

Jeffrey M. Lanigan
Mayor

John A. Nash
Common Council
President

Brian Adams
City Treasurer



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

Gerard F. Feeney
Corporation Counsel

Joseph Guiliano
Commissioner of Public
Works

Eric Seelig
City Clerk

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

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

**MAY 15, 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. 82 AUTHORIZATION TO AMEND APPROVED PURCHASE ORDER AND VOUCHER SIGNERS LIST. **Adams**

RES. NO. 83 AUTHORIZING THE CITY CLERK TO REQUEST FOR BIDS FOR PROJECT MONITORING AND AIR SAMPLE PROFESSIONAL SERVICES (RFB-2025-009). **Domenico**

RES. NO. 84 AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH MAJESTIC FIREWORKS, INC. **Mayor Lanigan**

RES. NO. 85 AUTHORIZING THE MAYOR OF THE CITY OF ROME TO AWARD RFB-2025-002 AND ENTER INTO AN AGREEMENT WITH BP EXCAVATION, LLC, FOR THE DISASTER RECOVERY LINK ROAD PROJECT (\$451,817.50). **Andrews**

RES. NO. 86 AUTHORIZING THE MAYOR OF THE CITY OF ROME TO AWARD RFB-2025-004 AND ENTER INTO AN AGREEMENT WITH CENTRAL PAVING, INC., FOR THE 2025 PARRY STREET RECONSTRUCTION PROJECT (\$876,815.00). **Guiliano**

RES. NO. 87 AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH HOLLAND COMPANY, INC. (\$111,000.00). **Gleasant**

RES. NO. 88 AUTHORIZING CHANGE ORDER NO. 1 TO CONTRACT WITH ADIRONDACK TREE SURGEONS, INC., PURSUANT TO ORIGINAL BOARD OF ESTIMATE AND CONTRACT RESOLUTION NO. 215 ADOPTED SEPTEMBER 26, 2024 (\$97,580.00). **Guiliano**

- RES. NO. 89** AUTHORIZING MAYOR OF THE CITY OF ROME TO APPROVE THE SALE OF CITY OWNED PARCEL (624 WEST THOMAS STREET) TO BUYER. **Smith**
- RES. NO. 90** AUTHORIZING MAYOR OF THE CITY OF ROME TO APPROVE THE SALE OF CITY OWNED PARCEL (1806 NORTH MADISON STREET) TO BUYER. **Domenico**
- RES. NO. 91** AUTHORIZING MAYOR OF THE CITY OF ROME TO APPROVE THE SALE OF CITY OWNED PARCEL (301 MCRAE STREET) TO BUYER. **Domenico**
- RES. NO. 92** AUTHORIZING MAYOR OF THE CITY OF ROME TO APPROVE THE SALE OF CITY OWNED PARCEL (729 CALVERT STREET) TO BUYER. **Domenico**
- RES. NO. 93** AUTHORIZING BUDGETARY TRANSFER FOR EMERGENCY PURCHASE OF SECURITY CAMERA. **Adams**
- RES. NO. 94** AUTHORIZING THE CITY CLERK TO REQUEST FOR BIDS FOR THE ROME BOA 2.8 ACRE PARCEL REDEVELOPMENT FEASIBILITY ANALYSIS (RFB-2024-030). **Andrews**
- RES. NO. 95** AUTHORIZING CHANGE ORDER NO. 3 TO CONTRACT WITH JCI JONES CHEMICALS INC., PURSUANT TO ORIGINAL BOARD OF ESTIMATE AND CONTRACT RESOLUTION NO. 128 ADOPTED JUNE 15, 2023 (\$3,670.80). **Gleasant**
- RES. NO. 96** ACCEPTING DEED IN LIEU OF TAX SALE PRESENTED TO THE CITY OF ROME (815 CROTON STREET) BY THE HERBERT BAMBURY ESTATE. **Anderson**
- RES. NO. 97** AUTHORIZING AN AMENDMENT TO THE INTERMUNICIPAL AGREEMENT WITH THE TOWN OF VERONA, NEW YORK REGARDING THE SUPPLY OF WATER. **Mayor Lanigan**

7. TABLED RESOLUTIONS

8. ADJOURNMENT

RESOLUTION NO. 82

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

By _____:

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

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

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

Seconded by _____.

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

ADOPTED _____ DEFEATED _____

Authorized Signers of Purchase Orders and Vouchers *

City of Rome

DEPARTMENT	Name	Name	Name	Name	Name
Administrative Services	Kim Rogers				
Animal Control	Kim Vaughn	Ken White			
Assessor	Joe Surace	John Russ			
Central Maint	Joe Gulliano	Anthony Spina			
City Clerk	Eric Seelig	Jillian Campbell			
Civil Service	Kim Rogers				
Codes	Mark Domenico	Gregory Shaver			
Comm & Econ Development	Matthew Andrews	Kim Rogers			
Common Council	Eric Seelig	Jillian Campbell			
Corp Counsel	Gerard Feeney	Angela Twomey			
Electrical	Joe Gulliano	Pat Surace			
Engineering	Joe Gulliano	Pat Surace			
Fire	David Gratch	Bernard Kaler	Tim Reilly	Mike Uddy	
Info Tech	Kim Rogers				
Insurance	Kim Rogers				
Marketing	Jeff Lanigan	Kim Rogers			
Mayor	Jeff Lanigan	Kim Rogers			
Municipal Bldg	Joe Gulliano	Kim Rogers	Pat Surace		
Parking Authority	Joe Gulliano	Kim Rogers	Pat Surace		
Parks & Recreation	Brandon Lovett	Derrick D'Amore	Kim Rogers		
Police	Kevin James	Cheyenne Schott	Bryan Zoeckler		
Public Safety	Ken White	Kim Rogers			
Public Works	Joe Gulliano	Pat Surace	Thomas Jones		
Records	Eric Seelig	Jillian Campbell			
Shade Trees	Joe Gulliano	Pat Surace	Thomas Jones		
Sign Shop	Joe Gulliano	Pat Surace	Jim Guy		
Street Maint & Snow Removal	Joe Gulliano	Thomas Jones			
Treasurer	Brian Adams	R. Wesley Slight			
Water Filtration	Joe Gulliano	Justin Paricca	Tony Nash	David Cardarelli	
Water Pollution	Joe Gulliano	Filippo Impicatore	Matt Coppola	Josh Solon	
Water Shop	Joe Gulliano	Tony Nash			
Service Fee Paymt. Fund	Joe Gulliano				

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

RESOLUTION NO. 83

**AUTHORIZING THE CITY CLERK TO REQUEST FOR BIDS FOR PROJECT MONITORING
AND AIR SAMPLE PROFESSIONAL SERVICES (RFB-2025-009).**

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 request for bids for Project Monitoring and Air Sample Professional Services (RFB-2025-009); 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 May 28, 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 May 28, 2025, for the following project:

RFB-2025-009

Project Monitoring & Air Sample Professional Services

PROJECT DESCRIPTION

The City of Rome is requesting bids for Project Monitoring, Air Sampling and Analyses required by New York State Industrial Code 56, during the rehabilitation or demolition of structures within the City of Rome.

BID OPENING

Bid will be publically opened and read aloud at 11:00 a.m., local time, May 28, 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. Bid packages can be delivered to Rome City Hall and dropped in overnight depository.

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-2025-009

(Bidders Name)

EXAMINATION OF DOCUMENTS

Bid materials can be inspected at the following locations:

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

BID MATERIALS

Bids will be advertised electronically at:

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

PRE-BID CONFERENCE & PROJECT QUESTIONS

There will be no pre-bid conference for this bid. All questions should be directed to:

Nick Facciolo

Phone: (315)339-7637

nfacciolo@romecitygov.com

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 forty-five (45) calendar days after the actual date of the opening thereof.

SPECIAL BID LANGUAGE

Comply with all federal contract provisions including but not limited to Equal Employment Opportunities, Debarment and Suspension, Anti Lobbying, Small and Minority-owned and Women-owned Businesses, Drug-Free Workplaces, Non-Discrimination, Federal Labor Standards.

Comply with all HUD Section 3 provisions. HUD Section 3 Code of Federal Regulation at 24 CFR 135 applies to construction contracts exceeding the \$200,000 threshold. All applicable regulations must be followed if bid total exceeds the threshold.

Section 3 of the Housing and Urban Development Act of 1968 as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible, opportunities for training or employment be given to low and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low and very low-income persons residing in the metropolitan area in which the project is located.

BID ADVERTISEMENT NOTES

It is the policy of the City of Rome to encourage the greatest possible participation of minority and women-owned business enterprises (MWBEs). All qualified MWBE suppliers, contractors, and/or businesses will be afforded equal opportunity without discrimination because of race, color, religion, national origin, sex, age, disability, or sexual preference.

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.

Rome City Clerk,
Eric Seelig

Legal Date: XX/XX/XXXX

RESOLUTION NO. 84

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO
ENTER INTO AN AGREEMENT WITH MAJESTIC FIREWORKS, INC.**

By _____:

WHEREAS, the Mayor of the City of Rome has recommended that the City of Rome, New York, enter into an agreement with Majestic Fireworks, Inc., for use of fireworks at the Railroad Street event on July 4, 2024; and

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 Majestic Fireworks, Inc., for use of fireworks at the Railroad Street event on July 4, 2024, pursuant to the attached proposal, which is made part of this Resolution.

Seconded by _____.

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

ADOPTED _____ DEFEATED _____



MAJESTIC FIREWORKS, INC.
29 COLLEGE ST, CLINTON, NY 13323

Weddings, Graduations, Birthday Parties, Town Events,
Firemen Events, Company Events.
Cell: 315-725-3097
Email: majesticfwinc@yahoo.com

This agreement is entered on the date of 4/09/2025 by and between **MAJESTIC FIREWORKS INC.** Therein after called the party of the first part, and **CITY OF ROME, 198 N. WASHINGTON ST, ROME NY 13440** hereinafter known as the part of the second part.

Now, therefore, the parties hereto, intending to be legally bound, agree to do as follows:

The party of the first part is to furnish a display of fireworks, to the party of the second part on the date of 7/04/2025 in the city/village/ or town of **ROME** state of **NY** in a location to be designated by the party of the second part, and approved by the party of the first
SHOOT SITE: RAILROAD ST, ROME NY 13440

The party of the first part agrees to all freight and express charges for transportation of fireworks.

The party of the second agrees to supply sand if requested by Majestic Fireworks, Inc.

The party of the first part agrees to help apply for all permits needed, the party of second is responsible for any acknowledgement, inquiries, and cost of said permit, if so applies and for Barge charges and for any extra expenses the Barge requires

The party of the second part is responsible for clean up of debris fall out if requested by the property owners.

MAJESTIC FIREWORKS, INC IS NOT RESPONSIBLE FOR CLEAN

UPS

The party of the second agrees that SITE OF SHOOT is a drive to site, if needed – SAND

The party of the first and second part agree in the event of a postponement of the celebration because of inclement weather the Fireworks display will be held on a rain date set by the party of the second part. **None** If rain date is used there is a 10% fee of Said Contract amount.

The part of the first part will provide NYS a certificate of insurance evidencing General Liability and Workers Compensation for the fireworks displays. All individuals/entities listed on the certificate of insurance will be deemed and additional insured per this contract.

All personnel for MAJESTIC FIREWORKS, INC. are ATF CLEARED and NYS CERTIFIED PYROTECHNICIANS

The party of second part will keep public back 500 feet in all directions from fireworks display to protect spectators and motor vehicles.

Failure to secure specified area by party of second part shall release the party of the first part of any claims.

MULTI YEAR CONTRACT- Locks in Date- -if Cancelled within 5 years, party of the second part will pay full amount of contract if they hire a new fireworks co. If party of second has a year they just can't do display due to finances the part of the second agrees to transfer the year to the end of Contract. *Price of display is negotiable each year.* *Not Applicable**

The party of second part agrees to pay the party of the first part in case of complete cancellation the amount of 20% of said contract amount; or 30% within 48 hours cancellation of display. Once **MAJESTIC FIREWORKS, INC.** is on site, the party of the second part agrees to pay the party of the first part 100% of the amount of show.

In witness whereof, the parties have hereunto set their signature on the day and year written above

AMOUNT DUE FOR DISPLAY: \$10,000.00.

BY: _____ **Date:** _____

CUSTOMER SIGNATURE

Joan E. Bidby

MAJESTIC FIREWORKS, INC

RESOLUTION NO. 85

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO AWARD RFB-2025-002 AND ENTER INTO AN AGREEMENT WITH BP EXCAVATION, LLC, FOR THE DISASTER RECOVERY LINK ROAD PROJECT (\$451,817.50).

By _____:

WHEREAS, Matt 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 BP Excavation, LLC, for the Disaster Recovery Link Road Project, for a total amount not to exceed \$451,817.50, 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 BP Excavation, LLC, for the Disaster Recovery Link Road Project, for a total amount not to exceed \$451,817.50, 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 _____.

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

ADOPTED _____ DEFEATED _____



Memorandum

To: Mr. Garret Wyckoff

From: Christopher Cornwell, PE, LEED-AP

Subject: RFB-2025-02 DR-4625NY City of Rome Disaster Recovery
Link Road Culvert Replacement

Date: April 24, 2025

RECOMMENDATION OF AWARD

Computation Verified by: GPI/Greenman-Pedersen, Inc.

Date: April 24, 2025

Contract RFB-2025-002

Bid Opening Date April 24, 2025 at 11:00

BIDDERS IN RANK ORDER:

RANK	CONTRACTOR	TOTAL BID AMOUNT (Total)
	ENGINEERS ESTIMATE	\$689,368.00
1	BP Excavation LLC	\$451,817.50
2	James Gray Paving & Excavation LLC	\$464,995.30
3	Central Paving Inc.	\$470,429.00
4	W Haver Excavating Co. Inc	\$545,585.00
5	Slate Hill Constructors Inc	\$630,854.00
6	Mohawk Valley Materials	\$635,229.90
7	Carver Construction Inc.	\$637,174.00
8	FP Kane Construction	\$753,000.00

The Lowest Responsible Bidder that met all of the Bid Submission Requirements as outlined in Bid proposal is: **BP Excavation LLC** with a Total Bid of: **\$451,817.50**

(X) I recommend the award of the above contract to the lowest responsible bidder.

() I recommend rejection of all bids.

JEFFREY LANIGAN
MAYOR



JENNIFER GLEASMAN
PURCHASING AGENT

BID TALLY SHEET

BID NUMBER: RFB-2025-002
BID OPENING: 4/24/2025 at 11:00 AM (local time)
BID TITLE: DR-4625NY CITY OF ROME DISASTER RECOVERY
LINK ROAD CULVERT REPLACEMENT

Vendor	Amount	Bid Security	Date & Time	Initials
Curver Construction Inc	637,174.00	bid bond ✓	4/24/25 @ 10:41am	(JD)
F.P. Kane Construction Inc	753,000.00	bid bond ✓	4/24/25 @ 10:40am	(JD)
James Bray Paving + Excavating	464,994.07	bid bond ✓	4/24/25 @ 10:42am	(JD)
Slate Hill Constructors Inc.	630,854.00	bid bond ✓	4/24/25 @ 10:42am	(JD)
BP Excavation LLC	461,817.50	bid bond ✓	4/24/25 @ 10:02am	(JD)
W. Heaver Excavating CO.	545,585.00	bid bond ✓	4/24/25 @ 10:01am	(JD)
Monroe K Valley Materials Inc.	635,229.90	bid bond ✓	4/24/25 @ 10:38am	(JD)
Central Paving Inc.	470,429.00	bid bond ✓	4/24/25 @ 10:46am	(JD)

BIDDER'S CHECKLIST

**DR-4625 CITY OF ROME DISASTER RECOVERY
LINK ROAD CULVERT REPLACEMENT
CITY OF ROME, ONEIDA COUNTY**

In order to submit a complete bid, Bidders must submit the following documents:

- Bid Form
- Certified Copy of resolution of Board
- Non Collusive Certification
- Bid Sheets - Link Road Culvert
- Bid Bond
- Affidavit of Workers Compensation
- Iran Divestment Act Certification
- Russia Divestment of Public Funds
- Sexual Harassment Prevention Certification
- D/M/WBE Utilization Goals
- NYS Uniform Contracting Questions

PLEASE DO NOT SUBMIT THE ENTIRE PROJECT MANUAL WITH YOUR BID. BIDDERS SHALL SUBMIT ALL DOCUMENTS PRESENTED IN THIS CHECKLIST ON SINGLE-SIDED SHEETS IN THE EXACT ORDER SHOWN. NO SUBSTITUTION OF FORMS WILL BE ALLOWED. ENTRIES MAY BE TYPED OR LEGIBLY HANDWRITTEN EXCEPT AS SPECIFICALLY NOTED.

BID FORM

PROJECT IDENTIFICATION: DR-4625NY City of Rome Disaster Recovery
Link Road Culvert Replacement
City of Rome, Oneida County

CONTRACT IDENTIFICATION: RFB-2025-002

THIS BID IS SUBMITTED TO: City of Rome

1. The undersigned BIDDER proposes and agrees, if this bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all work as specified or indicated in the Contract Documents for the Bid Price and Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents

2. Bidder accepts all the terms and conditions of the Advertisement or Notice to Bidders and Instruction to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for forty-five (45) days after the Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen (15) days after the date of OWNER's Notice of Award

3. In submitting this Bid, BIDDER represents as more fully set forth in the Agreement, that:

a. BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged: (List Addenda by Addendum Number and Date)

# 1	4/8
# 2	4/17

b. BIDDER has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the work.

c. BIDDER is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of work.

d. BIDDER is aware of the general nature of work to be performed by OWNER and others at the site that relates to work for which this Bid is submitted as indicated in the Contract Documents

e. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all

additional examinations, investigations, explorations, test, studies, and data with the Contract Documents

f. BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

g. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.

4. Bidder will complete the Work in accordance with the Contract Documents for the following Unit Bid price:

TOTAL BID LINK ROAD CULVERT REPLACEMENT:

four hundred fifty one thousand eight hundred (use words) seventeen and fifty cents (\$ 451,817.50) (figures)

5. BIDDER agrees that the Work will be substantially completed and ready for final payment before the dates or within the number of calendar days indicated in the Agreement.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

6. The following documents are attached to and made a condition of this Bid:

7. All documents set forth in the Bidders Checklist. Communications concerning this Bid shall be addressed in writing to:

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

8. Terms used in this Bid will have the meanings indicated in the Instructions.

SUBMITTED on April 24 2025

CONTRACTOR Cody Petras
(Signature of Authorized Representative)

Cody Petras
(Print Name)

Member
(Title)

BIDDER INFORMATION SHEET

NAME OF BIDDER: * BP Excavation LLC

ADDRESS: 764 Burt Rd Little Falls NY 13365

PHONE NUMBER: 315-717-7728

TYPE OF ENTITY: CORPORATION ☐ PARTNERSHIP ☒ INDIVIDUAL ☐

IF A NONPUBLICLY OWNED CORPORATION:

NAME OF CORPORATION: _____

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

LIST OF OFFICERS: _____

LIST OF DIRECTORS: _____

DATE OF ORGANIZATION: _____

IF A PARTNERSHIP:

PARTNERS: Cody Petras Anthony Borrette

NAME OF PARTNERSHIP: BP Excavation LLC

DATE OF ORGANIZATION: 7/17

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

**NON-COLLUSIVE BIDDING CERTIFICATION REQUIRED BY
SECTION 139-D OF THE STATE FINANCE LAW**

SECTION 139-D. Statement of Non-Collusion in bids to the State:

BY SUBMISSION OF THIS BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OF PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

[1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;

[2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and

[3] No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WHERE [1], [2], [3] ABOVE HAVE NOT BEEN COMPLIED WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR
STATEMENT.]

Subscribed to under penalty of perjury under the laws of the State of New York, this
24 day of April, 20 25 as the act and deed of said corporation or partnership.

IF BIDDER(S) (ARE) A PARTNERSHIP, COMPLETE THE FOLLOWING:

NAMES OF PARTNERS OR PRINCIPALS

LEGAL RESIDENCE

Cody Petras

216 Murphy Rd Little Falls NY 13365

Anthony Barretta

264 Burt Rd Little Falls NY 13365

IF BIDDER(S) (ARE) A CORPORATION, COMPLETE THE FOLLOWING:

NAME

LEGAL RESIDENCE

President:

Secretary:

Treasurer:

President:

Secretary:

Treasurer:

Identifying Data

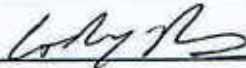
Potential Contractor BP Excavation LLC

Address 764 Burt Rd
Street
Little Falls NY 13365
City, Town, etc.

Telephone 315-717-7228 Title member

If applicable, Responsible Corporate Officer

Name _____ Title _____

Signature 

Joint or combined bids by companies or firms must be certified on behalf of each participant.

Legal name of person, firm or corporation _____

Legal name of person, firm or corporation _____

By _____
Name

Name

Title

Title

Address _____
Street

Address _____
Street

City State

City State

AFFIDAVIT OF WORKERS COMPENSATION

State of New York

SS:

County of Oneida

Cody Petras
of BP Excavation, LLC

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

Signed: Cody Petras

Subscribed and sworn to before me

this 24th day of April, 2025

Sammy L. Chmielewski
Notary Public

Notary Public, State of New York
No. 01040079013
Qualified in Herkimer County
Commission Expires 7/22/ 2026

CERTIFICATION OF COMPLAINEE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

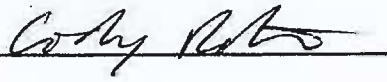
By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of the Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation, must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the Municipality receive information that a Bidder/Contractor is in violation of the above-referenced certification, the Municipality will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the Municipality shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Bidder/Contractor in default.

The Municipality reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract, and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, Cody Retras, being duly sworn, deposes and says that he/she is the
member of BP Excavation LLC and neither the
Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.


Signed

SWORN to before me this

24th day of April

2025

Notary Public: 

**AUTHORIZATION DIRECTING STATE AGENCIES AND
AUTHORITIES TO DIVEST PUBLIC FUNDS SUPPORTING RUSSIA**

- A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under Executive Order of the State of New York, to divest their money and assets from any investment, to terminate any contract with an institution or company, that is determined to be a Russian or supporting entity and to refrain from entering new contracts or making any investments in such entities in the future,
- B. A bid shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder cannot make the forgoing certification set forth in Paragraph A above, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where Paragraph A above cannot be complied with, the Finance Department to the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, may award a bid, on a case by case business under the following circumstances:
1. The investment activities in Russia were made before February 27, 2022, the investment activities in Russia have not been expanded or renewed after February 27, 2022, and the Bidder has adopted, publicized and is implementing a formal plan to cease the investment activities in Russia and to refrain from engaging in any new investments in Russia; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its function and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

Cody Petras

Printed Name

Cody Petras

Signature

BP Excavation LLC

Company Name

4/24/25

Date

SEXUAL HARASSMENT PREVENTION CERTIFICATION FOR CONSTRUCTION CONTRACT BIDS
(Per NYSDOT EB 18-047, signed 12/20/2018)

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the New York State Labor Law.

I, Cody Petras, being duly sworn, deposes and says that he/she is the
member of BP Excavation LLC and certify

Cody Petras is compliance with maintaining a written policy addressing sexual harassment prevention in the workplace and providing annual sexual harassment prevention training to all their employees.

SWORN to before me this

24th day of April

2025

Notary Public: Tammy L. Chmielewski

TAMMY L. CHMIELEWSKI
Notary Public, State Of New York
No. 01CH0078066
Qualified In Herkimer County
Commission Expires 7/22/ 2026

**DISADVANTAGED/MINORITY/WOMENS BUSINESS ENTERPRISE (D/M/WBE)
UTILIZATION GOALS**

Please refer to the Contract Provisions within this Project Manual.

The DBE goal for this project is: 5%
The MBE Goal for this Project is 0%
The WBE Goal for this Project is 0%
There are no SDVOB goals for this project.

The Bidder shall designate and enter below the name of the Minority/Women's Business Enterprise Officer who will have the responsibility for the /M/WBE Utilization.

Bidder Designated M/WBE Officer

Cody Petras
(Name)
Member
(Title)
(313) 717 - 8041

Telephone Number

RETURN THIS PAGE WITH BID

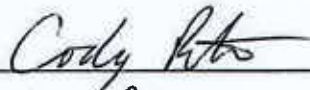
**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT CONSTRUCTION (CCA-2)****Certification**

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State government entities (including the Office of the State Comptroller (OSC)) in making responsibility determinations regarding award or approval of a contract or subcontract and that such government entities will rely on information disclosed in the questionnaire in making responsibility determinations; (2) acknowledges that the New York State government entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (3) acknowledges that intentional submission of false or misleading information may result in criminal penalties under State and/or Federal Law, as well as a finding of non-responsibility, contract suspension or contract termination.

The undersigned certifies that he/she:

- is knowledgeable about the submitting Business Entity's business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has not altered the content of the questionnaire in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of his/her knowledge, information and belief, confirms that the Business Entity's responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State government entities will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- is under an obligation to update the information provided herein to include any material changes to the Business Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the New York State government entities or OSC prior to the award and/or approval of a contract, or during the term of the contract.

