

**Jeffrey M. Lanigan**  
Mayor

**John A. Nash**  
Common Council  
President

**Brian Adams**  
City Treasurer



**Gerard F. Feeney**  
Corporation Counsel

**Joseph Guiliano**  
Commissioner of Public  
Works

**Eric Seelig**  
City Clerk

## **BOARD OF ESTIMATE AND CONTRACT**

CITY HALL • ROME, NEW YORK 13440-5815

TO STREAM MEETINGS OF THE BOARD OF ESTIMATE AND CONTRACT LIVE,  
PLEASE VISIT [WWW.YOUTUBE.COM/@ROMENEWYORK\\_OFFICIAL/STREAMS](http://WWW.YOUTUBE.COM/@ROMENEWYORK_OFFICIAL/STREAMS).

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

**JUNE 25, 2026  
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. 135** AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH ROME YOUTH BASEBALL, INC., FOR AN AMOUNT NOT TO EXCEED \$1,500.00. **Lovett**

**RES. NO. 136** AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH MAJESTIC FIREWORKS, INC. (\$10,000.00). **Mayor Lanigan**

**RES. NO. 137** AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH GREENMAN-PEDERSEN INC. FOR AN AMOUNT NOT TO EXCEED \$35,000.00. **Andrews**

**RES. NO. 138** AUTHORIZING CHANGE ORDER NO. 1 TO CONTRACT WITH MJ DAKOTA, INC. PURSUANT TO BOARD OF ESTIMATE AND CONTRACT RESOLUTION NO. 22 ADOPTED JANUARY 23, 2025 (\$225,006.63). **Andrews**

**RES. NO. 139** AUTHORIZING THE APPROVAL OF AN EASEMENT WITH NATIONAL GRID FOR THE PROPERTY LOCATED AT 920 SWANCOTT MILLS ROAD, TOWN OF LEWIS, NY. **Guiliano**

**RES. NO. 140** AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH ONEIDA COUNTY STOP-DWI PROGRAM "SELECTIVE PATROLS" (\$12,437.50). **James**

**RES. NO. 141** AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH ONEIDA COUNTY STOP-DWI PROGRAM "HIGH VISIBILITY ENGAGEMENT CAMPAIGN" (\$2,435.80). **James**

**7. TABLED RESOLUTIONS**

**8. ADJOURNMENT**

**RESOLUTION NO. 135**

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO  
ENTER INTO AN AGREEMENT WITH ROME YOUTH BASEBALL, INC.,  
FOR AN AMOUNT NOT TO EXCEED \$1,500.00.**

By \_\_\_\_\_:

WHEREAS, Brandon Lovett, Director of the Department of Parks and Recreation for the City of Rome, New York has recommended that the City of Rome, New York, retain the services of Rome Youth Baseball, Inc., to conduct a youth baseball program for ages 4 to 13 at the Bobby Page Memorial Fields, located in the City of Rome New York, at an amount not to exceed \$1,500.00, from July 10, 2026 through September 30, 2026; 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 Rome Youth Baseball, Inc., to conduct a youth baseball program for ages 4 to 13 at the Bobby Page Memorial Fields, located in the City of Rome New York, at an amount not to exceed \$1,500.00, from July 10, 2026 through September 30, 2026.

Seconded by \_\_\_\_\_.

AYES & NAYS: Mayor Lanigan \_\_\_\_\_ Nash \_\_\_\_\_ Feeney \_\_\_\_\_  
Guiliano \_\_\_\_\_ Adams \_\_\_\_\_

ADOPTED \_\_\_\_\_ DEFEATED \_\_\_\_\_

**RESOLUTION NO. 136**

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO  
ENTER INTO AN AGREEMENT WITH MAJESTIC FIREWORKS, INC. (\$10,000.00).**

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 Fireworks on the Waterfront display on July 4, 2026; 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 Fireworks on the Waterfront display on July 4, 2026, for the amount of \$10,000.00.

Seconded by \_\_\_\_\_.

