: Cell Site No. 2812, Cell Site Name Rome North FA No. 10007334, 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319; with copy to: AT&T Legal Department, Attn.: Network Counsel, RE: FA No. 10007334, 208 S. Akard Street, Dallas, TX 75202-4206; and also with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801; and also with copy to: Attn.: Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
7. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
8. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD

2 WITNESSES

City of Rome

a New York municipal entity

Signature: _____

Print Name: _____

Title: _____

Date: _____

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT

WITNESS

SBC Tower Holdings LLC
a Delaware limited liability company

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

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below:

Being situated in the County of Oneida, State of New York, and being known as Oneida County APN: 171-001-0001-005-001-0000 or Alternate APN: 36002396333, and being a portion of the same parcel(s) of land conveyed to the City of Rome by Deed recorded at Liber 638 of Deeds, page 35, Liber 640 of Deeds, page 25, Liber 955 of Deeds, page 416, Liber 955 of Deeds, page 418.

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COMMENCING AT A POINT in the center line of right of way of Podunk Road distant 1428 feet, more or less, northeasterly from the intersection of said center line of right of way of Podunk Road with the center line of right of way of the Lee Center-Stokes Road; thence southeasterly on an azimuth of 126°50'51" for a distance of 181 feet, more or less; thence southerly on an azimuth of 180°08'34" for a distance of 135.64 feet to the point of beginning; thence easterly on an azimuth of 92°25'40" for a distance of 49.44 feet; thence southerly on an azimuth of 182°15'15" for a distance of 49.65 feet; thence westerly on an azimuth of 270°40'58" for a distance of 50.27 feet; thence northerly on an azimuth 03°09'34" for a distance of 51.18 feet to the point of beginning, containing 0.058 acres (2,513 square feet) more or less.

OPTION FOR EXPANSION AREA

Tenant has an irrevocable option to expand the Leased Premises to include an additional One Thousand (1,000) square feet in a mutually agreed upon location contiguous to the Leased Premises, the shape of which shall be at the Tenant's sole and absolute discretion.

EXHIBIT A (Continued)

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

ALL THAT PARCEL OF LAND situate in the town of Lee, County of Oneida and State of New York, being and described as follows:

BEGINNING AT A POINT in the center line of right of way of Podunk Road distant 1428 feet, more or less, northeasterly from the intersection of said center line of right of way of Podunk Road with the center line of right of way of the Lee Center-Stokes Road; thence southeasterly on an azimuth of 126°50'51" for a distance of 181 feet, more or less; thence southerly on an azimuth of 180°08'34" for a distance of 135.64 feet to the northwesterly corner of the lease parcel as described above; thence easterly along the northerly boundary of the lease parcel as described above on an azimuth of 92°25'40" for a distance of 49.44 feet to the northeasterly corner of the lease parcel as described above; thence northwesterly on an azimuth of 333°10'36" for a distance of 66.45 feet; thence northerly on an azimuth of 00°40'41" for a distance of 88.36 feet; thence northwesterly on an azimuth of 306°50'51" for a distance of 205 feet more or less to the center line of right of way of Podunk Road; thence southeasterly along the center line of right of way of Podunk Road for a distance of 25 feet, more or less, to the point of beginning.

Instructions for completing the Resolution and Consent Affidavit

IMPORTANT INFORMATION BELOW

In order to avoid delays in the completion of this transaction, the Resolution and Consent Affidavit must be signed by **ALL** Members, Partners, Directors, Shareholders, Officers or Trustees of the organization. Section 6 of this form allows for the organization to appoint one person to sign the remaining documents but **ONE HUNDRED PERCENT (100%)** of the ownership or voting interest of the organization must sign this first. Failure to comply with these instructions or properly indicate the percentage of ownership and/or voting interest will result in delays and could require the documents to be re-executed. If you have any questions, please contact your land lease representative.

Prepared by and Return to:

American Tower

Attn: Land Management/Rory Pickens, Esq.

10 Presidential Way

Woburn, MA 01801

Assessor's Parcel No(s): 171-001-0001-005-001-0000 or Alternate APN: 36002396333

RESOLUTION AND CONSENT AFFIDAVIT

City of Rome, a New York municipal entity

Be it known that, under the pains and penalties of perjury, the undersigned Members, Partners, Directors, Shareholders, Officers or Trustees, as applicable (collectively, the "**Affiants**") of the above referenced entity (the "**Landlord**"), hereby declare and resolve the following:

1. Landlord (or its predecessor-in-interest) has leased or subleased a portion of land to **SBC Tower Holdings LLC**, a Delaware limited liability company (the "**Tenant**") pursuant to the terms of that certain Lease Agreement dated February 8, 1993 (the "**Original Lease**"), as amended by that certain First Amendment to Lease Agreement dated December 22, 2017 (the "**First Amendment**") (as the same may have been amended from time to time, collectively, the "**Lease**") (as the same may have been amended from time to time, collectively, the "**Lease**").
2. Landlord and Tenant desire to enter into an amendment of the Lease (the "**Amendment**") in order to extend the term thereof and to further amend the Lease as more particularly set forth in the Amendment.
3. Landlord is duly organized, validly existing, and in good standing in the jurisdiction of its formation, organization, and/or incorporation, as applicable, and is otherwise authorized to transact business and in good standing in any other jurisdictions where such qualifications are required. Landlord has full power and authority to enter into and perform Landlord's obligations under the Amendment and the other Transaction Documents (as hereinafter defined), and the Amendment and the other Transaction Documents have been duly executed and delivered by Landlord. The Affiants listed below are the only legal and equitable owners of Landlord and are the only members, partners, directors, shareholders, officers and/or trustees, as applicable, of Landlord.

