

Jeffrey M. Lanigan
Mayor

John A. Nash
Common Council
President

Brian Adams
City Treasurer



Gerard F. Feeney
Corporation Counsel

Joseph Guiliano
Commissioner of Public
Works

Eric Seelig
City Clerk

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

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BOARD OF ESTIMATE AND CONTRACT MEETING
REGULAR SESSION

MARCH 27, 2025
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. 58 AUTHORIZING YEAR END BUDGETARY TRANSFER. **Adams**

RES. NO. 59 AUTHORIZING THE CREATION OF ONE (1) POSITION OF POLICE CAPTAIN (AI3120) AND THE DELETION OF ONE (1) POSITION OF POLICE DETECTIVE (AI3120). **James**

RES. NO. 60 AUTHORIZING THE CITY CLERK TO ADVERTISE FOR BIDS FOR THE LINK ROAD CULVERT REPLACEMENT (RFB-2025-002). **Andrews**

RES. NO. 61 AUTHORIZING CHANGE ORDER NO. 1 TO CONTRACT WITH TRM ENVIRONMENTAL CONSULTANTS, LLC, PURSUANT TO ORIGINAL BOARD OF ESTIMATE AND CONTRACT RESOLUTION NO. 130 ADOPTED MAY 23, 2024 (\$46,000.00). **Andrews**

RES. NO. 62 AUTHORIZING CHANGE ORDER NO. 1 TO CONTRACT WITH MJ DAKOTA, INC., PURSUANT TO ORIGINAL BOARD OF ESTIMATE AND CONTRACT RESOLUTION NO. 192 ADOPTED AUGUST 15, 2024 (\$42,132.40). **Andrews**

RES. NO. 63 AUTHORIZING CHANGE ORDER NO. 2 TO CONTRACT WITH MID-STATE ELECTRICAL CONTRACTING, PURSUANT TO ORIGINAL BOARD OF ESTIMATE AND CONTRACT RESOLUTION NO. 156 ADOPTED JULY 27, 2023 (\$248,000.00). **Andrews**

RES. NO. 64 AUTHORIZING MAYOR OF THE CITY OF ROME TO APPROVE THE SALE OF CITY OWNED PARCEL (411 WEST THOMAS STREET) TO BUYER FOR \$4,000.00. **Domenico**

RES. NO. 65 AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO A MEMORADNUM OF UNDERSTANDING WITH THE ROME PHILLIP S. MCDONALD PBA, INC. **White**

7. TABLED RESOLUTIONS

RES. NO. 53 AUTHORIZING AN AMENDMENT TO AGREEMENT WITH NORTHLAND COMMUNICATIONS FOR ADDITIONAL SERVICES. **Guiliano**

8. ADJOURNMENT

RESOLUTION NO. 58

AUTHORIZING YEAR END BUDGETARY TRANSFER.

By _____:

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

REASON: Authorization for Year End Budget Transfers

Authorizing Budgetary Transfer of \$50 into Building’s Service Contract & Repairs (General Fund) Account

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG1620.4121	Building’s: RACC Service Contract & Repairs	\$50

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG1620.412	Building’s: Service Contract & Repairs	\$50

Authorizing Budgetary Transfer of \$10,150 into Property Acquired Account

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG1355.411	Assessor: Dues & Publications	\$10,150

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG1364.418	Property Acquired	\$10,150

Authorizing Budgetary Transfer of \$1,580 into CED’s FICA & Medicare Account

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG8020.153	CED: Overtime	\$1,580

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG8020.801	CED: FICA & Medicare	\$1,580

Authorizing Budgetary Transfer of \$53,300 into Sewer's Salary Account

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
ES9010.811	Sewer: NYS Retirement	\$53,300
<u>TO CODE NO.</u>		<u>AMOUNT</u>
ES8130.151	Sewer: Salary	\$53,300

Authorizing Budgetary Transfer of \$12,600 into Sewer's Legal Fees Account

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
ES8130.801	Sewer: FICA & Medicare	\$12,600
<u>TO CODE NO.</u>		<u>AMOUNT</u>
ES9711.499	Sewer: Legal Fees	\$12,600

Authorizing Budgetary Transfer of \$160,600 into Water Supply's Salary Account

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
EW1950.405	Water: Taxes on Property	\$80,600
<u>FROM CODE NO.</u>		<u>AMOUNT</u>
EW8320.410	Water Supply: Utilities & Fuel	\$80,000
<u>TO CODE NO.</u>		<u>AMOUNT</u>
EW8320.151	Water Supply: Salary	\$160,600

Authorizing Budgetary Transfer of \$9,100 into Refuse Administration's Salary Account

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
EL8160.151	Refuse: Salary	\$9,100
<u>TO CODE NO.</u>		<u>AMOUNT</u>
EL1490.151	Admin: Salary	\$9,100

Seconded by _____.

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

ADOPTED _____ DEFEATED _____

RESOLUTION NO. 59

**AUTHORIZING THE CREATION OF ONE (1) POSITION OF POLICE CAPTAIN (AI3120)
AND THE DELETION OF ONE (1) POSITION OF POLICE DETECTIVE (AI3120).**

By _____:

WHEREAS, it is the recommendation of Kevin James, Chief of Police for the City of Rome, that one (1) position of Police Captain (AI3120) be created and one (1) position of Police Detective (AI3120) be deleted, effective March 27, 2025; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that one (1) position of Police Captain (AI3120) be created and one (1) position of Police Detective (AI3120) be deleted, effective March 27, 2025; and

BE IT FURTHER RESOLVED, that the City Treasurer is authorized to amend the 2025 budget to reflect same.

Seconded by _____.

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

ADOPTED _____ DEFEATED _____

RESOLUTION NO. 60

**AUTHORIZING THE CITY CLERK TO ADVERTISE FOR BIDS
FOR THE LINK ROAD CULVERT REPLACEMENT (RFB-2025-002).**

By _____:

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that the City Clerk is hereby authorized and directed to advertise for bids for the Link Road Culvert Replacement (RFB-2025-002); and

BE IT FURTHER RESOLVED, that such bids shall be returned to the Office of the City Clerk, 1st floor, Rome City Hall, no later than 11:00 a.m. on April 24, 2025, said bids to be opened in the Common Council Chambers, 2nd floor, Rome City Hall, at 11:00 a.m. on the same date and shall be opened by the City of Rome Purchasing Agent, and

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

Seconded by _____.

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

ADOPTED _____ DEFEATED _____

BID ADVERTISEMENT

Sealed proposals will be received by the City Clerk of the City of Rome, New York, until **11:00 a.m. local time April 24, 2025** for the following project:

RFB-2025-002

DR-4625NY City of Rome Disaster Recovery – Link Road Culvert Replacement

PROJECT DESCRIPTION

The project includes the replacement of three 36” diameter corrugated metal pipes with an aluminum box culvert that carries Link Road over Burk Creek in the City of Rome. The Aluminum Box Culvert will have dimensions of 23’-6” span and 8’-6” rise.

Project Location: Rome, New York

Owner: City of Rome

Owner's Representative: Garret Wyckoff
City of Rome
198 Washington St., Rome NY, 13440
315-339-7644
gwyckoff@romecitygov.com

Architect / Engineer: Greenman-Pedersen Inc.
80 Wolf Road, Suite 600
Albany, NY, 12205

Engineer's Representative: Christopher Cornwell, P.E.
Phone: (518) 898-9512
ccornwell@gpinet.com

BID OPENING

Bid will be publicly opened and read aloud at 11:00 a.m., local time, April 24, 2025 at 198 North Washington St., Rome, NY, 13440, Rome City Hall, 2nd Floor, Council Chambers.

BID SUBMITTAL & FORMS

All bids must be received no later than submission deadline listed above. The City of Rome will not accept late bid submissions. Electronic submissions are not permitted for these bidding documents.