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

**RESOLUTION NO. 137**

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO  
ENTER INTO AN AGREEMENT WITH GREENMAN-PEDERSEN INC.  
FOR AN AMOUNT NOT TO EXCEED \$35,000.00.**

By \_\_\_\_\_:

WHEREAS, Matthew Andrews, Deputy Director of Community and Economic Development for the City of Rome, New York has recommended that the City of Rome, New York, retain the services of Greenman-Pedersen Inc., for professional services relating to the City of Rome’s Park Drive/Ellsworth Road Multiuse Trail Project, at an amount not to exceed \$35,000.00, pursuant to the attached proposal; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, that the Mayor of the City of Rome is hereby authorized to enter into an agreement with Greenman-Pedersen Inc., for professional services relating to the City of Rome’s Park Drive/Ellsworth Road Multiuse Trail Project, at an amount not to exceed \$35,000.00, pursuant to the attached proposal, which is made part of this Resolution.

Seconded by \_\_\_\_\_.

AYES & NAYS: Mayor Lanigan \_\_\_\_\_ Nash \_\_\_\_\_ Feeney \_\_\_\_\_  
Guiliano \_\_\_\_\_ Adams \_\_\_\_\_

ADOPTED \_\_\_\_\_ DEFEATED \_\_\_\_\_

June 2, 2026

Via Email

Mr. Matthew Andrews  
Deputy Director of Community and Economic Development  
City of Rome  
198 North Washington Street  
Rome NY 13440  
mandrews@romeny.gov

**Re: Park Drive/Ellsworth Road Multiuse Trail**

Dear Matt:

Greenman-Pedersen, Inc. (GPI) is pleased to submit this proposal to extend the multiuse trail currently being constructed as part of the Park Drive reconstruction project, scheduled for completion in 2026. The proposed extension would continue north from Mars Drive along Ellsworth Road for approximately 2,500 linear feet, terminating at NY Route 825.

Ellsworth Road was originally constructed as part of the Griffiss Air Force Base maintenance road network. Following the military closure of the base in 1995 and the subsequent construction of the NY 825 corridor as part of the base redevelopment, the western portion of Ellsworth Road was disconnected from the commercial development to the east and no longer serves role for future development. The segment of roadway extending north from Mars Drive to NY Route 825 provides no viable vehicular value and presents an opportunity for adaptive reuse.

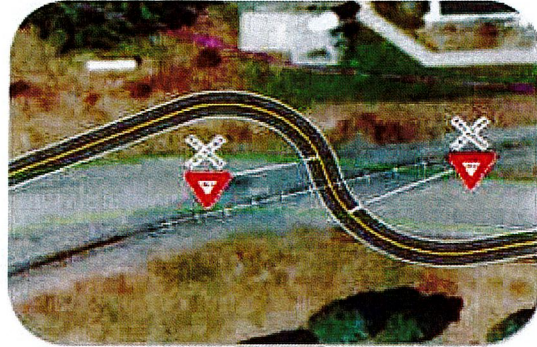
This northern section of Ellsworth Road was identified in the 2022 *Woodhaven Complete Streets Study* as a candidate corridor for future non-motorized use. Under the proposed improvements, the existing roadway surface would be restriped to accommodate shared pedestrian and bicycle use. A physical separation element would be evaluated to provide a buffer between trail users and the adjacent railroad corridor. Based on the existing pavement conditions and ADA requirements, a pavement overlay may be required to ensure a smooth, accessible walking and bicycling surface.



As part of the expansion of recreational access and user amenities, the project would evaluate the installation of solar-powered lighting, landscaping enhancements, benches, and waste receptacles. These improvements would provide continuity with the proposed trail connection at Mars Drive and extend northward to connect with the existing trail system along NY Route 825.

Traffic control at the Mars Drive intersection would be reconfigured through updated pavement striping, signage, and landscaping to clearly guide northbound traffic and reinforce the transition from roadway to trail facility. At the northern railroad crossing, the acute angle between the existing roadway alignment

and the rail tracks presents a potential bicycle safety concern. To mitigate the risk of bicycle tire conflicts with the tracks, the proposed trail alignment would introduce a pronounced curve on the western side of the rail crossing. This design would force trail users to cross the tracks at or near a perpendicular angle, improving safety. The revised alignment would be implemented using a combination of pavement markings and landscaping features.



### Scope of Work

GPI proposes to complete the project under the following task structure:

#### *Section 1- Data Collection and Analysis*

A ground survey will be completed for portions of this project adjacent to the NYSDOT ROW and the RR-track crossing near NY 825. The survey will provide terrain data (existing features and appurtenances) required for design by means of a topographic field survey and locate all prominent features.

All final graphical deliverables described in this section shall be provided both on paper media and digitally in 'CADD' format.