Site No: 306995
Site Name: Rome North

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 1

2 WITNESSES

Signature: _____

Print Name: _____

Date: _____

Title: (*circle one*) Member, Partner, Director,
Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest:
_____ %

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 2

2 WITNESSES

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____

Title: (*circle one*) Member, Partner, Director,
Shareholder, Officer, Trustee

Signature: _____
Print Name: _____

Percentage Ownership or Voting Interest:
_____ %

WITNESS AND ACKNOWLEDGEMENT

State of _____

County of _____

On this ____ day of _____, 202__, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 3

2 WITNESSES

Signature: _____

Print Name: _____

Date: _____

Title: *(circle one)* Member, Partner, Director,
Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest:
_____ %

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 4

2 WITNESSES

Signature: _____

Print Name: _____

Date: _____

Title: (*circle one*) Member, Partner, Director,
Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest:
_____ %

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State of _____

County of _____

On this ____ day of _____, 202__, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 5

2 WITNESSES

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____

Title: (*circle one*) Member, Partner, Director,
Shareholder, Officer, Trustee

Signature: _____
Print Name: _____

Percentage Ownership or Voting Interest:
_____ %

WITNESS AND ACKNOWLEDGEMENT

State of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 6

2 WITNESSES

Signature: _____

Print Name: _____

Date: _____

Signature: _____

Print Name: _____

Title: *(circle one)* Member, Partner, Director,
Shareholder, Officer, Trustee

Signature: _____

Print Name: _____

Percentage Ownership or Voting Interest:
_____ %

WITNESS AND ACKNOWLEDGEMENT

State of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

RESOLUTION NO. 228

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AMERICAN FIREWORKS MFG. CO., INC. FOR FIREWORKS TO BE DISPLAYED AT THE HOLIDAY CHRISTMAS TREE LIGHTING EVENT ON DECEMBER 2, 2024 (\$3,000.00).

By _____:

WHEREAS, Ryan Hickey, Deputy Director of Parks and Recreation for the City of Rome, has recommended that the City of Rome retain the professional services of American Fireworks Mfg. Co., Inc. of Utica, New York, to provide a firework display at the Holiday Christmas Tree Lighting event scheduled to be held on December 2, 2024; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that it does hereby authorize the Mayor of the City of Rome, New York, to enter into a professional services agreement with American Fireworks Mfg. Co., Inc. of Utica, New York, to provide a firework display during the Holiday Christmas Tree Lighting event scheduled to be held on December 2, 2024; and

BE IT FURTHER RESOLVED, that the costs associated with the aforementioned professional services shall not exceed \$3,000.00.

Seconded by _____.

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

ADOPTED _____ DEFEATED _____

RESOLUTION NO. 229

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO
ENTER INTO AN AGREEMENT WITH FINQUERY, LLC (\$8,204.00).**

By _____:

WHEREAS, Brian Adams, Treasurer for the City of Rome, has recommended that the City of Rome, New York, retain the professional services of FinQuery, LLC, for asset tracking and depreciation software, for a total amount not to exceed \$8,204.00, with a contract term effective on December 7, 2024 and expiring on December 6, 2025; 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 FinQuery, LLC, for asset tracking and depreciation software, for a total amount not to exceed \$8,204.00, with a contract term effective on December 7, 2024 and expiring on December 6, 2025, pursuant to their attached proposal which by this reference is made a part of this Resolution.

Seconded by _____.

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

ADOPTED _____ DEFEATED _____

Date	10/14/2024
Original Sales Order #	Q-26609
Renewal Sales Order #	Q-38205
Expiration Date	12/6/2024

FinQuery, LLC

3 Ravinia Drive NE
Suite P7
Atlanta, GA 30346
(800) 880-7270
FinQuery.com

Client

City of Rome
198 N. Washington Street
Rome, NY 13440
Attention: Brian Adams
315-339-7680
badams@romecitygov.com

Length of Subscription

Renewal Term (commencing on December 7, 2024) 12 months

Recurring Services

Annual Amount

FinQuery Platform Standard Package	\$2,100
LeaseQuery Advanced, up to 81 LeaseQuery Records	\$6,104
FinQuery Contract Management Starter, up to 40 FCM Records	\$0

Notes

- **For recurring services, the annual amounts shown above are payable in advance upon execution of this Sales Order for the full length of the subscription shown above. For non-recurring services, the one-time fees shown above are payable upon execution of this Sales Order.**
- The FinQuery Platform Standard Package includes access to the FinQuery platform, access to the FinQuery Help Center and FinQuery Academy (which includes video and written instructions), daily live agent hours and email support.
- If the maximum number of LeaseQuery Records for LeaseQuery Advanced is exceeded, an additional subscription fee of \$6.28 per LeaseQuery Record per month will apply, invoiced in advance for the full remaining term.
- If the maximum number of FCM Records for the tier reflected above is exceeded, or if add-on services are enabled within the Solution, Client will be invoiced for the applicable then-current product, tier and price as described at <https://finquery.com/fcm-pricing/>, in each case invoiced in advance for the full remaining term.
- LeaseQuery contract analysis and Record entry services may be provided on an as needed and as requested basis for \$250 per LeaseQuery Record, invoiced monthly in arrears.
- FinQuery Contract Management contract analysis and Record entry services may be provided on an as needed and as requested basis for \$50 per FCM Record, invoiced monthly in arrears.