Signature of Owner/Official



Printed Name of Signatory

Cody Petras

Title

member

Name of Business

BP Excavation LLC

Address

764 Burt Rd

City, State, Zip

Little Falls NY 13365

Sworn to before me this 24th day of April, 2025

Notary Public

TAMMY L. CHMIELEWSKI
Notary Public, State Of New York
No. 01CH8076058
Qualified In Herkimer County
Commission Expires 7/22/ 2026

DR-4625NY CITY OF ROME DISASTER RECOVERY
CITY OF ROME, ONEIDA COUNTY

RFB-2025-002 - PROJECT 667046 - LINK ROAD CULVERT REPLACEMENT

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
201.06	1	CLEARING AND GRUBBING (LARGE AREA) <i>Eight thousand</i> PER LUMP SUM	8,000	00	8,000	00
203.02	40	UNCLASSIFIED EXCAVATION <i>Thirty one</i> PER CUBIC YARD	31	00	1,240	00
203.03	831	EMBANKMENT IN PLACE <i>Thirty three</i> PER CUBIC YARD	33	00	27,423	00
203.21	175	SELECT STRUCTURE FILL <i>Sixty two</i> PER CUBIC YARD	62	00	10,850	00
203.24010017	12	SHOULDER BACKUP MATERIAL <i>Sixty five</i> PER CUBIC YARD	65	00	780	00

DR-4625NY CITY OF ROME DISASTER RECOVERY
CITY OF ROME, ONEIDA COUNTY

RFB-2025-002 - PROJECT 667046 - LINK ROAD CULVERT REPLACEMENT

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
206.01	1960	STRUCTURE EXCAVATION <i>ten</i> PER CUBIC YARD	10	00	19,600	00
206.0201	133	TRENCH AND CULVERT EXCAVATION <i>Thirty-five</i> PER CUBIC YARD	35	00	4,655	00
209.1003	214	SEED AND MULCH - TEMPORARY <i>nine dollars and twenty-five Cents</i> PER LINEAR FOOT	9	25	1,979	50
209.110103	1	CHECK DAM (DITCH BOTTOM WIDTH > 6' TO 10'), STONE-TEMPORARY <i>five hundred</i> PER EACH	500	00	500	00
209.2301	300	SEDIMENT FILTER LOG-TEMPORARY, 12" <i>Twelve</i> PER LINEAR FOOT	12	00	3,600	00

**DR-4625NY CITY OF ROME DISASTER RECOVERY
CITY OF ROME, ONEIDA COUNTY
RFB-2025-002 - PROJECT 667046 - LINK ROAD CULVERT REPLACEMENT**

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
304.12	145	SUBBASE COURSE, TYPE 2 <i>Fifty-six</i> PER CUBIC YARD	56	00	8,120	00
402.098204	32	9.5 F2 TOP COURSE HMA, 80 SERIES COMPACTION <i>One hundred fifty-three</i> PER TON	153	00	4,896	00
402.198904	53	19 F9 BINDER COURSE HMA, 80 SERIES COMPACTION <i>One hundred forty-five</i> PER TON	145	00	7,685	00
402.378904	88	37.5 F9 BASE COURSE HMA, 80 SERIES COMPACTION <i>One hundred forty-five</i> PER TON	145	00	12,760	00
407.0103	31	TACK COAT (STRAIGHT) <i>forty</i> PER GALLON	40	00	1,240	00

DR-4625NY CITY OF ROME DISASTER RECOVERY
CITY OF ROME, ONEIDA COUNTY

RFB-2025-002 - PROJECT 667046 - LINK ROAD CULVERT REPLACEMENT

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
553.020001	2	COFFERDAMS (TYPE 2) <i>Six thousand</i> PER EACH	6,000	00	12,000	00
553.030001	1	TEMPORARY WATERWAY DIVERSION STRUCTURE <i>ten thousand</i> PER EACH	10,000	00	10,000	00
603.59060016	41	LONG-SPAN CORRUGATED STRUCTURAL PLATE STRUCTURE - ALUMINUM (#72 BOX) <i>Three thousand six hundred</i> PER LINEAR FOOT	3,600	00	147,600	00
606.10	260	BOX BEAM GUIDE RAILING <i>Sixty-seven</i> PER LINEAR FOOT	67	00	17,420	00
606.120101	2	BOX BEAM END PIECE <i>eight hundred</i> PER EACH	800	00	1,600	00

**DR-4625NY CITY OF ROME DISASTER RECOVERY
CITY OF ROME, ONEIDA COUNTY**

RFB-2025-002 - PROJECT 667046 - LINK ROAD CULVERT REPLACEMENT

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
606.120201	2	BOX BEAM GUIDE RAILING TYPE II END SECTION <i>two thousand six hundred</i> PER EACH	2,600	00	5,200	00
610.1605	214	TURF ESTABLISHMENT - PERFORMANCE <i>twenty-five</i> PER SQUARE YARD	25	00	5,350	00
619.01	1	BASIC WORK ZONE TRAFFIC CONTROL <i>ten thousand</i> PER LUMP SUM	10,000	00	10,000	00
619.04	12	TYPE III CONSTRUCTION BARRICADES <i>twenty</i> PER EACH	20	00	240	00
619.1711	48	TEMPORARY POSITIVE BARRIER - CATEGORY 1 (PINNING PROHIBITED) <i>forty-five</i> PER LINEAR FOOT	45	00	2,160	00

DR-4625NY CITY OF ROME DISASTER RECOVERY

CITY OF ROME, ONEIDA COUNTY

RFB-2025-002 - PROJECT 667046 - LINK ROAD CULVERT REPLACEMENT

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
619.1719	4	WARNING LIGHTS ON TEMPORARY POSITIVE BARRIERS <i>twenty</i> PER EACH	20	00	80	00
620.02	14	STONE FILLING - FINE <i>one hundred nineteen</i> PER CUBIC YARD	119	00	1,666	00
620.05	307	STONE FILLING - HEAVY <i>one hundred twelve</i> PER CUBIC YARD	112	00	34,384	00
620.0802	117	BEDDING MATERIAL - TYPE 2 <i>sixty one</i> PER CUBIC YARD	61	00	7,137	00
620.29110009	273	NEW (IMPORTED) STREAM BED MATERIAL (B) <i>fifty-five</i> PER CUBIC YARD	55	00	15,015	00

**DR-4625NY CITY OF ROME DISASTER RECOVERY
CITY OF ROME, ONEIDA COUNTY
RFB-2025-002 - PROJECT 667046 - LINK ROAD CULVERT REPLACEMENT**

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
621.51000015	30	GRADING CLEANING AND RESHAPING EXISTING DITCHES <i>twenty</i> PER LINEAR FOOT	20	00	600	00
625.01	1	SURVEY OPERATIONS <i>Twenty-one thousand</i> PER LUMP SUM	21,000	00	21,000	00
627.50140008	72	CUTTING PAVEMENT <i>Six</i> PER LINEAR FOOT	6	00	432	00
640.10	202	WHITE PAINT REFLECTORIZED PAVEMENT STRIPES - 15 MILS <i>four</i> PER LINEAR FOOT	4	00	808	00
640.11	246	YELLOW PAINT REFLECTORIZED PAVEMENT STRIPES - 15 MILS <i>four</i> PER LINEAR FOOT	4	00	984	00

**DR-4625NY CITY OF ROME DISASTER RECOVERY
CITY OF ROME, ONEIDA COUNTY**

RFB-2025-002 - PROJECT 667046 - LINK ROAD CULVERT REPLACEMENT

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
646.22	4	DELINEATOR, SNOWPLOWING MARKER, SUPPLEMENTARY SNOWPLOWING MARKER PANELS <i>Twenty eight</i> PER EACH	28	00	112	00
646.32	4	STEEL POST, (X=1.1 LB/FT PR 2.0 LB/FT) <i>one hundred twenty-one</i> PER EACH	121	00	484	00
697.03	29000	FIELD CHANGE PAYMENT (FCP) <i>one</i> PER DOLLAR CENT	\$ 1.00	00	\$ 29,000.00	00
698.04	217	ASPHALT PRICE ADJUSTMENT (LUMP SUM) [CALCULATED IN ESTIMATOR] <i>one</i> PER DOLLAR CENT	\$ 1.00	00	\$ 217.00	00

DR-4625NY CITY OF ROME DISASTER RECOVERY
CITY OF ROME, ONEIDA COUNTY
RFB-2025-002 - PROJECT 667046 - LINK ROAD CULVERT REPLACEMENT

BROUGHT FORWARD

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
699.040001	1	MOBILIZATION MUST NOT EXCEED 4% OF SUBTOTAL SHOWN ABOVE. SEE SPECIFICATION FOR THIS ITEM. FOR <i>fifteen thousand</i>LUMP SUM	15,000	00	15,000	00
SHARE 1 TOTAL OR GROSS SUM WRITTEN IN WORDS: <i>four hundred fifty one thousand eight hundred seventeen and fifty cents</i>			\$ <i>451,817.50</i>			

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address): BP Excavation LLC.
764 Burt Rd., Little Falls, NY 13365

SURETY (Name and Address of Principal Place of Business): RLI Insurance Company,
9025 N. Lindbergh Dr., Peoria, IL 61615

OWNER (Name and Address): City of Rome
198 N. Washington St. Rome, NY 13440

BID

Bid Due Date: As Noted in the Invitation to Bidders

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

BOND

Bond Number: N/A

Date (Not earlier than Bid due date): 04/24/2025

Penal sum Five Percent of the total bid amount
(Words)

\$ 5%
(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

BP Excavation, LLC (Seal)
Bidder's Name and Corporate Seal

By:

Signature

Print Name

Title

Attest:

Signature

Title

SURETY

RLI INSURANCE COMPANY (Seal)
Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Print Name

Title

Attest:

Signature Salvatore Cardinale

Title Witness

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

ACKNOWLEDGMENT OF PRINCIPAL

STATE OF New York)
COUNTY OF Herkimer) SS.:

On the 24th day of April in the year 2025, before me, the undersigned, personally appeared Cody Petras, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

TAMMY L. CHMIELEWSKI
Notary Public, State Of New York
No. 01CH8075056
Qualified In Herkimer County
Commission Expires 7/22/ 2026

Tammy L. Chmielewski
Notary Public

ACKNOWLEDGMENT OF SURETY

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

On the 24th day of April in the year 2025, before me, the undersigned, personally appeared Gary A. Cardinale, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Lisa M. Reese
Notary Public

LISA M REESE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01RE0014975
Qualified in Erie County
Commission Expires October 26, 2027



P.O. BOX 3967 PEORIA, IL 61612-3967
P: (800)646-2402 E: asksurety@rlicorp.com
RLISURETY.COM

RLI Insurance Company

December 31, 2024

Admitted Assets

Investments:	
Fixed maturities	\$ 1,623,131,081
Equity securities	1,673,246,978
Short-term investments	0
Real estate	23,610,523
Properties held to produce income	0
Cash and cash equivalents	100,053,303
Other invested assets	47,767,617
Receivables for securities	275,316
Agents' balances	102,566,673
Investment income due and accrued	13,698,880
Funds held	0
Reinsurance recoverable on paid losses	16,390,380
Federal income taxes receivable	2,852,054
Net deferred tax asset	4,488,328
Guarantee funds receivable or on deposit	162,636
Electronic data processing equipment, net of depreciation	1,319,432
Receivable from affiliates	2,988
Other admitted assets	10,471,819
Total Admitted Assets	\$ 3,620,048,212

Liabilities and Surplus

Liabilities:	
Reserve for unpaid losses and loss adjustment expenses	\$ 1,043,034,784
Unearned premiums	462,867,100
Accrued expenses	135,085,230
Funds held	590,443
Advance premiums	27,473,420
Amounts withheld	04,224,216
Remittances and items not allocated	3,310,530
Dividends declared and unpaid	20,141
Ceded reinsurance premium payable	28,179,079
Payable for securities	1,844,282
Statutory penalties	367,343
Current federal and foreign income taxes	0
Net deferred tax liability	0
Borrowed money and accrued interest	50,191,167
Drafts outstanding	0
Payable to affiliate	17,707,813
Other liabilities	1,780,541
Total Liabilities	\$ 1,832,736,180
Surplus:	
Common stock	\$ 10,000,375
Additional paid-in capital	242,451,084
Unassigned surplus	1,534,860,563
Total Surplus	\$ 1,787,312,022
Total Liabilities and Surplus	\$ 3,620,048,212

State of Ohio

County of Cuyahoga

The undersigned, being duly sworn, says: That he is the President of RLI Insurance Company; that said Company is a corporation duly organized, in the State of Illinois, and licensed and engaged in business in the State of NEW YORK and has duly complied with all the requirements of the laws of said State applicable of said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947, 6U.S.C sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true, and correct statement of the financial condition of the said Company on the 31st day of December 2024.

Attest:



{ Corporate Seal Affixed }

Craig Kliehernes

President

Olga S. Happel

Assistant Secretary

Sworn to before me this 3rd day of March, 2025.



JILL A. SCOTT
Notary Public
State of Ohio
My Comm. Expires
September 22, 2025

{ Notarial Seal Affixed }

Jill A. Scott

Notary Public, State of Ohio

M0058325_Portal

POWER OF ATTORNEY
RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Gary A. Cardinale, Joseph V. Cardinale, Salvatore Cardinale, jointly or severally

in the City of Buffalo, State of New York its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 13th day of September, 2023.



RLI Insurance Company
Contractors Bonding and Insurance Company

By: Barton W. Davis

Barton W. Davis

Vice President

State of Illinois

County of Peoria

} SS

On this 13th day of September, 2023 before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Geiger

Catherine D. Geiger

Notary Public



CERTIFICATE

I, the undersigned officer of **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** this 24th day of April, 2025.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D. Dick

Jeffrey D. Dick

Corporate Secretary

SECTION 00481

STATEMENT OF SURETY'S INTENT

To: City of Rome, 198 N. Washington St. Rome, NY 13440

We have reviewed the Bid of BP Excavation, LLC
(Contractor)

of 764 Burt Road, Little Falls, NY 13365
(Address)

for _____


Description: DR-4625NY City of Rome Disaster Recovery Link Road Culvert Replacement
(Project)

Bids for which will be received on 04/24/2025
(Bid Opening Date)

and wish to advise that should this Bid of the Contractor be accepted and the Contract awarded to him, it is our present intention to become surety on the Performance Bond and Labor and Materials Payment Bond required by the Contract.

Any arrangement for the bonds required by the Contract is a matter between the Contractor and ourselves, and we assume no liability to you or third parties if for any reason we do not execute the requisite bonds.

We are duly authorized to transact business in the State of New York, and we appear on the U.S. Treasury Department's most current list (Circular 570 as amended).

Attest: 
Salvatore Cardinale - Witness

RLI Insurance Company

Surety's Authorized Signature(s)

Attach Power of Attorney

Gary A. Cardinale, Attorney in Fact

(Corporate seal if any. If no seal, write
"No Seal" across this place and sign.)

END OF SECTION

ACKNOWLEDGMENT OF SURETY

STATE OF New York)

) SS.:

COUNTY OF Erie)

On the 24th day of April in the year 2025, before me, the undersigned, personally appeared Gary A. Cardinale, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

LISA M REESE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 0IRE0014975
Qualified in Erie County
Commission Expires October 26, 2027



P.O. BOX 3967 PEORIA, IL 61612-3967
P: (800)645-2402 E: asksurety@rlicorp.com
RLISURETY.COM

RLI Insurance Company

December 31, 2024

Admitted Assets

Investments:	
Fixed maturities	\$ 1,623,131,091
Equity securities	1,673,246,978
Short-term investments	0
Real estate	23,610,623
Properties held to produce income	0
Cash and cash equivalents	100,053,303
Other invested assets	47,767,817
Receivables for securities	275,318
Agents' balances	102,566,673
Investment income due and accrued	13,698,890
Funds held	0
Reinsurance recoverable on paid losses	16,390,390
Federal income taxes receivable	2,852,064
Net deferred tax asset	4,498,326
Guarantee funds receivable or on deposit	162,636
Electronic data processing equipment, net of depreciation	1,319,432
Receivable from affiliates	2,968
Other admitted assets	10,471,819
Total Admitted Assets	\$ 3,620,048,212

Liabilities and Surplus

Liabilities:	
Reserve for unpaid losses and loss adjustment expenses	\$ 1,043,034,784
Unearned premiums	452,667,199
Accrued expenses	135,095,230
Funds held	590,443
Advance premiums	27,473,420
Amounts withheld	64,224,218
Remittances and items not allocated	3,310,530
Dividends declared and unpaid	20,141
Ceded reinsurance premium payable	26,179,079
Payable for securities	7,694,262
Statutory penalties	367,343
Current federal and foreign income taxes	0
Net deferred tax liability	0
Borrowed money and accrued interest	60,191,167
Drafts outstanding	0
Payable to affiliate	17,707,813
Other liabilities	1,780,541
Total Liabilities	\$ 1,832,736,190
Surplus:	
Common stock	\$ 10,000,376
Additional paid-in capital	242,451,084
Unassigned surplus	1,534,860,563
Total Surplus	\$ 1,787,312,022
Total Liabilities and Surplus	\$ 3,620,048,212

State of Ohio

County of Cuyahoga

The undersigned, being duly sworn, says: That he is the President of RLI Insurance Company; that said Company is a corporation duly organized, in the State of Illinois, and licensed and engaged in business in the State of NEW YORK and has duly complied with all the requirements of the laws of said State applicable of said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947, 6U.S.C sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true, and correct statement of the financial condition of the said Company on the 31st day of December 2024.

Attest:



{ Corporate Seal Affixed }

Craig Kliehernes President
Olga S. Happel Assistant Secretary

Sworn to before me this 3rd day of March, 2025.



JILL A SCOTT
Notary Public
State of Ohio
My Comm. Expires
September 23, 2025

{ Notarial Seal Affixed }

Jill A. Scott Notary Public, State of Ohio

M0058325_Portal

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That RLI Insurance Company and/or Contractors Bonding and Insurance Company, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Gary A. Cardinale, Joseph V. Cardinale, Salvatore Cardinale, jointly or severally

in the City of Buffalo, State of New York its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 13th day of September, 2023.



RLI Insurance Company
Contractors Bonding and Insurance Company

By:

Barton W. Davis

Vice President

State of Illinois

County of Peoria

} SS

On this 13th day of September, 2023, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

By:

Catherine D. Geiger

Catherine D. Geiger

Notary Public



CERTIFICATE

I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this 24th day of April, 2025.

RLI Insurance Company

Contractors Bonding and Insurance Company

By:

Jeffrey D. Dick

Corporate Secretary

RESOLUTION NO. 86

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO AWARD RFB-2025-004 AND ENTER INTO
AN AGREEMENT WITH CENTRAL PAVING, INC., FOR THE 2025 PARRY STREET
RECONSTRUCTION PROJECT (\$876,815.00).**

By _____:

WHEREAS, Joseph Guiliano, Commissioner of Public Works for the City of Rome, has recommended that the City of Rome, New York, retain the services of Central Paving, Inc., for the 2025 Parry Street Reconstruction Project, for a total amount not to exceed \$876,815.00, 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 Central Paving, Inc., for the 2025 Parry Street Reconstruction Project, for a total amount not to exceed \$876,815.00, 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 _____.

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

ADOPTED _____ DEFEATED _____

2025 Parry Street Reconstruction Project - CANVAS OF BIDS

Item #	Description of Work to be Performed	CONTRACTOR				BIDDER TOTAL PRICES				BIDDER TOTAL PRICES				BIDDER TOTAL PRICES			
		Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1.00	Un-bonded Flexible	2200	CY	\$161.24	\$354,728.00	\$20.00	\$44,000.00	\$20.00	\$44,000.00	\$20.00	\$44,000.00	\$20.00	\$44,000.00	\$20.00	\$44,000.00	\$20.00	\$44,000.00
13.10	8 inch PVC SDR 2635 Sanitary Pipe - (Includes the cost of installation but does NOT include cost of excavation and backfill materials)	10	LF	\$13,200.00	\$132,000.00	\$13,200.00	\$132,000.00	\$13,200.00	\$132,000.00	\$13,200.00	\$132,000.00	\$13,200.00	\$132,000.00	\$13,200.00	\$132,000.00	\$13,200.00	\$132,000.00
13.12	12 inch ADS HDPE 4112 Storm Pipe - (Includes the cost of installation but does NOT include cost of excavation and backfill materials)	20	LF	\$110.00	\$2,200.00	\$25.00	\$500.00	\$25.00	\$500.00	\$25.00	\$500.00	\$25.00	\$500.00	\$25.00	\$500.00	\$25.00	\$500.00
15.00	Gravel and Backfill - (Includes cost of excavation and removal of existing materials)	100	CY	\$30.00	\$3,000.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
20.00	Reset Manhole to Required Grade - Precast Grade Rings Only	1	EA	\$300.00	\$300.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00
22.10	Reset Manhole to Required Grade - Precast Grade Rings Only	1	EA	\$115.00	\$115.00	\$445.00	\$445.00	\$445.00	\$445.00	\$445.00	\$445.00	\$445.00	\$445.00	\$445.00	\$445.00	\$445.00	\$445.00
22.20	Reset Manhole to Required Grade - Precast Grade Rings Only	1	EA	\$110.00	\$110.00	\$440.00	\$440.00	\$440.00	\$440.00	\$440.00	\$440.00	\$440.00	\$440.00	\$440.00	\$440.00	\$440.00	\$440.00
24.00	Reset Manhole to Required Grade - Precast Grade Rings Only	1	EA	\$30.00	\$30.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00
25.00	Reset Manhole to Required Grade - Precast Grade Rings Only	1	EA	\$4.00	\$4.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
27.00	NYSDOT Item #403.11802 - Type 1 Base Course - Approximate 3 inch Lift Thickness	20	TCM	\$125.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
28.10	NYSDOT Item #403.13802 - Type 3 Binder Course - Approximate 2.5 inch Lift Thickness	20	TCM	\$125.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
29.00	NYSDOT Item #403.18202 - Type 7F Top Course - Approximate 1.5 inch Lift Thickness	20	TCM	\$125.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
30.00	NYSDOT Item #403.18202 - Type 7F Top Course - Approximate 1.5 inch Lift Thickness	20	TCM	\$125.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
33.00	NYSDOT Item #623.02 - Crushed Gravel or Item #623.03 - Crushed Stone - (Includes cost of materials and installation)	900	TCM	\$24.00	\$21,600.00	\$21,600.00	\$21,600.00	\$21,600.00	\$21,600.00	\$21,600.00	\$21,600.00	\$21,600.00	\$21,600.00	\$21,600.00	\$21,600.00	\$21,600.00	\$21,600.00
33.30	NYSDOT Class D Concrete - 6 inch Depth Concrete Sidewalk - Remove and Replace	11000	SF	\$15.00	\$165,000.00	\$15.00	\$165,000.00	\$15.00	\$165,000.00	\$15.00	\$165,000.00	\$15.00	\$165,000.00	\$15.00	\$165,000.00	\$15.00	\$165,000.00
33.30	ADA Detectable Warning Plate - Steel DURALAST Detectable - EJ USA Prod. #00700721 - (Includes cost of material and installation)	80	SF	\$40.00	\$3,200.00	\$3,200.00	\$3,200.00	\$3,200.00	\$3,200.00	\$3,200.00	\$3,200.00	\$3,200.00	\$3,200.00	\$3,200.00	\$3,200.00	\$3,200.00	\$3,200.00
35.00	Asphalt Driveway - 3 inch Binder, 1 inch Top - Remove and Replace	550	SF	\$4.00	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00
36.10	Soil Grass Planting - (Includes the cost to place and grade 2 inches of topsoil, initial sod, and maintain watering)	15000	SF	\$1.15	\$17,250.00	\$17,250.00	\$17,250.00	\$17,250.00	\$17,250.00	\$17,250.00	\$17,250.00	\$17,250.00	\$17,250.00	\$17,250.00	\$17,250.00	\$17,250.00	\$17,250.00
39.00	Tree Planting - (Includes cost to excavate and install trees as noted on the plans)	22	EA	\$600.00	\$13,200.00	\$13,200.00	\$13,200.00	\$13,200.00	\$13,200.00	\$13,200.00	\$13,200.00	\$13,200.00	\$13,200.00	\$13,200.00	\$13,200.00	\$13,200.00	\$13,200.00
52.00	8 inch Exposed Aggregate Concrete Water Main - (Includes the cost of excavation and backfill materials)	20	LF	\$42.50	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00
63.00	Asphalt Driveway - 3 inch Binder, 1 inch Top - Remove and Replace	1	EA	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
79.00	NYSDOT Item #403.13802 - Type 3 Subbase Material - Crusher Run Material	1600	TCM	\$22.00	\$35,200.00	\$35,200.00	\$35,200.00	\$35,200.00	\$35,200.00	\$35,200.00	\$35,200.00	\$35,200.00	\$35,200.00	\$35,200.00	\$35,200.00	\$35,200.00	\$35,200.00
80.00	NYSDOT Item #403.13802 - Type 3 Subbase Material - Crusher Run Material	2500	TCM	\$22.00	\$55,000.00	\$55,000.00	\$55,000.00	\$55,000.00	\$55,000.00	\$55,000.00	\$55,000.00	\$55,000.00	\$55,000.00	\$55,000.00	\$55,000.00	\$55,000.00	\$55,000.00
86.00	Genetex Woven Fabric - Roadway Subbase Fabric	3200	SF	\$2.81	\$9,072.00	\$9,072.00	\$9,072.00	\$9,072.00	\$9,072.00	\$9,072.00	\$9,072.00	\$9,072.00	\$9,072.00	\$9,072.00	\$9,072.00	\$9,072.00	\$9,072.00
90.00	Sanitary System - Sanitary Lateral 4 inch PVC SDR 2635 (includes the cost of excavation and installation of pipe)	1	EA	\$140.00	\$140.00	\$140.00	\$140.00	\$140.00	\$140.00	\$140.00	\$140.00	\$140.00	\$140.00	\$140.00	\$140.00	\$140.00	\$140.00
91.00	Sanitary System - Sanitary Lateral 4 inch PVC SDR 2635 (includes the cost of excavation and installation of pipe)	1	EA	\$140.00	\$140.00	\$140.00	\$140.00	\$140.00	\$140.00	\$140.00	\$140.00	\$140.00	\$140.00	\$140.00	\$140.00	\$140.00	\$140.00
112.00	Water System - Water Main 36 inch - See Specifications (includes cost to live top the water main)	1200	LF	\$3.50	\$4,200.00	\$4,200.00	\$4,200.00	\$4,200.00	\$4,200.00	\$4,200.00	\$4,200.00	\$4,200.00	\$4,200.00	\$4,200.00	\$4,200.00	\$4,200.00	\$4,200.00
113.00	Water System - Water Main 36 inch - See Specifications (includes cost to live top the water main)	32	EA	\$104.67	\$3,350.24	\$3,350.24	\$3,350.24	\$3,350.24	\$3,350.24	\$3,350.24	\$3,350.24	\$3,350.24	\$3,350.24	\$3,350.24	\$3,350.24	\$3,350.24	\$3,350.24
114.00	Water System - Water Main 36 inch - See Specifications (includes cost to live top the water main)	32	EA	\$104.67	\$3,350.24	\$3,350.24	\$3,350.24	\$3,350.24	\$3,350.24	\$3,350.24	\$3,350.24	\$3,350.24	\$3,350.24	\$3,350.24	\$3,350.24	\$3,350.24	\$3,350.24
115.00	Water System - Water Main 36 inch - See Specifications (includes cost to live top the water main)	1200	LF	\$7.52	\$9,024.00	\$9,024.00	\$9,024.00	\$9,024.00	\$9,024.00	\$9,024.00	\$9,024.00	\$9,024.00	\$9,024.00	\$9,024.00	\$9,024.00	\$9,024.00	\$9,024.00
117.00	Water System - Abandon Existing Water Service (includes the cost of excavation and abandonment of water service)	32	EA	\$40.00	\$1,280.00	\$1,280.00	\$1,280.00	\$1,280.00	\$1,280.00	\$1,280.00	\$1,280.00	\$1,280.00	\$1,280.00	\$1,280.00	\$1,280.00	\$1,280.00	\$1,280.00
193.00	Pre-Cast Concrete Driveway Inlet Catch Basin - 4 Foot Diameter Circular - Details as Shown on Plans - (Includes cost of materials and installation)	1	EA	\$1,350.00	\$1,350.00	\$1,350.00	\$1,350.00	\$1,350.00	\$1,350.00	\$1,350.00	\$1,350.00	\$1,350.00	\$1,350.00	\$1,350.00	\$1,350.00	\$1,350.00	\$1,350.00
199.00	Pre-Cast Concrete Driveway Inlet Catch Basin - 2 FT X 2 FT X 3 FT Square - Details as Shown on Plans - (Includes cost of materials and installation)	3	EA	\$600.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00
202.00	Pre-Cast Concrete Driveway Inlet Catch Basin - 2 FT X 2 FT X 3 FT Square - Details as Shown on Plans - (Includes cost of materials and installation)	10	EA	\$200.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
210.00	Pre-Cast Concrete Driveway Inlet Catch Basin - 2 FT X 2 FT X 3 FT Square - Details as Shown on Plans - (Includes cost of materials and installation)	1	EA	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00
212.00	Pre-Cast Concrete Driveway Inlet Catch Basin - 2 FT X 2 FT X 3 FT Square - Details as Shown on Plans - (Includes cost of materials and installation)	1	EA	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00
214.00	Pre-Cast Concrete Driveway Inlet Catch Basin - 2 FT X 2 FT X 3 FT Square - Details as Shown on Plans - (Includes cost of materials and installation)	1	EA	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00
234.00	Pre-Cast Concrete Driveway Inlet Catch Basin - 2 FT X 2 FT X 3 FT Square - Details as Shown on Plans - (Includes cost of materials and installation)	1	EA	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00
TOTAL BID		\$771,096.92				\$876,815.00				\$1,047,740.00				\$1,099,230.00			

JEFFREY LANIGAN
MAYOR



JENNIFER GLEASMAN
PURCHASING AGENT

BID TALLY SHEET

BID NUMBER: RFB-2025-004
BID OPENING: 4/24/2025 at 11:00 AM (local time)
BID TITLE: Parry Street Reconstruction Project

Vendor	Amount	Bid Security	Date & Time	Initials
Central Paving Inc	876,815.00	bid bond ✓	4/24/25 @ 10:45am	(P)
Dolomite Products Company Inc.	1,047,740.00	bid bond ✓	4/24/25 @ 10:40am	(P)
James Brady Paving & Excavating	771,096.92	bid bond ✓	4/24/25 @ 10:42am	(P)
Castello Blacktop Paving Inc.	1,481,952.00	bid bond ✓	4/24/25 @ 10:40am	(P)
Burnett Paving Materials Inc.	1,260,588.00 1,278,320.00	bid bond ✓	4/24/25 @ 10:30am	(P)
MJ Dakota Inc	1,278,320.00	bid bond ✓	4/24/25 @ 10:47am	(P)

Bid Advertisement

Sealed bid will be received by the City Clerk of the City of Rome, New York, up until:
APRIL 24, 2025, 11:00 AM for the following project:

RFB-2025-004

2025 Parry Street Reconstruction Project

BID OPENING

Bid will be publicly opened and read aloud on APRIL 24, 2025 at 11:00 AM.