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

RFB-2025-002
DR-4625NY City of Rome Disaster Recovery
Link Rod Culvert Replacement
(Bidders Name)

EXAMINATION OF DOCUMENTS

Bid materials can be inspected at the following locations:

- Office of the City Engineer,
Rome City Hall
198 North Washington Street, Rome, NY, 13440

BID MATERIALS

Complete sets of the plans, specifications and bid forms may be obtained on or after April 3, 2025 from:

- <http://www.romenewyork.com/treasurer-purchasing/>
- <https://www.bidnetdirect.com/new-york/city-of-rome>
- <https://www.nyscr.ny.gov/>

Contract documents will **ONLY** be provided digitally. Hard copies, CD's, or other digital media will **NOT** be distributed.

OFFICIAL PLAN HOLDERS LIST

Bidders who intend to submit a bid must call or email to be placed on the official plan holders list.

Contractors that obtain contract documents from a source other than the issuing locations must notify the City of Rome in order to be placed on the official plan holder's list, in order to receive addenda and other bid correspondence. Bids received from contractors other than those on the official plan holder's list will not be accepted.

To be placed on the official plan holders list please contact the Community and Economic Development Department at (315) 339-7643.

ADDENDA

The City will not issue Addenda, nor will its Engineer issue addenda nor respond to bidder's questions five (5) calendar days prior to the scheduled bid opening unless stated bid date is postponed. Any questions shall be addressed by email only prior to this deadline to the Engineers Representative noted above.

PRE-BID CONFERENCE & PROJECT QUESTIONS

No pre-bid conference will be held for this bid. Questions received in writing and orally during the meeting will be added to any official Addendum to be issued.

BID SECURITY

Bids shall be accompanied by money order, certified check, or bid bond in the amount of 5% of the total bid price, payable to the City Treasurer, City of Rome, Rome New York. No bidder may withdraw their bid within sixty (60) calendar days after the actual date of the opening thereof. Incomplete bids will be disqualified.

BID ADVERTISEMENT NOTES

The City of Rome reserves the right to reject any or all proposals or to accept any proposals deemed to be in its best interest.

Eric Seelig,
Rome City Clerk
Board of Estimate & Contract

Legal Date: 3/x/2025

RESOLUTION NO. 61

AUTHORIZING CHANGE ORDER NO. 1 TO CONTRACT WITH TRM ENVIRONMENTAL CONSULTANTS, LLC, PURSUANT TO ORIGINAL BOARD OF ESTIMATE AND CONTRACT RESOLUTION NO. 130 ADOPTED MAY 23, 2024 (\$46,000.00).

By _____:

WHEREAS, the Board of Estimate and Contract of the City of Rome, New York, pursuant to Resolution No. 130 adopted May 23, 2024, authorized a professional services agreement with TRM Environmental Consultants, LLC, for services relative to the Woodhaven Complete Street project; and

WHEREAS, it has been recommended by Matthew Andrews, Deputy Director of Community and Economic Development for the City of Rome, that TRM Environmental Consultants, LLC, be awarded Change Order No. 1, at a total amount not to exceed \$46,000.00, pursuant to the attached documentation which is made part of this Resolution; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that Change Order No. 1 be awarded to TRM Environmental Consultants, LLC, to allow for an increase, at a total amount not to exceed \$46,000.00, pursuant to the attached documentation, which is made part of this Resolution; and

BE IT FURTHER RESOLVED, that the total amount of Change Order No. 1 as described hereinabove shall not to exceed \$46,000.00, increasing the total contract price to \$161,692.67; and

BE IT FURTHER RESOLVED, that Resolution No. 130 shall otherwise remain as originally adopted on May 23, 2024.

Seconded by _____.

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

ADOPTED _____ DEFEATED _____

RESOLUTION NO. 130

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH TRM ENVIRONMENTAL CONSULTANTS (\$115,692.67).

By Nash:

WHEREAS, Matthew Andrews, Deputy Director of the Department of Community and Economic Development for the City of Rome, has recommended that the City of Rome, New York, retain the services of TRM Environmental Consultants, relative to construction inspection for Woodhaven Complete Streets, for a total amount not to exceed \$115,692.67, with a contract term effective upon execution and to expire upon completion of the work; 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 TRM Environmental Consultants, relative to construction inspection for Woodhaven Complete Streets, for a total amount not to exceed \$115,692.67, with a contract term effective upon execution and to expire upon completion of the work, pursuant to the attached Proposal, which is made part of this Resolution.

Seconded by Guiliano.

AYES: Mayor Lanigan, Nash, Feeney, Guiliano, Adams
NAYS: None
ADOPTED: May 23, 2024



Mr. Matthew Andrews, Deputy Director of Community & Economic Development

Rome City Hall

198 North Washington Street
Rome, NY 13440

mandrews@romecitygov.com

January 21, 2025

Project ID: 24-0502

RE: Woodhaven Complete Streets Budget Adjustment

Dear Mr. Andrews:

On behalf of TRM Environmental (TRM), I am pleased to submit to the Deputy Director of Community & Economic Development a revised cost proposal for continued support to the Woodhaven Complete Streets improvements project located in Rome, NY.

TRM is respectfully requesting additional funding to support costs associated with project work that occurred in excess of 40 hours a week by the contractor, twice per week SWPPP inspections being performed, primary responsibility for tracking and reconciling quantity costs to ensure project costs reflect work performed and costs reflect bid awards as well as to be able to continue providing construction management and resident project representative services.

Based on the contractors' most recent schedule for work to be completed in 2025, TRM broke out costs associated with each of the following anticipated tasks: monthly pay app review (6), SWPPP inspections (30), daily field reports (50), project closeout and punch list preparation, and part time (5 hours per day) for the projected nine weeks of work. TRM estimates that this will take \$46,000 to complete with the current rates for the project.

TRM would like to thank you for this opportunity, and we look forward to continuing to support the City of Rome. Please do not hesitate to contact me with any questions or concerns at my office number below.

Sincerely,

Catherine P. Dare

Chief Executive Manager

TRM Environmental

301 N Washington Street

Rome, NY 13440

(315) 334-3140 (direct)

(315) 330-8140 (main)

(866) 540-2927 (fax)

catherine@trmenvconsultants.com

www.trmenvironmental.com

cc: Ken Brault, TRM, kenneth@trmenvconsultants.com
Bryce Dare, TRM, bryce@trmenvconsultants.com

Attachments - Staff Resumes (Dare, Brault)

RESOLUTION NO. 62

**AUTHORIZING CHANGE ORDER NO. 1 TO CONTRACT WITH
MJ DAKOTA, INC., PURSUANT TO ORIGINAL BOARD OF ESTIMATE AND CONTRACT
RESOLUTION NO. 192 ADOPTED AUGUST 15, 2024 (\$42,132.40).**

By _____:

WHEREAS, the Board of Estimate and Contract of the City of Rome, New York, pursuant to Resolution No. 192 adopted August 15, 2024, authorized a professional services agreement with MJ Dakota, Inc., for services relative to the Bellamy Harbor skate Plaza project; and

WHEREAS, it has been recommended by Matthew Andrews, Deputy Director of Community and Economic Development for the City of Rome, that MJ Dakota, Inc., be awarded Change Order No. 1, at a total amount not to exceed \$42,132.40, 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 MJ Dakota, Inc., to allow for an increase, at a total amount not to exceed \$42,132.40, pursuant to the attached documentation, which is made part of this Resolution; and

BE IT FURTHER RESOLVED, that the total amount of Change Order No. 1 as described hereinabove shall not to exceed \$42,132.40, increasing the total contract price to \$869,457.40; and

BE IT FURTHER RESOLVED, that Resolution No. 192 shall otherwise remain as originally adopted on August 15, 2024.

Seconded by _____.

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

ADOPTED _____ DEFEATED _____

RESOLUTION NO. 192

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO AWARD RFB-2024-019
AND ENTER INTO AN AGREEMENT WITH MJ DAKOTA INC.,
FOR AN AMOUNT NOT TO EXCEED \$827,325.00.**

By Feeney:

WHEREAS, Matthew Andrews, Deputy Director of Community and Economic Development for the City of Rome, New York has recommended that the City of Rome, New York, award RFB-2024-019 and enter into an agreement with MJ Dakota Inc., for professional services relating to the City of Rome's Bellamy Harbor Skate Plaza, at an amount not to exceed \$827,325.00, pursuant to the attached proposal; 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 award RFB-2024-019 and enter into an agreement with MJ Dakota Inc., for professional services relating to the City of Rome's Bellamy Harbor Skate Plaza, at an amount not to exceed \$827,325.00, pursuant to the attached proposal, which is made part of this Resolution.