Terms and Conditions

As of the date set forth above, Client hereby subscribes to the Solution and services described in this Sales Order. This Sales Order shall be governed by the terms and conditions set forth herein and in the FinQuery Subscription Agreement entered into by the parties on 12/7/2023 (as amended, the "Subscription Agreement"), and each to the extent applicable, the Addendum for AI Functionality available at https://finquery.com/ai_terms.pdf (the "AI Terms") and the Professional Services Policy available at https://finquery.com/professional_services_policy.pdf (the "Policy"). In the event of a conflict between the Policy or the AI Terms and the Subscription Agreement, the Policy or the AI Terms, respectively, shall control. Capitalized terms used but not defined in this Sales Order shall have the meaning set forth in the Subscription Agreement.

Signatures

City of Rome ("Client"):

By:

Name:

Title:

Date:

FinQuery, LLC ("FinQuery"):

By:

Name:

Title:

Date:

RESOLUTION NO. 230

**AUTHORIZING CHANGE ORDER NO. 1 TO CONTRACT WITH
BARTON & LOGUIDICE D.P.C., PURSUANT TO ORIGINAL BOARD OF ESTIMATE
AND CONTRACT RESOLUTION NO. 182 ADOPTED JULY 25, 2024 (\$20,350.00).**

By _____:

WHEREAS, the Board of Estimate and Contract of the City of Rome, New York, pursuant to Resolution No. 182 adopted July 25, 2024, authorized a professional services agreement with Barton & Loguidice, D.P.C., for services relative to the SFM Skatepark Project, at a total contract price of \$31,950.00; 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 Barton & Loguidice, D.P.C., be awarded Change Order No. 1 for a total amount not to exceed \$20,350.00, 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 Change Order No. 1 be awarded to Barton & Loguidice, D.P.C, to allow for an increase of \$20,350.00, pursuant to the original agreement; and

BE IT FURTHER RESOLVED, that the total amount of Change Order No. 1 as described hereinabove shall be an amount not to exceed \$20,350.00, increasing the total contract price to \$52,300.00; and

BE IT FURTHER RESOLVED, that Resolution No. 182 shall otherwise remain as originally adopted on July 25, 2024.

Seconded by _____.

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

ADOPTED _____ DEFEATED _____

**AMENDMENT NUMBER 1 ("Amendment")
TO THE
AGREEMENT DATED APRIL 18, 2024 ("Agreement")
BETWEEN
CITY OF ROME, NY ("Owner")
AND
BARTON & LOGUIDICE, ENVIRONMENTAL ENGINEERING
& GEOLOGY, PLLC. ("Consultant")
FOR
PROFESSIONAL SERVICES FOR QUALIFIED ENVIRONMENTAL PROFESSIONAL
OVERSIGHT AND AIR MONITORING SERVICES, SFM SKATEPARK, ROME, NEW
YORK ("Project")**

The above referenced Agreement between Owner and Consultant is amended to include the changes set forth below. The Agreement referenced above, including any amendments or revisions thereto previously agreed to in writing between Owner and Consultant, remains in full force and effect except as modified herein.

1. Change in Scope of Services to be Performed

- A. The scope of services to be performed by Consultant is hereby modified as described in Attachment One.

2. Change in Compensation for Services

- A. Total compensation for the services described in Attachment One, including reimbursable expenses, is estimated to be Twenty Thousand Three Hundred Fifty Dollars (\$20,350), which shall be in addition to any payment amount(s) previously agreed to in writing between Owner and Consultant for this Project.
- B. Owner's method of payment to Consultant shall be as set forth in the Agreement referenced above.

3. Total Agreement

- A. This Amendment, along with the original Agreement and any other duly executed amendments previous to this Amendment, constitutes the entire agreement between Owner and Consultant for this Project; it supersedes all prior written or oral understandings and may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the above referenced Agreement as of the latest day and year set forth below.

OWNER: City of Rome, New York

CONSULTANT: Barton & Loguidice,
Environmental Engineering and
Geology, PLLC.

By: _____
Matthew Andrews

By: 
Bryce D. Dingman, P.G.