The anticipated limits of survey are from NYS 825 south west to 250 feet beyond the RR crossing. The survey bandwidth will be the width of the ROW.

GPI will collect survey data along the entire project corridor to consist, but not limited to:

- ✦ *Contours, Edge of Road, Utility poles, Drainage features, Control Benchmarks, Drainage channels, vegetation coverage areas, Establish ground control, other roadway appurtenances.*

#### **Design Mapping** – GPI will provide the following design mapping:

- ✦ *Provide 1"=40' scale mapping (half size) within the project limits;*
- ✦ *Locate all planimetric features with the survey limits;*
- ✦ *Spot elevations at critical areas will be shown;*
- ✦ *Any above ground utilities will be located if present; and*
- ✦ *Below ground utilities will be mapped if present based upon field demarcation and/or information provided by the utility owners.*

**\*\*ROW Maps are assumed NOT to be required\*\***

Any work outside of these limits will be progressed from available Near Mapping aerial images along with a site visit to confirm the specific geometry along Ellsworth. It is anticipated all design work can be developed from these aerial maps, similar to a pavement preservation project, with a day of field survey collection to supplement the ground survey.

## Section 2 – Design

Design will consist of the following detailed tasks:

- Development of Preliminary Plans • Prepare preliminary design plans that will meet the City's defined project objectives. The preliminary design will focus on various factors such as:
  - *ADA compliance for sidewalks and trails (both Pedestrian and Bicycle)*
  - *Shade Tree plantings and landscaping*
  - *Meeting all AASHTO for complete street principles within the Public ROW.*
  - *Crosswalk Treatments*
  - *RR separation and crossing*
  - *Project Signage*
- City Comments • Preliminary designs will be discussed with the City to gather comments and input as well as to determine if any minor revisions are necessary prior to final design.
- Cost Estimates • GPI will develop and provide a cost estimate based on these preliminary plans using the NYSDOT weighted average bid prices along with similar projects that have recently been bid in the City of Rome.

Based on the preliminary design effort, GPI will prepare final plans, specifications, and construction documents (PS&E). Electronic copies of the plans will be distributed to the City for review and comment, and they will consist of the following:

- Specifications & Contract Documents • City of Rome procurement documents will be prepared for this project referencing NYSDOT Standard Specifications. Bid-ready contract documents will be prepared and include:
  - *Instructions to bidders*
  - *Bid documents*
  - *Contract language, including applicable prevailing wage rates*
  - *Special notes and Specifications*
  - *Final Plans*
- Cost Estimate • Update the preliminary estimates and provide the final engineers estimate, including all quantity computations.
- Final Design • Based upon comments received on the previously stated submittals, prepare, and submit final design plans, specifications, contract documents, and final cost estimate for approval.
- Permits • It is assumed no permit will be required for this project. Coordination with the RR will be performed by the City and it is assumed that no rail crossing administrative hearing will be required.

## Schedule

GPI can begin work within two weeks of receipt of Notice to Proceed. Design and contract documents will be completed and ready for bidding within four weeks following authorization.

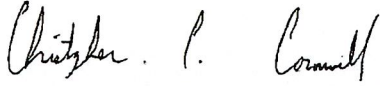
Construction is anticipated to occur based upon funding levels at the City and may be added as a change order to the current work being progressed along Park Drive.

## *Fee Schedule*

GPI proposes to perform the above-described scope of work for a **lump sum fee of \$35,000.**

GPI appreciates the opportunity to submit this proposal. If you have any questions during your review, please do not hesitate to contact me.

Sincerely,  
**GPI/GREENMAN-PEDERSEN, INC.**



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

<u>Notice to Proceed / Client Authorization</u>	
Signature	Date
Print Name	
Title	



**RESOLUTION NO. 138**

**AUTHORIZING CHANGE ORDER NO. 1 TO CONTRACT WITH  
MJ DAKOTA, INC. PURSUANT TO BOARD OF ESTIMATE AND CONTRACT  
RESOLUTION NO. 22 ADOPTED JANUARY 23, 2025 (\$225,006.63).**

By \_\_\_\_\_:

WHEREAS, the Board of Estimate and Contract of the City of Rome, New York, pursuant to Resolution No. 22 adopted January 23, 2025, authorized the awarding of a contract to MJ Dakota, Inc., for professional services relating to the Erie Boulevard Wheels to Heels Streetscape Project, at a total contract price of \$2,794,689.00; and