Bids will be opened in the Council Chambers located at:

198 North Washington St, Rome, NY, 13440

Rome City Hall, 2nd Floor

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. Bid packages can be delivered to Rome City Hall or dropped in overnight depository.

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-2025-004 2025 Parry Street Reconstruction Project

BID MATERIALS

Bids will be advertised electronically at:

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

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 holders list, in order to receive addenda and any other bid correspondence. Bids received from contractors other than those on the official plan holders list will not be accepted. To be placed on the official plan holders list please contact:

Patrick D. Surace, P.E.

Engineer II

City of Rome

Engineering Department

198 N. Washington Street

Rome, New York 13440

C: (315) 335-2653

PSurace@RomeCityGov.com

ADDENDA

The City will issue addenda once all project and bid questions have been received. The City will not respond to bidder's questions after April 18, 2025.

PRE-BID CONFERENCE & PROJECT QUESTIONS

There will be no pre-bid conference for this project bid.

All project and bid questions must be received by:

April 18, 2025

All questions should be directed to:

Patrick D. Surace, P.E.

Engineer II

City of Rome

Engineering Department

198 N. Washington Street

Rome, New York 13440

C: (315) 335-2653

PSurace@RomeCityGov.com

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, NY. No bidder may withdraw their bid within forty-five (45) calendar days after the actual date of the opening thereof.

BID ADVERTISEMENT NOTES

It is the policy of the City of Rome to encourage the greatest possible participation of minority and women-owned business enterprises (MWBEs). All qualified MWBE suppliers, contractors, and/or businesses will be afforded equal opportunity without discrimination based on race, color, religion, national origin, sex, age, disability, or sexual preference.

The City of Rome reserves the Right to Reject any and all bid proposals deemed to be NOT in the best interest of the City.

The City of Rome also reserves the Right to Accept any bid proposal deemed to be in the best interest of the City.

Dated: April 10, 2025

Eric Seelig, City Clerk

City of Rome, NY

Board of Estimate and Contract

RFB - 2025 - 004 2025 Parry Street Reconstruction Project

Bid Opening: April 24, 2025 - 11:00 AM

Plan Holders List

Date	Contractor	Contact Information
1	Central Paving	Mailing Address: 4247 Acme Road, Frankfort, NY 13440
	Contact Name: Jamie Aiello / Roy Roorda	Email Address: jamie@centralpavinginc.net / r.roorda@centralpavinginc.net
	Cell Phone: 315-939-9799	Phone: 315-894-3196
2	Barrett Paving Materials	Mailing Address: 4530 Wetzel Road, Liverpool, NY 13090
	Contact Name: Josh Leviker	Email Address: jleviker@barrettpaving.com
	Cell Phone: 315-391-5405	Phone: 315-652-4585
3	Dolomite / Ulster	Mailing Address: 6375 Tuttle Road, Canastota, NY 13032
	Contact Name: Marty Reff	Email Address: mreff@dolomitegroup.com / alewis@callanan.com
	Cell Phone: 315-447-6631	Phone: 315-447-6631
4	Mohawk Valley Materials / MVM	Mailing Address: 1914 Black River Blvd N, Rome, NY 13440
	Contact Name: Jenna DeBlasiis	Email Address: jd@mohawkvalleymaterials.com / aeo@mohawkvalleymaterials.com
		Phone: 315-507-2538
5	IDH, LLC	Mailing Address: 10280 Old State Rd, Carthage, NY 13619
	Contact Name: Ryan Kelley	Email Address: Ryan@idhpro.com
		Phone: 315-778-9876
6	BP Excavation, LLC	Mailing Address: 764 Burt Rd
	Contact Name: Cody Petras	Email Address: codypetras@bpexcavation.net
		Phone: 315-717-8041
7	Costello Blacktop Paving	Mailing Address: 1 Technology Blvd, Canastota, NY 13032
	Contact Name: Mike Granieri	Email Address: mgranieri@costellopaving.com
	Cell: 315-251-0387	Phone: 315-875-3093
8	L. P. Trucking and Excavating	Mailing Address: 8290 Gore Road, Rome, NY 13440
	Contact Name: Louise Shipano / Peter Shipano	Email Address: lptruckandexc@gmail.com
		Phone: 315-534-0416
9	F.P. Kane Construction Inc.	Mailing Address: 241 Front St, Vestal, NY 13850
	Contact Name: Paul Kane Jr.	Email Address: Paul@fpkane.com
		Phone: 607-343-6006
10	MJ Dakota	Mailing Address: 114 Main St, Oneida, NY 13421
	Contact Name: Dakota DeCuffa	Email Address: Dakota@mjdakota.com
		Phone: 315-727-8822

Patrick Surace

Subject: FW: City of Rome, NY - Bid Opportunity - RFB-2025-004: Parry Street Reconstruction Project
Attachments: 2025 Parry Street Reconstruction Project - Addendum Questions and Answers.pdf, Parry Street CDBG Bid Insert.pdf

From: Patrick Surace <PSurace@romecitygov.com>
Sent: Monday, April 21, 2025 8:40 AM
To: Patrick Surace <PSurace@romecitygov.com>
Subject: RE: City of Rome, NY - Bid Opportunity - RFB-2025-004: Parry Street Reconstruction Project

All,

RFB-2025-004: Parry Street Reconstruction Project

Please see attached files for Addendum #1 with Project Questions and Answers as well as CDBG Bidding Guideline Docs.

Please see attached the CDBG Bid Insert for Parry Street for inclusion in the bid package amendment.

At the time of the bid, we'll need back from each bidder:

- Federal Contract Provisions Bidder Certification Form (page 29)
- Section 3 Utilization Plan (pages 39-42)
- Bidder Questionnaire (page 45)
- Non-Collusive Bidding Certificate (page 49)

Post-bid submittals should include:

- Section 3 Housing and Community Development Employer Certification Form 4736A (pages 35-36, as needed)
- Section 3 Worker Self-Certification Housing and Community Development Form 4736C (pages 37-38, as needed)
- Subcontractor Questionnaire (page 46)

Thank you for your interest,

Patrick D. Surace, P.E.
Engineer II
City of Rome
Engineering Department
198 N. Washington Street
Rome, New York 13440
C: (315) 335-2653
psurace@romecitygov.com
www.romenewyork.com



Jeffrey M. Lanigan
Mayor

Patrick Surace, P.E.
Engineer II

Thomas Davis
Engineer I

**CITY OF ROME
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

ROME CITY HALL, 198 N. WASHINGTON STREET
ROME, NEW YORK 13440
Phone: (315) 339-7635
www.romenewyork.com

Joseph G. Guiliano
Commissioner of Public Works

Eric Seifert
Public Works Inspector

Dylan Foley
Engineer I

May 1, 2025

James Bray Paving & Excavation LLC
9048 Bray Road
Sauquoit, New York 13456

Mr. James Bray,

This letter is in regards to RFB-2025-004 2025 Parry Street Reconstruction - Bid Package. Please review this letter as well as the other documents attached to the email sent.

There are very specific bidding requirements as clearly stated in the Bid Advertisement, Contract Documents, and Addendum attached. Failure to meet these bidding requirements will invalidate a bid and cause reason for rejection of that bid.

There are two major bidding requirements which were not met with your Bid Package:

1. Official Plan Holders List – All contractors who intend to submit a bid for this project are required to be placed on the Official Plan Holders List. Bids received from contractors other than those on the official plan holders list will not be accepted. This is a very important requirement so that all Addenda and bidding information is properly distributed to contractors of bid. James Bray Paving was not listed on the Official Plan Holders List and contact with the City of Rome Engineering Office was never made to ensure they were included as a bidder of record.
2. CDBG Bid Insert – There was an Addendum issued for this project which was distributed to all contractors on the Official Plan Holders List. One of the documents included in that Addendum was the CDBG Bid Insert. This bid insert is a requirement to be included in the bid package at the time of bid, as clearly stated in the bidding documents and email which was sent to all bidders of record. James Bray Paving did not submit the required CDBG Bid Insert with their bid package at the time of bid. This is a requirement through federal law and is cause to jeopardize funding for the project.



Jeffrey M. Lanigan
Mayor

Patrick Surace, P.E.
Engineer II

Thomas Davis
Engineer I

CITY OF ROME
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ROME CITY HALL, 198 N. WASHINGTON STREET
ROME, NEW YORK 13440
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Joseph G. Guiliano
Commissioner of Public Works

Eric Seifert
Public Works Inspector

Dylan Foley
Engineer I

Due to the fact that James Bray Paving did not meet these Bidding Requirements the submitted Bid Package is therefore Rejected and will not be accepted by the City of Rome. The City of Rome reserves the Right to Reject any and all bid proposals deemed to be not in the best interest of the City.

If there are questions or concerns in regards to this letter please contact the Engineering Office using the contact information shown below.

Respectfully,

Patrick D. Surace, P.E.
Engineer II
City of Rome
Engineering Department
198 N. Washington Street
Rome, New York 13440
C: (315) 335-2653
psurace@romecitygov.com
www.romenewyork.com

JEFFREY M. LANIGAN
MAYOR



JOSEPH G. GUILIANO
PUBLIC WORKS

ENGINEERING DEPARTMENT
ROME CITY HALL ♦ 198 N. WASHINGTON STREET
ROME, NEW YORK 13440
(315) 838-1722
www.RomeNewYork.com

BID NUMBER: RFB - 2025 - 004
BID TITLE: 2025 PARRY STREET RECONSTRUCTION PROJECT
BID DUE: APRIL 24, 2025 at 11:00 AM
BID OPENING: APRIL 24, 2025 at 11:00 AM

COMPANY NAME: James Bray Paving
MAILING ADDRESS: 9048 Bray Road
Saugus, NY 13456
PHONE: 315-794-6879
EMAIL: jamesbraypaving@yahoo.com
WEBSITE: jamesbraypaving.com
SIGNATURE: James Bray
PRINTED NAME/TITLE: James Bray - President

TOTAL OF BID IN FIGURES: \$771,096.92

TOTAL OF BID IN WORDS: Seven hundred Seventy one
Thousand ninty six dollars & 92/100

PLEASE ATTACH BID BOND OR CERTIFIED CHECK TO THIS PAGE



2025 PARRY STREET RECONSTRUCTION PROJECT					
Item #	Description of Work Performed				
	Unclassified Description	Quantity	Unit	Unit Price	Amount
1.00	Unclassified Description	2300	CY	65.24	150,052.00
13.10	8 inch PVC SDR 2605 Sanitary Pipe - (Includes the cost of installation but does NOT include cost of excavation and backfill materials)	10	LF	20.00	200.00
13.12	12 inch ADS HDPE N-12 Storm Pipe - (Includes the cost of installation but does NOT include cost of excavation and backfill materials)	20	LF	10.00	200.00
15.00	Thrust and Restraint - (Includes cost of sand/gravel and removal of existing materials)	100	CY	30.00	3,000.00
20.00	Water System - New Water Pipe - 3 inch Sanitary Type	1	EA	300.00	300.00
22.10	Flowed Manhole to Replaced Grate - Precast Concrete Ring Only	3	EA	135.00	405.00
22.20	Flowed Catch Basin to Replaced Grate - Precast Concrete Ring Only	4	EA	110.00	440.00
24.00	HYSDOT Concrete Curb - 8 ft Formed - Straight or Radius	1950	LF	30.00	58,500.00
25.00	Manhole Manhole (Flow Crest)	500	GAL	4.00	2,000.00
27.00	HYSDOT Item #403 150002 - Type 1 Base Course - Approximate 3 inch Lift Thickness	550	TON	125.00	68,750.00
28.00	HYSDOT Item #403 150002 - Type 2 Base Course - Approximate 2.5 inch Lift Thickness	450	TON	125.00	56,250.00
28.10	HYSDOT Item #403 150002 - Type 3 Base Course Hand Work - Approximate 2.5 inch Lift Thickness	20	TON	125.00	2,500.00
29.00	HYSDOT Item #403 150002 - Type 3 Base Course - Approximate 1.5 inch Lift Thickness	300	TON	125.00	37,500.00
29.10	HYSDOT Item #403 150002 - Type 3 Base Course - Approximate 1.5 inch Lift Thickness	20	TON	125.00	2,500.00
30.00	HYSDOT Item #403 150002 - Type 3 Base Course - Approximate 1.5 inch Lift Thickness	900	TON	24.00	21,600.00
33.00	HYSDOT Class D Concrete - 8 inch Depth Concrete Slabwork - Remove and Replace	11600	SF	15.00	174,000.00
33.30	ADA Detectable Warning Plate - Steel DURALAST Detectable - EJ USA Prod. #00700721 - (Includes cost of material and installation)	80	SF	40.00	3,200.00
35.00	Gravel Shoulder - 3 inch Depth - 1 inch Top - Remove and Replace	550	SY	4.00	2,200.00
38.10	Soil Gravel Paving - (Includes the cost to place and grade 2 inches of 1 1/2 inch gravel and maintain watering)	15500	SF	1.15	17,825.00
39.00	Tree Planting - (Includes seed to establish and install trees as noted on the plans)	22	EA	600.00	13,200.00
52.00	8 inch Ductile Iron Clean 20 Yd/Water (Includes the cost of excavation and backfill materials)	20	LF	42.50	850.00
63.00	Sanitary Existing Manhole (Includes the cost of excavation and abandonment of manhole)	1	EA	2,500.00	2,500.00
79.00	HYSDOT Type 2 Subgrade Material - Cleaned Plan Material	1600	TON	22.00	35,200.00
80.00	HYSDOT Type 4 Subgrade Material - Gravel Material	2500	TON	22.00	55,000.00
86.00	Concrete Manhole Frame - Rectangular Subgrade Frame	3200	SY	.81	2592.00
90.00	Sanitary System - Sanitary Lateral 4 inch Wye Branch Connection - 8 X 8 X 4 inch Wye Branch	1	EA	140.00	140.00
91.00	Sanitary System - Sanitary Lateral 4 inch PVC SDR 2605 (Includes the cost of excavation and installation of pipe)	1200	LF	3.50	4,200.00
112.00	Water System - Manhole Grate (New with) Reinforced Steel Rod	32	EA	100.79	3,225.28
113.00	Water System - Curb Stop 3/4 inch - See Specification	32	EA	104.07	3,330.24
114.00	Water System - Corporation Stop 3/4 inch - See Specification (Includes cost to first tap the water main)	32	EA	51.57	1,650.24
115.00	Water System - Copper Water Service 3/4 inch Type K Copper (Includes the cost of excavation and installation of water service)	1200	LF	7.52	9,024.00
117.00	Water System - Manhole Grate (New with) Reinforced Steel Rod	32	EA	46.88	1,500.16
193.00	Pre-Cast Concrete Sanitary Manhole - 4 Foot Diameter Circular, Details as Shown on Plans - (Includes cost of materials and installation)	1	EA	1,350.00	1,350.00
199.00	Pre-Cast Concrete Drainage Inlet Catch Basin - 2 ft X 2 ft X 3 ft Square, Details as Shown on Plans - (Includes cost of materials and installation)	3	EA	550.00	1,650.00
202.00	Final Gravel	10	EA	26.30	263.00
210.00	Survey and Layout Operations	1	LS	6,000.00	6,000.00
212.00	Field Change Allowance	1	LS	\$25,000.00	\$25,000.00
214.00	Maintenance and Protection of Traffic	1	LS	1,000.00	1,000.00
234.00	Mobilization Payment - (Mobilization Must Not Exceed 4% of Total Bid)	1	LS	2,000.00	2,000.00
	TOTAL BID			\$771,096.92	

NON-COLLUSIVE BIDDING CERTIFICATE

Pursuant to Chapter 675, Laws of 1966

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

(1) The prices in this Bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor,

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly or indirectly, to any other Bidder or to any competitor and

(3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition.

James Bray Paving
(BIDDER)

BY: Shelley Bray
CFE
(Title)

PROJECT: RFB-2025-004 2025 Parry Street Reconstruction Project

EMERGENCY CONTACT NUMBERS

Contact Shelley Bray
Name or Names of person(s) to be contacted in case of emergency

	<u>CONTACT PERSON</u>	<u>NOS. CAN BE REACHED AT*</u>
1.	<u>Shelley Bray</u>	<u>315-794-6879</u> cell
2.	<u>James Bray</u>	<u>315-534-3234</u> cell
3.	<u>Stacy Love</u>	<u>315-724-2798</u> land

WEEKEND, AFTER HOURS AND HOLIDAYS CONTACT PERSON

	<u>CONTACT PERSON</u>	<u>NOS. CAN BE REACHED AT*</u>
1.	<u>Shelley Bray</u>	<u>315-794-6879</u> cell
2.	<u>James Bray</u>	<u>315-534-3234</u> cell
3.	<u></u>	<u></u>

* Please indicate land line telephone, cell-phone and pager numbers (if applicable)
The Engineer will use ONLY numbers listed above to contact Contractor's Representative. The contact person shall have full authority and capability to mobilize forces promptly as required to respond to an emergency and protect the public.



Jeffrey M. Lanigan
Mayor

Patrick Surace, P.E.
Engineer II

Thomas Davis
Engineer I

**CITY OF ROME
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

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ROME, NEW YORK 13440
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Joseph G. Guiliano
Commissioner of Public Works

Eric Seifert
Public Works Inspector

April 21, 2025

RFB-2025-004 2025 Parry Street Reconstruction Project – Addendum Questions and Answers

Official Plan Holders,

Thank you for your interest in the City of Rome 2025 Parry Street Reconstruction Project. Below you will find Questions and Answers regarding the project bidding documents. Please review this information as required in the bidding process.

1. Q: Dolomite – Drawing C102 Demo Plan, shows “remove tree/stump” but there is no clearing & grubbing item, is this going to be the cities responsibility or will it be included in our cost for unclassified excavation?
A: City of Rome – Any and all Tree Stump Removals will be paid for under Item #1.0 Unclassified Excavation.
2. Q: Dolomite – Page 39 of the book shows a completion date of August 29, 2024, should it be August 29, 2025?
A: City of Rome – Yes, the completion date is August 29, 2025.
3. Q: Dolomite – Is the concrete in this project going to meet the new NYSDOT PEM Requirements?
A: City of Rome – No, there will be no new or additional NYSDOT PEM testing requirements for concrete installed for this project. If there is a need for any type of concrete testing it will be ordered by the Engineer and paid for at the cost of the City of Rome.

Best,

Patrick D. Surace, P.E.
Engineer II
City of Rome
Engineering Department
198 N. Washington Street
Rome, New York 13440
C: (315) 335-2653
psurace@romecitygov.com
www.romenewyork.com

BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address):

James Bray Paving Inc.
9038 Bray Road, Building 2
Sauquoit, NY 13456

SURETY (Name, and Address of Principal Place of Business):

Contractors Bonding and Insurance Company
9025 N. Lindbergh Dr. Peoria, IL 61615
P.O. Box 3967 Peoria, IL 61612-3967



OWNER (Name and Address):

City of Rome
198 Washington Street
Rome, NY 13440

BID

Bid Due Date: April 24, 2025

Description (Project Name— Include Location):

City of Rome - Perry Street Reconstruction Project - Sewer and Water

BOND

Bond Number: Assigned Upon Award

Date: April 22, 2025

Penal sum Five Percent of Bid Amount (Words) \$ 0.05 (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

James Bray Paving Inc. (Seal)
Bidder's Name and Corporate Seal

SURETY

Contractors Bonding and Insurance Company
Surety's Name and Corporate Seal



By:

Signature

James Bray

Print Name

President

Title

Attest:

Signature

Title

By:

Signature (Attach Power of Attorney)

Michelle A. Allen

Print Name

Attorney-in-Fact

Title

Attest:

Signature Chrissy Fiaschetti-Hoey

Title

Commercial Lines CSR

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder that submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:

- 1.1 If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and
- 1.2 In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.
- 1.3 Recovery under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

- 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
- 3.2 All Bids are rejected by Owner, or
- 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

David B. Payne, Jennifer L. Payne, Debbie Prithcard, Barbara Curry, Michelle A. Allen, Jodi Croniser, Christine Fiaschetti, Heather
Memery, jointly or severally

in the City of Boonville, State of New York its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 12th day of September, 2022.



RLI Insurance Company
Contractors Bonding and Insurance Company

By: Barton W. Davis Vice President

State of Illinois
County of Peoria

} SS

On this 12th day of September, 2022, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Glover Notary Public



CERTIFICATE

I, the undersigned officer of **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** this 22nd day of April, 2025.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D. Fick Corporate Secretary

JEFFREY LANIGAN
MAYOR



JENNIFER GLEASMAN
PURCHASING AGENT

BID TALLY SHEET

BID NUMBER: RFB-2025-004
BID OPENING: 4/24/2025 at 11:00 AM (local time)
BID TITLE: Parry Street Reconstruction Project

Vendor	Amount	Bid Security	Date & Time	Initials
Central Paving Inc	876,815.00	bid bond ✓	4/24/25 @ 10:45 am	(JG)
Dolomite Products Company Inc.	1,047,740.00	bid bond ✓	4/24/25 @ 10:40 am	(JG)
James Brady Paving & Excavating	771,096.92	bid bond ✓	4/24/25 @ 10:47 am	(JG)
Costello Blacktop Paving Inc.	1,481,952.00	bid bond ✓	4/24/25 @ 10:40 am	(JG)
Burnett Paving Materials Inc.	1,260,588.00 + 278,320.00	bid bond ✓	4/24/25 @ 10:30 am	(JG)
MJ Deckster Inc.	1,278,320.00	bid bond ✓	4/24/25 @ 10:47 am	(JG)

JEFFREY M. LANIGAN
MAYOR



JOSEPH G. GUILIANO
PUBLIC WORKS

ENGINEERING DEPARTMENT
ROME CITY HALL ♦ 198 N. WASHINGTON STREET
ROME, NEW YORK 13440
(315) 838-1722
www.RomeNewYork.com

BID NUMBER: RFB - 2025 - 004
BID TITLE: 2025 PARRY STREET RECONSTRUCTION PROJECT
BID DUE: APRIL 24, 2025 at 11:00 AM
BID OPENING: APRIL 24, 2025 at 11:00 AM

COMPANY NAME: Central Paving Inc
MAILING ADDRESS: 4247 Acme Rd
Frankfort, NY 13340
PHONE: 315-894-3196
EMAIL: office@centralpavinginc.net
WEBSITE:
SIGNATURE: [Signature]
PRINTED NAME/TITLE: Frank Tangorra, President

TOTAL OF BID IN FIGURES: \$ 876,815-

TOTAL OF BID IN WORDS: Eight Hundred Seventy Six Thousand & Eight Hundred Fifteen Dollars No Cents

PLEASE ATTACH BID BOND OR CERTIFIED CHECK TO THIS BIDDING



CNA SURETY

Bid Bond

Bond No. 04212025

CONTRACTOR:

(Name, legal status and address)

Central Paving Inc
4247 Acme Rd
Frankfort NY 13340

SURETY: Western Surety Company: South Dakota Corporation

(Name, legal status and principal place
of business)

151 N. Franklin Street
17th Floor
Chicago, IL 60606

This document has important legal
consequences. Consultation with
an attorney is encouraged with
respect to its completion or
modification.

Any singular reference to
Contractor, Surety, Owner or
other party shall be considered
plural where applicable.

OWNER:

(Name, legal status and address)

City of Rome
198 North Washington St.
Rome, NY 13440

BOND AMOUNT: 5%

PROJECT:

(Name, location or address, and Project number, if any)

2025 Parry Street Reconstruction Project
Street Reconstruction, Conc Curbs/SW, Asphalt paving, Water/Sewer Laterals

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

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

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

Signed and sealed this 21 day of April, 2025

(Witness)

Central Paving Inc

(Principal)

(Seal)

(Title) Frank P Tangorra, President

Western Surety Company

(Surety)

(Seal)

(Witness)

(Title) Jordan T. Kaller, Attorney-In-Fact

Bid Bond

Instructions

GENERAL INFORMATION

Purpose. AIA Document A310—2010 establishes the maximum penal amount that may be due the Owner if the Bidder fails to execute the contract and to provide the required performance and payment bonds, if any. It provides assurance that, if a bidder is offered a contract based on its tendered proposal but fails to enter into the contract, the Owner will be paid the difference in cost to award the contract to the next qualified bidder, so long as the difference does not exceed the maximum penal amount of the bond.