Title: Deputy Director

Title: Associate

Date
Signed: _____

Date
Signed: October 9, 2024

**NOTE: Address for Giving Notices:
Barton & Loguidice, Attn: President, 443 Electronics Parkway, Liverpool, NY 13088**

Attachment One – Scope of Services for Amendment Number 1

Barton & Loguidice Environmental Engineering & Geology, P.L.L.C. (B&L) has prepared this supplement for the SFM Skatepark Project, due to additional earth disturbance being proposed as part of the project. It is B&L's understanding that the total area of soil disturbance will exceed one acre, and will therefore require a New York State Department of Environmental Conservation (NYSDEC) State Pollutant Discharge Elimination System (SPDES) General Permit for Stormwater Discharges Associated with Construction Activity (GP-0-20-001). The permit process requires development of a site-specific Stormwater Pollution Prevention Plan (SWPPP) to address erosion and sediment control and stormwater runoff from the site. As the project meets the classification of "New Development" of traditional impervious surfaces, the SWPPP must include selection, sizing and design of post-construction stormwater management practices to address changes to post development hydrology at the site. Following development of the SWPPP, B&L will obtain permit coverage on behalf of the City of Rome under GP-0-20-001 through submittal of a Notice of Intent (NOI) to the NYSDEC. Our detailed scope of services is provided below.

Task 1 – Stormwater Pollution Prevention Plan Development

B&L will prepare the SWPPP to document the selection, design, installation, implementation and maintenance of the control measures and practices that will be used to meet the GP-0-20-001 permit conditions. Specifically, the SWPPP will include:

- Background information about the scope of the project, including the location, type and size of project;
- Site map for the project, including a general location map. The site map will show the total site area; all improvements; areas of disturbance; areas that will not be disturbed; existing vegetation; surface waters; floodplain/floodway boundaries; wetlands and drainage patterns; existing and final contours; soil types; material, waste, borrow or equipment storage areas located on adjacent properties; and locations of the stormwater discharges.
- A description of the soil(s) present at the site, including an identification of the Hydrologic Soil Group (HSG);
- A construction phasing plan and sequence of operations describing the intended order of construction activities;
- Description and schedule of the minimum erosion and sediment control practices to be installed;
- Temporary and permanent soil stabilization plan;
- Dimensions, material specifications, installation details, and operation and maintenance requirements for all erosion and sediment control practices;
- Description of the pollution prevention measures that will be used to control litter, construction chemicals and construction debris from becoming a pollutant source in the stormwater discharges;
- A HydroCAD hydrologic model developed based on drainage mapping to compare post-development hydrology to pre-development conditions to confirm changes in hydrology are mitigated to pre-development conditions;
- Post-construction stormwater management design practices (assumed one practice will be designed to address water quantity and quality);

- Inspection requirements.
- Site plan set consisting of three (3) sheets, including 1) proposed stormwater management plan; 2) erosion and sediment control plan; and 3) erosion and sediment control notes and details. It is assumed that the existing and proposed grading CAD files will be provided for development of site plans.

B&L will develop the Draft SWPPP and incorporate design requirements into the construction drawings. B&L will provide one final hard copy of the SWPPP and will submit the electronic NOI (permit application) to the NYSDEC on behalf of the City.

Task 2 – Infiltration Testing

To advise selection of and ensure suitability of selected post-construction stormwater management practices, infiltration testing will be required within the proposed stormwater management practice footprint. Infiltration testing will be conducted in accordance with the most recent version of the New York State Stormwater Management Design Manual. It is assumed that excavation of test pits for infiltration testing will be conducted by the general contractor on site. It is assumed that one stormwater management feature will be required to meet GP 0-20-001 post-construction stormwater management requirements, therefore it is assumed that this task will only include infiltration testing for one feature. Infiltration testing for additional stormwater management practices, if determined to be necessary, would require separate authorization.

Task 3 – Construction Phase SWPPP Inspections

B&L will perform periodic on-site observations required to verify work is being performed in accordance with the Contract Documents and to comply with the requirements of NYSDEC SPDES General Permit for Construction Activities. Inspections shall occur once every seven (7) calendar days typically. B&L will prepare Construction Duration Inspection Reports and provide copies to the Client/Operator and Construction Site Manager. The construction inspections will be limited to stormwater compliance activities (i.e. will not include construction inspection work associated with any other project components not related to stormwater compliance).

It is assumed that up to 20 weekly inspections will be required between submission of the NOI and final stabilization being achieved. During the winter months, it is assumed that the contractor will meet temporary stabilization requirements outlined in the New York State Standards and Specifications for Erosion and Sediment Control in order to request from the NYSDEC a reduction in inspection frequency from weekly to monthly. It is assumed three (3) monthly inspections will be required during winter shutdown. Should final stabilization not be achieved following completion the assumed 23 total inspections (20 weekly, 3 monthly), additional inspections would require separate authorization.

At the conclusion of construction, B&L will conduct a Final Stabilization inspection to ensure the site is stabilized in accordance with GP-0-20-001 prior to submittal of the Notice of Termination.

Task 4 – Notice of Intent and SWPPP Modifications (As Needed)

B&L will coordinate with the NYSDEC, as needed, to complete any necessary SWPPP and NOI modifications resulting from changes in design, schedule, or area of disturbance.

Task 5 – Notice of Termination

Following confirmation of Final Stabilization in accordance with GP-0-20-001, B&L will prepare the Notice of Termination form and assist with obtaining applicable signatures for submittal to the NYSDEC (and MS4 where applicable).