Seconded by Guiliano.

AYES: Nash, Feeney, Guiliano, Adams
NAYS: None
EXCUSED: Mayor Lanigan
ADOPTED: August 15, 2024

M.J. DAKOTA Inc.

General Contractors

Commercial * Industrial

114 North Main Street

Oneida, New York 13421

Office: (315) 280 4494

24Hr: (315) 727-1136

Email: mikedecuffa@midakota.com

January 20, 2025

The City Of Rome
198 N. Washington St.
Rome NY, 13440

ATTN: Patrick Surace

RE: Skate Park, Cost Proposal 06 Additional Rebar

Item 1) Labor, Material, Equipment Costs	\$42,132.40
MJ Dakota breakdown & backup attached	

Subtotal	\$42,132.40
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Total this proposal:	\$42,132.40
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Sincerely,

Dakota DeCuffa

Project Coordinator

MJ Dakota, Inc.

Cc: Mike DeCuffa, President, MJ Dakota, Inc.

JOB : Add rebar
 LOCATION :

START DATE:
 COMPLETION DATE:

ITEM NO.	DESCRIPTION OF ITEM				UNITS	QUANTITY	DAILY OUTPUT
1.00	ADD REBAR				EA	1.00	1.00
LABOR COSTS FROM C-1					SHEET 1	ESTIMATED DAYS	PROPOSED NUMBER OF DAYS
LABOR DESCRIPTION	NUMBER OF MEN	HOURLY WAGE	STRAIGHT TIME HOURS	TIME & 1/2 HOURS	35% BURDEN \$	LABOR TOTALS	Quantity/Output
LH	2.00	\$ 88.00	24.00		\$ 1,478.40	\$ 5,702.40	By Estimator
OH	1.00	\$ 98.00	24.00		\$ 823.20	\$ 3,175.20	3.0
		\$ -			\$ -	\$ -	HOURS IN THE DAY FROM C-1
		\$ -			\$ -	\$ -	8.00
		\$ -			\$ -	\$ -	STRAIGHT TIME HOURS
		\$ -			\$ -	\$ -	24.00
		\$ -			\$ -	\$ -	OVERTIME HOURS
		\$ -			\$ -	\$ -	TOTAL MANHOURS
		\$ -			\$ -	\$ -	72.0
		\$ -			\$ -	\$ -	PER DIEM PER MAN PER DAY
		\$ -			\$ -	\$ -	NUMBER OF DAYS
		\$ -			\$ -	\$ -	3.00
EQUIPMENT COSTS FROM C-1					NET COST LABOR	\$ 8,877.60	FROM C-1
EQUIPMENT DESCRIPTION	NUMBER OF MACHINES	HOURLY RATE	NUMBER OF HOURS	SURCHARGE PERCENTAGE	SURCHARGE AMOUNT	EQUIPMENT TOTALS	HOURS IN EQUIPMENT DAY
SS	1.00	\$ 35.00	24.00		\$ -	\$ 840.00	8.00
		\$ -			\$ -	\$ -	NUMBER OF EQUIPMENT
		\$ -			\$ -	\$ -	24.0
		\$ -			\$ -	\$ -	HOURS FOR ITEM
		\$ -			\$ -	\$ -	FUEL SURCHARGE
		\$ -			\$ -	\$ -	TOTAL EQUIPMENT HOURS
		\$ -			\$ -	\$ -	24.00
		\$ -			\$ -	\$ -	GO TO
		\$ -			\$ -	\$ -	GO TO
		\$ -			\$ -	\$ -	QUANTITIES
		\$ -			\$ -	\$ -	C-1
SUB-CONTRACTOR COSTS ENTER BELOW					NET COST EQUIPMENT	\$ 840.00	
SUB-CONTRACTOR	UNIT	COST	QUANTITY	NO. OF ITEMS		SUB TOTALS	MARKUP FOR PROFIT
						\$ -	LABOR
						\$ -	10.0% \$ 887.76
						\$ -	EQUIPMENT
						\$ -	10.0% \$ 84.00
						\$ -	SUB-CONTRACTOR
						\$ -	10.0% \$ -
						\$ -	MATERIALS
						\$ -	10.0% \$ 2,510.26
MATERIAL COSTS ENTER BELOW					TOTAL COST SUBCONTRACT	\$ -	
MATERIALS & MISCELLANEOUS ITEMS	UNIT	QUANTITY	COST			MATERIAL TOTALS	TOTAL PROFIT
REBAR	EA	1.00	\$ 7,080.00			\$ 7,080.00	\$ 3,482.02
FOAM	EA	1.00	\$ 572.56			\$ 572.56	
MISC	EA	1.00	\$ 1,200.00			\$ 1,200.00	
C CHANNEL	FT	325.00	\$ 50.00			\$ 16,250.00	
						\$ -	MARK UP FOR OVERHEAD
						\$ -	LABOR
						\$ -	10.0% \$ 976.54
						\$ -	EQUIPMENT
						\$ -	10.0% \$ 92.40
						\$ -	SUBCONTRACTOR
						\$ -	10.0% \$ -
						\$ -	MATERIALS
						\$ -	10.0% \$ 2,761.28
						\$ -	TOTAL OVERHEAD
						\$ -	\$ 3,830.22
						\$ -	SHEET 1
GO TO	GO TO	GO TO	NET MATERIALS FROM ABOVE			\$ 25,102.56	SALES TAX MATERIALS ONLY
Materials 1-25	Flatwork Summary	Pipe Summary	NET MATERIALS FROM FLATWORK WORKSHEET			\$ -	SALES TAX \$ SALES TAX %
	GO TO	GO TO	NET MATERIALS FROM PIPE WORKSHEETS			\$ -	
	SUMMARY	QUOTE	TOTAL NET MATERIALS INCLUDING SALES TAX			\$ 25,102.56	
DESCRIPTION	UNIT	QUANTITY	LABOR	EQUIPMENT	SUBCONTRACTOR	MATERIALS	TOTAL
ADD REBAR	EA	1.00	\$ 10,741.90	\$ 1,016.40	\$ -	\$ 30,374.10	\$ 42,132.40
		BID UNIT COSTS	\$ 10,741.90	\$ 1,016.40	\$ -	\$ 30,374.10	\$ 42,132.40
						Adjusted Bid	\$ 42,132.40
						Diference	
		NET COSTS	\$ 8,877.60	\$ 840.00	\$ -	\$ 25,102.56	\$ 34,820.16
		NET UNIT COSTS	\$ 8,877.60	\$ 840.00	\$ -	\$ 25,102.56	\$ 34,820.16

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PROJECT: BELLAMY SKATE PARK

HERTEL STEEL INC.

REQUEST FOR CHANGE ORDER

6675 PICKARD DRIVE
 SYRACUSE, NY 13211
 PHONE: (315) 454-5569
 EMAIL: ESTIMATING@HERTELSTEEL.COM
 www.hertelsteel.com

PAGE 1 of 1

DATE 12/10/2024

PROJECT BELLAMY SKATE PARK

LOCATION ROME, NY

FILE NAME CMJDBEL - DA

ITEM	MATERIALS DESCRIPTION	UNITS (LBS/SF)	PRICE	TOTALS
1)	FABRICATED REBAR STEPS & SLABS	8600	\$0.70	\$6,020.00
2)	SHOP DRAWINGS REVISIONS	1	\$150.00	\$150.00
3)	DELIVERY	1	\$385.00	\$385.00
4)				\$0.00
5)				\$0.00
6)				\$0.00
7)				\$0.00
8)				\$0.00
SUBTOTAL MATERIALS				\$6,555.00
ONONDAGA COUNTY 8% SALES TAX				\$524.40
ITEM	FIELD INSTALLATION	UNITS (LBS/SF)	PRICE	TOTALS
1)				\$0.00
2)				\$0.00
SUBTOTAL LABOR				\$0.00
SUBTOTAL MATERIALS				\$7,079.40
PROJECT TOTALS				\$7,079.40

DRAWING DATUM/NOTES :

REVISED DRAWINGS SENT ON 12-9-24

1) QUOTE FABRICATED REBAR FOR REVISED BAR SIZE AND SPACING.