Related Documents. A310 is not incorporated by reference into other AIA documents. For further reference on bonding procedures, see AIA Document A701™—1997, Instructions to Bidders; and AIA Document G612™—2001, Owner's Instructions to Architect.

Use of Non-AIA Forms. AIA Document A310 may be used with any appropriate AIA or non-AIA document. CAUTION SHOULD BE EXERCISED BEFORE ITS USE TO VERIFY ITS COMPLIANCE WITH CURRENT LAWS AND REGULATIONS BY CONSULTING WITH AN ATTORNEY OR A BOND SPECIALIST.

USING A310—2010

Modifications. Particularly with respect to professional or contractor licensing laws, building codes, taxes, monetary and interest charges, arbitration, indemnification, format and font size, AIA Contract Documents may require modification to comply with state or local laws. Users are encouraged to consult an attorney before completing or modifying a document.

In a purchased paper AIA Contract Document, necessary modifications may be accomplished by writing or typing the appropriate terms in the blank spaces provided on the document, or by attaching Supplementary Conditions, special conditions or referenced amendments.

Modifications directly to purchased paper AIA Contract Documents may also be achieved by striking out language. However, care must be taken in making these kinds of deletions. Under NO circumstances should standard language be struck out to render it illegible. For example, users should not apply blocking tape, correction fluid or Xs that would completely obscure text. Such practices may raise suspicion of fraudulent concealment, or suggest that the completed and signed document has been tampered with. Both parties should initial handwritten changes.

Using AIA software, modifications to insert information and revise the standard AIA text may be made as the software permits.

By reviewing properly made modifications to a standard AIA Contract Document, parties familiar with that document can quickly understand the essence of the proposed relationship. Commercial exchanges are greatly simplified and expedited, good faith dealing is encouraged, and otherwise latent clauses are exposed for scrutiny.

AIA Contract Documents may not be retyped or electronically scanned. Retyping can introduce typographic errors and cloud legal interpretation given to a standard clause. Furthermore, retyping and electronic scanning are not permitted under the user's limited license for use of the document, constitute the creation of a derivative work and violate the AIA's copyright.

Identification of the Parties. The Contractor, the Surety, and the Owner should be identified using their respective full names and addresses or legal titles under which the bond is to be executed. The state in which the Surety is incorporated also should be identified in the space provided.

Bond Amount. The dollar amount of the bond should be provided in both written and numerical form.

Project Description. The proposed project should be described in sufficient detail to identify (1) the official name or title of the facility; (2) the location of the site; (3) the proposed building type, size, scope or usage; and (4) the project number required by the owner, if any. A project number may be required by certain public owners to adequately identify the project to which the bond pertains.

Execution of the Bond. The bond must be signed by both the Contractor and the Surety. The parties executing (signing) the bond should print their title and impress their corporate seal, if any. Where appropriate, attach a copy of the resolution or bylaw authorizing the individual to act on behalf of the firm or entity. As to the Surety, this usually takes the form of a power of attorney issued by the Surety company to the bond producer (agent) who signs on its behalf.

INDIVIDUAL

STATE OF _____
COUNTY OF _____

On this _____ day of _____, before me personally appeared _____, to me known and known to me to be the individual in and who executed the foregoing instrument and acknowledged to me that executed the same in his individual capacity.

Notary Public

COPARTNERSHIP

STATE OF _____
COUNTY OF _____

On this _____ day of _____, before me personally appeared _____, to me known and known to me to be one of the firm of _____ described in and who executed the foregoing instrument and he/she thereupon acknowledged to me that he/she executed the same as and for the act and deed of said firm.

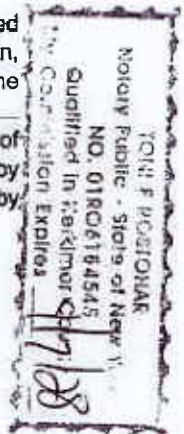
Notary Public

CORPORATE

STATE OF New York
COUNTY OF Oneida

On this 21 day of April, 2025, before me personally appeared Frank P Tangorra, to me known, who, being by me first duly sworn, did depose and say that he/she resides in Herkimer, NY; that he/she is the President of Central Paying, Inc the corporation described in and which executed the foregoing instrument; that he/she knows the corporate seal of said corporation; that the corporate seal affixed to said instrument is such corporate seal; that it was so affixed by order and authority of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order and authority.

Notary Public My Commission Expires:



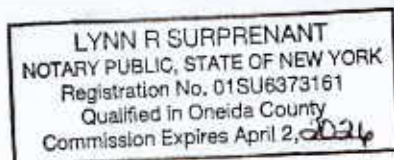
SURETY

STATE OF New York
COUNTY OF Oneida

I, Lynn R Surprenant Notary Public of Oneida
County, in the State of New York do hereby certify that Jordan T Keller, who is personally Attorney-in-Fact, of the Western Surety Company known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered said instrument, for and on behalf of the Western Surety Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Utica in said County, this 21 day of April, A.D. 2025

Form F5345



Notary Public My Commission Expires: 4-2-26

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Paul M Chapman, Lynn R Surprenant, Pamela A Rejman, Jordan T Keller, Individually

of New Hartford, NY, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 28th day of October, 2023.



WESTERN SURETY COMPANY

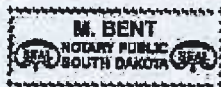
Larry Kasten, Vice President

State of South Dakota
County of Minnehaha

On this 28th day of October, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 21 day of April, 2025



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Net Admitted Assets and Liabilities
December 31, 2024

ASSETS

Bonds	\$ 1,977,426,497
Stocks	14,281,828
Cash, cash equivalents, and short-term investments	55,103,010
Investment income due and accrued	17,819,818
Premiums and considerations	84,144,805
Amounts recoverable from reinsurers	(4,320,189)
Net deferred tax asset	18,694,198
Receivable from parent, subsidiaries, and affiliates	11,631,758
Other assets	<u>580,232</u>
Total Assets	<u>\$ 2,175,361,957</u>

LIABILITIES AND SURPLUS

Losses	\$ 264,641,145
Loss adjustment expense	56,935,932
Commissions payable, contingent commissions and other similar charges	13,946,448
Taxes, license and fees (excluding federal and foreign income taxes)	4,432,923
Federal and foreign income taxes payable	711,402
Unearned premiums	339,078,542
Advance premiums	6,415,557
Ceded reinsurance premiums payable (net of ceding commissions)	2,586,994
Amounts withheld or retained by company for account of others	3,710,405
Provision for reinsurance	387,964
Payable to parent, subsidiaries and affiliates	5,975
Other liabilities	<u>31,970</u>
Total Liabilities	<u>\$ 692,885,257</u>

Surplus Account:

Common stock	\$ 4,000,000
Gross paid in and contributed surplus	286,896,195
Unassigned funds	<u>1,191,580,505</u>
Surplus as regards policyholders	<u>\$ 1,482,476,700</u>
Total Liabilities and Capital	<u>\$ 2,175,361,957</u>

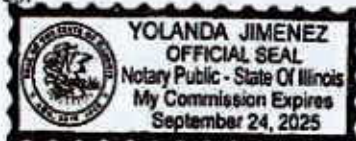
I, Julie Lee, Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2024, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

WESTERN SURETY COMPANY

By Julie Lee
Vice President, Accounting Policy & External Reporting

Subscribed and sworn to me this 13th day of March, 2025.

My commission expires:



By Yolanda Jimenez
Notary Public

2025 PARRY STREET RECONSTRUCTION PROJECT					
Item #	Description Of Work Performed	Quantity	Unit	Unit Price	Amount
1.00	Unclassified Excavation	2300	CY	20-	46,000-
13.10	8 Inch PVC SDR 26/35 Sanitary Pipe - (includes the cost of installation but does NOT include cost of excavation and backfill materials)	10	LF	1,350-	13,500-
13.12	12 Inch ADS HDPE N-12 Storm Pipe - (includes the cost of installation but does NOT include cost of excavation and backfill materials)	20	LF	25-	500-
15.00	Trench and Backfill - (includes cost of excavation and removal of existing materials)	100	CY	25-	2,500-
20.00	Water System - New Valve Box - 3 Piece Screw Type	1	EA	350-	350-
22.10	Reset Manhole to Required Grade - Precast Grade Rings Only	3	EA	1,400-	4,200-
22.20	Reset Catch Basin to Required Grade - Precast Grade Rings Only	4	EA	1,400-	5,600-
24.00	NYSOT Concrete Curb - Slip Formed - Straight or Radius	1950	LF	23-	44,850-
25.00	Bituminous Material (Tack Coat)	500	GAL	12-	6,000-
27.00	NYSOT Item #403.118902 - Type 1 Base Course - Approximate 3 inch Lift Thickness	550	TON	108-	59,400-
28.00	NYSOT Item #403.136902 - Type 3 Binder Course - Approximate 2.5 inch Lift Thickness	450	TON	118-	53,100-
28.10	NYSOT Item #403.136902 - Type 3 Binder Course Hand Work - Approximate 2.5 inch Lift Thickness	20	TON	230-	4,600-
29.00	NYSOT Item #403.198202 - Type 7F Top Course - Approximate 1.5 inch Lift Thickness	300	TON	153-	45,900-
29.10	NYSOT Item #403.198202 - Type 7F Top Course Hand Work - Approximate 1.5 inch Lift Thickness	20	TON	250-	5,000- FF
30.00	NYSOT Item #623.02 - Crushed Gravel or Item #623.03 - Crushed Stone - (includes cost of materials and installation)	900	TON	48-	43,200-
33.00	NYSOT Class D Concrete - 6 inch Depth Concrete Sidewalk - Remove and Replace	11600	SF	11-	127,600-
33.30	ADA Detectable Warning Plate - Steel DURALAST Detectable - E.I. USA Prod. #00700721 - (includes cost of material and installation)	80	SF	25-	2,000-
35.00	Asphalt Driveway - 3 inch Binder, 1 inch Top - Remove and Replace	550	SY	40-	22,000-
38.10	Soil Grass Planting - (includes the cost to place and grade 2 inches of topsoil, install sod, and maintain watering)	15500	SF	175-	2,712,500-
39.00	Tree Planting - (includes cost to excavate and install trees as noted on the plans)	22	EA	525-	11,550-
52.00	8 Inch Ductile Iron Class 52 Water Main - (includes the cost of installation but does NOT include cost of excavation and backfill materials)	20	LF	84-	1,680-
63.00	Abandon Existing Manhole (includes the cost of excavation and abandonment of manhole)	1	EA	1,200-	1,200-
79.00	NYSOT Type 2 Subbase Material - Crusher Run Material	1600	TON	35-	56,000-
80.00	NYSOT Type 4 Subbase Material - Gravel Material	2500	TON	25-	62,500-
86.00	Geotextile Woven Fabric - Roadway Subbase Fabric	3200	SY	115-	3,680-
90.00	Sanitary System - Sanitary Lateral 4 inch Wye Branch Connection - 8 X 8 X 4 inch Wye Branch	1	EA	300-	300-
91.00	Sanitary System - Sanitary Lateral 4 inch PVC SDR 26/35 (includes the cost of excavation and installation of pipe)	1200	LF	40-	48,000-
112.00	Water System - Mueller Curb Box with Stainless Steel Rod	32	EA	190-	6,080-
113.00	Water System - Curb Stop 3/4 inch - See Specification	32	EA	200-	6,400-
114.00	Water System - Corporation Stop 3/4 inch - See Specification (includes cost to live tap the water main)	32	EA	125-	4,000-
115.00	Water System - Copper Water Service 3/4 inch Type K Copper (includes the cost of excavation and installation of water service)	1200	LF	60-	72,000-
117.00	Water System - Abandon Existing Water Service (includes the cost of excavation and abandonment of water service)	32	EA	150-	4,800-
193.00	Precast Concrete Sanitary Manhole - 4 Foot Diameter Circular, Details as Shown on Plans - (includes cost of materials and installation)	1	EA	4,000-	4,000-
199.00	Precast Concrete Drainage Inlet Catch Basin - 2 ft X 2 ft X 3 ft Square, Details as Shown on Plans - (includes cost of materials and installation)	3	EA	2,000-	6,000-
202.00	Fence Coupler	10	EA	20-	200-
210.00	Survey and Layout Operations	1	LS	5,000-	5,000-
212.00	Field Change Allowance	1	LS	\$25,000.00	\$25,000.00
214.00	Maintenance and Protection of Traffic	1	LS	20,000-	20,000-
234.00	Mobilization Payment - (Mobilization Must Not Exceed 4% of Total Bid)	1	LS	25,000	25,000-
		TOTAL BID		# 876,815-	

NON-COLLUSIVE BIDDING CERTIFICATE

Pursuant to Chapter 675, Laws of 1966

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

(1) The prices in this Bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor,

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly or indirectly, to any other Bidder or to any competitor and

(3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition.

Central Paving Inc.
(BIDDER)

BY: Paul T. [Signature]
President
(Title)



Jeffrey M. Lanigan
Mayor

Patrick Surace, P.E.
Engineer II

Thomas Davis
Engineer I

CITY OF ROME
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
ROME CITY HALL, 198 N. WASHINGTON STREET
ROME, NEW YORK 13440
Phone: (315) 339-7635
www.romenewyork.com

Joseph G. Guiliano
Commissioner of Public Works

Eric Seifert
Public Works Inspector

April 21, 2025

RFB-2025-004 2025 Parry Street Reconstruction Project – Addendum Questions and Answers

Official Plan Holders,

Thank you for your interest in the City of Rome 2025 Parry Street Reconstruction Project. Below you will find Questions and Answers regarding the project bidding documents. Please review this information as required in the bidding process.

1. Q: Dolomite – Drawing C102 Demo Plan, shows “remove tree/stump” but there is no clearing & grubbing item, is this going to be the cities responsibility or will it be included in our cost for unclassified excavation?
A: City of Rome – Any and all Tree Stump Removals will be paid for under Item #1.0 Unclassified Excavation.
2. Q: Dolomite – Page 39 of the book shows a completion date of August 29, 2024, should it be August 29, 2025?
A: City of Rome – Yes, the completion date is August 29, 2025.
3. Q: Dolomite – Is the concrete in this project going to meet the new NYSDOT PEM Requirements?
A: City of Rome – No, there will be no new or additional NYSDOT PEM testing requirements for concrete installed for this project. If there is a need for any type of concrete testing it will be ordered by the Engineer and paid for at the cost of the City of Rome.

Best,

Patrick D. Surace, P.E.
Engineer II
City of Rome
Engineering Department
198 N. Washington Street
Rome, New York 13440
C: (315) 335-2653
psurace@romecitygov.com
www.romenewyork.com

Jeffrey M. Lanigan
Mayor



Matthew J. Andrews
Deputy Director

DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT

ROME CITY HALL, 198 N. WASHINGTON STREET
ROME, NEW YORK 13440-5815
Telephone: (315) 339-7643 Fax: (315) 838-1167
www.romenewyork.com

Federal Contract Provisions Bidder Certification Form

PROJECT RFB#: 2025-004

PROJECT TITLE: Parry St Reconstruction

CERTIFICATION:

I hereby certify that I have reviewed and understand the Federal Construction Contract Provisions requirements imposed on the Contractor(s) of HUD-funded construction projects, including but not limited to the following:

1. The subject project is being financed with Community Development Block Grant funds (24 CFR Part 570);
2. This project and all related construction contracts are subject to the U.S. Department of Housing and Urban Development's Federal Labor Standards Provisions (HUD 4010); and
3. This project is subject to all applicable laws and regulations as listed in the General Federal Provisions; and
4. If my bid is \$200,000 or more, this project and all related contracts will be subject to Section 3 requirements (12 U.S.C.1701u).

CONTRACTOR'S DBA: Central Paving Inc.

BUSINESS ADDRESS: 4247 Acme Rd, Frankfort NY 13340

AUTHORIZED REPRESENTATIVE: (Type Name) Frank Tangorra

SIGNATURE: Frank Tangorra

DATE: 4/24/25

CITY OF ROME – ECONOMIC OPPORTUNITIES SECTION 3 UTILIZATION PLAN

Contractors Name: *Central Paving Inc*
Address: *4247 Acme Rd Frankfort NY*
Telephone #: *315-894-3196*

Federal Identification No.: *16-160776*

The City of Rome has established employment and training goals that subrecipients, contractors, and subcontractors should meet in order to comply with Section 3 requirements outlined in 24 CFR Part 75.19 - for housing and community development financial assistance. The safe harbor benchmark goals are as follows:

- 1) Twenty-five (25) percent or more of the total labor hours worked by all workers on a Section 3 project are Section 3 workers;

Section 3 Labor Hours/Total Labor Hours = 25%

And

- 2) Five (5) percent or more of the total labor hours worked by all workers on a Section 3 project are Targeted Section 3 workers, as defined at 24 CFR Part 75.21.

Targeted Section 3 Labor Hours/Total Labor Hours = 5%

Example #1 (Safe Harbor being met)

		Calculate % of Section 3 Hours from total hours	Required Section 3 Hours %	Safe Harbor Benchmark Met (Yes/No)
Total Labor Hours	<i>1,000</i>			
Section 3 Worker Hours	<i>250</i>	25%	25%	Yes
Section 3 (Targeted) Workers Hours	<i>50</i>	5%	5%	Yes

Example #2 (Safe Harbor not met) Must provide agency efforts

		Calculate % of Section 3 Hours from total hours	Required Section 3 Hours %	Safe Harbor Benchmark Met (Yes/No)
Total Labor Hours	<i>1,000</i>			
Section 3 Worker Hours	<i>100</i>	10%	25%	No
Section 3 (Targeted) Workers Hours	<i>50</i>	5%	5%	Yes

HUD Section 3 Bidder Utilization Summary

		Calculate % of Section 3 Hours from total hours	Required Section 3 Hours %	Safe Harbor Benchmark Insert (Yes) or (No) <i>If Proposed % is less than Required % You must Complete and Submit Nature of Agency Efforts</i>
Total Labor Hours	1,500			
Section 3 Workers Hours	375	25 %	25%	Yes
Section 3 (Targeted) Worker Hours	75	5 %	5%	Yes

IF UNABLE TO FULLY MEET BOTH SECTION 3 BENCHMARKS SET FORTH IN THE CONTRACT, CONTRACTORS MUST SUBMIT WRITTEN DOCUMENTATION FOR THE NATURE OF AGENCY EFFORTS ON THE FOLLOWING PAGE.

Nature of Agency Efforts

This section is required if, based on the labor hours reporting above, the reporting agency did not meet **both** safe harbor benchmarks. Check all that apply. Maintain and submit records available for City review to document any efforts checked.

<input type="checkbox"/>	Outreach efforts to generate job applicants who are Public Housing Targeted Workers
<input type="checkbox"/>	Outreach efforts to generate job applicants who are Other Funding Targeted Workers.
<input type="checkbox"/>	Direct, on-the job training (including apprenticeships).
<input type="checkbox"/>	Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.
<input type="checkbox"/>	Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).
<input type="checkbox"/>	Outreach efforts to identify and secure bids from Section 3 business concerns.
<input type="checkbox"/>	Outreach efforts to identify and secure bids from Section 3 business concerns.
<input type="checkbox"/>	Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.
<input type="checkbox"/>	Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.
<input type="checkbox"/>	Held one or more job fairs.
<input type="checkbox"/>	Provided or connected residents with supportive services that can provide direct services or referrals.
<input type="checkbox"/>	Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.
<input type="checkbox"/>	Assisted residents with finding child care.
<input type="checkbox"/>	Assisted residents to apply for, or attend community college or a four-year educational institution.
<input type="checkbox"/>	Assisted residents to apply for, or attend vocational/technical training.
<input type="checkbox"/>	Assisted residents to obtain financial literacy training and/or coaching.
<input type="checkbox"/>	Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
<input type="checkbox"/>	Provided or connected residents with training on computer use or online technologies.
<input type="checkbox"/>	Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.
<input type="checkbox"/>	Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.
<input type="checkbox"/>	Other. Specify:

PREPARED BY (signature): Frank Tangorra
CONTRACTOR FIRM NAME: Central Paving Inc.
DATE: 4/24/25
NAME AND TITLE OF PREPARER (Print of Type): Frank Tangorra, President

SUBMISSION OF THIS FORM CONSTITUTES THE CONTRACTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE SECTION 3 REQUIREMENTS SET FORTH AS OUTLINED IN 24 CFR PART 75.19. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND POSSIBLE TERMINATION OF YOUR CONTRACT.

Bidder Questionnaire

Please complete by circling or highlighting the appropriate answer and submit the following information per the United State Department of Housing and Urban Development (HUD) 2516 CDBG Contract and Subcontract Activity report.

Name of organization: Central Paving Inc.
Point of contact: Frank Tangorra
Contract: Parry St Reconstruction
Award amount: \$876,815-

- 1) Based on the following Trade Codes, please confirm which best identifies your service:
- | | |
|---|--|
| <input checked="" type="radio"/> 1 - New Construction | 6 - Professional |
| 2 - Substantial Rehabilitation | 7 - Tenant Services |
| 3 - Repair | 8 - Education/Training |
| 4 - Service | 9 - Architecture/Engineering Appraisal |
| 5 - Project Management | 0 - Other |
- 2) Based on the following Racial/Ethnic Codes, please confirm which best identifies the racial/ethnic/gender character of the owners and controllers of 51% of the business. (When 51% or more is not owned and controlled by any single racial/ethnic category, please select which seems most appropriate):
- | | |
|--|-----------------------------|
| <input checked="" type="radio"/> 1 - White Americans | 4 - Hispanic Americans |
| 2 - Black Americans | 5 - Asian/Pacific Americans |
| 3 - Native Americans | 6 - Hasidic Jews |
- 3) Are you a Woman-Owned business?
Yes or ☒ No
- 4) What is your Contractor Identification Number? (This is your Employer IRS Number of the Prime Contractor as the unique identifier for primer recipient of HUD funds):
16-1607776
- 5) Are you a Section 3 business?
Yes or ☒ No

Please sign and date at the bottom of this page that you authorize the use of this information:

Frank Tangorra
Name

[Signature]
Signature

4/24/25
Date

Community Development Block Grant Project

Name of Project: _____

NON-COLLUSIVE BIDDING CERTIFICATE

Pursuant to New York General Municipal Law 103(d)

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

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

Signature

Central Paving Inc

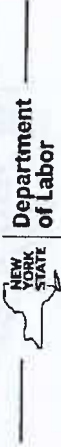
Name of Bidder (Organization or Individual)

Contact Name & Title

Date

4/24/25

WE ARE YOUR DOL



DIVISION OF SAFETY AND HEALTH LICENSE AND CERTIFICATE UNIT, STATE OFFICE CAMPUS, BUILDING 12, ALBANY, NY 12226

CERTIFICATE OF CONTRACTOR REGISTRATION

This Certificate Entitles the Holder to Perform and Bid on Public Work and

Covered Private Construction Projects in the State of New York,

Subject to the Prevailing Wage Requirements of

NYS Labor Law Article 8

Central Paving, Inc.

4247 ACME RD

FRANKFORT, New York 13340

Phone Number: 3158943196

Registration Number: 24-64BR5-CR

Date of Issue: 2024-12-14

Expiration Date: 2026-12-29

(This license is valid only for the contractor named above)

A handwritten signature in cursive script, reading "Roberta Reardon".

Roberta Reardon
Commissioner
New York State Department of
Labor



RESOLUTION NO. 87

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO
ENTER INTO AN AGREEMENT WITH HOLLAND COMPANY, INC. (\$111,000.00).**

By _____:

WHEREAS, Jennifer Gleasman, Purchasing Agent for the City of Rome, New York, has recommended that the City of Rome, New York retain the services of Holland Company, Inc., for the supply and delivery of 200 dry tons of liquid aluminum sulfate, for a total amount not to exceed \$111,000.00 for a period of one year effective upon the date of execution, with the option of two (2) one-year extensions; 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 Holland Company, Inc., for the supply and delivery of 200 dry tons of liquid aluminum sulfate, at a price of \$555.00 per dry ton, for a total amount not to exceed \$111,000.00 for a period of one year effective upon the date of execution, with the option of two (2) one-year extensions, pursuant to the attached Bid Documents which are made part of this Resolution.

Seconded by _____.

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

ADOPTED _____ DEFEATED _____

JEFFREY LANIGAN
MAYOR



JENNIFER GLEASMAN
PURCHASING AGENT

BID TALLY SHEET

BID NUMBER: RFB-2025-008
BID OPENING: 4/24/2025 at 11:00 AM (local time)
BID TITLE: The Supply and Delivery of approximately 200 dry tons of Liquid Aluminum Sulfate

Vendor	Amount	Bid Security	Date & Time	Initials
Penco Inc.	No Bid		4/21/25 @ 11:15am	(Signature)
Slack Chemical Inc.	No Bid		4/22/25 @ 11:01am	(Signature)
Holland Company Inc.	\$111,000.00 \$555 dry ton	bid bond	4/23/25 @ 9:50am	(Signature)
Chemtrace	156,200.00 \$781.00 dry ton	bid bond	4/23/25 @ 10:21am	(Signature)

JEFFREY LANIGAN
MAYOR



JENNIFER GLEASMAN
PURCHASING AGENT

PURCHASING DEPARTMENT

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

BID NUMBER: RFB-2025-008

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

BID OPENING: 4/24/25 at 11:00 AM (local time)

COMPANY NAME: Holland Company, Inc.

MAILING ADDRESS: 153 Howland Avenue
Adams, MA 01220-1199

PHONE: 413-743-1292 / 1-800-639-9602

FAX: 413-743-1298

EMAIL: hcoffice@hollandcompany.com

WEBSITE: www.hollandcompany.com

SIGNATURE: 

PRINTED NAME/TITLE: Matthew B. Holland, Manager

*** TOTAL OF BID:** \$ 111,000.00 (200 dry tons x \$555.00 per dry ton)

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

* Same day emergency, weekend, and holiday delivery available.

See enclosed Technical Support and After Hours Telephone List.

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INVITATION AND INSTRUCTIONS TO BID

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

BID NUMBER: RFB-2025-008

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

This sealed bid will be publicly opened and read in the Common Council Chambers on **4/24/2025 at 11:00 AM (local time)**

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

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

**Office of the City Clerk
RFB-2025-008
Rome City Hall
198 North Washington Street
Rome, NY 13440**

If additional information is required, please contact:

**JENNIFER GLEASMAN, PURCHASING AGENT
City of Rome
198 North Washington Street
Suite 1-C
Rome, NY 13440**

Phone: 315-339-7665

Fax: 315-838-1165

Email: jgleasman@romecitygov.com

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



GENERAL CONDITIONS

SCOPE OF WORK:

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

CONTRACT PERIOD:

Shall be for one year from date of execution with (2) extensions of (12) months, and may be awarded upon mutual written agreement between the City of Rome and the Vendor.

QUESTIONS REGARDING SPECIFICATIONS:

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

TAX:

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

FINANCE CHARGES:

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

PRICE:

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

DURATION OF PROPOSAL OFFER:

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

METHOD OF AWARD:

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

ACCEPTANCE OR REJECTION:

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

COMPLETION DATE & DELIVERY SCHEDULE:

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

TIME IS OF THE ESSENCE:

All times stated herein are of the essence.