Technical Assumptions

1. The City will be responsible for permitting fees.
2. The project's area of disturbance will not exceed five (5) acres in total, therefore a NYSDEC 5-acre waiver request will not be required.
3. In accordance with GP 0-20-002, the project is not subject to water quantity (CPv) or rate control (Qp and Qf) requirements due to direct discharge to the NYS Barge Canal.
4. Existing and proposed grading plans will be provided in .dwg format for use in site and erosion and sediment control plan development.
5. Excavation of test pits for infiltration testing will be conducted by the general contractor on site.

Fee for Services

B&L proposes to provide the Scope of Services described in accordance with the fee schedule provided below:

Facility Applicability	Billing Type	Not-to-Exceed Fee
Task 1 – SWPPP Development	Lump Sum	\$6,650.00
Task 2 – Infiltration Testing	Time & Expense	\$1,750
Task 3 – Construction Phase SWPPP Inspections	Time & Expense	\$10,550.00
Task 4 – NOI and SWPPP Modifications	Time & Expense	\$1,000.00
Task 5 – Notice of Termination	Lump Sum	\$400.00
MAXIMUM TOTAL FEE		\$20,350.00

The actual number of inspections will be contingent upon the duration of construction, and the City of Rome will only be invoiced for time on inspections conducted. B&L proposes to provide the services described above for a not-to-exceed fee of \$20,350. B&L will not invoice beyond this amount without a change in scope and prior approval from the City. Invoices will be submitted on a monthly basis. The above Lump Sum tasks will be billed on a monthly basis based on percentage completion of the task. The above Time & Expense task fees will be invoiced at B&L's Standard Billing Rates that are in effect at the time the work is completed.

RESOLUTION NO. 231

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO EXECUTE AGREEMENTS FOR USE OF AMERICAN RESCUE PLAN ACT (ARPA) STATE AND LOCAL FISCAL RECOVERY FUNDS (SLFRF).

By _____:

WHEREAS, the Common Council of the City of Rome, New York, has approved the use of American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF) for the following projects and programs:

- MVCC dental hygiene program - \$250,000.00
- Rome Historical Society building improvements - \$100,000.00
- VFW building improvements - \$100,000.00
- CFLR building improvements - \$100,000.00
- Home Ownership Center residential rehab - \$400,000.00
- Home Ownership Center court referral rehabilitation - \$100,000.00; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that it does hereby authorize the Mayor of the City of Rome, New York, to execute agreements to for the use of American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF) with the above mentioned organizations.

Seconded by _____.

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

ADOPTED _____ DEFEATED _____

RESOLUTION NO. 232

AUTHORIZING CHANGE ORDER NO. 1 TO CONTRACT WITH MID-STATE ELECTRICAL CONTRACTING, PURSUANT TO ORIGINAL BOARD OF ESTIMATE AND CONTRACT RESOLUTION NO. 156 ADOPTED JULY 27, 2023 (\$71,450.57).

By _____:

WHEREAS, the Board of Estimate and Contract of the City of Rome, New York, pursuant to Resolution No. 156 adopted July 27, 2023, authorized a professional services agreement with Mid-State Electrical Contracting, for services relative to the City Hall Health & Safety Facility Enhancements Project, at a total contract price of \$837,000.00; 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 Mid-State Electrical Contracting be awarded Change Order No. 1 for a total amount not to exceed \$71,450.57, 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 Change Order No. 1 be awarded to Mid-State Electrical Contracting, to allow for an increase of \$71,450.57, pursuant to the original agreement; and

BE IT FURTHER RESOLVED, that the total amount of Change Order No. 1 as described hereinabove shall be an amount not to exceed \$71,450.57, increasing the total contract price to \$908,450.57; and

BE IT FURTHER RESOLVED, that Resolution No. 156 shall otherwise remain as originally adopted on July 27, 2023.

Seconded by _____.

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

ADOPTED _____ DEFEATED _____

Mid-state Electrical Contracting

6911 Ritchie Rd.
Marcy, NY 13403
(315) 886-5596

City Green lighting power's pathways

Electrical scope

06/3/2024

Scope of work:

- Labor and materials as follows
- Install 2- 1.5" PVC conduits from Panel LP1 on the first floor to a quazite box near the approximate flagpole locations on the prints
- All work to comply with current NEC standard

Exclusions:

- Liability for errors or omissions in designs by others, nor inadequacies of materials and equipment specified or supplied by others.
- On site dumpsters
- Excavation of earth in conduit pathway
- Backfill and seeding of excavated eart

Bid Response:

In the interest of providing more competitive and timely pricing, we request the results for the electrical scope of work on the project. Failure to provide this information will limit our ability to provide competitive proposals in the future.

Base bid: \$2,300

Andrew Halladay Vice President

andrewhalladay@mid-stateelectricalcontracting.com

This document represents a proposal for work only, Mid-state electrical contracting reserves the right to reassess proposals after 60 days due to potential material price fluctuations. That right is only exercised if no subcontracting agreement for a specific project is reached within the 30 day period from date of proposal.