ESCALATION CLAUSE APPLICABLE

C/O ACCEPTED BY:

NAME: _____

TITLE: _____

DATE: _____

12/10/2024

SALES TAX IS INCLUDED IN THIS PROPOSAL. A SALES TAX EXEMPT CERTIFICATE IS REQUIRED OR SALES TAX SHALL BE CHARGED. PLEASE NOTE SALES TAX IS CALCULATED AT THE ONONDAGA COUNTY RATE OF 8 %. SALES TAX WILL BE ADJUSTED PER THE DELIVERIES JURISDICTION, MATERIAL AND/OR LABOR RATES AND TOTALS AS LISTED ABOVE ARE TO BE CONSIDERED VALID FOR A PERIOD OF (0) DAYS FROM DATE ON QUOTE, AT WHICH TIME HERTEL STEEL INC. RESERVES THE RIGHT TO CHANGE EITHER RATES AND/OR TOTALS. ADDITIONAL DELIVERIES SHALL BE CHARGED. THE PREPARATION OF PLACING DRAWINGS SHALL BE CHARGED SEPARATELY IF REQUIRED.

ALLOW 10 TO 14 WORKING DAYS FOR THE PREPARATION OF PLACING DRAWINGS. HERTEL STEEL INC. RESERVES THE RIGHT TO CHARGE FOR ADDITIONAL WORK AND COSTS INCURRED BECAUSE OF ERRORS OR OMISSIONS BY THE ARCHITECT, ENGINEER, OR CONTRACTOR. FOR MATERIAL ONLY PROJECTS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL UNLOADING OF MATERIALS. HERTEL STEEL INC. RESERVES THE RIGHT TO WITHDRAW ANY OR ALL PARTS OF THIS QUOTATION AT ANY TIME, AND TERMINATE WORK IF CONTRACTOR AT ANY TIME HAS BALANCES PAST DUE TO HERTEL STEEL INC.

ANY DRILLING, WELDING OR GROUTING OF BAR IS TO BE DONE BY THE CONTRACTOR NOT HERTEL STEEL. WHEN HERTEL STEEL IS FIELD PLACING REBAR, REBAR CAPS & CONTAINERS WILL BE SUPPLIED. IF THE CAPS ARE NOT RETURNED TO HERTEL STEEL, THE CONTRACTOR MUST PAY FAIR MARKET VALUE FOR ALL MISSING ITEMS.

IF QUOTE IS NOT ACCEPTED IN IT'S ENTIRETY, PRICES ARE SUBJECT TO REVIEW.

DATE:

RESOLUTION NO. 63

AUTHORIZING CHANGE ORDER NO. 2 TO CONTRACT WITH MID-STATE ELECTRICAL CONTRACTING, PURSUANT TO ORIGINAL BOARD OF ESTIMATE AND CONTRACT RESOLUTION NO. 156 ADOPTED JULY 27, 2023 (\$248,000.00).

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, the Board of Estimate and Contract adopted Resolution No. 232 on October 24, 2024, authorizing Change Order No. 1 to allow for an increase, at a total contract price of \$908,450.57; 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. 2 for a total amount not to exceed \$248,000.00, pursuant to the attached documentation which is made part of this Resolution; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that Change Order No. 2 be awarded to Mid-State Electrical Contracting, to allow for an increase of \$248,000.00, pursuant to the original agreement; and

BE IT FURTHER RESOLVED, that the total amount of Change Order No. 2 as described hereinabove shall be an amount not to exceed \$248,000.00, increasing the total contract price to \$1,156,450.57; 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) 273-0003

Rome City Hall Green lighting phase 2

Electrical scope

2/6/2025

Scope of work:

- Labor and material as follows
- Scope 1: Complete lighting project completed as shown in plans
- 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
- On site dumpsters
- Fire alarm system programming
- Patching and painting
- Ceiling repair
- Sheetrock, block, and brick repair
- Porta-johns
- Excavating
- Concrete bases for lights

Scope Bid 1: \$248,000



2

Andrew Halladay President

Tanner Bishton Project Manager

Office: 315-273-0003

andrewhalladay@mid-stateelectricalcontracting.com

MSEC will provide invoices by the 20th of every month for work completed to date. All payments will be made on a **net 30** terms. Failure to pay on time will result in MSEC removing manpower from site or an interest charge of 1.5% per day to be applied.

RESOLUTION NO. 64

**AUTHORIZING MAYOR OF THE CITY OF ROME TO APPROVE
THE SALE OF CITY OWNED PARCEL (411 WEST THOMAS STREET)
TO BUYER FOR \$4,000.00.**

By _____:

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

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

BE IT RESOLVED, that the Mayor of the City of Rome is authorized to convey a parcel at 411 West Thomas Street (Tax Map No. 242.033-0002-022) to buyer listed in Exhibit A, and;

BE IT FURTHER RESOLVED, by the Board of Estimate and Contract of the City of Rome that it approves and confirms the sale and conveyance of a parcel on 411 West Thomas Street (Tax Map No. 242.033-0002-022) to the buyer listed in Exhibit A for the monetary consideration of \$4,000.00, said conveyance to take place following the contingencies hereinafter set forth, and;

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

Seconded by _____.

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

ADOPTED _____ DEFEATED _____

EXHIBIT "A"

TAX MAP NO: 242.033-0002-022
PROPERTY ADDRESS: 411 West Thomas Street
CONSIDERATION: \$4,000.00
BUYER: James DeHart

JEFFREY M. LANIGAN
Mayor

MARK DOMENICO
Director



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

Memo

To: City of Rome Common Council

Date: March 17, 2025

From: Nick Facciolo

Re: Permission for the City of Rome to enter into a **direct sale** agreement with James DeHart for 411 W. Thomas St, tax map ID #242.033-0002-022, per the recommendation of the Real Property Committee. The purchase offer is \$4,000 and there is no rehabilitation period.

Message:

The Real Property Committee has voted to recommend that the City of Rome Common Council consider approval to enter into a **direct sale** agreement with James DeHart to purchase a parcel located at 411 W. Thomas St. City Treasurer and Codes have verified that the proposer does not have outstanding taxes or codes issues on other properties in the City of Rome.

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

JEFFREY M. LANIGAN
Mayor

MARK DOMENICO
Director



DEPARTMENT OF CODE ENFORCEMENT
ROME CITY HALL, 198 N. WASHINGTON STREET
ROME, NEW YORK 13440-5815
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Real Property Due Diligence Summary

PROPERTY SUMMARY	
Address	411 W. Thomas St.
Tax Map Number	242.033-0002-022
Parcel Description	Lot 36 X 200
Parcel Zoning	R-2
Ward Councilor	R. Smith
Date of City Ownership	6/29/2023
DUE DILIGENCE CATEGORY	STATUS
Project Description	Purchase of vacant lot to adjoin property
Proposer Name	James DeHart
Proposed Time Frame	N/A
Proposed Price	\$4,000
Proposer Codes Violations	Codes history has been checked and deemed acceptable for consideration by the common council
Proposer Financial Viability	Financial background has been checked and deemed appropriate for consideration by Common Council
Background Check Performed	Not performed
Special Considerations	None

PROPERTY REHABILITATION REQUIREMENTS

SPECIFIC PROPOSAL BASED REQUIREMENTS

- **None**

GENERAL REQUIREMENTS

- 1. Premises must comply with Property Maintenance Code of New York State**
- 2. Use of parcel must comply with Rome Code of Ordinances in accordance with current zoning or a use variance must be applied for and granted through the Zoning Board of Appeals for intended use**
- 3. A building permit will be obtained from the City of Rome Code Enforcement Department prior to signing the rehabilitation agreement**
- 4. Any plumbing repairs, modifications or installations will required a plumbing permit from the City of Rome**
- 5. A third party electrical inspection will be required for any electrical work**
- 6. Installation of parking area or driveways must be of hard surface (concrete, asphalt or paver tiles) and have pre-approval of application of driveway permit form city engineer's office**
7. All vacant structures and premises thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.
8. All exterior property and premises shall be maintained in a clean, safe and sanitary condition.
9. All premises shall be graded and maintained to prevent the erosion of soil and to prevent the accumulation of stagnant water thereon, or within any structure located thereon.
10. All sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair, and maintained free from hazardous conditions.
11. All premises and immediate exterior property shall be maintained free from weeds or plant growth in excess of 10 inches (254 mm). All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.
12. All structures and exterior property shall be free from rodent harborage and infestation. Where rodents are found, they shall be promptly exterminated by approved processes which will not be injurious to human health. After extermination, proper precautions shall be taken to eliminate rodent harborage and prevent reinfestation.
13. Pipes, ducts, conductors, fans or blowers shall not discharge gases, steam, vapor, hot air, grease, smoke, odors or other gaseous or particulate wastes directly upon abutting or adjacent public or private property or that of another tenant.
14. All accessory structures, including detached garages, fences and walls, shall be structurally sound and in good repair.