NOTICE OF DELAY:

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

GUARANTEE/WARRANTY

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

INSURANCE

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

Workers' Compensation

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

General Liability

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

Description Section

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

Certificate Holder and Additional Insured

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

Cancellation Section

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

CONTRACT TERMINATION:

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

LIMITATIONS:

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

GENERAL:

Any modification or waiver of any provision of the Contract must be in writing and signed by authorized representatives of both parties. If any term or provision of the contract shall be held invalid or unenforceable, the remainder of the contract shall not be affected.

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

LITERATURE:

Each bidder shall include product or equipment literature as available.

PROTEST AND APPEAL PROCEDURES:

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

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

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

PROPOSAL GUARANTEE (BID BOND):

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

GENERAL MUNICIPAL LAW COMPLIANCE:

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

"Upon the refusal of a person, when called before a Grand Jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or an official of the state or any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant questions concerning such transaction or contract, (a) such person, and any firm, partnership or

corporation of which he is a member, partner, or director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency or official thereof for goods, work or services, for a period of five years after such refusal, and (b) any and all contract made with any municipal corporation or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellations or termination, by any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid all pursuant to Section 103-a of the General Municipal Law of the State of New York."

MINORITY BUSINESS ENTERPRISE PARTICIPATION:

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

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

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

Bidders are requested to provide the following:

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

RESPONSIBLE BIDDER

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

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

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

supplies or contractual services to the particular use required; the ability of the bidder to provide future maintenance and service for the use of the subject of the contract; and the number and scope of conditions attached to the bid.

DEVIATIONS SHEET

DEVIATIONS FROM SPECIFICATIONS:

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

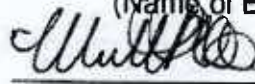
NON-COLLUSIVE BIDDING CERTIFICATE

Pursuant to Chapter 675, Laws of 1966

- (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such process with any other bidder or with any competitor:
 - (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not submit a bid for the purposes of restricting competition.

Holland Company, Inc.

(Name of Bidder)



Manager

(Official capacity)

BIDDERS CHECKLIST

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

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

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



TECHNICAL SPECIFICATIONS

LIQUID ALUMINUM SULFATE

- QUANTITIES:** Quantity is approximate; contract shall be for the actual quantity ordered during the contract period. The quantity of Liquid Aluminum Sulfate shall be approximately 200 dry tons per annum.
- TAX:** Purchases made by the city of Rome are not subject to any sales tax, federal excise tax or transportation tax.
- PRICE:** Price shall be F.O.B. Rome Water Filtration Plant, 6105 Stokes-Lee Center Road, Lee Center, NY 13363
- AWARD:** Award will be made to lowest responsible bidder who meets the Technical Specifications. Items offered must meet the requirements of the City of Rome and must be approved by the City or Rome Public Works Commissioner, or his authorized agent. The City of Rome reserves the right to reject any or all bids, whichever may serve the best interest of the City of Rome.
- DELIVERY:** Delivery of Aluminum Sulfate shall be in liquid form in tank truck shipments not to be less than 40,000 lbs each when called for during the contract period. Supplier will not charge extra for weekend, holiday or "after hours" deliveries.
- MATERIAL SPECIFICATIONS:** The Liquid Aluminum Sulfate shall be certified pursuant to American National Standards Institute (ANSI)/National Sanitation Foundation (NSF) Standard 60. It shall meet all applicable requirements of AWWA and the New York State Health Department. The vendor will furnish an Affidavit of Compliance with the ANSI/NSF Std 60 with the bid.
- The Liquid Aluminum Sulfate supplied must be manufactured using un-refined Bauxite ore and

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

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

**DEVIATIONS
FROM SPECIFICATIONS:**

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

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

BID BOND

Travelers Casualty and Surety Company of America
Hartford, CT 06183

KNOWN ALL BY THESE PRESENTS, That we, Holland Company, Inc.,
as Principal, and Travelers Casualty and Surety Company of America, as Surety, are
held and firmly bound unto City of Rome, as
Obligee, in the sum of Five thousand five hundred and fifty
Dollars (5550) for the payment of which we bind ourselves, and our
successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a
contract for supply and delivery of Liquid Aluminum Sulfate
("Project").

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid,
and Principal enters into a contract with Obligee in conformance with the terms of the
bid and provides such bond or bonds as may be specified in the bidding or contract
documents, then this obligation shall be void; otherwise Principal and Surety will pay to
Obligee the difference between the amount of Principal's bid and the amount for which
Obligee shall in good faith contract with another person or entity to perform the work
covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed
the penal sum of this bond.

Signed this 22nd day of April, 2025.

Mathew Holland
(Principal)

By: Mathew Holland



Travelers Casualty and Surety Company of America

By: Tracy Lane

Tracy Lane, Attorney-in-Fact



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Tracy Lane** of **PITTSFIELD, Massachusetts**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **22nd** day of **April**, 2025.




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



Holland COMPANY INC.

153 HOWLAND AVENUE
ADAMS, MA 01220-1199
(TEL.) 413 743-1292
(FAX) 413 743-1298

Bidder References List

1. City of Rome, New York
Water Treatment Plant
Justin Pacheco (315) 339-7777
2. City of Oneida, New York
Water Treatment Plant
Travis Mehl (315) 363-9377
3. Town of Queensbury, New York
Water Treatment Plant
Chris Harrington (518) 793-8866

Bidder Qualifications, Warranty, Delivery Schedule

Holland Company has been supplying Liquid Aluminum Sulfate to the City of Rome for more than 20 years. Holland Company continues to have the resources to manufacture and deliver Liquid Aluminum Sulfate to the City of Rome on an as needed basis. Holland Company has multiple Technical Service Representatives available to help with coagulant performance at the water plant. Holland Company is located within a few hours of the City of Rome, enabling us to provide quick and reliable delivery service. In the unlikely event substandard material is delivered to the City of Rome, Holland Company will remove and replace it at no cost.



Holland COMPANY INC.

153 HOWLAND AVENUE
ADAMS, MA 01220-1199
(TEL.) 413 743-1292
(FAX) 413 743-1298

Holland Company – Customer Care Technical Support

Holland Company offers technical support to assist in the use and application of its complete line of water treatment coagulants. Our support staff has a combined 60 years of experience in potable and wastewater treatment. This coagulant expertise is available to assist in meeting the numerous stringent treatment challenges you face.

We offer several levels of annual service:

1. Remote Tech Support

This includes phone or electronic communication to answer treatment questions and offer diagnostic suggestions, coagulant use guidelines and general water treatment chemistry information. Coverage is within three hours on normal business days, eight hours nights, weekends and holidays.

Remote Tech Support – \$75.00 per hour

2. On Site Tech Support

This includes all services listed above and Technical support at the treatment plant site or other designated area. Additional support items include jar testing, coagulant feed rate and pump setting checks, storage tank and coagulant feed system inspection.

On site Tech Support- \$150.00 per hour

3. Product Evaluation

Jar testing, pilot study coagulant evaluation and coagulant optimization studies. Pilot studies project support.

Product Evaluation - \$500 to \$750 per day per staff member, as determined by project review

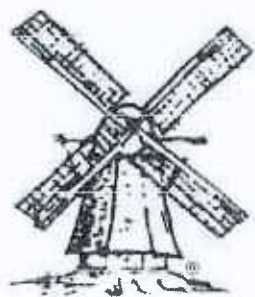
4. Delivery Service

Holland Company will provide same day emergency, weekend and holiday delivery at no charge. See attached After Hours telephone list.

Please contact us for information: techsupport@hollandcompany.com or 1-800-639-9602

NOTE: TECHNICAL SUPPORT FEES WILL NOT BE CHARGED TO HOLLAND COMPANY CUSTOMERS

Holland Company, Inc. - Solving Water Treatment challenges since 1967



Holland
C O M P A N Y

"AFTER HOURS" CONTACT LIST

Phone list for after hours, weekend and holiday deliveries/service.

Please contact us by starting at top of the list.

Holland Company Plant :	413-743-1292 or 1-800-639-9602
Jon-Luc Goodrich	413-281-7759
Mike Holland	413-884-4291
Jim Holland	413-822-8754
Matt Holland	413-464-5125
Mike Badorini	413-585-9001 or 413-563-4720 mobile

HOLLAND COMPANY, INC.

"AFTER HOURS" CONTACT LIST

rev. 092622



Holland Company, Inc.

153 Howland Ave. Adams Massachusetts 01220 U.S.A. / 413-743-1292 / www.hollandcompany.com

LIQUID ALUMINUM SULFATE

Aluminum Sulfate Hydrate - Basic

CAS # 17927-65-0

Certified by NSF International as meeting NSF/ANSI/CAN Standard 60 for Water Treatment Chemicals
Complies with current AWWA Standards for Aluminum Sulfate – Liquid

Manufactured in Adams MA at an NSF International Registered & Inspected Facility

ORDER - DELIVERY - SERVICE (24/7)

TYPICAL PROPERTIES & CHARACTERISTICS

Al_2O_3 : 8.1% - 8.4% **Basicity**: 0.3% \pm 0.2% **pH as is @ 77°F (25°C)**: 2.1 - 2.5

S.G. @ 60°F (15.6°C): 1.325 - 1.333 **Appearance**: Amber, clear to slight haze **Freeze Pt**: 4°F (-15°C) approx.

STORAGE & USE

Storage

In closed, labeled containers kept in a secure area.
Recommended to annually empty tanks, inspect and clean as needed.
Temperature: 40°F-100°F

Use

Recommended using full strength within 12 months of delivery

Orders or Technical Help call

800-639-9602 / 413-743-1292, Option to order using online customer access.

Normal lead time for bulk delivery

1-2 days. Deliveries made 7 days per week including holidays.

Emergency service

Same day emergency delivery can be available.

Packaging

Bulk Tank Truck, Mini Bulk

Refer to the Safety Data Sheet (SDS) before using or handling

The Information set forth herein is furnished free of charge and is based on technical data that Holland believes to be reliable.

It is intended for use by persons having technical skill and at their own discretion and risk. Since conditions of use are outside our control, Holland Company makes no warranties, expressed or implied, and assumes no liability in connection with any use of this information. Nothing herein is or be taken as a license to operate under or a recommendation to infringe any patents.

Holland Company, Inc. Adams, Massachusetts 01220 U.S.A.



Holland Company

LIQUID ALUMINUM SULFATE

Aluminum Sulfate Hydrate – Basic

Safety Data Sheet

SECTION 1. PRODUCT AND COMPANY IDENTIFICATION

Product Identifier

Product Name: Liquid Aluminum Sulfate Hydrate (Basic)

Other means of Identification: SDS ID Liquid Aluminum Sulfate

Recommended use of chemical and restrictions on use: Water treatment and industrial applications

Company Information:

Holland Company, Inc.

153 Howland Avenue

Adams, MA 01220 U.S.A.

Phone: 413-743-1292

Emergency Phone:

Holland Company 1-800-639-9602

Chemtrac (USA) 1-800-424-9300

CANTUTEC (Canada) 1-613-996-6666

SECTION 2. HAZARDS IDENTIFICATION

**WARNING**

IRRITANT AVOID CONTACT

**WARNING**

MAY BE CORROSIVE TO SOME METALS

Hazard Statements

Irritating to eyes. Category 2

Skin contact may result in mild irritation.

Do not ingest May be harmful if swallowed. Category 5

May be corrosive to some metals. Category 1

Precautionary Statements

Avoid direct contact.

Use protective equipment if direct contact is possible.

Wash hands and any exposed skin thoroughly after contact.

Store and transfer using equipment of appropriate corrosion resistant materials of construction.



SECTION 3. COMPOSITION / INFORMATION ON INGREDIENTS

Substance

Chemical name: Aluminum Sulfate (liquid)

Name: Liquid Aluminum Sulfate Hydrate - Basic

CAS#: 17927-65-0

Impurities: NA. No impurities or additives which are themselves classified and which contribute to the classification of this substance.

SECTION 4. FIRST AID MEASURES

Eye contact: Acute irritation.

Immediately rinse eyes with water for an extended period.

If irritation persists, get medical attention.

Skin contact: Possible acute irritation.

Remove contaminated clothing - footwear and wash skin with water.

If irritation develops get medical attention.

Ingestion: Possible acute discomfort.

In case of ingestion. Drink large amounts of water. Do not induce vomiting.

Get immediate medical advice.

Inhalation of mist: Possible acute irritation.

Remove from continued exposure.

If irritation or breathing difficulty occurs get immediate medical attention.

Most important symptoms/effects:

Serious eye irritation. Irritation to gastrointestinal tract.

Indication of immediate attention and special treatment needed:

If after direct contact, you feel unwell seek medical advice. Notes to physician treat symptomatically.

SECTION 5. FIRE FIGHTING MEASURES

Suitable extinguishing media:

Product is not flammable and will not burn. Use water to cool and maintain integrity of containers.

Unsuitable extinguishing media:

None identified.

Specific hazards from chemical:

Negligible fire hazard.

Hazardous combustion products from a fire may be oxides of sulfur.

Protective equipment:

As in any fire, appropriate firefighting protective gear and self-contained breathing apparatus (MSHA/NIOSH approved or equivalent) should be used.



SECTION 6. ACCIDENTAL RELEASE MEASURES

General:

Site specific procedures to address accidental spills are necessary as dictated by facility design, location, staffing, containment structures, and regulatory requirements.

Personal protection, protective equipment, and emergency services:

In the event of a spill clear unnecessary staff from spill area, isolate area and restrict entry.

Avoid eye and skin contact with spilled material. If direct contact with spilled material is likely use protective equipment to prevent contact with eyes and skin. Do not release into sewers or waterways.

Methods and materials for containment and clean up:

Prevent further leakage or spillage if safe to do so. Manage spilled liquid using containment structures or inert materials to collect for reuse. Product not reused can be neutralized and converted to aluminum hydroxide using a mild alkali such as soda ash, or calcium carbonate (agricultural lime). Neutralized residue can be swept up or rinsed down with water and captured using absorbent materials for disposal in accordance with local, state, province, and federal regulations.

Caution: When neutralizing large spills CO₂ will be created and can be a breathing hazard. Take steps to provide adequate ventilation.

SECTION 7. HANDLING AND STORAGE

Incompatible Chemicals and Materials:

Avoid contact with sodium hypochlorite (bleach), chlorites, sulfites, strong bases, aqua ammonia. Avoid contact with common metals which may result in corrosion over time.

Containment:

Storage tanks should have a dedicated liquid tight secondary containment system to minimize the possibility of a release into the environment and to prevent contact with incompatible chemicals.

General hygiene:

Do not eat, drink, take medication or smoke when direct contact is possible.

Always thoroughly wash hands after leaving a work area where contact is possible or has occurred.

Storage and transfer:

Store in covered containers in a secure location. To minimize the possibility of a release into the environment or contact with incompatible materials, storage tanks should have a dedicated liquid tight secondary containment system. Have storage tanks, containers, and transfer systems properly labeled for contents. Annually empty storage tanks to inspect and clean. Perform regular maintenance cleaning of the transfer system. For accepting deliveries have procedures for determining product quantity in storage tanks. Use tanks, containers, and transfer systems, pumps, valves, and process control instrumentation of appropriate materials of construction. Some materials commonly used are FRP, PVC, CPVC, Teflon®, and stainless steel. Over time, common metals such as steel, iron, copper, and aluminum may experience corrosion and their use should be avoided.

Temperature for storage:

Preferred storage temperature range is 5°C-38°C (40°F-100°F).

Outside of these temperature ranges product handling and shelf life may be affected.

Ventilation:

No special requirements.

Personal protection:

If direct contact with material is likely use appropriate protective equipment.



SECTION 8. EXPOSURE CONTROL / PERSONNAL PROTECTION

Exposure guidelines:

No exposure limits noted for this substance.

Appropriate engineering controls:

Eyewash stations. Showers. Local passive ventilation is typically used. Under normal conditions respiratory protective equipment is not needed.

Individual protection measures, such as personal protective equipment:

Wear appropriate protective goggles or protect eyeglasses. Wear clothing that will prevent skin contact. Seek professional advice when selecting respiratory protection equipment.

Wash any contaminated clothes before reusing. Do not eat, drink, take medication, apply cosmetics, or smoke where direct contact is possible. Always thoroughly wash hands after leaving a work area.

SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance: Liquid clear to slight haze. Colorless to amber or green tint.

Odor: Negligible.

Odor threshold: Not determined.

pH: > 2.0 @ 25°C (77°F) Typical: 2.2 - 2.6.

Freeze point approx.: -13°C (8°F)

Boiling point-range: Not determined.

Flash point: NA.

Evaporation rate: Similar to water.

Flammability (solid, gas): Not flammable.

Upper/lower flammability or explosive limits: NA

Vapor pressure: Similar to water.

Vapor density: Similar to water.

Relative Density (specific gravity): 1.29 - 1.34 @ 21°C (70°F)

Water Solubility: Complete.

Partial coefficient: n-octanol/water: NA, inorganic compound column 2 of REACH Annex VII.

Auto ignition: Not flammable.

Decomposition temperature: Not determined.

Viscosity: No data.

SECTION 10. STABILITY AND REACTIVITY

Reactivity: Not reactive under normal conditions.

Chemical stability: Stable under recommended conditions of storage.

Possible hazardous reactions: Contact with strong alkalis such as sodium hydroxide, ammonia, hypochlorite (bleach) may generate heat, splattering and hazardous vapors.

Hazardous polymerization: Does not occur.

Conditions to avoid: Unaffected by static discharge, shock, or vibration.

Incompatible Materials: Chlorite, hypochlorite (bleach), sulfites, strong bases, common metals.

Hazardous decomposition products: None expected under normal conditions of use and storage.



SECTION 11. TOXICOLOGY INFORMATION

Information on likely routes of exposure:

Eye, Skin, Ingestion, inhalation (of liquid mists).

Reported Oral LD50 (Rat) > 5,000 mg/kg Dermal: No information Inhalation: No information

Symptoms and immediate (Acute) effects:

Eye contact: Contact causes serious eye irritation.

Skin contact: Repeated contact may cause irritation.

Inhalation: Avoid breathing liquid mists. May cause irritation.

Ingestion: Do not taste or swallow. May be harmful if swallowed.

Symptoms and delayed (Chronic) effects: NA

Numerical measures of toxicity: Not determined.

Carcinogenicity listing: NTP Not listed. IARC Not listed. OSHA Not listed.

Reproductive toxicity, germ cell mutagenic, or teratogenic effects: Not classified.

SECTION 12. ECOLOGICAL INFORMATION

Ecotoxicity: An environmental hazard cannot be excluded in the event of incorrect or unprofessional handling, or disposal of unused material.

Aquatic: Reported fish LC50 static 1460-1500 mg/L 48h *Leuciscus idus melanotuss*.

Persistence and degradability: Not determined

Bioaccumulation potential: Not determined

Mobility in Soil: Not determined

Other adverse effects: Not determined

SECTION 13. DISPOSAL CONSIDERATIONS

RCRA Hazardous waste: Unused material is not listed as a hazardous waste.

Disposal of Waste: Dispose of waste and unused material in accordance with applicable local, regional, and national laws and regulations.

Contaminated packaging: Dispose of waste and unused material in accordance with applicable local, regional, and national laws and regulations

SECTION 14. TRANSPORTATION INFORMATION

Note: Please see current shipping documents for up the most to date information.

Land (DOT), Sea (IMDG), Air (ICAO/IATA)

UN number: UN3082

Shipping name: Environmentally hazardous substance inorganic (aluminum sulfate solution) N.O.S.

Hazard class: 9

Packing group: III

Marine pollutant: No

Special precautions: None known



Liquid Aluminum Sulfate Hydrate - Basic

SECTION 15. REGULATORY INFORMATION

RCRA Hazardous waste: Not Listed

CERCLA Hazardous substance: Not listed CWA, Sec.311 (b) (4)

CERCLA Reportable Quantity (RQ): 5,000lbs as $\text{Al}_2(\text{SO}_4)_3$ - anhydrous, containing 29.8% Al_2O_3 which is approximate equivalent to 1,600 gallons of liquid Aluminum Sulfate Hydrate (8.3% Al_2O_3).

RCRA Hazardous waste: Not Listed

CWA (Clean Water Act): Not determined

SARA 311/312 Hazard Categories:

Acute (immediate) health effects: Yes

Chronic (delayed) health effects: No

Fire Hazard: No

Sudden release of pressure hazard: No

Reactivity hazard: No

SARA 313 Toxic Chemical listing: Not listed

SARA Extremely hazardous substance (EHS): Not listed

OSHA Air (table Z-1, Z-1A): Not listed

OSHA Special Regulated Substance: Not listed

TSCA Section Inventory Status: Product exempt or listed on the TSCA Inventory.

Canadian Domestic Substances List (DSL): Not determined

State - Province regulations: Not determined

SECTION 16. OTHER INFORMATION

NSF International Certified: As meeting NSF/ANSI/CAN Standard 60 for Water Treatment Chemicals
Maximum use 150mg/L.

AWWA: Meets AWWA Product Standard ANSI/AWWA B403-16 or as amended.

NFPA: Health 1 Flammability 0 Instability 0 Special Hazards Not determined

HMIS: Health 1 Flammability 0 Physical hazard 0 Personal protection Not determined

Preparatory statement: The information in this Safety Data Sheet (SDS) is correct to the best of our knowledge, information, and belief as of the publication date. The information only relates to the specific material designated and may not be valid when this material is used in combination with any other materials or in any process unless specified in the text. The information is designed solely as guidance for safe handling, storage, transportation, release, and disposal and should not be considered a product warranty or quality specification.

Date Sources for the SDS:

Literature, direct manufacturing experience, databases, practice, publications, own tests, regulations

Revision: July 21, 2020 replaces all earlier **SDS ID:** Liquid aluminum sulfate hydrate - basic



Holland Company, Inc.
153 Howland Avenue
Adams, Massachusetts 01220 U.S.A.
800-639-9602



Holland COMPANY INC.

153 HOWLAND AVENUE
ADAMS, MA 01220-1199
(TEL.) 413 743-1292
(FAX) 413 743-1298

Holland Company form for: *Liquid Aluminum Sulfate AWWA Compliance and NSF Certification*

CERTIFICATE OF COMPLIANCE & CERTIFICATION

The Holland Company, Inc. Liquid Aluminum Sulfate supplied to the City of Rome will in all aspects meet the requirements of the American Water Works Association ANSI/AWWA Standard B403-16, or as amended for Aluminum Sulfate – Liquid, Ground, or Lump.

Additionally, Holland Company, Inc. Liquid Aluminum Sulfate is certified and listed under NSF/ANSI/CAN Standard 60 for Water Treatment Chemicals and is produced in Adams, Massachusetts, USA at an NSF International Inspected and Registered Facility.

Matthew B. Holland
Holland Company, Inc.
Adams, Massachusetts

Date: April 22, 2025

RESOLUTION NO. 88

**AUTHORIZING CHANGE ORDER NO. 1 TO CONTRACT WITH
ADIRONDACK TREE SURGEONS, INC., PURSUANT TO ORIGINAL
BOARD OF ESTIMATE AND CONTRACT RESOLUTION NO. 215
ADOPTED SEPTEMBER 26, 2024 (\$97,580.00).**

By _____:

WHEREAS, the Board of Estimate and Contract of the City of Rome, New York, pursuant to Resolution No. 215 adopted September 26, 2024, authorized a professional services agreement with Adirondack Tree Surgeons, Inc., for emergency stump and tree removal services at an amount not to exceed \$292,704.00; and

WHEREAS, it has been recommended by Joseph Guiliano, Commissioner of Public Works for the City of Rome, that Adirondack Tree Surgeons, Inc., be awarded Change Order No. 1, at a total amount not to exceed \$97,580.00, 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 Adirondack Tree Surgeons, Inc., to allow for an increase, at a total amount not to exceed \$97,580.00, 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 \$97,580.00, increasing the total contract price to \$390,284.00; and

BE IT FURTHER RESOLVED, that Resolution No. 215 shall otherwise remain as originally adopted on September 26, 2024.

Seconded by _____.

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

ADOPTED _____ DEFEATED _____

Zachary Thomann

From: Adirondack Tree Surgeons Inc <ADKTrees@hotmail.com>
Sent: Tuesday, April 15, 2025 10:00 AM
To: Joe Guiliano
Subject: Re: additional tree and stump removal locations

Yes, Joe Adirondack Tree Surgeons accepts the additional trees and stumps call us when you get back and we will get a game plan to get there and get this done
Sent from my iPhone

On Apr 10, 2025, at 4:04 PM, Joe Guiliano <jguiliano@romecitygov.com> wrote:

Phil,

The attached list is where I have identified 41 additional trees and stumps for removal under RFB 2024-024. I will start processing the paperwork for Change Order #1 and get you a copy for signature when it is legislated on April 24, 2025. I will be drafting a Change Order for \$97,580 if you agree to the additional work.

When you have a schedule for the remaining work from 2024 and this additional work please send me a schedule so the work can be monitored. I will be out of the office April 18-28th but I will have inspectors around if needed.

You should have the list of tree removals that were performed in 2024. This removal list and subsequent stump list are still your responsibility.

Thank you,

Joseph G. Guiliano

**COMMISSIONER OF PUBLIC WORKS
CITY OF ROME**

198 WASHINGTON STREET ROME, NEW YORK 13440 315-339-7627 OFFICE 315-525-8038 CELL

jguiliano@romecitygov.com

<image001.png>

Disclaimer

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RESOLUTION NO. 89

**AUTHORIZING MAYOR OF THE CITY OF ROME TO APPROVE
THE SALE OF CITY OWNED PARCEL (624 WEST THOMAS STREET) TO BUYER.**

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 624 West Thomas Street (Tax Map No. 223.018-0003-095) 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 624 West Thomas Street (Tax Map No. 223.018-0003-095) to the buyer listed in Exhibit A, said conveyance to take place following the contingencies hereinafter set forth, and;

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

Seconded by _____.

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

ADOPTED _____ DEFEATED _____

EXHIBIT "A"

TAX MAP NO:	<u>223.018-0003-095</u>
PROPERTY ADDRESS:	<u>624 West Thomas Street</u>
CONSIDERATION:	<u>\$35,000.00</u>
BUYER:	<u>Justin Gillette</u>

RESOLUTION NO. 90**AUTHORIZING MAYOR OF THE CITY OF ROME TO APPROVE THE SALE OF
CITY OWNED PARCEL (1806 NORTH MADISON STREET) TO BUYER.**

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 1806 North Madison Street (Tax Map No. 223.012-0003-014.001) 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 1806 North Madison Street (Tax Map No. 223.012-0003-014.001) to the buyer listed in Exhibit A, said conveyance to take place following the contingencies hereinafter set forth, and;

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

Seconded by _____.