Mid-state Electrical Contracting

6911 Ritchie Rd.
Marcy, NY 13403
(315) 886-5596

City green change order

Electrical scope

08/30/2024

Scope of work:

- Labor and materials as follows
- Provide 6 new pole lights & fixtures
- Provide string light, 7 poles required for install
- Circuit to christmas tree light
- All conduit, wire, breakers required
- All work to comply with current NEC standard

Exclusions:

- Liability for errors or omissions in designs by others, nor inadequacies of materials and equipment specified or supplied by others.
- VFD programming and commissioning
- Pole bases by others
- Excavating site work by others
- On site dumpsters
- Door hardware, strike and remote buttons
- Patching and painting
- Sheetrock repair
- porta-johns

Total cost: \$69,150.57

Andrew Halladay President

andrewhalladay@mid-stateelectricalcontracting.com

This document represents a proposal for work only, Mid-state electrical contracting reserves the right to reassess proposals after 60 days due to potential material price fluctuations. That right is only exercised if no subcontracting agreement for a specific project is reached within the 30 day period from date of proposal.

RESOLUTION NO. 233

AUTHORIZING CHANGE ORDER NO. 3 TO CONTRACT WITH MURNANE BUILDING CONTRACTORS, INC., PURSUANT TO BOARD OF ESTIMATE AND CONTRACT RESOLUTION NO. 136 ADOPTED JUNE 15, 2023 (\$122,657.00).

By _____:

WHEREAS, the Board of Estimate and Contract of the City of Rome, New York, pursuant to Resolution No. 136 adopted June 15, 2023, authorized the awarding of a contract to Murnane Building Contractors, Inc., for services relative to the Rome City Hall Health & Safety Facility Enhancements project, at a total contract price of \$4,572,000.00; and

WHEREAS, at a meeting held on December 14, 2023, the Board of Estimate and Contract awarded Change Order No. 1 to Murnane Building Contractors, Inc., to allow an increase of \$539,007.00; and

WHEREAS, at a meeting held on May 9, 2024, the Board of Estimate and Contract awarded Change Order No. 2 to Murnane Building Contractors, Inc., to allow an increase of \$96,766.34; and

WHEREAS, it has been recommended by Matthew Andrews, Deputy Director of Community and Economic Development for the City of Rome, that Murnane Building Contractors, Inc., be awarded Change Order No. 3 for this project for a total amount not to exceed \$122,657.00, 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 Murnane Building Contractors, Inc., pursuant to Resolution No. 136 adopted June 15, 2023, be and is hereby amended, whereby Change Order No. 3 is hereby awarded, so as to modify the contract to allow for an increase of \$122,657.00; and

BE IT FURTHER RESOLVED, that the total amount of Change Order No. 3 as described hereinabove shall be an amount not to exceed \$122,657.00, increasing the total contract price to \$5,330,430.34; and

BE IT FURTHER RESOVLED, Resolution No. 136, shall otherwise remain as originally adopted on June 15, 2023.

Seconded by _____.

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

ADOPTED _____ DEFEATED _____



July 9, 2024

Mr. Chris Caravelli
DJB Builds

Re: Rome City Hall Facility Enhancements
Change Request #10 – RB-05 Revised/Expanded Site Work

Dear Chris,

As per RB-05, we propose to complete the expanded scope of sitework depicted:

Murnane Work:

Additional Sidewalk (Non-Snow Melt) 2,304 SF – Material Cost:	\$17,084
Additional Sidewalk (Non-Snow Melt) 2,304 SF – Labor Cost:	<u>14,308</u>
MBC Self-Perform Subtotal:	\$31,392
15% O & P:	4,709

Subcontractor Work:

Fred Burrows Trucking & Excavating	\$26,335
Maple Ridge Organics	24,952
HJ Brandeles:	<u>1,179</u>
Subcontractor Subtotal:	\$52,466
5% O & P:	2,623

Total Change Request Proposal: **\$91,190**

Please advise as soon as possible if we should proceed based on this proposal. Please contact me with any questions.

Sincerely

Andrew P. Kantor, Vice President

FRED BURROWS TRUCKING and EXCAVATING, LLC
437 Oriskany Blvd.
Whitesboro, NY 13492
315-736-1971
www.fredburrows.com