EXTERIOR STRUCTURE

15. The exterior of a structure shall be in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.
16. All exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences shall be in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. All siding and masonry joints as well as those between the building envelope and the perimeter of windows, doors, and skylights shall be maintained weather resistant and water tight. All metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion and all surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.
17. Building shall have approved address numbers placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be a minimum of 4 inches (102 mm) high with a minimum stroke width of 0.5 inch (12.7 mm).
18. All structural members shall be free from deterioration, and shall be capable of safely supporting the imposed dead and live loads.

19. All foundation walls shall be plumb and free from open cracks and breaks and shall be kept in such condition so as to prevent the entry of rodents and other pests.
20. All exterior walls shall be free from holes, breaks and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration.
21. The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.
22. All cornices, belt courses, corbels, terra cotta trim, wall facings and similar decorative features shall be maintained in good repair with proper anchorage and in a safe condition.
23. Every exterior stairway, deck, porch and balcony, and all appurtenances attached thereto, shall be structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads.
24. All chimneys, cooling towers, smoke stacks, and similar appurtenances shall be structurally safe and sound, and in good repair. All exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.
25. Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.
26. Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight. All glazing materials shall be maintained free from cracks and holes. Every window, other than a fixed window, shall be easily openable and capable of being held in position by window hardware.
27. All exterior doors, door assemblies and hardware shall be in good condition.
28. Every basement hatchway shall prevent the entrance of rodents, rain and surface drainage water.
29. Every basement window that is openable shall be supplied with rodent shields, storm windows or other approved protection against the entry of rodents.

INTERIOR STRUCTURE

30. The interior of a structure and equipment therein shall be in good repair, structurally sound and in a sanitary condition. Every occupant shall keep that part of the structure which such occupant occupies or controls in a clean and sanitary condition. Every owner of a structure containing a rooming house, housekeeping units, a hotel, a dormitory, two or more dwelling units or two or more nonresidential occupancies, shall maintain, in a clean and sanitary condition, the shared or public areas of the structure and exterior property.
31. All structural members shall be structurally sound, and be capable of supporting the imposed loads.
32. All interior surfaces, including windows and doors, shall be in good, clean and sanitary condition. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered. Cracked or loose plaster, decayed wood, and other defective surface conditions shall be corrected.
33. Every stair, ramp, landing, balcony, porch, deck or other walking surface shall be in sound condition and good repair.
34. Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.
35. Every interior door shall fit reasonably well within its frame and shall be capable of being opened and closed by being properly and securely attached to jambs, headers or tracks as intended by the manufacturer of the attachment hardware.
36. All structures shall be kept free from insect and rodent infestation. All structures in which insects or rodents are found shall be promptly exterminated by approved processes that will not be injurious to human health. After extermination, proper precautions shall be taken to prevent reinfestation.
37. Every habitable space shall have at least one window of approved size facing directly to the outdoors or to a court. The minimum total glazed area for every habitable space shall be 8 percent of the floor area of such room. Wherever walls or other portions of a structure face a window of any room and such obstructions are located less than 3 feet (914 mm) from the window and extend to a level above that of the ceiling of the room, such window shall not be deemed to face directly to the outdoors nor to a court and shall not be included as contributing to the required minimum total window area for the room.

EXCEPTION: Where natural light for rooms or spaces without exterior glazing areas is provided through an adjoining room, the unobstructed opening to the adjoining room shall be at least 8 percent of the floor area of the interior room or space, but not less than 25 square feet (2.33 m²). The exterior glazing area shall be based on the total floor area being served.

38. Every common hall and stairway in residential occupancies, other than in one-and two-family dwellings, shall be lighted at all times with at least a 60-watt standard incandescent light bulb for each 200 square feet (19 m²) of floor area or equivalent illumination, provided that the spacing between lights shall not be greater than 30 feet (9144 mm). In other

than residential occupancies, means of egress, including exterior means of egress stairways shall be illuminated at all times the building space served by the means of egress is occupied with a minimum of 1 footcandle (11 lux) at floors, landings and treads.

39. All other spaces shall be provided with natural or artificial light sufficient to permit the maintenance of sanitary conditions, and the safe occupancy of the space and utilization of the appliances, equipment and fixtures.
40. Every habitable space shall have at least one openable window. The total openable area of the window in every room shall be equal to at least 45 percent of the minimum glazed area

EXCEPTION: Where rooms and spaces without openings to the outdoors are ventilated through an adjoining room, the unobstructed opening to the adjoining room shall be at least 8 percent of the floor area of the interior room or space, but not less than 25 square feet (2.33 m²). The ventilation openings to the outdoors shall be based on a total floor area being ventilated.

41. Every bathroom and toilet room shall comply with the ventilation requirements for habitable spaces, except that a window shall not be required in such spaces equipped with a mechanical ventilation system. Air exhausted by a mechanical ventilation system from a bathroom or toilet room shall discharge to the outdoors and shall not be recirculated.
42. A habitable room, other than a kitchen, shall not be less than 7 feet (2134 mm) in any plan dimension. Kitchens shall have a clear passageway of not less than 3 feet (914 mm) between counterfronts and appliances or counterfronts and walls.
43. Habitable spaces, hallways, corridors, laundry areas, bathrooms, toilet rooms and habitable basement areas shall have a clear ceiling height of not less than 7 feet (2134 mm).

EXCEPTIONS:

- In one-and two-family dwellings, beams or girders spaced not less than 4 feet (1219 mm) on center and projecting not more than 6 inches (152 mm) below the required ceiling height.
 - Basement rooms in one-and two-family dwellings occupied exclusively for laundry, study or recreation purposes, having a ceiling height of not less than 6 feet 8 inches (2033 mm) with not less than 6 feet 4 inches (1932 mm) of clear height under beams, girders, ducts and similar obstructions.
 - Rooms occupied exclusively for sleeping, study or similar purposes and having a sloped ceiling over all or part of the room, with a clear ceiling height of at least 7 feet (2134 mm) over not less than one-third of the required minimum floor area. In calculating the floor area of such rooms, only those portions of the floor area with a clear ceiling height of 5 feet (1524 mm) or more shall be included.
44. Every bedroom occupied by one person shall contain at least 70 square feet (6.5 m²) of floor area, and every bedroom occupied by more than one person shall contain at least 50 square feet (4.6 m²) of floor area for each occupant thereof.
 45. Bedrooms shall not constitute the only means of access to other bedrooms or habitable spaces and shall not serve as the only means of egress from other habitable spaces.
 46. All spaces to be occupied for food preparation purposes shall contain suitable space and equipment to store, prepare and serve foods in a sanitary manner. There shall be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage.
 47. Every dwelling unit shall contain its own bathtub or shower, lavatory, water closet and kitchen sink which shall be maintained in a sanitary, safe working condition. The lavatory shall be placed in the same room as the water closet or located in close proximity to the door leading directly into the room in which such water closet is located. A kitchen sink shall not be used as a substitute for the required lavatory.
 48. All plumbing fixtures shall be properly installed and in working order, and shall be kept free from obstructions, leaks and defects and be capable of performing the function for which such plumbing fixtures are designed. All plumbing fixtures shall be maintained in a safe, sanitary and functional condition. Plumbing fixtures shall have adequate clearances for usage and cleaning.