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

ADOPTED _____ DEFEATED _____

EXHIBIT "A"

TAX MAP NO:	<u>223.012-0003-014.001</u>
PROPERTY ADDRESS:	<u>1806 North Madison Street</u>
CONSIDERATION:	<u>\$1,100.00</u>
BUYER:	<u>David Kerr</u>

JEFFREY M. LANIGAN
Mayor

MARK DOMENICO
Director



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

Memo

To: City of Rome Common Council

Date: May 2, 2025

From: Nick Facciolo

Re: Permission for the City of Rome to enter into a **direct sale** agreement with David Kerr for 1806 N. Madison St, tax map ID #223.012-0003-014.001, per the recommendation of the Real Property Committee. The purchase offer is \$1,100 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 David Kerr for a parcel located at 1806 N. Madison 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

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Real Property Due Diligence Summary

PROPERTY SUMMARY	
Address	1806 N. Madison Street
Tax Map Number	223.012-0003-014.001
Parcel Description	Lot 130 x 37.22 Irr.
Parcel Zoning	R-1-8
Ward Councilor	R. Dursi
Date of City Ownership	12/07/1978
DUE DILIGENCE CATEGORY	STATUS
Project Description	Investment for future development
Proposer Name	David Kerr
Proposed Time Frame	N/A
Proposed Price	\$1,100
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: 3.24.2025

Name(s): David Kerr
Address: 5537 Wishing Star Lane
Green Acres, Florida, 33463
Tel No.: 561.396.6375
E-mail: DKerr222003@yahoo.com
Contact Name of Business Applicant: N/A

Mailing Address: 108 W. Embargo St.
(if different from above) Rome, NY, 13440

Location of subject property: 1806 N Madison St.
Tax map number: 223.012.0003-014.001

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

Investment for future development.

Is your proposed use of the property compliant with applicable zoning regulations? ☒ Yes
If unknown, contact City of Rome Zoning Officer for determination.

No

Complete Attached Rehabilitation Estimate and Schedule

Rehabilitation Estimate & Schedule			
	Cost Estimate of Repair	Rationale for Estimate	Days to Complete from Start
Foundation			
Roof			
Basement / Crawl Space			
Exterior Finish			
Landscaping			
Driveway / Parking Area			
Sidewalk			
Structural Repairs			
Insulation			
Furnace			
Electrical Service			
Electrical Branch Circuits			
Electrical Devices			
Plumbing and Sewer Laterals			
Plumbing Lines / Fixtures			
Demolition / Rubbish Removal			
Kitchen Cabinets			
Flooring			
Wallboard			
Windows			
Doors			
Permit Fees			
TOTAL		TOTAL LENGTH OF REHABILITATION	

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: \$1,100.00
(2) Legal fees and disbursements: _____
(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. _____
(4) Abstract searches and/or title insurance: _____
(5) Rehabilitation expenses: _____

Total Estimate of Investment: _____

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.

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.

DK 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).

DK 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.

DK 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.

DK 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.

DK 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.

DK 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

DK Initial

Signature of Applicant David Kerr Date 3.24.2025

REAL PROPERTY REHAB AGREEMENT PERMIT UNDERSTANDING

I understand that after the Rehab Agreement is executed, the Real Property Chair will change the locks allowing me access to the property for clearing and cleaning purposes ONLY.

I am then required to schedule a Pre-Permit Walkthrough with a Building Inspector to revise my Scope of Work as needed for Code Compliance Prior to any other work being done. Any work that has been started (other than cleanup and flooring removal) will be subject to removal and a double permit fee.

Once the Building Permit is in place I may start work. Any plumbing work (other than simple fixture replacement) is required to be done by a City of Rome Licensed Plumber under a separate Plumbing Permit: Any plumbing work done prior to a Plumbing Permit is subject to removal and a double permit fee.

Any electrical work (other than simple fixture replacement) is required to remain exposed for inspection by a Code Official and for Third Party Electrical Inspections prior to covering. Any electrical work that is covered prior to inspections is subject to covering material removal and re-inspection.

David Kerr

Signature

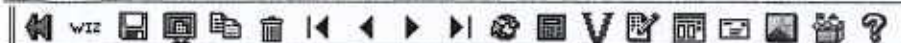
3.24.2025

Date



1806 N Madison St.
Tel: 223.012.0003 or 1.801.477.0178

Est, HERE, Garmin, INCREMENT P, NGA, USGS, Source: Est, Maxar, Earthstar Geographics, IGN, and the GIS User Community, Est, HERE, IPC



223.012-0003-014.001

301301 Rome NY

Active

R/S:1

School: Rome School D

City Of Rome

Roll Year: 2025 Curr Yr

Res vac land

Land AV: 3,400

1806 N Madison St

Land Size: 0.09 acres

Total AV: 3,400

Parcel 223.012-0003-014.001

- Assessment
 - Exempt(s)
- Description
- Owner(s)
- Images
- Gis
- Site (1) Res
 - Land(s)
 - Valuation
- Sale12/07/78

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

Owner Type: Primary

Design Status:

Last Name / Company:

City Of Rome

First Name:

MI: Jr., Sr., etc:

Attention To / In Care Of:

Additional Address:

Oneida Co Housing

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

RESOLUTION NO. 91

**AUTHORIZING MAYOR OF THE CITY OF ROME TO APPROVE THE SALE OF
CITY OWNED PARCEL (301 MCRAE STREET) TO BUYER.**

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 301 McRae Street (Tax Map No. 223.017-0003-056) 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 301 McRae Street (Tax Map No. 223.017-0003-056) to the buyer listed in Exhibit A, said conveyance to take place following the contingencies hereinafter set forth, and;

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

Seconded by _____.

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

ADOPTED _____ DEFEATED _____

EXHIBIT "A"

TAX MAP NO:	<u>223.017-0003-056</u>
PROPERTY ADDRESS:	<u>301 McRae Street</u>
CONSIDERATION:	<u>\$1,100.00</u>
BUYER:	<u>David Kerr</u>

JEFFREY M. LANIGAN
Mayor

MARK DOMENICO
Director



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

Memo

To: City of Rome Common Council

Date: May 2, 2025

From: Nick Facciolo

Re: Permission for the City of Rome to enter into a **direct sale** agreement with David Kerr for 301 McRae St, tax map ID #223.017-0003-056, per the recommendation of the Real Property Committee. The purchase offer is \$1,100 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 David Kerr for a parcel located at 301 McRae 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



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Real Property Due Diligence Summary

PROPERTY SUMMARY	
Address	301 McRae Street
Tax Map Number	223.017-0003-056
Parcel Description	Lot 50 x 120
Parcel Zoning	R-2
Ward Councilor	R. Smith
Date of City Ownership	4/18/2013
DUE DILIGENCE CATEGORY	STATUS
Project Description	Investment for future development
Proposer Name	David Kerr
Proposed Time Frame	N/A
Proposed Price	\$1,100
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: 3.24.2025

Name(s): David Kerr
Address: 5537 Wishing Star Lane
Green Acres, Florida 33463
Tel No.: 561.396.6375
E-mail: Dkerr222003@yahoo.com
Contact Name of Business Applicant: N/A

Mailing Address: 108 W. Embargo St.
(if different from above) Rome, NY, 13446

Location of subject property: 301 McRae St.
Tax map number: 223.017-0003-056

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

Investment for future development.

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

Rehabilitation Estimate & Schedule			
	Cost Estimate of Repair	Rationale for Estimate	Days to Complete from Start
Foundation			
Roof			
Basement / Crawl Space			
Exterior Finish			
Landscaping			
Driveway / Parking Area			
Sidewalk			
Structural Repairs			
Insulation			
Furnace			
Electrical Service			
Electrical Branch Circuits			
Electrical Devices			
Plumbing and Sewer Laterals			
Plumbing Lines / Fixtures			
Demolition / Rubbish Removal			
Kitchen Cabinets			
Flooring			
Wallboard			
Windows			
Doors			
Permit Fees			
TOTAL		TOTAL LENGTH OF REHABILITATION	

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: \$1,100.00
- (2) Legal fees and disbursements: _____
- (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. _____
- (4) Abstract searches and/or title insurance: _____
- (5) Rehabilitation expenses: _____

Total Estimate of Investment: _____

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.

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.

DK 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).

DK 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.

DK 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.

DK 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.

DK 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.

DK 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

DK Initial

Signature of Applicant Daniel Kew Date 3.24.2025

REAL PROPERTY REHAB AGREEMENT PERMIT UNDERSTANDING

I understand that after the Rehab Agreement is executed, the Real Property Chair will change the locks allowing me access to the property for clearing and cleaning purposes ONLY.

I am then required to schedule a Pre-Permit Walkthrough with a Building Inspector to revise my Scope of Work as needed for Code Compliance Prior to any other work being done. Any work that has been started (other than cleanup and flooring removal) will be subject to removal and a double permit fee.

Once the Building Permit is in place I may start work. Any plumbing work (other than simple fixture replacement) is required to be done by a City of Rome Licensed Plumber under a separate Plumbing Permit: Any plumbing work done prior to a Plumbing Permit is subject to removal and a double permit fee.

Any electrical work (other than simple fixture replacement) is required to remain exposed for inspection by a Code Official and for Third Party Electrical Inspections prior to covering. Any electrical work that is covered prior to inspections is subject to covering material removal and re-inspection.

David Kew

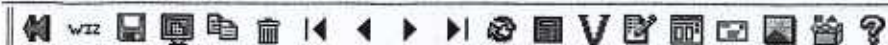
Signature

3.24.2025

Date

Rome, NY Internet Mapping Application





223.017-0003-056

City Of Rome

301 McRae St

301301 Rome NY

Roll Year: 2025 Curr Yr

Land Size: 0.14 acres

Active

R/S:1

School: Rome School D

Land AV: 1,000

Total AV: 1,000

Parcel 223.017-0003-056

- History
- Assessment
 - Exempt(s)
- Description
- Owner(s)
- Images
- Gis
- Site (1) Res
 - Land(s)
 - Valuation
- Sale04/18/13
 - Notes

Owner	Tax Bill Mailing Address	3rd Party Address	Bank
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Total 1 Owners: To open, click the appropriate row (Right Click to Add)

City Of Rome	Owner Type: Primary	Designation
--------------	---------------------	-------------

Last Name / Company:

City Of Rome

First Name:

MI:

Jr., Sr., etc:

Attention To / In Care Of:

Additional Address:

Street No: Prefix Dir: Street / Rural Route:

St Suffix:

Post Dir:

UnitName:

Unit No:

City Hall

Po Box No:

City/Town:

Rome

State:

NY

Zip Code:

13440

Country: enter if not "USA"

Bar Cd:

Ownership: e.g. Life Use

Owner Type:

P = Primary

Owner's Primary Residence

RESOLUTION NO. 92

**AUTHORIZING MAYOR OF THE CITY OF ROME TO APPROVE THE SALE
OF CITY OWNED PARCEL (729 CALVERT STREET) TO BUYER.**

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 729 Calvert Street (Tax Map No. 242.006-0005-073) 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 729 Calvert Street (Tax Map No. 242.006-0005-073) to the buyer listed in Exhibit A, said conveyance to take place following the contingencies hereinafter set forth, and;

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

Seconded by _____.

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

ADOPTED _____ DEFEATED _____

EXHIBIT "A"

TAX MAP NO:	<u>242.006-0005-073</u>
PROPERTY ADDRESS:	<u>729 Calvert Street</u>
CONSIDERATION:	<u>\$5,000.00</u>
BUYER:	<u>Joaquin Alexander De Leon De los Santos</u>

JEFFREY M. LANIGAN
Mayor

MARK DOMENICO
Director



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

Memo

To: City of Rome Common Council

Date: May 2, 2025

From: Nick Facciolo

Re: Permission for the City of Rome to enter into a **rehabilitation** agreement with Joaquin Alexander De Leon De los Santos for 729 Calvert St, tax map ID #242.006-0005-073, per the recommendation of the Real Property Committee. The purchase offer is \$5,000 and the rehabilitation period is 12 months.

Message:

The Real Property Committee has voted to recommend that the City of Rome Common Council consider approval to enter into a **rehabilitation** agreement with Joaquin Alexander De Leon De los Santos to rehabilitate a parcel located at 729 Calvert 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

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Real Property Due Diligence Summary

PROPERTY SUMMARY	
Address	729 Calvert St.
Tax Map Number	242.006-0005-073
Parcel Description	H & G & L 50 x 133
Parcel Zoning	C-2
Ward Councilor	L. Fazio
Date of City Ownership	6/13/2024
DUE DILIGENCE CATEGORY	STATUS
Project Description	Rehabilitate existing house for use as rental real estate
Proposer Name	Joaquin Alexander De Leon De los Santos
Proposed Time Frame	12 Months
Proposed Price	\$5,000
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

- **Install new plumbing lines, fixtures, laterals as needed (City of Rome licensed plumber required with inspection when completed.)**
- **Any electrical work will require 3rd party electrical inspection**
- **See attached scope of work**

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: 3/20/2025

Name(s): Joaquin Alexander De Leon De los santos
Address: 521 Williams St.
Rome, N.Y. 13440
Tel No.: 315-886-2472
E-mail: phaydericano@gmail.com
Contact Name of Business Applicant: _____

Mailing Address: _____
(if different from above) _____

Location of subject property: 729 Calvert St
Tax map number: 242.066-0005-073

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

Rental

Is your proposed use of the property compliant with applicable zoning regulations? (Yes)
If unknown, contact City of Rome Zoning Officer for determination.

No

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: \$ 5,000
(2) Legal fees and disbursements: \$ 1,000
(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. \$ 1,000
(4) Abstract searches and/or title insurance: \$ 600
(5) Rehabilitation expenses: \$ 57,600

Total Estimate of Investment: \$ 65,200

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.

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.

JD 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).

JD 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.

JD 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.

JD 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.

JD 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.

JD 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

JD Initial

Signature of Applicant Joseph A. Roseberry, Jr. Date 3/20/2025

Rehabilitation Estimate & Schedule			
	Cost Estimate of Repair	Rationale for Estimate	Days to Complete from Start
Foundation	\$400	Clean and paint wall	9 months
Roof	\$2000	Repair garage Roof	9 months
Basement / Crawl Space	0	Clean	9 months
Exterior Finish	\$500	Pressure wash siding + paint porch	9 months
Landscaping	\$200	Cut grass and clean yard	9 months
Driveway / Parking Area	0	Clean	9 months
Sidewalk	0	Clean	9 months
Structural Repairs	0		
Insulation	\$2000	where it is needed.	9 months
Furnace	\$500	for maintenance	9 months
Electrical Service	0		
Electrical Branch Circuits	0		
Electrical Devices	\$2000	New light fixtures and switches	9 months
Plumbing and Sewer Laterals	0		
Plumbing Lines / Fixtures	\$8000	New bathrooms up and down, new fixtures	9 months
Demolition / Rubbish Removal	\$2000	Dumpster Rental and tipping fee	9 months
Kitchen Cabinets	\$12,000	Two new kitchens + fixtures	9 months
Flooring	\$10,000	New flooring up and down	9 months
Wallboard	\$7,000	Replace wall and ceilings	9 months
Windows	\$6500	Replace 12 windows	9 months
Doors	\$4,000	Replace 10 doors	9 months
Permit Fees	\$500	Building Permits	9 months
TOTAL	\$57,600	TOTAL LENGTH OF REHABILITATION	



729 Calvert St.
Tax ID# 242.006-0005-073

Esri, HERE, Garmin, INCREMENT P, Intermap, NGA, USGS, Source: Esri, Mapbox, Earthstar Geographics, IGN, and the
GIS User Community, Esri, HERE, iPC



242.006-0005-073

301301 Rome NY

Active

R/S: 1

School: Rome School D

City Of Rome

Roll Year: 2025 Curr Yr

2 Family Res

Land AV: 2,000

729 Calvert St

Land Size: 0.15 acres

Total AV: 4,500

Parcel 242.006-0005-073

- [-] History
- [-] Assessment
 - [-] Exempt(s)
 - [-] Spec Dist(s)
- [-] Description
- [-] Owner(s)
- [-] Images
- [-] Gis
- [-] Site (1) Res
 - [-] Land(s)
 - [-] Bldg
 - [-] Imprvmt(s)
 - [-] Valuation
- [-] Sale06/13/24
 - [-] Notes
- [-] Sale08/17/16
 - [-] Site (1) Res
 - [-] Land(s)
 - [-] Bldg
 - [-] Imprvmt(s)
 - [-] Valuation
- [-] Sale04/30/15
 - [-] Notes
- [-] Sale10/05/02
 - [-] Site (1) Res
 - [-] Land(s)
 - [-] Bldg
 - [-] Imprvmt(s)
 - [-] Valuation
- [-] Sale02/23/95
 - [-] Site (1) Res
 - [-] Land(s)
 - [-] Bldg
 - [-] Imprvmt(s)
 - [-] Valuation

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

Owner Type: Primary

Property Status:

Last Name / Company:

City Of Rome

First Name:

MI:

Jr., Sr., etc:

Attention To / In Care Of:

Additional Address:

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

RESOLUTION NO. 93**AUTHORIZING BUDGETARY TRANSFER FOR
EMERGENCY PURCHASE OF SECURITY CAMERA.**

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 a Budget Transfer for an emergency purchase of a security camera**Authorizing Budgetary Transfer of \$5,000.00 into Sewer IT Equipment**

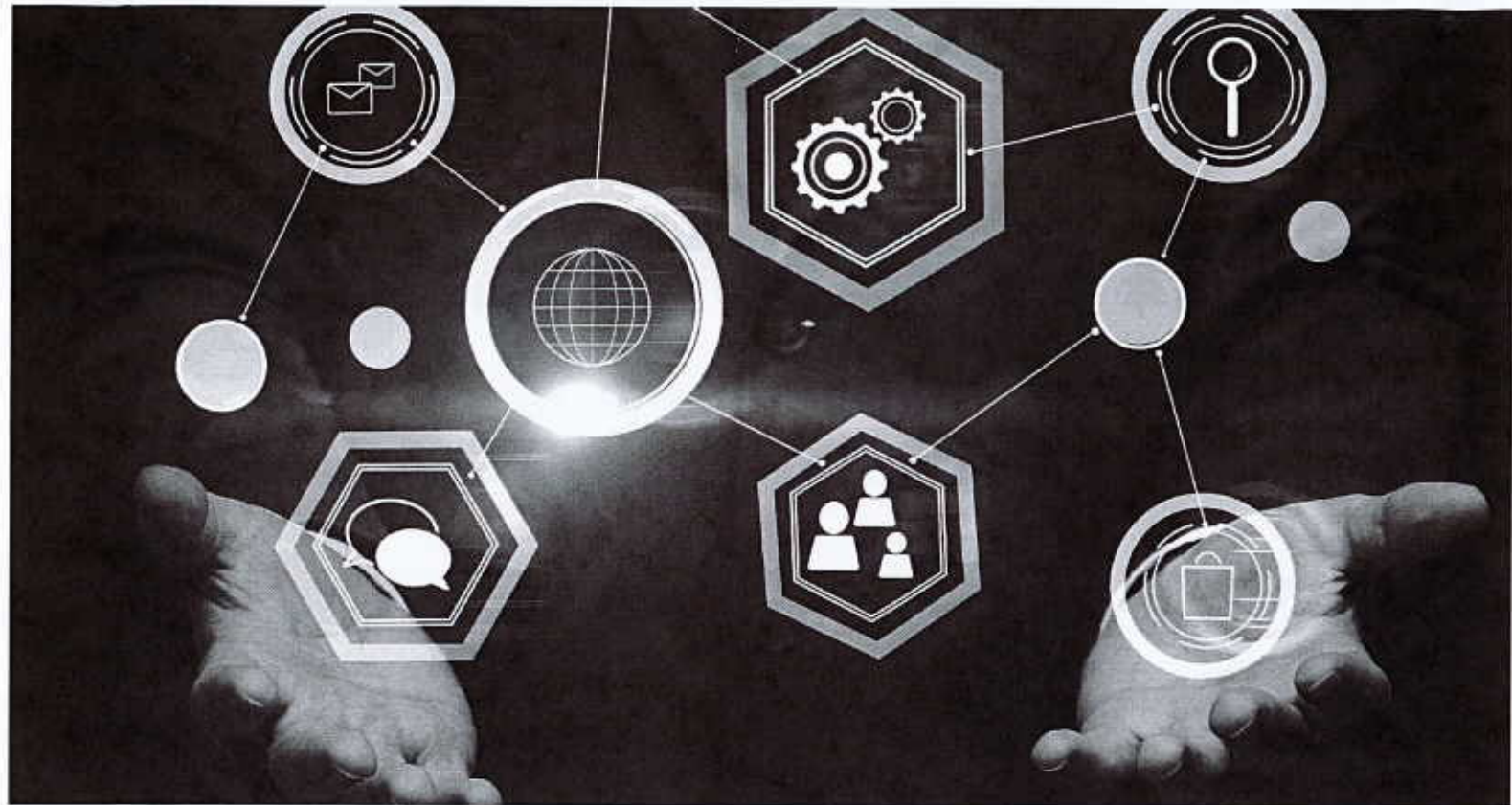
<u>FROM CODE NO.</u>		<u>AMOUNT</u>
ES8130.414	Sewer: Supplies and Materials	\$5,000.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
ES1680.208	Sewer: IT Equipment	\$5,000.00

Seconded by _____.

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

ADOPTED _____ DEFEATED _____



Verkada Command Connector for AXIS Cameras to replace WasteWaterACS1

MAPQ10595

City of Rome

Prepared for: Phil Impicciatore



M.A. Polce
IT & CYBERSECURITY

Account Manager

Keith Taylor

315-838-2970

ktaylor@mapolce.com

Inside Account Manager

Keith Taylor

315-838-2970

ktaylor@mapolce.com

STATEMENT OF WORK

This statement of work is governed under the terms of the Master Services Agreement located at <https://mapolce.com/msa> (the "MSA"). By accepting this corresponding quote, you accept the terms of the MSA. This services statement contains provisions that define, clarify, and govern the managed security services provided or facilitated (as applicable) by M.A. Polce Consulting, Inc. ("M.A. Polce", "we," "us," or "our"), as listed in the quote provided to you (the "Quote"). If you have any questions about the scope of services listed in this services statement or the Quote, or if you do not agree with the terms of the Quote or this services statement, then you should not sign the Quote and, instead, you should contact us for more information. This statement of work is our "owner's manual" that generally describes all managed security services provided or facilitated by M.A. Polce ("M.A. Polce"); however, only those services specifically described in the Quote will be facilitated and/or provided to you (collectively, the "Services"). Activities or items that are not specifically described in the Quote will be out of scope and will not be included unless otherwise agreed to by us in writing.

SCOPE OF SERVICES

The services described below (collectively, "Services") will be provided to you under this SOW. Services that are not specifically described in this SOW will be out of scope and will not be provided to you unless otherwise agreed to by us in writing. Services will be provided on a Time & Materials (T&M), work-for-hire, basis. Generally, the services will be performed during normal business hours from 8:00am to 5:00pm eastern time Monday-Friday. M.A. Polce Consulting Inc. understands and accepts that some work must be performed after normal business hours as deemed necessary by both parties.

Executive Summary

The client currently utilizes an Axis camera system with an Axis Network Video Recorder (NVR) that is approaching end of life and is starting to fail. Instead of replacing the Axis NVR, the client has elected to transition video management to the Verkada platform, while retaining their existing Axis cameras. This project will implement a Verkada Command solution utilizing a Verkada CC500 Cloud Connector appliance to integrate the existing Axis cameras into the cloud-managed platform.

Scope

M.A. Polce will be responsible for performing the following services under this SOW.

Hardware and Licensing Procurement

- Provide one (1) Verkada CC500 Cloud Connector appliance.
- Provide sixteen (16) Verkada Command licenses to enable ongoing management and cloud recording of existing Axis cameras.
- Provide one (1) 2-post rack shelf for installation of the Verkada CC500 appliance into the client's existing 2-post equipment rack.

Installation

- Install the 2-post rack shelf securely into the client's existing 2-post equipment rack using appropriate mounting hardware.
- Mount and secure the Verkada CC500 Cloud Connector appliance onto the installed rack shelf, ensuring proper ventilation and cable management.
- Connect the Verkada CC500 appliance to an available network switch port using a Cat6 Ethernet patch cable.
- Connect the CC500 to a suitable power source using the provided power supply.
- Perform basic cable management to ensure a clean and organized installation.
- Verify physical connections and power on the CC500 appliance.

Configuration

- Confirm network connectivity and verify that the Verkada CC500 appliance has internet access to communicate with the Verkada Command cloud platform.
- Complete the initial setup and enrollment of the CC500 into the client's Verkada Command organization.
- Apply available firmware updates to the CC500 (if applicable).
- Apply available firmware updates to the existing sixteen (16) Axis cameras.
- Configure the integration of sixteen (16) existing Axis cameras via the CC500, including:
 - Setting up RTSP or ONVIF streaming protocols.
 - Configuring basic camera authentication (username/password) as needed.
- Enroll each Axis camera into the Verkada Command platform and verify successful video streaming.
- Confirm that live video and cloud recording functionality are operational for all enrolled cameras.



- Conduct a full system functionality check to ensure camera connectivity, stable recording, and reliable Command access.
- Provide basic end-user orientation covering:
 - Logging into Verkada Command.
 - Viewing live video streams.
 - Accessing historical footage and basic video management features.

Change Management Process

During the project, either party may request in writing additions, deletions, or modifications to the services described in this SOW ("change"). M.A. Polce Consulting shall have no obligation to commence work in connection with any change until the estimated fee and schedule impact of the change is agreed upon in a written change request signed by the authorized signatories from both parties.

Within three (3) business days of receipt of the proposed change request, the client shall either indicate acceptance of the proposed change by signing the change request or advise us not to perform the change. If the client advises M.A. Polce Consulting not to perform the change, then we shall proceed only with the original services. In the absence of client acceptance or rejection within the timeframe noted, we will not perform the proposed change.

Client Responsibilities

The following is a list the activities and responsibilities which will be performed by the client at no charge to M.A. Polce Consulting.

1. Client's internet connection has sufficient bandwidth to support cloud-based video recording and remote viewing.
2. No physical re-cabling of cameras is required; all existing camera cabling will be reused as-is.
3. Define a project leader(s) responsible for project decisions, internal staff communication, and prioritizing staff issues with M.A. Polce as they arise.
4. Project leader is responsible for disseminating cutover information as well as any necessary instructions on behalf of M.A. Polce to internal staff.
5. Provide full access to all sites, services, equipment, support contracts, site information, and locations as required by the project.
6. Provide all required equipment, licenses, services, information, and support that is not included in this scope of work and/or proposal but is still required for a successful project.
7. Provide downtime as required



- a. Downtime dates, times, and durations will be coordinated with the client by the M.A. Polce project management team.
8. Provide all physical installation of equipment unless otherwise noted in the scope of work.