Murnane Building Contractors, Inc.
 15 Wood Road
 Whitesboro, NY 13492

QUOTATION #240627

Attn: Andy Kantor
 Phone: (P) (315) 736-0879; akantor@murnanebuilding.com

QUOTATION DATE: 6/27/2024
 ESTIMATOR: JKK

	UNIT PRICE	EXTENSION
RE: Rome City Hall Building Addition		
Rome, New York		
RB-05: Additional Brick Paver and Concrete Sidewalk Areas		
* Demolition and Site Removals as Necessary		
* Furnish, Install, Maintain and Remove Erosion Control Features		
* Strip, Stockpile and Reuse Topsoil		
* Complete Earthwork Cuts for Proposed Site Finishes		
* Furnish, Place and Compact Subbase for Site Concrete Walks and Brick Pavers		
Reuse & Rough Grade Existing & Import Topsoil for Planting Beds and Lawn Areas		
Labor Costs:	\$ 11,700.00	
Equipment Costs:	\$ 4,300.00	
Material Costs:	\$ 6,900.00	
L, E & M Subtotal	\$ 22,900.00	
15% OH & P on L, E & M:	\$ 3,435.00	
Total Cost of RB-05 Work:	\$ 26,335.00	
 ** PLEASE NOTE **		
* NYS Sales Tax on Material <i>is not Included</i> in Our Price		
* Prevailing Wage Rates <i>are Included</i> in our Price		
* Street Cleaning and Maintenance for Other's Work <i>is not Included</i> in Our Price		
* C.I.P. Concrete of Any Kind <i>is not Included</i> in Our Price		
* Brick Pavers Work <i>is not Included</i> in Our Price		
* Asphalt Paving/Patching <i>is not Included</i> in Our Price		
* Prevailing Wage Rates for Teamsters Hauling Aggregate to Public Projects <i>is not Included</i> in this Proposal		
* Temporary Construction or Permanent Site Fencing <i>is not Included</i> in Our Price		
* Dewatering <i>is Included</i> for Our Exc. & Backfill Only (3" Pump Capacity)		
* Frost Protection and Excavation/Backfill <i>is not Included</i> in Our Price		
* Survey for Site Baseline and Buildings Layout <i>is not Included</i> in Our Pricing		
* Landscape; i.e. Lawn Seed & Mulch and Plantings <i>are not Included</i> in Our Price		
* Drawings Used: C080, C100, C120, C121, C130, C520 & C501; Dated 05/21/24		

WE ARE PLEASED TO SUBMIT THE ABOVE QUOTATION FOR YOUR CONSIDERATION. SHOULD YOU PLACE AN ORDER, BE ASSURED IT WILL RECEIVE OUR PROMPT ATTENTION. PAYMENT IS EXPECTED WITHIN 30 DAYS OF INVOICE DATE. THIS QUOTATION IS VALID FOR 20 DAYS. THEREAFTER IT IS SUBJECT TO CHANGE WITHOUT NOTICE.

ACCEPTED

DATE

FREDERICK R. BURROWS, JR.

THANK YOU!



QUOTATION

DATE	6/12/2024
PROJECT	Rev. 1 23-076-FACILITY ENHANCEMENTS
CONTACT 1	berni@mapleridgeorganics.com
ADDRESS	741 Co. Hwy 29, Richfield Springs, NY 13439
PHONE	(315) 868-7829
EIN	81-1967467

Plants and mulch in the amount of:	\$15,460
Topsoil plantings in the amount of:	\$3,217
Hydroseed 1 and final raking in the amount of:	\$621
Topsoil lawns in the amount of:	\$2,822
Unit Pavers	\$10,510
Mobilization and de-mobilization in the amount of:	\$1,100
Revision 1 Total	\$33,730
Deduct Base Bid total	\$8,778
Total Add for revision 1 changes	\$24,952

Quote valid for 30 days

In this amount we include:

- All elements of landscape work required in Spec Sections 329200 & 329300 unless specifically excluded
- One mobilization only. Additional mobilization add \$500 ea.
- Delivery of material to site, off loading, and protection.
- Daily cleanup of debris to GC supplied dumpsters
- 10 hr OSHA certification for all workers
- Adhere to GC approved schedule
- Attend weekly job meetings as it pertains to our work.
- Acknowledge receipt of (3) amendments
- Prevailing Wages
- initial watering // means until seed has germinated
- min 5000 sf hydroseed per site visit or additional charges apply (1/2 tank)
- hydrant hook up water supply for hydro seeding
- 89 perrenial plantings per plant on drwg C130

7 CY hardwood mulch		
33 CY topsoil for planting beds		
24 CY top soil for lawn areas		
1,636 SF of seeding lawn areas		
In this amount we exclude:		
Sales Tax		
Bond		
Permits		
Site Demolition		
As Built drawings		
Landscape design & shop drawings		
Concrete or concrete forms		
Compaction testing		
Soil testing		
Inspections		
Cranes or crane work		
erosion control or SWPPP BMP's		
Fees or charges for water or offsite trucking of same.		
pumping of water		
Any off hours work. M-F 7:00am-3:30pm only		
replacement of installed work damaged by others, including settlement of topsoil		
Any layout not pertaining to our work		
dumpsters		
clearing and grubbing		
excavation not associated with our work		
temporary seeding (but can provide at \$0.14 / sf after amount is quantified by the GC)		
protection of existing trees and vegetation		
survey		
pedestrian or vehicle traffic control		
portable toilets		
granite		
any plant or lawn warranty for installation between Nov. 15 and April 15		
utility location		
rock		
dust control		
mowing		
liquidated damages		
pesticides, herbicides, and fungicides		
Plant tagging from landscape architect		
Plant photographs		



Since 1897

HJ Brandeles Corp.

Mechanical Contractors

8101 Halsey Road ♦ Whitesboro, New York 13492
(315) 733-7565 Phone (315) 733-6346 Fax

To: Andy

From: Rick

Total Pages: 1 Date: 6-12-24

RE: Rome City Hall ADA Snow Melt

Remarks: _____

1 - 600' Coil Turning	855'
HITS LATER 2 WIRE	170'
GLYCEL	N/C
	1025
151'	154'
TOTAL	1179'



August 6, 2024

Mr. Chris Caravelli
DJB Builds

Re: Rome City Hall Facility Enhancements
Change Request #11 – Bulletin RB-06 – Tree Foundation, Etc.