WHEREAS, it has been recommended by Matthew Andrews, Deputy Director of the Department of Community and Economic Development for the City of Rome, that MJ Dakota, Inc., be awarded Change Order No. 1 for this project for a total amount not to exceed \$225,006.63, pursuant to the attached documentation which is made part of this Resolution; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that the contract awarded to MJ Dakota, Inc., pursuant to Resolution No. 22 adopted January 23, 2025, be and is hereby amended, whereby Change Order No. 1 is hereby awarded, so as to modify the contract to allow for an increase of \$225,006.63; and

BE IT FURTHER RESOLVED, that the total amount of Change Order No. 1 as described hereinabove shall be an amount not to exceed \$225,006.63, increasing the total contract price to \$3,019,695.63; and

BE IT FURTHER RESOVLED, Resolution No. 22, shall otherwise remain as originally adopted on January 23, 2025.

Seconded by \_\_\_\_\_.

AYES & NAYS: Mayor Lanigan \_\_\_\_\_ Nash \_\_\_\_\_ Feeney \_\_\_\_\_  
Guiliano \_\_\_\_\_ Adams \_\_\_\_\_

ADOPTED \_\_\_\_\_ DEFEATED \_\_\_\_\_



# Greenman-Pedersen, Inc. - Albany

## Change Order Details

Downtown Rome Wheels to Heels Streetscapes; PIN 2650.57

**Description** Downtown Rome Wheels to Heels Streetscapes; PIN 2650.57; D040238; RFB-2024-028R.

Removal of the existing access road and installing pedestrian and bicycle facilities including sidewalks, a cycle track, a shared use path, and other amenities. The median island will be renovated and resized to include a new median wall, tree plantings, and mid-block crossing. Additional project elements include upgrading pedestrian crossings with new push buttons and pedestrian signals, new ADA curb ramps, pedestrian refuge islands, RFRB mid-block crossing, driveway delineations, improved signage and landscaping. This is a Federal Aid Project and NYS DOT Standard Specifications, officially finalized and adopted on September 1, 2024.

**Prime Contractor** MJ Dakota, Inc  
114 N. Main Street  
Oneida, NY 13421

**Change Order** 4

**Status** Pending

**Date Created** 11/13/2025

**Type** Changed Conditions  
**Summary** Copper City Lofts

**Change Order Description** This change order covers the additional work required to adjust project to meet site conditions that changed due to construction of Copper City Lofts, which occurred between project design and beginning of project construction.

**Awarded Project Amount** \$2,758,779.00

**Authorized Project Amount** \$2,842,807.11

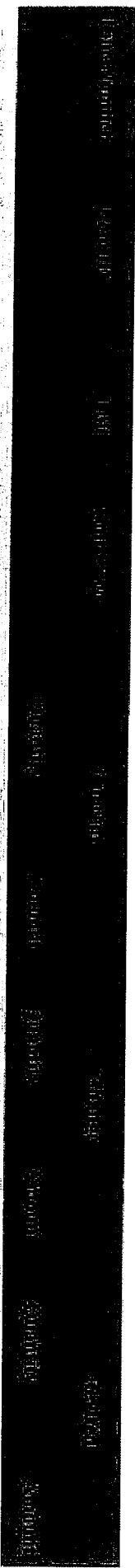
**Change Order Amount** \$163,921.00

Change Order Details:

Downtown Rome Wheels to Heels Streetscapes; PIN 2650.57

Revised Project Amount \$3,006,728.11

**Increases/Decreases**



**Section: 1 - Description**

0010	203.02	CY	\$53,000	2,316,000	\$122,748.00	202,000	\$10,706.00	2,518,000	\$133,454.00
UNCLASSIFIED EXCAVATION AND DISPOSAL									

Reason: Work required to meet changed site conditions due to Copper City Lofts construction.

0020	203.03	CY	\$119,000	63,000	\$7,497.00	5,000	\$595.00	68,000	\$8,092.00
EMBANKMENT IN PLACE									

Reason: Work required to meet changed site conditions due to Copper City Lofts construction.

0040	203.07	CY	\$140,000	196,000	\$27,440.00	13,000	\$1,820.00	209,000	\$29,260.00
SELECT GRANULAR FILL									

Reason: Work required to meet changed site conditions due to Copper City Lofts construction.