Client Delays

If a client responsibility (including any deliverables that are the responsibility of the client) is delayed more than (10) business days from the established due date, the client will be notified via email that the project will be placed in suspension and project resources will be assigned to other projects. Upon project suspension, the client can reinstate the project by contacting M.A. Polce Consulting's Project Manager, provided the client has completed the delayed responsibility (including any deliverables that are the responsibility of the client). A project reinstatement fee of \$500. USD will be invoiced to the client and must be paid in full in order to re-activate the project. Upon payment of the reinstatement fee in full, the project will be re-activated and rescheduled based on M.A. Polce Consulting's then current workload and resource availability. Any additional labor required to ramp back up on the project will be billed in addition to the original Project SOW cost.

Term; Termination

The Services will commence, and billing will begin, on the date on which the SOW is signed by the client and accepted by MA Polce Consulting. This agreement will terminate when any one of the following conditions has been satisfied:

1. M.A. Polce Consulting completes its obligations and responsibilities described in this SOW; or
2. M.A. Polce Consulting has completed the number of hours specified in the "Services Estimate" section of this SOW, including any subsequent change authorizations; or
3. Either party terminates this agreement with 10 business days written notice to the other party. Charges incurred up to the termination date will be invoiced to the client.

Assumptions / Minimum Requirements / Exclusions

M.A. Polce is under the assumption that all conditions will be met under the client Responsibilities section.

1. Services will be provided to the client remotely or On-site as deemed necessary to complete the services. If travel is required, travel and living expenses are the responsibility of the client unless otherwise specified in the "Charges" section of this SOW.

Exclusions

Services that are not expressly described in this SOW will be out of scope and will not be provided to Client unless otherwise agreed, in writing, by M.A. Polce.

Risks

The client's 2 existing Axis Q3628-VE cameras haven't been verified for compatibility with Verkada. Should issues arise with these 2 Axis cameras, the client will need to purchase Verkada compatible hardware.

Dependencies

No material dependencies have been identified.



M.A. Polce - Confidential



Apr 21, 2025

401 Phoenix Drive, Rome, NY 13441
t. (315) 338-0388 f. (315) 356-0597

Quoted To:

City of Rome
Phil Impicciatore
7180 East Dominick Street
Rome, NY 13440
United States

Prepared By:

Keith Taylor
315-838-2970
ktaylor@mapolce.com

Qty	Description	Unit Price	Ext. Price
Hardware			
1	Verkada CC500 Command Connector, 8TB, 25 5MP channels at 30 days - 5-year warranty * When channels are not being utilized, additional retention (up to 90 days per camera) may be available	\$4,529.00	\$4,529.00
16	Verkada 3-Year Camera License, Capacity Increase	\$453.00	\$7,248.00
1	Eaton Tripp Lite Series SmartRack Universal-Mount Steel Rack Shelf - 2U, Vented, 21.7 in. Deep, Holds up to 100 lb. (45 kg) - For Data Center, Server, LAN Switch, Router, Networking - 2U Rack Height - Rack-mountable - Black Powder Coat - Cold-rolled Steel (CRS) - 100 lb Maximum Weight Capacity	\$90.50	\$90.50
Services			
10	T&M Labor for Installation and configuration of Verkada CC500 Command Connector, and Project Management	\$167.00	\$1,670.00
<p>Fees M.A. Polce Consulting, Inc. estimates this activity will take approximately 10 hours. This is an estimate; actual hours may vary if new requirements are discovered. M.A. Polce Consulting will only invoice the client for the actual number of hours worked. If all hours on this estimate are consumed and the activities are not complete, M.A. Polce Consulting will reevaluate with the client for additional hours.</p> <p>Services performed during normal business hours from 8:00am to 5:00pm eastern time Monday-Friday will be charged at a "standard base rate" per hour. Services performed after normal business hours any weekday or weekends, including Sunday will be charged time and a half. Services performed on Holidays will be charged double time. All rates are in US Dollars. If travel is required, travel time plus reasonable and actual travel expenses will be invoiced to the client.</p> <p>GSA Services Contract # 47QTCA18D00BJ</p>			

SubTotal	\$13,537.50
Tax	\$0.00
Shipping	\$0.00
Total	\$13,537.50

This Quote expires on: 5/22/2025

Disclaimer: The data in this proposal is M. A. Polce Consulting, Inc. confidential and shall not be disclosed outside the receiving party and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the proposal. If a contract is awarded to M. A. Polce Consulting, Inc. as a result of or in connection with the submission of this data, the receiving party shall have the right to duplicate, use, or disclose the data to the extent provided in the contract.

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Billing Terms and Procedures

100% of Hardware/Software components and 50% of fixed or estimated labor costs will be invoiced upon acceptance of this proposal and is due upon receipt of the invoice. Payments must be received prior to the purchase of any hardware and the start of any services.

Quote Validity

Typographical and stenographic errors are subject to correction.

Component availability will be noted in the event that a particular component is unavailable. Estimated delivery dates will be provided on a best effort basis. MA Polce will communicate changes in availability as we are made aware of them throughout the procurement process.

Expiration

The offer for this proposed custom technology installation as described in this document is good for the month that it is created in, after which an entirely new agreement must be negotiated.

A Disaster Recovery plan will assure that a loss is minor and only a temporary problem, restoring your business operations quickly. Connect with M.A. Polce for more information today!

RESOLUTION NO. 94

**AUTHORIZING THE CITY CLERK TO REQUEST FOR BIDS FOR THE ROME BOA
2.8 ACRE PARCEL REDEVELOPMENT FEASIBILITY ANALYSIS (RFB-2024-030).**

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 request for bids for the Rome Boa 2.8 Acre Parcel Redevelopment Feasibility Analysis (RFB-2024-030); 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 June 12, 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 _____

PROPOSAL ADVERTISEMENT

Sealed proposals will be received by the City Clerk of the City of Rome, New York, until 11:00 a.m. local time June 12, 2025, for the following project:

RFP-2024-030

Rome BOA 2.8 Acre Parcel Redevelopment Feasibility Analysis

PROJECT DESCRIPTION

The City of Rome is seeking proposals from qualified consulting firms to provide services to develop a redevelopment feasibility analysis for an existing vacant parcel located within the Downtown Rome Brownfield Opportunity Area (BOA). The intent of the project is to assess and evaluate redevelopment options for the parcel that leverage existing community economic momentum and which align with the spirit and intent of the site options within the BOA. The project will also include a developer RFP attraction strategy and proposal.

Project Location:	112 Columbus Ave. Rome, NY
Owner:	City of Rome
Owner's Representative:	Matthew J. Andrews City of Rome Deputy Director of Community & Economic Development 198 North Washington Street, Rome, NY, 13440 (315) 339-7643

PROPOSAL OPENING

Proposals will be publicly opened and read aloud at 11:00 a.m., local time, June 12, 2025 at 198 North Washington St., Rome, NY, 13440, Rome City Hall, 2nd Floor, Council Chambers.

PROPOSAL SUBMITTAL & FORMS

All proposals must be received no later than submission deadline listed above. The City of Rome will not accept late proposal submissions. Electronic submissions are not permitted for these bidding documents. Proposal packages must be timestamped by the City Clerks Office. Any proposals submitted into the overnight drop box are done so at the proposers risk of not being timestamped or included in the proposal opening.

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

RFP-2024-030
Rome BOA 2.8 Acre Parcel Redevelopment Feasibility Analysis
(Proposers Name)

EXAMINATION OF DOCUMENTS

Proposal materials can be inspected at the following locations:

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

PROPOSAL MATERIALS

Proposals will be advertised electronically at:

- <https://romenewyork.com/treasurer-purchasing/>
- <https://www.romerises.com>

- <https://www.bidnetdirect.com/new-york/city-of-rome>
- <https://www.nyscr.ny.gov/>
- <https://www.nyupstateplanning.org/rfps-rfq>

PROPOSAL ADVERTISEMENT NOTES

It is the policy of the City of Rome to encourage the greatest possible participation of minority and women-owned business enterprises (MWBEs). All qualified MWBE suppliers, contractors, and/or businesses will be afforded equal opportunity without discrimination because of race, color, religion, national origin, sex, age, disability, or sexual preference.

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.

OFFICIAL PROPOSAL HOLDERS LIST

Proposers who intend to submit a proposal must call or email to be placed on the official plan holders list. Those that obtain RFP documents from a source other than the issuing office must notify the City of Rome in order to be placed on the official plan holders list, in order to receive addenda and other correspondences. Proposals received from other than those on the official plan holders list may not be accepted. To be placed on the official plan holders list please contact the Department's Office at (315) 339-7643.

ADDENDA

The City will not issue addenda, nor will it respond to questions five (5) days prior to the scheduled RFP opening unless stated bid date is postponed.

PRE-PROPOSAL CONFERENCE & PROJECT QUESTIONS

There will be no formal pre-proposal conference for this project. All questions should be directed towards the owner's representative.

BID SECURITY

None required.

SPECIAL PROPOSAL LANGUAGE

Project is funded through a NYS Department of State Brownfield Opportunity Areas grant
Contract Number: C1002321

This project is funded through the New York State Department of State Brownfield Opportunity Areas Program. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, this project is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises (MWBEs). The provisions of Article 15-A §312 of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to the Contract.

MWBE utilization goal for this project is 30% total (15% MBE and 15% WBE)

Article 17-B of the Executive Law authorized the creation of the Division of Service-Disabled Veterans' Business Development to promote participation of Service-Disabled Veteran-Owned

Businesses (SDVOBs) in New York State contracting. To comply with the SDVOB Program goals of 6%, the Department of State strongly encourages grantees to make every effort, to the maximum extent possible, to engage certified SDVOBs in the purchasing of commodities, services and technology in the performance of their contracts with the Department.

SDVOB utilization goal for this project is 6%

Legal Date: 5/20/2025

RESOLUTION NO. 95

**AUTHORIZING CHANGE ORDER NO. 3 TO CONTRACT WITH JCI JONES CHEMICALS INC.,
PURSUANT TO ORIGINAL BOARD OF ESTIMATE AND CONTRACT
RESOLUTION NO. 128 ADOPTED JUNE 15, 2023 (\$3,670.80).**

By _____:

WHEREAS, the Board of Estimate and Contract of the City of Rome, New York, pursuant to Resolution No. 128 adopted June 15, 2023, authorized a professional services agreement with JCI Jones Chemicals Inc., for the delivery of sodium hydroxide, at an amount of \$89,240.00 per year for a total contract price of \$178,480.00; and

WHEREAS, the Board of Estimate and Contract of the City of Rome, New York, pursuant to Resolution No. 148 adopted June 13, 2024, awarded Change Order No. 1 to JCI Jones Chemicals Inc., to allow an increase of \$2,569.10 per year for a total contract price not to exceed \$183,618.20; and

WHEREAS, the Board of Estimate and Contract of the City of Rome, New York, authorized an amendment to Resolution No. 148 on June 27, 2024 to reflect correct quote and pricing, for an increased amount not to exceed \$4,409.10 per year for a total contract price not to exceed \$187,298.20; and

WHEREAS, the Board of Estimate and Contract of the City of Rome, New York, pursuant to Resolution No. 214 adopted September 26, 2024, awarded Change Order No. 2, for an increased amount not to exceed \$3,302.80 per year for a total contract price not to exceed \$193,903.80; and

WHEREAS, it has been recommended by Jenn Gleasman, Purchasing Agent for the City of Rome, that JCI Jones Chemicals Inc., be awarded Change Order No. 3 for a total amount not to exceed \$3,670.80 per year for a total contract price not to exceed \$197,574.60; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that the contract awarded to JCI Jones Chemicals Inc., pursuant to Resolution No. 128 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 \$3,670.80; and

BE IT FURTHER RESOLVED, that the total amount of Change Order No. 3 as described hereinabove shall be an increase for a total amount not to exceed \$3,670.80, increasing the total contract price to \$197,574.60; and

BE IT FURTHER RESOLVED, Resolution No, 128 shall otherwise remain as originally adopted on June 15,2023.

Seconded by _____.

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

ADOPTED _____ DEFEATED _____



May 7, 2025

PLEASE SIGN AND RETURN BY 05/16/25
TO AVOID POSSIBLE SHIPMENT DELAYS

City of Rome

Dear Customer:

Producer Raw material cost increases were recently issued by the Producers of chlorine and sodium hydroxide (caustic soda). These materials are also used to manufacture sodium hypochlorite (bleach) and sodium bisulfite. It is necessary for us to pass those increases on to our customers.

Effective **June 6, 2025**, your Caustic price must increase to **\$4.2951 per gallon**. All other terms & conditions will remain the same.

Please know that while we do everything in our power to keep increases to a minimum, we have no control over Producer operations or raw material cost increases.

Thank you for your cooperation and understanding.

Sincerely,

JCI Jones Chemicals, Inc

JCI Jones Chemicals, Inc
1765 Ringling Blvd
Sarasota, FL 34236

Please sign below and return via email to caledonia@jcichem.com or return via fax to (585) 538-2316.

Accepted by: _____ Date: _____



North American Chlor-Alkali & Derivatives™

February 26, 2025

Dear Customer,

Effective immediately, or when permissible by contract, Westlake Corporation will increase the price for all grades of liquid caustic soda by US\$ 30 per dry short ton in the US and C\$ 50 per dry metric ton in Canada. This price increase is in addition to the price increase announcement made on January 29, 2025.

Beginning in March, Westlake will implement an order management program for Membrane Grade caustic soda.

Westlake's standard lead times for all caustic shipments continue to be as follows:

Barge	30 days
Rail	14 days
Truck	7 days

If you have any questions regarding this price increase, order management, or lead times, please contact your Westlake sales professional. Westlake values your business. Thank you for the opportunity to supply your Liquid Caustic Soda requirements.

Sincerely,

A handwritten signature in black ink that reads "Justin P. Filey" followed by a small "cs" superscript.

Justin P. Filey
Director, Commercial Chlor-Alkali

2801 Post Oak Blvd., Ste. 600 | Houston, Texas 77056 | T. 713.960.9111

www.Westlake.com

JCI Change Order History For Sodium Hydroxide

	<u>Rate</u>	<u>Gallons</u>	<u>1-year</u>	<u>2-year</u>	<u>Increase Amount</u>
Original Bid	\$ 3.8800	23,000	89,240.00	178,480.00	
Change Order No 1	\$ 3.9917	23,000	91,809.10	183,618.20	\$ (2,569.10)
Change Order No 2	\$ 4.0717	23,000	93,649.10	187,298.20	\$ (4,409.10)
Change Order No 3	\$ 4.2153	23,000	96,951.90	193,903.80	\$ (3,302.80)
Change Order No 4	\$ 4.2951	23,000	98,787.30	197,574.60	\$ (1,835.40)

RESOLUTION NO. 96

**ACCEPTING DEED IN LIEU OF TAX SALE PRESENTED TO THE
CITY OF ROME (815 CROTON STREET) BY THE HERBERT BAMBURY ESTATE.**

By _____:

WHEREAS, the Herbert Bambury Estate has contacted the City of Rome with the offer to donate 815 Croton Street to the City of Rome in lieu of the City foreclosing on same; and

WHEREAS, pursuant to Section 299.1 of the Rome City Charter, the City of Rome Common Council may authorize the acceptance of a deed in lieu of foreclosure when it is in the best interest of the City, subject to confirmation of the Board of Estimate and Contract; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that the donation of 815 Croton Street in lieu of foreclosure, shall be accepted by the City of Rome; and

Seconded by _____.

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

ADOPTED _____ DEFEATED _____

RESOLUTION NO. 97

**AUTHORIZING AN AMENDMENT TO THE INTERMUNICIPAL AGREEMENT WITH
THE TOWN OF VERONA, NEW YORK REGARDING THE SUPPLY OF WATER.**

By _____:

WHEREAS, in 2020 the Common Council approved, and the City of Rome executed, an intermunicipal agreement with the Town of Verona by which the City would provide potable water to the Town of Verona; and

WHEREAS, since the execution of the intermunicipal agreement, the project has undergone changes such that Verona has asked to amend the original agreement as set forth in the attached documents; and

WHEREAS, said changes do not increase the amount of water the City will provide or the cost to the City; and

WHEREAS, Mayor Jeffrey M. Lanigan has recommended that the City agree to and execute the proposed amendment to allow the Town of Verona to complete the project and begin purchasing water from the City, now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that the Mayor of the City of Rome be and is hereby authorized to execute the attached amendment to the intermunicipal agreement with the Town of Verona, New York relative to their purchase of City water; and

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately.

Seconded by _____.

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

ADOPTED _____ DEFEATED _____

EXHIBIT F
AGREEMENT OF MODIFICATION NO. 1
March 19, 2025

AGREEMENT OF MODIFICATION

This Agreement of Modification made this _____ day of _____, 2025, by and between the **CITY OF ROME**, a municipal corporation organized and existing under the laws of the State of New York, with its office and principal place of business at Rome City Hall, 198 North Washington Street, Rome, New York, hereinafter referred to as "CITY", and the **TOWN OF VERONA**, a municipal corporation organized and existing under the laws of the State of New York, with its office and principal place of business at Town Municipal Building, 6600 Germany Road, Durhamville, New York 13054, acting for and on behalf of the Verona Water District, Durhamville Water District, and Verona Water District Extension No. 3, hereinafter referred to as "TOWN".

WITNESSETH

WHEREAS, the parties hereto on or about February 11, 2020 entered into an AGREEMENT which outlined the terms and provisions for the CITY to supply potable water to the TOWN from the CITY'S water supply system, as well as defined the present and future rights and responsibilities of the parties hereto, the new transmission infrastructure to be constructed in the CITY and TOWN, and the cost-sharing provisions outlined in the PER/MPR and associated funding applications based on the anticipated plan of finance; and

WHEREAS, the CITY has completed construction, testing, and activation of its new transmission infrastructure, the Rome-New London Road (NYS Route 46) Connection, which is capable of delivering CITY water to the TOWN'S new master meter constructed near the TOWN-CITY boundary line, and has provided water to the TOWN's Contractor for purposes of flushing and pressure testing the section of new TOWN transmission main generally located west of the master meter to the planned Barge Canal crossing at Circle Drive; and

WHEREAS, the TOWN secured NYSEFC loan financing, as well as WIIA grant funding, and has substantially completed construction of Contract No. 3 – New London Storage Tank Improvements, and Contract No. 2 – Transmission and Watermain Improvements, with the exception of new water services within Verona Water District Extension No. 3 and crossing the Barge Canal due to latent subsurface conditions which prevented constructing the new transmission main beneath the canal after multiple attempts using horizontal directional drilling methods; and

WHEREAS, the TOWN's Engineering Consultant, Barton & Loguidice, D.P.C., prepared contract drawings, specifications, environmental review, and permitting applications for constructing a new transmission main pipe bridge over the Barge Canal, and the TOWN has authorized construction of said pipe bridge under a Contract No. 2 change order, contingent on receiving all funding, regulatory and permitting agency approvals; and

WHEREAS, the TOWN, as of March 19, 2025, has secured a Community Development Block Grant through the Office of Community Renewal, has advertised and received bids for Contract No. 4 – New

London Pumping Improvements, with bids received in late January 2025, has awarded the two prime contracts, and construction substantial completion is slated for the spring of 2026; and

WHEREAS, the costs of the TOWN's Project have increased from approximately \$26 million identified in the AGREEMENT to an estimated \$44 million due to multiple factors and, as such, the TOWN adopted amended and restated bond resolutions in September 2024 for increasing the maximum amount to be expended for the Project to \$44 million; and

WHEREAS, due to the increased Project costs, the TOWN has, and will continue to pursue supplemental subsidized interest rate financing through the NYSEFC and potentially USDA Rural Development, as well as supplemental grant funding through various local, State and federal grant funding programs, and a contribution from the Oneida Indian Nation, a direct and major beneficiary of the Project with commercial and residential customers in several of the TOWN's water districts; and

WHEREAS, as a result of increased costs, need for supplemental funding, and delays in construction of Contract No. 4 – New London Pumping Improvements and Contract No. 1- Beacon Light Road Storage Tank Rehabilitation, the TOWN has requested certain modifications to the AGREEMENT in order to mitigate financial impacts and hardship to its water district customers.

NOW, THEREFORE, IN CONSIDERATION OF THE CONDITIONS AND COVENANTS HEREINAFTER SET FORTH, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Service Area Map, included as Exhibit B in the AGREEMENT, shall be amended and replaced with the Service Area Map, last revised February 2025, attached hereto as **EXHIBIT G** to reflect an expansion of the Service Area Boundary to encompass additional areas of existing//potential residential and commercial development along portions of Patrick Road, Beacon Light Road, Snyder Road, Stacy Basin Road, Verona Mills Road, Whehling Road, Sholtz Road, and Rock Road not currently within a TOWN water district.
2. The expanded Service Area will add a total of sixty two (62) properties to the "Properties Serviced Within Service Area, Not in a District" list included in Exhibit C of the AGREEMENT. Per Article IV. (c), the new properties to be added to the Service Area are included in **EXHIBIT H**, attached hereto and made a part of the AGREEMENT.
3. Under Article V. Costs for Extension of City of Rome Water Service and Preliminary Plan of Finance, the final cost share for the CITY'S Rome-New London Road (NYS Route 46) Connection has been calculated based on final construction and engineering costs for this work. The TOWN's share for this work is \$2,218,300.00. Supporting calculations are included in **EXHIBIT I**, attached hereto and made a part of the AGREEMENT.

4. In consideration of the TOWN's Project cost increase and continued pursuit of supplemental NYSEFC loan, grants, and Oneida Indian Nation contribution, the Parties hereto agree that payment of the TOWN's one-time lump sum payment for the TOWN's share of the Rome-New London Road (NYS Route 46) Connection, as outlined under Article V. (e) of the AGREEMENT, shall be made within six (6) months of the TOWN closing on the additional NYSEFC DWSRF short-term market rate financing, for which the TOWN submitted a written time extension and modification request to the terms of its Project Finance Agreement to EFC on August 14, 2024, and finalized the submission Exhibits to EFC on March 10, 2025. The anticipated closing date for the additional short-term loan slated to cover the TOWN's cost share of the Rome-New London Road (NYS Route 46) Connection is May 2025; subject to final EFC approvals.
5. Due to Project funding and construction delays, the Parties agree that the original TOWN Project completion date of January 1, 2022 warrants modification of the AGREEMENT relative to Planning Periods and projected water use as outlined in Article VI. (a) and (b). The *Memorandum – Water Use Records and Projected Demands, Verona Water District No. 3*, dated June 5, 2019, has been revised to reflect the anticipated water system completion and activation dates. Refer to **EXHIBIT J** for revised Memorandum, dated February 11, 2025.
6. In clarification to, and amendment of Article VII. Water Rates and Fees, (b) Payment, the new Town Master Meter, although operational with standby generator power/temporary power service, is currently not in use, nor will it be placed into service until such time that the following two TOWN Project milestones are achieved: (1) the new transmission main and pipe bridge is constructed over the Barge Canal and requires flushing and hydrostatic testing; and, (2) the New London Pumping Station is constructed, and requires CITY water for start-up and testing and the 7-day operational test period for pumping CITY water to the TOWN's Beacon Light Road storage tank. The Town has received several quarterly water bills from the CITY (copy attached) as a minimum monthly meter charge. As such, the Parties hereto agree that the CITY will waive its minimum quarterly meter charge, currently in the amount of \$3,764.05 per quarter, until such time that the two Project milestones are achieved and water begins to flow through the master meter. The TOWN shall notify the CITY in writing within three (3) days of achieving both milestones, after which time the CITY shall begin billing the TOWN monthly for metered water consumption and meter charge.

IN WITNESS WHEREOF, the parties have caused this Agreement of Modification to be executed by its duly authorized officer and its seal to be hereunto affixed the day, month, and year written above.

THE CITY OF ROME, NEW YORK

BY: _____

JEFFREY LANIGAN, MAYOR

THE TOWN OF VERONA, NEW YORK

BY: _____

SCOTT M. MUSACCHIO, TOWN SUPERVISOR

STATE OF NEW YORK)

COUNTY OF ONEIDA) ss.:

On the ____ day of _____, in the year 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, and did depose and say that he is the _____ of Rome, New York, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

Notary Public

STATE OF NEW YORK)

COUNTY OF _____) ss.:

On the ____ day of _____, in the year 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, and did depose and say that he is the _____ of _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

Notary Public

PURSUANT TO SECTION 171 OF THE ROME CITY CHARTER,
I HEREBY CERTIFY THAT THE CITY OFFICER WHO
ENACTED THE SUBJECT CONTRACT ON BEHALF OF
THE CITY OF ROME HAD AUTHORITY AND POWER
TO SO ACT AND THAT SUCH CONTRACT IS IN
PROPER FORM AND PROPERLY EXECUTED.