Dear Chris,

Proposed cost for additional GC work as per RB-06:

Subcontractor:

Longhouse (Rebar):	\$ 2,362
Fred Burrows Trucking & Excavating:	\$ 14,135
Subcontractor Subtotal:	\$ 16,497
Murnane 5% O & P:	825

Self-Performed Work:

New Concrete Footing & Piers – Material:	\$ 1,842
New Concrete Footings & Piers – Labor:	\$ 4,960
3 Light Pole Bases – Material:	\$ 638
3 Light Pole Bases – Labor:	\$ 1,197
Guy Wires & Accessories Material:	\$ 1,440
Guy Wire & Accessories Labor:	\$ 2,223
Self-Perform Subtotal:	\$ 12,300
Murnane 15% O & P:	1,845

Total Additional Cost: \$ 31,467

Please contact me with any questions.

Sincerely,

Andrew P. Kantor, Vice President

FRED BURROWS TRUCKING and EXCAVATING, LLC
437 Oriskany Blvd.
Whitesboro, NY 13492
315-736-1971
www.fredburrows.com

Murnane Building Contractors, Inc.
 15 Wood Road
 Whitesboro, NY 13492

QUOTATION #240627

Attn: Andy Kantor
 Phone: (P) (315) 736-0879; akantor@murnanebuilding.com

QUOTATION DATE: 6/27/2024
 ESTIMATOR: JKK

	UNIT PRICE	EXTENSION
<u>RE: Rome City Hall Building Addition</u>		
<u>Rome, New York</u>		
<u>RB-06: Tree Anchoring Foundations & Site Lighting Trenching:</u>		
* Excavate and Backfill for Tree Anchoring Foundations		
* Excavate & Backfill Site Lighting Trenching		
* Set Precast Light Pole Bases		
<u>Labor Costs:</u>	\$	6,400.00
<u>Equipment Costs:</u>	\$	2,400.00
<u>Material Costs:</u>	\$	3,500.00
<u>L, E & M Subtotal</u>	\$	12,300.00
<u>15% OH & P on L, E & M:</u>	\$	1,845.00
 <u>Total Cost of RB-06 Work:</u>	 \$	 14,145.00
** PLEASE NOTE **		
* NYS Sales Tax on Material <i>is not Included</i> in Our Price		
* Prevailing Wage Rates <i>are Included</i> in our Price		
* Street Cleaning and Maintenance for Other's Work <i>is not Included</i> in Our Price		
* C.I.P. Concrete of Any Kind <i>is not Included</i> in Our Price		
* Asphalt Paving/Patching <i>is not Included</i> in Our Price		
* Prevailing Wage Rates for Teamsters Hauling Aggregate to Public Projects <i>is not Included</i> in this Proposal		
* Temporary Construction or Permanent Site Fencing <i>is not Included</i> in Our Price		
* Dewatering <i>is Included</i> for Our Exc. & Backfill Only (3" Pump Capacity)		
* Frost Protection and Excavation/Backfill <i>is not Included</i> in Our Price		
* Survey for Site Baseline and Buildings Layout <i>is not Included</i> in Our Pricing		
* Landscape; i.e. Lawn Seed & Mulch and Plantings <i>are not Included</i> in Our Price		
* Drawings Used: SKS01,SKS02,SKS03 & SKS04; Dated 06/14/24 and ES100; Dated 6/19/24		

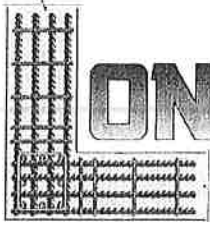
WE ARE PLEASED TO SUBMIT THE ABOVE QUOTATION FOR YOUR CONSIDERATION. SHOULD YOU PLACE AN ORDER, BE ASSURED IT WILL RECEIVE OUR PROMPT ATTENTION. PAYMENT IS EXPECTED WITHIN 30 DAYS OF INVOICE DATE. THIS QUOTATION IS VALID FOR 20 DAYS. THEREAFTER IT IS SUBJECT TO CHANGE WITHOUT NOTICE.

ACCEPTED

DATE

FREDERICK R. BURROWS, JR.

THANK YOU!



LONGHOUSE
CONSTRUCTION
GROUP , LLC

Change Order Request

6476 East Taft Rd East Syracuse NY 13057

PH: 315-455-5616

FX: 315-609-7727

MVBE/DBE Approved

Submitted to:
 Andy- Murnane

July 9, 2024

REF: 0 Rome City Hall, Health Safety

Change Order Request: 4523135-102 Customer Ref: Bulletin 6

PCO No.	Description	Amount
102	Add for Bulletin 6 revision. Delivery included	\$2,362.00

Item Description	Price	M/U %	Extended Price
Subcontracted Material	\$1,512.00	5%	\$1,588.00

Item Description	Quantity	UM	Unit Price	Extended Price
Rebar Labor	8.0	HR	\$96.81	\$774.00

Extended prices rounded to nearest dollar

Attachment:

Approved by: _____

Date: _____

Submitted by:
Emily Abrantes-Weller
Longhouse Construction Group LLC