0050	206.0201	CY	\$150,000	364,000	\$54,600.00	21,000	\$3,150.00	385,000	\$57,750.00
TRENCH & CULVERT EXCAVATION									

Reason: Work required to meet changed site conditions due to Copper City Lofts construction.

Change Order Details:

Downtown Rome Wheels to Heels Streetscapes; PIN 2650.57

Line Number	Item ID	Unit	Unit Price	Current Quantity	Current Amount	Change Quantity	Change Amount	Revised Quantity	Revised Amount	
0070	304.12	CY	\$170.000	1,074.000	\$182,580.00	100.000	\$17,000.00	1,174.000	\$199,580.00	
SUBBASE COURSE, TYPE 2										
<b>Reason:</b> Work required to meet changed site conditions due to Copper City Lofts construction.										
0100	407.0103	GAL	\$9.000	81.000	\$729.00	4.000	\$36.00	85.000	\$765.00	
STRAIGHT TACK COAT										
<b>Reason:</b> Work required to meet changed site conditions due to Copper City Lofts construction.										
0110	418.7603	LF	\$3.000	877.000	\$2,631.00	100.000	\$300.00	977.000	\$2,931.00	
Asphalt Pavement Joint Adhesive										
<b>Reason:</b> Work required to meet changed site conditions due to Copper City Lofts construction.										
0190	603.9815	LF	\$70.000	300.000	\$21,000.00	24.000	\$1,680.00	324.000	\$22,680.00	
SMOOTH INTERIOR CORRUGATED POLYETHYLENE CULVERT AND STORM PIPE 15 INCH DIAMETER										
<b>Reason:</b> Work required to meet changed site conditions due to Copper City Lofts construction.										
0220	604.070203	EA	\$5,000.000	1.000	\$5,000.00	1.000	\$5,000.00	2.000	\$10,000.00	
ALTERING DRAINAGE STRUCTURES, LEACHING BASINS AND MANHOLES										
<b>Reason:</b> Work required to meet changed site conditions due to Copper City Lofts construction.										
0410	604.301772	LF	\$600.000	50.000	\$30,000.00	5.000	\$3,000.00	55.000	\$33,000.00	
RECTANGULAR DRAINAGE STRUCTURE TYPE Q FOR CAST IRON F2 FRAME										

Change Order Details:

Downtown Rome Wheels to Heels Streetscapes; PIN 2650.57

Line Number	Item ID	Unit	Unit Price	Current Quantity	Current Amount	Change Quantity	Change Amount	Revised Quantity	Revised Amount
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**Reason:** Work required to meet changed site conditions due to Copper City Lofts construction.

0430	608.01020005	CY	\$1,350.000	191.000	\$257,850.00	13.000	\$17,550.00	204.000	\$275,400.00
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**Reason:** Work required to meet changed site conditions due to Copper City Lofts construction.

0440	608.020102	TON	\$340.000	260.000	\$68,000.00	66.000	\$22,440.00	266.000	\$90,440.00
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**Reason:** Work required to meet changed site conditions due to Copper City Lofts construction.

0460	609.0212	LF	\$70.000	3,143.000	\$220,010.00	208.000	\$14,560.00	3,351.000	\$234,570.00
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**Reason:** Work required to meet changed site conditions due to Copper City Lofts construction.

0490	610.1404	CY	\$184.000	396.000	\$72,864.00	44.000	\$8,096.00	440.000	\$80,960.00
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**Reason:** Work required to meet changed site conditions due to Copper City Lofts construction.

0500	610.1605	SY	\$4.000	172.000	\$688.00	25.000	\$100.00	197.000	\$788.00
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**Reason:** Work required to meet changed site conditions due to Copper City Lofts construction.

Change Order Details:

Downtown Rome Wheels to Heels Streetscapes, PIN 2650.57

Line Number	Item ID	Unit	Unit Price	Current	Change	Revised			
				Quantity	Amount	Quantity	Amount	Quantity	Amount

0510	610.19	MGAL	\$500.000	40.000	\$20,000.00	5.000	\$2,500.00	45.000	\$22,500.00
WATERING VEGETATION									

Reason: Work required to meet changed site conditions due to Copper City Lofts construction.

0540	611.17	EA	\$28.000	48.000	\$1,344.00	12.000	\$336.00	60.000	\$1,680.00
PORTABLE DRIP IRRIGATION SYSTEM									

Reason: Work required to meet changed site conditions due to Copper City Lofts construction.