WATER SYSTEM

49. Every sink, lavatory, bathtub or shower, drinking fountain, water closet or other plumbing fixture shall be properly connected to either a public water system or to an approved private water system. All kitchen sinks, lavatories, laundry facilities, bathtubs and showers shall be supplied with hot or tempered and cold running water in accordance with the *Plumbing Code of New York State*.
50. The water supply shall be maintained free from contamination, and all water inlets for plumbing fixtures shall be located above the flood-level rim of the fixture. Shampoo basin faucets, janitor sink faucets, and other hose bibs or faucets to which hoses are attached and left in place, shall be protected by an approved atmospheric-type vacuum breaker or an approved permanently attached hose connection vacuum breaker.
51. The water supply system shall be installed and maintained to provide a supply of water to plumbing fixtures, devices and appurtenances in sufficient volume and at pressures adequate to enable the fixtures to function properly, safely, and free from defects and leaks.
52. Water heating facilities shall be properly installed, maintained and capable of providing an adequate amount of water to be drawn at every required sink, lavatory, bathtub, shower and laundry facility at a temperature of not less than 120°F (49°C). A fuel-burning water heater shall not be located in any bathroom, toilet room, bedroom or other occupied room normally kept closed, unless adequate combustion air is provided. An approved combination temperature and pressure-relief valve and relief valve discharge pipe shall be properly installed and maintained on water heaters.
53. All plumbing fixtures shall be properly connected to either a public sewer system or to an approved private sewage disposal system. Every plumbing stack, vent, waste and sewer line shall function properly and be kept free from obstructions, leaks and defects.
54. Drainage of roofs and paved areas, yards and courts, and other open areas on the premises shall not be discharged in a manner that creates a public nuisance.

MECHANICAL AND ELECTRICAL REQUIREMENTS

55. Heating facilities shall be provided in structures as required by this section.
56. Dwellings shall be provided with heating facilities capable of maintaining a room temperature of 65°F (18°C) in all habitable rooms, bathrooms and toilet rooms based on the winter design dry-bulb temperature for the locality indicated in Table E302.1 of the *Energy Conservation Construction Code of New York State*. Cooking appliances shall not be used to provide space heating to meet the requirements of this section.
57. Every owner and operator of any building who rents, leases or lets one or more dwelling unit, rooming unit, dormitory or guestroom on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat during the period from September 15th to May 31st to maintain a temperature of not less than 65°F (18°C) in all habitable rooms, bathrooms, and toilet rooms.

EXCEPTION: When the outdoor temperature is below the winter design dry-bulb temperature for the locality, maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full design capacity.

58. Indoor occupiable work spaces shall be supplied with heat during the period from September 15th to May 31st to maintain a temperature of not less than 65°F (18°C) during the period the spaces are occupied.

EXCEPTIONS:

- Processing, storage and operation areas that require cooling or special temperature conditions.
- Areas in which persons are primarily engaged in vigorous physical activities.
- The required room temperatures shall be measured 3 feet (914 mm) above the floor near the center of the room and 2 feet (610 mm) inward from the center of each exterior wall.

MECHANICAL EQUIPMENT

59. All mechanical appliances, fireplaces, solid fuel-burning appliances, cooking appliances and water heating appliances shall be properly installed and maintained in a safe working condition, and shall be capable of performing the intended function.
60. All fuel-burning equipment and appliances shall be connected to an approved chimney or vent.

EXCEPTION: Fuel-burning equipment and appliances which are labeled for unvented operation.

61. All required clearances to combustible materials shall be maintained.
62. All safety controls for fuel-burning equipment shall be maintained in effective operation.
63. A supply of air for complete combustion of the fuel and for ventilation of the space containing the fuel-burning equipment shall be provided for the fuel-burning equipment.
64. Devices intended to reduce fuel consumption by attachment to a fuel-burning appliance, to the fuel supply line thereto, or to the vent outlet or vent piping there from, shall not be installed unless labeled for such purpose and the installation is specifically approved.

ELECTRICAL FACILITIES

65. The size and usage of appliances and equipment shall serve as a basis for determining the need for additional facilities in accordance with Chapter 27 of the *Building Code of New York State*.
66. Where it is found that the electrical system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, improper fusing, insufficient receptacle and lighting outlets, improper wiring or installation, deterioration or damage, or for similar reasons, the defects shall be corrected to eliminate the hazard.

ELECTRICAL EQUIPMENT

67. All electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and approved manner.
68. Every habitable space in a dwelling shall contain at least two separate and remote receptacle outlets. Every laundry area shall contain at least one grounded-type receptacle or a receptacle with a ground fault circuit interrupter. Every bathroom and kitchen shall contain at least one receptacle with ground fault circuit interrupter protection.
69. Every public hall, interior stairway, toilet room, kitchen, bathroom, laundry room, boiler room and furnace room shall contain at least one electric lighting fixture.

FIRE SAFETY REQUIREMENTS

70. A safe, continuous and unobstructed path of travel shall be provided from any point in a building or structure to the public way. Means of egress shall comply with the *Fire Code of New York State*.
71. The required width of aisles in accordance with the *Fire Code of New York State* shall be unobstructed.
72. All means of egress doors shall be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort, except where the door hardware conforms to that permitted by the *Fire Code of New York State*.
73. Required emergency escape openings shall be maintained in accordance with the code in effect at the time of construction, and the following: Required emergency escape and rescue openings shall be operational from the inside of the room without the use of keys or tools. Bars, grilles, grates, or similar devices are permitted to be placed over emergency escape and rescue openings provided the minimum net clear opening size complies with the code that was in effect at the time of construction, and such devices shall be releasable or removable from the inside without the use of a key, tool, or force greater than that which is required for normal operation of the escape and rescue opening.
74. The required fire-resistance rating of fire-resistance-rated walls, fire stops, shaft enclosures, partitions and floors shall be maintained.
75. Required opening protectives shall be maintained in an operative condition. All fire and smokestop doors shall be maintained in operable condition. Fire doors and smoke barrier doors shall not be blocked or obstructed or otherwise made inoperable.

FIRE PROTECTION SYSTEMS

76. All systems, devices and equipment to detect a fire, actuate an alarm, or suppress or control a fire or any combination thereof shall be maintained in an operable condition at all times in accordance with the *Fire Code of New York State*.
77. Smoke alarms shall be installed and maintained regardless of occupant load at all of the following locations:
- On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of bedrooms.
 - In each room used for sleeping purposes.
 - In each story within a dwelling unit, including basements and cellars but not including crawl spaces and uninhabitable attics. In dwellings or dwelling units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.
78. Single-or multiple-station smoke alarms shall be installed in other groups in accordance with the *Fire Code of New York State*.
79. Single-station smoke alarms shall receive their primary power from the building wiring, provided that such wiring is served from a commercial source, and is equipped with a battery backup. Smoke alarms shall emit a signal when the batteries are low. Wiring shall be permanent and without a disconnecting switch other than as required for overcurrent protection.
80. Where more than one smoke alarm is required to be installed within an individual dwelling unit, the smoke alarms shall be interconnected in such a manner that the activation of one alarm will activate all of the alarms in the individual unit. The alarm shall be clearly audible in all bedrooms over background noise levels with all intervening doors closed.

**PROPOSAL TO PURCHASE PROPERTY ACQUIRED
BY THE CITY OF ROME THROUGH TAX FORECLOSURE**

Date of Proposal: 2/6/2025

Name(s): James W DeHart
Address: 8 Turner Ridge Rd
Marlborough, MA 01752
Tel No.: 508-952-0844
E-mail dehartjw@gmail.com
Contact Name of Business Applicant _____

Mailing Address: _____
(if different from above) _____

Location of subject property: 411 W Thomas St
Tax map number: 242.033-0002-022

What is your intended use of the property? Examples could include primary residence/owner occupied, rental real estate, investment or commercial/business, parking, etc?

Own neighboring property 409 W Thomas St. Rome, NY 13440

Is your proposed use of the property compliant with applicable zoning regulations? Yes No
If unknown, contact City of Rome Zoning Officer for determination.