THE CITY OF ROME, NEW YORK

BY: _____

GERARD F. FEENEY
CORPORATION COUNSEL

EXHIBIT G
TOWN OF VERONA SERVICE AREA MAP
REVISED FEBRUARY 20, 2025

EXHIBIT H
TOWN OF VERONA SERVICE AREA PROPERTIES
ADDITIONAL NOT IN DISTRICT PROPERTIES

EXHIBIT H

2/20/25

TOWN OF VERONA & CITY OF ROME IMA AMENDMENT 1								
PROPERTIES SERVICED WITHIN SERVICE AREA, NOT IN A DISTRICT								
TAX ID	OWNER	LOCATION	MAILING ADDRESS	CITY	STATE	ZIP CODE	PO BOX	PROPERTY CLASS
310.000-3-50.1	Patrick Road RE, LLC	0000 Patrick Rd	91 Stonehenge Rd	Pittsfield	MA	01201		105
310.000-3-51	John D May	5053 Patrick Rd	5053 Patrick Rd	Verona	NY	13478		210
310.000-2-28	United States of America	5086 Patrick Rd	1849 C St NW	Washington	DC	20240		693
310.000-2-26.1	United States of America	5066 Patrick Rd	1849 C St NW	Washington	DC	20240		693
310.000-2-25	Frank Butler	5050 Patrick Rd		Westernville	NY	13486	266	270
310.000-2-26.2	United States of America	5030 Patrick Rd	1849 C St NW	Washington	DC	20240		693
310.000-2-24	United States of America	5018 Beacon Light Rd	1849 C St NW	Washington	DC	20240		693
310.000-2-23	Clark Grimm	5053 Beacon Light Rd	5165 Lee Valley Tr. Park	Rome	NY	13440		210
310.000-2-27	United States of America	0000 Snyder Rd	1849 C St NW	Washington	DC	20240		693
310.000-2-22	Paul V Maiura	5097 Beacon Light Rd	5097 Beacon Light Rd	Verona	NY	13478		240
255.000-1-44	Michael Nystrom	6868 Stacy Basin Rd	6868 Stacy Basin Rd	Durhamville	NY	13054		210
255.000-1-43	Bernard Grosjean	6851 Stacy Basin Rd	6851 Stacy Basin Rd	Durhamville	NY	13054		210
255.000-1-42	Edward Mieczkowski	6845 Stacy Basin Rd	6845 Stacy Basin Rd	Durhamville	NY	13054		210
255.000-1-41	Allan S Lohr	6841 Stacy Basin Rd	6841 Stacy Basin Rd	Durhamville	NY	13054		210
256.000-2-2.1	Matthew Nasci	6777 Verona Mills Rd	6777 Verona Mills Rd	Verona	NY	13478		210
256.000-2-3	Barbara J Wardell	6795 Verona Mills Rd	6795 Verona Mills Rd	Verona	NY	13478		314
256.000-2-4	Barbara J Wardell	6795 Verona Mills Rd	6795 Verona Mills Rd	Verona	NY	13478		210
256.000-3-6	Ronald A Crill Jr	6784 Verona Mills Rd	6784 Verona Mills Rd	Verona	NY	13478		210
256.000-3-7	St. Peters Lutheran Cemetery	0000 Verona Mills Rd	0000 Verona Mills Rd	Verona	NY	13478		695
256.000-3-8	St. Peters Lutheran Cemetery	0000 Verona Mills Rd	0000 Verona Mills Rd	Verona	NY	13478		695
256.000-3-9	Margaret A Streator	6798 Verona Mills Rd	6798 Verona Mills Rd	Verona	NY	13478		210
256.000-3-10	November 16, 2017 Collins Irrev. Trust dated	6804 Verona Mills Rd	6804 Verona Mills Rd	Verona	NY	13478		210
256.000-3-11	Gary W Colmey	6808 Verona Mills Rd	6808 Verona Mills Rd	Verona	NY	13478		210
256.000-3-12	Timothy E Ross Jr	6814 Verona Mills Rd	6814 Verona Mills Rd	Verona	NY	13478		210
256.000-3-13.1	Diane E Stedman	6820 Verona Mills Rd	6820 Verona Mills Rd	Verona	NY	13478		210
256.000-3-13.2	Elizabeth George	6801 Wehling Rd	6801 Wehling Rd	Verona	NY	13478		210
256.000-3-13.3	Michael R Crandall	0000 Wehling Rd	499 Big Brook Rd	Indian Lake	NY	12842		311
256.000-3-13.4	Debra A Martin	6815 Wehling Rd	6815 Wehling Rd	Verona	NY	13478		220
256.000-3-14	James D Millson	6797 Wehling Rd	6797 Wehling Rd	Verona	NY	13478		210
256.000-2-35	Anton R Littlewood	6802 Wehling Rd	6802 Wehling Rd	Verona	NY	13478		210
256.000-3-15	Robert Z Pawlowski	0000 Wehling Rd	6715 Sholtz Rd	Verona	NY	13478		105
256.000-3-16	Robert Z Pawlowski	6739 Wehling Rd	6715 Sholtz Rd	Verona	NY	13478		270
256.000-3-18.2	Robert Z Pawlowski	0000 Sholtz Rd	6715 Sholtz Rd	Verona	NY	13478		112
256.000-3-18.3	Robert Z Pawlowski	6710 Sholtz Rd	6715 Sholtz Rd	Verona	NY	13478		312
256.000-3-18.4	George T Koury, II Rev Trust	0000 Sholtz Rd	4808 Ardmore Ln	Hoschton	GA	30548		120
256.000-3-45.1	Douglas A Selby	6675 Sholtz Rd	6675 Sholtz Rd	Verona	NY	13478		240
256.000-3-45.2								
256.000-3-45.3	Sally M Hardin	6688 Sholtz Rd	6688 Sholtz Rd	Verona	NY	13478		240
256.000-3-45.4	Tracy Lee White	6670 Sholtz Rd	6670 Sholtz Rd	Verona	NY	13478		210
256.000-3-46	Greenway-Verona Mills	6658 Sholtz Rd		Rome	NY	13442	535	557
256.000-3-47.1	Matthew J Klepadlo	6649 Sholtz Rd	6649 Sholtz Rd	Verona	NY	13478		210
256.000-3-47.2	Ronald W Poland	6639 Sholtz Rd	6639 Sholtz Rd	Verona	NY	13478		210
256.000-3-49	Ronald Aletti	6633 Sholtz Rd	6633 Sholtz Rd	Verona	NY	13478		210
271.000-3-5.4	Jayne Lohr	0000 Sholtz Rd	303 Seneca St	Sherrill	NY	13461		311
271.000-3-5.5	dtd Sept 11, 2019 Nestle Family Trust	6511 Sholtz Rd	6511 Sholtz Rd	Verona	NY	13478		210
271.000-3-5.8	James Miller	6577 Sholtz Rd	6577 Sholtz Rd	Verona	NY	13478		210
271.000-3-5.12	Lauren E Borst	6561 Sholtz Rd	6561 Sholtz Rd	Verona	NY	13478		210
256.000-3-56	Michael T Green	6674 Sholtz Rd	6674 Sholtz Rd	Verona	NY	13478		210
271.000-3-7.1	Everett J Vanderhoof Jr	6582 Sholtz Rd	6582 Sholtz Rd	Verona	NY	13478		105
271.000-3-7.2	Margaret Mangan	6538 Sholtz Rd	6538 Sholtz Rd	Verona	NY	13478		220
271.000-3-7.3	Andrew Watson	6526 Sholtz Rd	6526 Sholtz Rd	Verona	NY	13478		210
271.000-3-7.4	Cathy L Gripko	6500 Sholtz Rd	6500 Sholtz Rd	Verona	NY	13478		210
271.000-3-7.5	Cynthia Clifford - Clark	6560 Sholtz Rd	1507 Goldrich Ave	Utica	NY	13052		210
271.000-3-7.6	Patsi J Campany Tarantino	6568 Sholtz Rd	6568 Sholtz Rd	Verona	NY	13478		210
271.000-3-7.7	Everett Vanderhoof	6578 Sholtz Rd	6578 Sholtz Rd	Verona	NY	13478		210
271.000-3-7.8	Patrick E Smith	6600 Sholtz Rd	6600 Sholtz Rd	Verona	NY	13478		210
271.000-3-7.9	Jerry Kiner	6592 Sholtz Rd	6592 Sholtz Rd	Verona	NY	13478		210
271.000-3-7.10	Donald O'Neil	6582 Sholtz Rd	6582 Sholtz Rd	Verona	NY	13478		210
271.000-3-8	James & Margaret Ward Irrev Trust dated 7/21/21	6549 Rock Rd	6549 Rock Rd	Verona	NY	13478		210
271.000-3-11.2	Neil P Collins	6517 Rock Rd	6517 Rock Rd	Verona	NY	13478		210
271.000-3-11.3	Diane K Potts	6525 Rock Rd	6525 Rock Rd	Verona	NY	13478		210
271.000-3-11.5	Karen M Simons	6507 Rock Rd	6507 Rock Rd	Verona	NY	13478		210
271.000-3-11.6	Robert D Noble	6582 Rock Rd	6582 Rock Rd	Verona	NY	13478		311

The above parcels will be added to the Service Area by Agreement of Modification No. 1:

EXHIBIT I
CITY CAPITAL COST SHARE OF TRANSMISSION MAIN
INSIDE CITY BOUNDARY

IMA Cost Share			
	City of Rome	Town of Verona	Totals
Bid - City/Town Border to Siefert Road - 2,989 LF \$	-	\$646,973.60	\$646,973.60
Bid - Oswego Road to Erie Canal Village - 8,561 LF \$	917,118.78 \$	813,294.02	\$1,730,412.80
Bid - Erie Canal Village to Runnings/Existing Connection - 4,180 LF \$	-	\$890,942.90	\$890,942.90
Total Construction Bid Cost - No Adjustment \$	917,118.78	\$2,351,210.52	\$3,268,329.30
Soft Cost = 115+50 to 29+89 \$	238,450.88 \$	211,456.44	\$449,907.33
	\$1,155,569.67	\$2,562,666.96	\$3,718,236.63
Verona Project Cost before Adjustment \$	-	\$2,562,666.96	
City Minimum Cost Required \$	1,500,000.00 \$	-	
City Adder to Meet Required minimum Cost \$	344,430.33 \$	(344,430.33)	
Total Project Cost (Soft Costs Not Included)	\$1,261,549.12	\$2,006,780.18	\$3,268,329.30
Total Project Cost (Soft Costs Included)	\$1,500,000.00	\$2,218,300.00	\$3,718,300.00

EXHIBIT J

**MEMORANDUM - WATER USE RECORDS AND PROJECTED
DEMANDS, VERONA WATER DISTRICT NO. 3; JUNE 5, 2019**

REVISED FEBRUARY 20, 2025

Barton & Loguidice, D.P.C.

Memo To: Jack Dodson, P.E.
City of Rome

Date: June 5, 2019; *Revised*
February 20, 2025

From: Kenneth M. Knutsen, P.E.
Emily K. Procopio, I.E.

Project No.: 500.088.001
Phase No.: 03

Subject: Water Use Records and Projected Demands
Verona Water District Extension No. 3
Verona, New York

This Memorandum has been prepared in support of Article VI. *Water Usage Amount* and Article VII. *Water Rate and Fees* of the Agreement for the sale of potable water from the City of Rome to the Town of Verona for the above-referenced Project. The Project will be comprised of approximately 115,000 linear feet of new water transmission and distribution main and appurtenances, including a new water storage tank, booster pump station, and improvements to an existing Verona water storage tank to provide Rome drinking water to three (3) existing Verona Water Districts and the recently formed Verona Water District Extension No. 3, slated to be constructed and placed into service by ~~Fall of 2021~~ *Spring of 2026*.

The above-referenced Articles in the Intermunicipal Agreement (IMA) collectively serve to establish the threshold water usage for the Town water districts, method of measurement, method of payment, etc. The water demands within the Town water districts are expected to increase during the 20-year planning period as outlined in the Town's *Preliminary Engineering Report and Map, Plan and Report*, dated April 2018, and the accompanying *Map and Plan for Improvement of Facilities*, dated May 2018. Accordingly, it is envisioned that the City and Town will negotiate a water purchase rate that considers current demands and anticipated increase in demands over time.

Town Water District Current Water Demands

The Town of Verona currently owns and operates three (3) water districts, the Verona Water District, the Route 365 Water District, and the Durhamville Water District, each comprised of the following eight (8) water districts:

Verona Water District

- Sarenski Road/Tilden Hill Road Water District
- Sconondoa Road Water District
- Snyder Road Water District
- Verona Water District
- Verona Water District Extension No. 1





- Verona Water District Extension No. 2

Route 365 Water District

- Route 365 Water District

Durhamville Water District

- Durhamville Water District

The average daily residential and commercial water usage (demand) for the last three (3) years is summarized in Table 1A.

Table 1A: Existing Verona Water Districts Average Daily Water Usage, 2017-2019

Water District	2017		2018		2019 (as of 5/23/19)	
	Residential	Commercial	Residential	Commercial	Residential	Commercial
Verona	55,325	20,469 (4,814) ¹	55,325	22,470 (5,203) ¹	38,736	16,780 (3,962) ¹
Route 365	3,195	342,429 (320,597) ¹	2,829	335,901 (315,061) ¹	3,937	226,139 (213,246) ¹
Durhamville	23,456	1,006	23,558	1,038	17,510	894
Subtotals	81,976	363,904	81,712	359,409	60,183	243,813
Totals	445,880		441,121		303,996	

¹ Numbers in parenthesis represent the water usage by Oneida Indian Nation owned properties

The current total average daily demand for the Town of Verona's water districts is 0.444 MGD; the estimated maximum daily demand is 0.888 MGD (i.e., 2 times ADD). Of that water usage, approximately 73% of it is attributable to the Oneida Indian Nation (the "Nation") and its properties, including the Turning Stone Resort and Casino Complex within the Route 365 Water District. The Nation's total current average daily demand is 0.323 MGD; the Nation's estimated maximum daily demand is 0.646 MGD. Accordingly, current residential/commercial average and maximum daily demands are 0.121 MGD and 0.242 MGD, respectively.

Table 1B: Existing Verona Water Districts Average Daily Water Usage 2023-2024

Water District	2023-2024	
	Residential	Commercial
Verona (SW1)	46,738	19,885 (5,230) ¹
Route 365 (SW4)	2,700	341,946 (321,662) ¹
Durhamville (SW2)	23,194	795
Subtotals	72,632	362,626
Totals	435,258	



Table 1B serves to update the latest year of metered water consumption. The updated total average daily demand for the Town of Verona's water districts is 0.435 MGD; the estimated maximum daily demand is 0.870 MGD (i.e., 2 times ADD). Of that water usage, approximately 75% of it is attributable to the Oneida Indian Nation (the "Nation") and its properties, including the Turning Stone Resort and Casino Complex within the Route 365 Water District. The Nation's total current average daily demand is 0.326 MGD; the Nation's estimated maximum daily demand is 0.652 MGD. Accordingly, current residential/commercial average and maximum daily demands are 0.109 MGD and 0.218 MGD, respectively, indicating a slight decrease from the period 2017-2019.

Verona Water District Extension No. 3 Projected Water Demands

The Town of Verona recently formed the Verona Water District Extension No. 3 in 2019 which will add approximately 517 Equivalent Dwelling Units (EDUs) to the Town water districts currently supplied with City of Oneida water. An EDU is the unit of measure by which a user is charged for public water service based on property class codes, water usage records as necessary and when available, and Real Property usage code. One (1) EDU shall be considered the "typical property", or typical single-family residential dwelling that has an average daily water use of 200 gpd, or 73,000 gallons per year.

The estimated average daily demand of Verona Water District Extension No. 3 is summarized in Table 2.

Table 2: Projected Initial Water Demands, Verona Water District Extension No. 3

Water District	EDUs	Average Daily Demand (MGD) ¹	Max Daily Demand (MGD) ²
Water District Extension No. 3	517	0.103	0.207

1 Average Daily Demand (ADD) is calculated based on water use of 200 gpd/EDU

2 Max Daily Demand (MDD) is 2x ADD

Projected Water Demands during 20-Year Planning Period

The Town cannot expand public water service beyond its current water district boundaries with its current City of Oneida water supply due to limits imposed under the Oneida-Verona water use agreement. It is anticipated that this project, once completed, will foster residential and commercial growth within and outside the existing Town water districts during the 20-year planning period, particularly at the Nation's properties located within the Town water districts.

It is anticipated that the Town's water customer base, not including Nation properties, will see a 20% increase in water demand over 20 years. It is further anticipated that the Nation will experience an 80% increase in water demand over 20 years, with the bulk of the demand centered around the Turning Stone Resort and Casino Complex. This anticipated 20-year growth is outlined in Table 3, broken down into 5-year increments beginning in 2022, the anticipated substantial completion date for the new water system.



Table 3: Projected Increase in Demands During 20-Year Planning Period

Customer	Current Demands (MGD) ¹	Planning Period #1 (2022-2026)	Planning Period #2 (2027-2031)	Planning Period #3 (2032-2036)	Planning Period #4 (2037-2041)
Town Users	0.224	0.235 (5%)	0.247 (5%)	0.259 (5%)	0.272 (5%)
Nation	0.323	0.371 (15%)	0.427 (15%)	0.513 (20%)	0.666 (30%)
Total ADDs	0.547	0.606 (11%)	0.674 (11%)	0.772 (15%)	0.938 (22%)
Total MDDs	1.09	1.21	1.35	1.54	1.88

¹ Current Demands include initial customers/connections for 517 EDUs in WD Ext. No. 3

Quarterly Water Demands (Raw Data Tables)

Article VI. *Water Usage Amount* in the City's draft IMA "template" provided to the Town of Verona further considers the "Quarterly Usage Amount" as a means of establishing maximum monthly and quarterly volumes metered to the outside Town user. It is our understanding that the City would like to bill the Town on a monthly basis, based on Town Master Meter readings (refer to IMA Article VI.(b)). The Town currently bills its commercial customers monthly, and its residential customers quarterly. Metered flow data for the period August 1, 2016 through April 30, 2019 is summarized in the tables below.

2019 (as of 5/23/19)

Water District	Verona WD (SW1)		Rte 365 WD (SW4)		Durhamville (SW2)		
	Residential	Commercial	Residential	Commercial	Residential	Commercial	
8/31/2018		693,110		12,213,290		11,520	
9/30/2018	940,950	743,180	311,250	12,167,350	2,407,992	33,280	
10/31/2018	4,107,870	680,790		9,475,420		46,260	
11/30/2018		646,480		8,906,520		33,770	
12/31/2018	820,640	572,310	239,680	7,091,330	2,086,499	28,760	
1/31/2019	4,190,180	776,610		8,159,700		43,740	
2/28/2019		508,610		6,334,760		25,880	
3/31/2019	752,180	702,420	885,900	9,865,790	1,896,580	73,390	
4/30/2019	3,545,960	801,180		8,309,180		29,840	
5/31/2019		0		0		0	
6/30/2019		0		0		0	
7/31/2019		0		0		0	
							TOTALS
Yearly	14,357,780	6,124,690	1,436,830	82,523,340	6,391,071	326,440	111,160,151
Qtr 1 (Jan.-Mar.)	4,942,360	1,987,640	885,900	24,360,250	1,896,580	143,010	34,215,740
Qtr 2 (Apr.-Jun.)	3,545,960	801,180	0	8,309,180	0	29,840	12,686,160
Qtr 3 (Jul.-Sept.)	940,950	1,436,290	311,250	24,380,640	2,407,992	44,800	29,521,922
Qtr 4 (Oct.-Dec.)	4,928,510	1,899,580	239,680	25,473,270	2,086,499	108,790	34,736,329



Red Font denotes Maximum Monthly Demand for Commercial Users only

2018

Water District	Verona WD (SW1)		Rte 365 WD (SW4)		Durhamville (SW2)		
	Residential	Commercial	Residential	Commercial	Residential	Commercial	
8/31/2017	0	611,610		11,746,840		8,560	
9/30/2017	905,770	692,790	299,110	11,548,240	2,406,120	37,780	
10/31/2017	4,309,752	713,100		9,141,090		41,330	
11/30/2017	0	619,540		8,022,400		39,050	
12/31/2017	865,580	650,980	260,540	8,670,060	2,078,140	34,220	
1/31/2018	4,122,247	670,950		8,414,870		33,830	
2/28/2018	0	605,600		8,814,940		26,710	
3/31/2018	805,450	702,600	226,560	9,146,580	2,022,889	48,350	
4/30/2018	3,807,275	654,120		9,538,890		28,810	
5/31/2018	0	720,720		12,057,470		37,540	
6/30/2018	893,270	703,142	246,210	11,081,270	2,091,699	34,040	
7/31/2018	0	856,330		14,136,840		8,700	TOTALS
Yearly	15,709,344	8,201,482	1,032,420	122,319,490	8,598,848	378,920	156,240,504
Qtr 1 (Jan.-Mar.)	4,927,697	1,979,150	226,560	26,376,390	2,022,889	108,890	35,641,576
Qtr 2 (Apr.-Jun.)	4,700,545	2,077,982	246,210	32,677,630	2,091,699	100,390	41,894,456
Qtr 3 (Jul.-Sept.)	905,770	2,160,730	299,110	37,431,920	2,406,120	55,040	43,258,690
Qtr 4 (Oct.-Dec.)	5,175,332	1,983,620	260,540	25,833,550	2,078,140	114,600	35,445,782

Red Font denotes Maximum Monthly Demand for Commercial Users only

2017

Water District	Verona WD (SW1)		Rte 365 WD (SW4)		Durhamville (SW2)		
	Residential	Commercial	Residential	Commercial	Residential	Commercial	
8/31/2016	0	638,360		14,062,540		4,700	
9/30/2016	926,360	702,830	338,550	12,201,290	2,390,510	8,450	
10/31/2016	4,110,213	597,130		9,315,040		7,870	
11/30/2016	0	529,950		8,112,220		12,340	
12/31/2016	858,820	571,650	341,159	8,800,520	2,151,880	9,060	
1/31/2017	4,218,618	578,750		8,297,720		3,970	
2/28/2017	0	554,410		8,204,520		4,150	
3/31/2017	821,730	737,890	237,090	10,000,220	1,976,320	4,190	
4/30/2017	3,869,185	583,060		9,531,510		4,640	
5/31/2017	0	701,850		10,403,100		5,830	
6/30/2017	874,020	586,980	249,200	12,342,540	2,042,550	6,240	
7/31/2017	4,514,571	688,310		13,485,860		6,600	TOTALS
Yearly	20,193,517	7,471,170	1,165,999	124,757,080	8,561,260	78,040	162,227,066
Qtr 1 (Jan.-Mar.)	5,040,348	1,871,050	237,090	26,502,460	1,976,320	12,310	35,639,578
Qtr 2 (Apr.-Jun.)	4,743,205	1,871,890	249,200	32,277,150	2,042,550	16,710	41,200,705
Qtr 3 (Jul.-Sept.)	5,440,931	2,029,500	338,550	39,749,690	2,390,510	19,750	49,968,931
Qtr 4 (Oct.-Dec.)	4,969,033	1,698,730	341,159	26,227,780	2,151,880	29,270	35,417,852

Red Font denotes Maximum Monthly Demand for Commercial Users only



The Town's 2023-2024 quarterly water use data was evaluated to determine if/how much water demands have increased within the existing Town water districts since 2017, 2018 and partial 2019 (tables above, pre-COVID), and to determine if the projected quarterly demands for **Proposed IMA Quarterly Usage Amount, Period #1 2022-2026** summarized in the final table in the original memo are within these projections, or warrant changes to Period #1 demands.

2023-2024

Water District	Verona WD (SW1)		Durhamville (SW2)		Rte 365 WD (SW4)		
	Residential	Commercial	Residential	Commercial	Residential	Commercial	
8/31/2023	0	947,740	0	7,940	0	18,080,240	
9/30/2023	0	653,010	2,343,798	31,770	275,620	11,292,870	
10/31/2023	0	665,780	0	29,620	0	9,848,126	
11/30/2023	0	851,340	0	26,800	0	7,985,970	
12/31/2023	751,960	717,540	2,061,867	19,310	263,388	8,395,860	
1/31/2024	4,035,728	620,520	0	26,890	0	7,806,820	
2/28/2024	0	549,260	0	25,410	0	7,162,640	
3/31/2024	762,987	766,500	1,940,562	24,400	220,205	8,582,280	
4/30/2024	3,976,491	697,570	0	23,710	0	9,148,690	
5/31/2024	0	795,310	0	25,070	0	10,660,980	
6/30/2024	911,190	706,980	2,119,599	24,620	226,332	16,864,960	
7/31/2024	4,932,580	854,540	0	24,480	0	8,980,830	TOTALS
Yearly	15,370,936	8,826,090	8,465,826	290,020	985,545	124,810,266	158,748,683
Qtr 1 (Jan.-Mar.)	4,798,715	1,936,280	1,940,562	76,700	220,205	23,551,740	32,524,202
Qtr 2 (Apr.-Jun.)	4,887,681	2,199,860	2,119,599	73,400	226,332	36,674,630	46,181,502
Qtr 3 (Jul.-Sept.)	4,932,580	2,455,290	2,343,798	64,190	275,620	38,353,940	48,425,418
Qtr 4 (Oct.-Dec.)	751,960	2,234,660	2,061,867	75,730	263,388	26,229,956	31,617,561

Based on the above most recent quarterly water use data, the anticipated demands from the original IMA are be sufficient for the WD Ext. #3 expansion. The 2024 total annual flow of 158,748,683 gal. falls between the totaled max (162,950,745 gal.) and min (153,411,464 gal.) quarters for the 2017-2019 water use data displayed in the table below. Additionally, the 2024 water use data displays that the total annual demand is only 221,683 gal. (0.13%) higher than the totaled average quarterly data from the 2017-2019 water use data displayed in the table below.

When the quarterly data totals are compared to the 2017-2019 quarterly average data it can be seen that there have been increases in Q2 (11.2%) & Q3 (3.9%). In Q1 & Q4 both saw decreases of 7.5% and 10.2% respectively.



Based upon the water use data remaining consistent with mild variations over the past eight (8) years it has been determined that the 2022-2026 projected flows will be sufficient to be used for the 2026-2030 Period #1 timeframe.

The following table summarizes the existing (excludes new WD Ext. No. 3) total quarterly demands for the water use data period, along with minimum quarterly demands, maximum quarterly demands, and average quarterly demands.

Quarter	2017	2018	2019	Min. Quarter	Max. Quarter	Avg. Quarter	% Total
Qtr 1 (Jan.- Mar.)	35,639,578	35,641,576	34,215,740	34,215,740	35,641,576	35,165,600	22%
Qtr 2 (Apr.- Jun.)	41,200,705	41,894,456	12,686,160	41,200,705	41,894,456	41,547,600	26%
Qtr 3 (Jul.- Sept.)	49,968,931	43,258,690	29,521,922	43,258,690	49,968,931	46,613,800	29%
Qtr 4 (Oct.- Dec.)	35,417,852	35,445,782	34,736,329	34,736,329	35,445,782	35,200,000	22%
Yearly Totals	162,227,066	156,240,504	111,160,151	153,411,464	162,950,745	158,527,000	100%

Red Font represents partial data set – not included in min., max., and avg. quarters

Adding anticipated initial quarterly “adjusted” demands for WD Extension No. 3 to the above current demands results in the following quarterly projections:

Quarter	WD Ext. No. 3 (Avg.)	Min. Quarter	Max. Quarter	Avg. Quarter
Qtr 1 (Jan.- Mar.)	8,339,593 (22%)	42,555,333	43,981,169	43,268,251
Qtr 2 (Apr.- Jun.)	9,853,098 (26%)	51,053,803	51,747,554	51,400,678
Qtr 3 (Jul.- Sept.)	11,054,557 (29%)	54,313,247	61,023,488	57,668,368
Qtr 4 (Oct.- Dec.)	8,347,751 (22%)	43,084,080	43,793,533	43,438,807
Yearly Totals	37,595,000	191,006,464	200,545,745	195,776,105

Based on the above, the following Usage Amounts are recommended for Planning Period #1 (~~2022-2026~~) (2026 – 2030) under Article VI. Water Usage Amount in the IMA, accounting for an average demand increase of 11% over current demands:



Quarter	Current Max. Quarterly Usage Amount	Current Rounded Quarterly Usage Amounts	Proposed IMA Quarterly Usage Amount, Period #1 2022-2026 2026-2030 (1)
Qtr 1 (Jan.-Mar.)	43,981,169	44,000,000	48,840,000
Qtr 2 (Apr.-Jun.)	51,747,554	52,000,000	57,720,000
Qtr 3 (Jul.-Sept.)	61,023,488	61,100,000	67,821,000
Qtr 4 (Oct.-Dec.)	43,793,533	44,000,000	48,840,000
Maximum Annual Amount	200,545,745	201,100,000	223,221,000
Maximum Monthly Amount (2) (Equiv. Avg. Daily Amount)	20,341,162 (678,040)	20,366,700 (678,890)	22,607,000 (753,570)

(1) Calculated as: (Rounded Quart. Usage Amount) x 1.11% for Period #1

(2) Calculated as: Max. Qtr 3 (Jul.-Sept.) / 3 months; (20,341,162 / 30-days)

/tlh