Complete Attached Rehabilitation Estimate and Schedule

Provide a detailed estimate of the financial cost associated with the acquisition and rehabilitation of the property, including sums anticipated for each of the following, as may be applicable: (1) purchase price; (2) legal fees and disbursements; (3) abstract searches and/or title insurance; (4) itemized statement of rehabilitation expenses (attach a separate sheet if necessary.)

- (1) Purchase price: \$4000
- (2) Legal fees and disbursements: unknown
- (3) Cost of insurance, naming the City of Rome as an additional insured. The amounts of such insurance shall be in the sum of five hundred thousand dollars (\$500,000) for personal injury/general liability and five hundred thousand dollars (\$500,000) for property damage/fire loss, or, in the alternative, blanket coverage for five hundred thousand dollars (\$500,000). Note: insurance premiums may vary. Please check with your Insurance Company as to your specific policy premiums. N/A
- (4) Abstract searches and/or title insurance: N/A
- (5) Rehabilitation expenses: N/A

Total Estimate of Investment: \$4000

Indicate the source of the funds you intend to utilize for the project and indicate when those funds will be available, i.e. bank funds, home equity loan, personal loan. The City of Rome reserves the right to request proof of funds to complete the project.

Personal Checking

You are responsible for any and all liens and mortgages against the property other than City of Rome taxes, Oneida county taxes and City of Rome School District taxes prior to the signing of the rehabilitation agreement.

You are encouraged to check with the Oneida County Commissioner of Finance, the appropriate school district, legal counsel or title Search Company to determine whether there are any outstanding tax liens or other liens assessed against the property.

Any other pertinent information (add additional sheet as required):

Are you a City of Rome employee?

No

I understand that if my proposal is accepted, I will be responsible for the amount equivalent of the prorated tax burden (City, School and County) on the property from the date I sign the rehabilitation agreement and due at closing.

JP Initial

I understand that if my proposal is accepted, I am required to obtain and maintain during the term of the rehabilitation, a policy of general liability insurance, written by one or more insurance carriers licensed to do business in the State of New York. The liability coverage of such insurance shall not be less than Five Hundred Thousand Dollars (\$500,000), per occurrence, for bodily injury and death, and/or property damage, or minimum general aggregate coverage of Five Hundred Thousand Dollars (\$500,000).

JP Initial

I understand that if my proposal is accepted, I am required to present funds in the amount of 25% of my proposed price (100% if a vacant lot) at the time of signing my rehabilitation agreement.

JP Initial

I understand that if my proposal is accepted and I fail to perform or observe any of the terms of my rehabilitation agreement, any investment in or improvement to the property and any down payment will be forfeited.

JP Initial

I understand that the proposed price is not the only factor involved in evaluating my proposal. Impact to the community, resources to complete my proposed rehabilitation plan, code violation history and tax payment status of other properties owned within the City of Rome are also factors of consideration.

JP Initial

I understand that property will not be sold to anyone with delinquent City of Rome, Oneida County or City of Rome School District taxes.

JP Initial

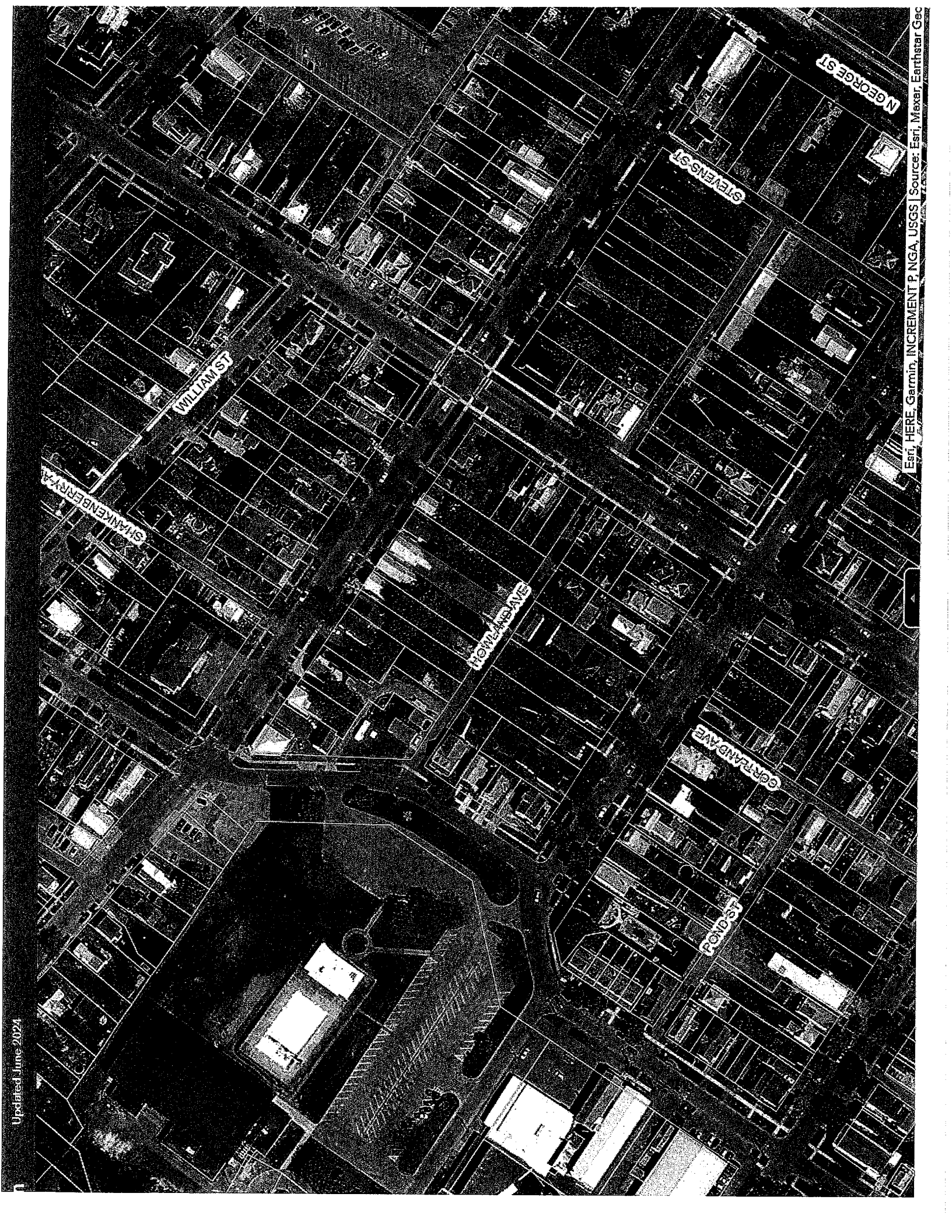
I understand that work cannot commence on any property until a rehabilitation agreement is signed, a building permit is issued and requisite boards (Zoning Board of Appeals, Planning Board, etc.) render an approval

JP Initial

Signature of Applicant

James DeHart

Date 2/6/2025



Updated June 2024

Esri, HERE, Garmin, INCREMENT P, NGA, USGS | Source: Esri, Maxar, Earthstar Gec



242.033-0002-022
City Of Rome
411 W Thomas St

301301 Rome NY
Roll Year: 2025 Curr Yr
Land Size: 0.17 acres

Active R/S: 1 School: Rome School D
Res vac land Land AV: 3,500
Total AV: 3,500



- Parcel 242.033-0002-022
 - History
 - Assessment
 - Exempt(s)
 - Description
 - Owner(s)
 - Images
 - Gis
 - Site (1) Res
 - Land(s)
 - Valuation
 - Sale06/29/23
 - Notes
 - Sale09/25/09
 - Notes
 - Site (1) Res
 - Land(s)
 - Bldg
 - Imprvmt(s)
 - Valuation
 - Sale04/21/08
 - Site (1) Res
 - Land(s)
 - Bldg
 - Imprvmt(s)
 - Valuation
 - Sale11/27/07
 - Site (1) Res
 - Land(s)
 - Bldg
 - Imprvmt(s)
 - Valuation
 - Sale08/09/07
 - Site (1) Res
 - Land(s)
 - Bldg
 - Imprvmt(s)
 - Valuation
 - Sale03/17/05
 - Site (1) Res
 - Land(s)
 - Bldg
 - Imprvmt(s)
 - Valuation
 - Sale03/17/05
 - Site (1) Res
 - Land(s)
 - Bldg
 - Imprvmt(s)
 - Valuation
 - Sale01/06/04
 - Site (1) Res
 - Land(s)
 - Bldg
 - Imprvmt(s)

Owner	Tax Bill Mailing Address	3rd Party Address	Bank
Total 1 Owners. To open, click the appropriate row (Right Click to Add)			
City Of Rome			
Last Name / Company: <input type="text"/> First Name: <input type="text"/> MI: <input type="text"/> Jr., Sr., etc: <input type="text"/>			
City Of Rome			
Attention To / In Care Of:		Additional Address:	
<input type="text"/>		<input type="text"/>	
Street No:	Prefix Dir:	Street / Rural Route:	St Suffix: Post Dir: UnitName: Unit No:
		City Hall	
Po.Box No:	City/Town:	State:	Zip Code:
	Rome	NY	13440
Country: enter if not "USA"	Bar Cd:	Ownership: e.g. Life Use	Owner Type:
			P - Primary
Owner's Primary Residence			
<input type="text"/>			

RESOLUTION NO. 65

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO
ENTER INTO A MEMORADNUM OF UNDERSTANDING WITH
THE ROME PHILLIP S. MCDONALD PBA, INC.**

By _____:

WHEREAS, Kenneth White, Commissioner of Public Safety for the City of Rome, New York, has recommended that the City of Rome, New York, execute and enter into a Memorandum of Understanding with the Rome Phillip S. McDonald PBA, Inc. for the implementation of 12-hour shifts for police officers; 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 execute and enter into a Memorandum of Understanding with the Rome Phillip S. McDonald PBA, Inc. for the implementation of 12-hour shifts for police officers, pursuant to the attached draft, which are made part of this Resolution.

Seconded by _____.

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

ADOPTED _____ DEFEATED _____

Memorandum of Understanding (MOU) between City of Rome, New York and Philip S. McDonald Police Benevolent Association.

Date: 12/17/2024

This Memorandum of Understanding (MOU) is entered into by and between the City of Rome, New York, hereinafter referred to as "the City," and the Philip S. McDonald Police Benevolent Association, hereinafter referred to as "the PBA," collectively referred to as "the Parties."

Background:

The City and the PBA recognize the need to establish guidelines and terms regarding the implementation of 12-hour shifts for police officers within the City's police department. This MOU aims to outline the conditions under which such shifts will be implemented and managed, including a trial period of six months to evaluate the effectiveness and impact of the new schedule.

Terms and Conditions:

1. Implementation of 12-Hour Shifts:

- The City and the PBA agree to implement a schedule consisting of 12-hour shifts for police officers of the City's police department, subject to a trial period that remains effective until January 26th, 2025.

2. Schedule and Rotation:

- The specific schedule and rotation pattern for 12-hour shifts shall be developed jointly by the City and the PBA, taking into account operational requirements, officer welfare, and best practices.

3. Compensation and Overtime:

- Officers working 12-hour shifts shall receive compensation in accordance with applicable labor laws and the terms of the collective bargaining agreement between the City and the PBA.
- **CBA Article XIX – Hours of Work** will be waived for the duration of this MOU. Overtime compensation for officers working 12-hour shifts shall be calculated based on hours worked in excess of 80 hours in a bi-weekly period. Hours worked up to 80 hours in a bi-weekly period shall be considered regular time.
- Overtime rates and procedures shall be handled as per existing agreements and policies.

4. Work Conditions and Benefits:

- Officers shall continue to receive all benefits and entitlements as per their employment contract and relevant policies.
- **CBA Article XI – Holidays** - For the duration of this MOU, holiday time shall be accrued at a rate of eight (8) hours per holiday, if the officer is not scheduled to work said holiday. If an officer is scheduled to work on said holiday, not to include overtime, and works twelve (12) hours, the officer will accrue twelve (12) hours of holiday time. In regards to an officer's birthday, if the officer is

scheduled to work their respective shift, eight (8) hours or twelve (12) hours, and they wish it off, they are to be awarded the day off. In the event the officer chooses to work their birthday they will earn the amount of hours worked respective to their shift, eight (8) hours or twelve (12) hours.

- **CBA Article XII – Personal Leave Days** – For the duration of this MOU, the PBA agrees to amend “all employees shall be entitled to a total of six (6) personal leave days each year” to “all employees shall be entitled to a total of 48 hours of personal leave days each year”. The PBA agrees to amend “Personal Leave Days may be taken in **one half (1/2) day** increments” to “Personal Leave Days may be taken in **four (4) hour or six (6) hour** increments”. The use of four (4) hours of personal leave can not be used during the middle four (4) hours of a respective twelve (12) hour shift or eight (8) hour shift, unless it is their eight (8) hour “Kelly” day.

- The PBA agrees to amend “a per shift maximum of one (1) command level supervisor, one (1) supervisor who is a Sergeant and four (4) patrol officers shall have the opportunity for personal leave...” to “if squad staffing is seven (7) patrol officers or below, a per squad maximum of one (1) supervisor and two (2) patrol officers shall have the opportunity for personal leave, if squad staffing is eight (8) patrol officers, a per squad maximum of three (3) patrol officers shall have the opportunity for personal leave, and if squad staffing is nine (9) patrol officers or more, four (4) patrol officers shall have the opportunity for personal leave, provided that the leave is requested seven (7) days in advance.”

- **CBA Article XIII – Vacations** – For the duration of this MOU, the PBA agrees that a vacation “day” will convert to eight (8) hours of vacation time per day. For example, the first year of the Vacation Schedule is Eleven (11) days, which would equate to 88 hours of vacation time. The PBA agrees to amend section (b) of Article XIII from “Each employee shall be allowed to carry no more than **five (5) vacation days** into the next calendar year until the 20th year of service, which at that time, the employee shall be allowed to carry **ten (10) days** into the next calendar year”, to “Each employee shall be allowed to carry no more than **forty (40) hours of vacation time** into the next calendar year until the 20th year of service, which at that time, the employee shall be allowed to carry **eighty (80) hours of vacation time** into the next calendar year.”

- **CBA Article XLII – Sick Leave** – For the duration of this MOU, all full-time employees shall continue to be entitled to one and one half (1 ½) days of sick time per month, regardless if the officer’s workday is eight (8) hours or twelve (12) hours.
- For the duration of this MOU, the language in Funeral Leave (**Article XIV**) and Family Needs Leave (**Article XVI**) shall remain as “days” and not converted to hours, regardless if the officer’s workday is eight (8) hours or twelve (12) hours.
- Any adjustments to this will be made in a subsequent Memorandum of Understanding that supersedes this agreement, and/or a subsequent CBA.
- Family Needs Leave (**Article XVI**) shall be allowed and granted in four (4) hour increments and/or six (6) hour increments.

5. Mandate Rules

- In the event of a “Kelly” day or eight (8) hour shift and overtime is required to cover the four hours remaining of the twelve (12) hour shift, the officer assigned to the “Kelly” day will have first priority to take the four (4) hours of overtime. In the event the overtime is not filled from the “Kelly” day officer or any officer not currently working, thus causing a mandate, the officer on the “Kelly” day will be mandated before mandating anyone else to cover the overtime shift.
- If an officer or supervisor is on a PL or vacation day, they can not be mandated to work any portion of that 24-hour day. If an officer or supervisor is on a holiday, they are able to be mandated for any portion of the 24-hour day.

6. Evaluation and Adjustment:

- The City and the PBA agree to conduct a review of the 12-hour shift schedule after the initial trial period. This review will assess the impact on operational effectiveness, officer well-being, and any other relevant factors.

7. Duration:

- This MOU, including the trial period, shall remain in effect until January 26th, 2025. Following the trial period, either party may propose modifications to this MOU with reasonable notice and discussion. This MOU also may be extended if the Parties agree to continue the 12-hour shift schedule following the trial period.

Signatures:

This Memorandum of Understanding is entered into on the date first written above.

For [City]: _____ Date: _____

For [PBA]: _____ Date: _____