0630	627.50140008	LF	\$23.000	475.000	\$10,925.00	100.000	\$2,300.00	575.000	\$13,225.00
CUTTING PAVEMENT									

Reason: Work required to meet changed site conditions due to Copper City Lofts construction.

0800	655.07020010	EA	\$1,800.000	8.000	\$14,400.00	1.000	\$1,800.00	9.000	\$16,200.00
CAST FRAME F2, WITHOUT CURB BOX AND WITH RETICULINEGRATE G2									

Reason: Work required to meet changed site conditions due to Copper City Lofts construction.

19 items				Totals	\$1,120,306.00		\$112,969.00		\$1,233,275.00
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**New Items**

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					

Change Order Details:

Downtown Rome Wheels to Heels Streetscapes; PIN 2650.57

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
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1450	603.16500002	LF	120,000	\$424.600	\$50,952.00
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INTERNALLY SLOPING SLOTTED DRAIN

Reason: Work required to meet changed site conditions due to Copper City Lofts construction.

1 item Total: \$50,952.00

Contractor \_\_\_\_\_

Engineer \_\_\_\_\_

Project Owner \_\_\_\_\_

NYS DOT \_\_\_\_\_

Change Order Details:

Downtown Rome Wheels to Heels Streetscapes; PIN 2650.57



# Greenman-Pedersen, Inc. - Albany

## Change Order Details

Downtown Rome Wheels to Heels Streetscapes; PIN 2650.57

<b>Description</b>	Downtown Rome Wheels to Heels Streetscapes; PIN 2650.57; D040238; RFB-2024-028R. Removal of the existing access road and installing pedestrian and bicycle facilities including sidewalks, a cycle track, a shared use path, and other amenities. The median island will be removed and resized to include a new median wall, tree plantings, and mid-block crossing. Additional project elements include upgrading pedestrian crossings with new push buttons and pedestrian signals, new ADA curb ramps, pedestrian refuge islands, RRFB mid-block crossing, driveway delineations, improved signage and landscaping. This is a Federal Aid Project and NYS DOT Standard Specifications, officially finalized and adopted on September 1, 2024.
<b>Prime Contractor</b>	MS Dakota, Inc 114 N. Main Street Oneida, NY 13421
<b>Change Order</b>	5
<b>Status</b>	Approved
<b>Date Created</b>	01/19/2026
<b>Type</b>	Owner Requested Changes
<b>Summary</b>	Revisions to street lighting at owner's request
<b>Change Order Description</b>	Revised design for lighting to meet existing site conditions and owner preferences.
<b>Awarded Project Amount</b>	\$2,758,779.00
<b>Authorized Project Amount</b>	\$2,794,689.00
<b>Change Order Amount</b>	\$48,118.11
<b>Revised Project Amount</b>	\$2,842,807.11

Change Order Details:

Downtown Rome Wheels to Heels Streetscapes; PIN 2650.57

**Increases/Decreases**

Line Number	Item ID	Unit	Unit Price	Current Quantity	Current Amount	Change Quantity	Change Amount	Revised Quantity	Revised Amount
<b>Section: 1 - Description</b>									
0880	670.03020011	EA	\$1,100.000	9,000	\$9,900.00	-2,000	-\$2,200.00	7,000	\$7,700.00
RELOCATE LAMPOST ASSEMBLY									
<b>Reason: item reduced due to addition of new light pole assemblies</b>									
0990	670.82	EACH	\$390.000	10,000	\$3,900.00	2,000	\$780.00	12,000	\$4,680.00
REMOVE LAMPOST FOUNDATION									
<b>Reason: R-11 and R-12 added to quantity</b>									
2 items									
				<b>Totals</b>	\$13,800.00		-\$1,420.00		\$12,380.00

**New Items**

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
<b>Section: 1 - Description</b>					
1400	670.80	EA	2,000	\$1,414.180	\$2,828.36
REMOVE AND STORE LAMPOST ASSEMBLY					
<b>Reason: R-2 and R-6 added to contract</b>					

Change Order Details:

Downtown Rome Wheels to Heels Streetscapes; PIN 2650.57

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
1410	670.01101202	EA	4.000	\$1,070.680	\$4,282.72
LED HIGHWAY LUMINAIRE - 10-135 WATTS, TYPE III DISTRIBUTION, GRAY					
Reason: Added R-1, R-6, R-10 and R-12					
1420	670.1130	EA	4.000	\$4,355.510	\$17,422.04
ALUMINUM LIGHT STANDARDS FOR SINGLE MEMBER OR TRUSS ARM(S),3 0 FEET HIGH					
Reason: Added R-1, R-6, R-10 and R-12					
1430	670.1312	EA	4.000	\$1,538.910	\$6,155.64
ALUMINUM TRUSSED ARM, 12 FEET LONG					
Reason: Added R-1, R-6, R-10 and R-12					
1440	670.42200002	EA	1.000	\$18,849.350	\$18,849.35
LIGHTING METER CABINET (3 PHASE) WITH ALL COMPONENTS					
Reason: 3 Phase Meter Required by National Grid.					
5 Items					
Total:					\$49,538.11

Change Order Details:

Downtown Rome Wheels to Heels Streetscapes, PIN 2650.57

Contractor

\_\_\_\_\_

Engineer

\_\_\_\_\_

Project Owner

\_\_\_\_\_

NYS DOT

\_\_\_\_\_

Change Order Details:

Downtown Rome Wheels to Heels Streetscapes; PIN 2650.57



# Greenman-Pedersen, Inc. - Albany

## Change Order Details

Downtown Rome Wheels to Heels Streetscapes; PIN 2650.57

### Description

Downtown Rome Wheels to Heels Streetscapes; PIN 2650.57; D040238; RFB-2024-028R.  
Removal of the existing access road and installing pedestrian and bicycle facilities including sidewalks, a cycle track, a shared use path, and other amenities. The median island will be renovated and resized to include a new median wall, tree plantings, and mid-block crossing. Additional project elements include upgrading pedestrian crossings with new push buttons and pedestrian signals, new ADA curb ramps, pedestrian refuge islands, RFRB mid-block crossing, driveway delineations, improved signage and landscaping.  
This is a Federal Aid Project and NYSDOT Standard Specifications, officially finalized and adopted on September 1, 2024.

### Prime Contractor

MJ Dakota, Inc  
114 N. Main Street  
Oneida, NY 13421

### Change Order

6

### Status

Pending

### Date Created

05/15/2026

### Type

Changed Conditions

### Summary

Copper City Lofts - Landscape items

### Change Order Description

This change order covers the landscape items added to the area near Copper City Lofts.

### Awarded Project Amount

\$2,758,779.00

### Authorized Project Amount

\$2,842,807.11

### Change Order Amount

\$12,967.52

### Revised Project Amount

\$2,855,774.63

Change Order Details:

Downtown Rome Wheels to Heels Streetscapes; PIN 2650.57

**New Items**

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
<b>Section: 1 - Description</b>					
1460	610.1101	CY	8.000	\$239.130	\$1,913.04
MULCH FOR PLANTING TYPE A, B & D - WOOD CHIPS AND SHREDED BARK					
<b>Reason:</b> Additional plantings around Copper City Lofts					
1470	611.0322	EA	8.000	\$452.750	\$3,622.00
PLANTING - CONIFEROUS TREES - 2 1/2 FOOT HEIGHT CONTAINER OR BOX GROWN					
<b>Reason:</b> Additional plantings around Copper City Lofts					
1480	611.0522	EACH	18.000	\$150.130	\$2,702.34
PLANTING - EVERGREEN SHRUBS - 15 INCH HEIGHT/SPREAD CONTAINER OR BOX GROWN					
<b>Reason:</b> Additional plantings around Copper City Lofts					
1490	611.19030024	EA	8.000	\$295.640	\$2,365.12
POST PLANTING CARE WITH REPLACEMENT - CONIFEROUS TREES					
<b>Reason:</b> Additional plantings around Copper City Lofts					
1500	611.19050024	EA	18.000	\$131.390	\$2,365.02
POST PLANTING CARE WITH REPLACEMENT - EVERGREEN SHRUBS					
<b>Reason:</b> Additional plantings around Copper City Lofts					

Change Order Details:

Downtown Rome Wheels to Heels Streetscapes; PIN 2650.57

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
5 items					
Total: \$12,967.52					

Contractor \_\_\_\_\_

Engineer \_\_\_\_\_

Project Owner \_\_\_\_\_

NYS DOT \_\_\_\_\_

Change Order Details:

Downtown Rome Wheels to Heels Streetscapes; PIN 2650.57

**RESOLUTION NO. 139**

**AUTHORIZING THE APPROVAL OF AN EASEMENT WITH NATIONAL GRID FOR THE PROPERTY LOCATED AT 920 SWANCOTT MILLS ROAD, TOWN OF LEWIS, NY.**

By \_\_\_\_\_:

WHEREAS, Joseph Guiliano, Commissioner of Public Works for the City of Rome, New York, has requested authorization to approve an easement with National Grid for the property located at 920 Swancott Mills Road, Town of Lewis, NY (parcel tax map no. 416.000-1-27.1), for pole installation; now, therefore

BE IT RESOLVED, that the Mayor of the City of Rome be and is hereby authorized to enter into an Agreement approved by the Corporation Counsel, for purposes of approving an easement with National Grid for the property located at 920 Swancott Mills Road, Town of Lewis, NY (parcel tax map no. 416.000-1-27.1), for pole installation.

Seconded by \_\_\_\_\_.

AYES & NAYS: Mayor Lanigan \_\_\_\_\_ Nash \_\_\_\_\_ Feeney \_\_\_\_\_  
Guiliano \_\_\_\_\_ Adams \_\_\_\_\_

ADOPTED \_\_\_\_\_ DEFEATED \_\_\_\_\_

## GRANT OF EASEMENT

**CITY OF ROME, NEW YORK**, a municipal corporation organized and existing under the laws of the State of New York and situate in Oneida County, New York, having an address at **198 North Washington Street, Rome, New York 13440** (hereinafter referred to as "Grantor"), is the owner of that certain parcel of real property commonly known as **920 Swancott Mill Road**, located in the Town of **Lewis**, County of **Lewis**, and State of **New York**, identified on the tax maps of the County of **Lewis** as Section **416.00/Block 01/Lot 27.100** (SBL #**416.00-01-27.100**) and pursuant to that certain deed recorded with the County Clerk of the County of **Lewis** on **03/06/1963** in Liber **274** at Page **180** (the "Grantor's Land"), and Grantor, for consideration in the amount of One Dollar (\$1.00) and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, hereby grants to **NIAGARA MOHAWK POWER CORPORATION**, a New York corporation, having an address at 300 Erie Boulevard West, Syracuse, New York 13202 and **VERIZON NEW YORK, INC.**, having an address at 140 West Street, New York, New York 10007 (hereinafter collectively referred to as "Grantees"), for Grantees and their lessees, licensees, successors, and assigns a perpetual and nonexclusive easement and right of way through, over, across, under and upon the Grantor's Land (the "Easement") under the following terms and conditions.

**Section 1 – Description of the Easement.** The Easement provides the Grantees with the right, privilege, and authority to:

a. construct, reconstruct, relocate, extend, repair, maintain, operate, inspect, patrol, and, at their pleasure, remove any poles or lines of poles, supporting structures, cables, crossarms, overhead and underground wires, guys, guy stubs, insulators, transformers, braces, fittings, foundations, anchors, lateral service lines, communications facilities, and other fixtures and appurtenances (collectively, the "Facilities"), which the Grantees shall require now and from time to time, for the transmission and distribution of high and low voltage electric current and for the purpose of transmitting intelligence and communication data, by any means, whether now existing or hereafter devised, for public or private use, in, through, upon, over, under, and across that certain portion of the Grantor's Land described in Section 2 below (the "Easement Area"), and any highways abutting or running through the Grantor's Land, and to renew, replace, remove, add to, and otherwise change the Facilities and each and every part thereof and the location thereof within the Easement Area, and utilize the Facilities within the Easement Area for the purpose of providing service to the Grantor and others; and

b. from time to time, without further payment therefor, to clear the Easement Area of obstructions or structures, and clear and keep cleared the Easement Area by physical and/or mechanical means, of any and all brush, trees, limbs, branches, roots, vegetation, or other obstructions; and

c. from time to time, without further payment therefor, to clear and keep cleared by physical and/or mechanical means, the Grantor's Land beyond the bounds of the Easement Area, of any and all trees, limbs, branches, roots or vegetation that, in the sole judgment of the Grantees, due to species or structural defects or their tall growing nature, are likely to fall into or encroach upon the Easement Area or interfere in any way with the safe and reliable operation of Grantees' existing or proposed Facilities; and

d. excavate or change the grade of the Grantor's Land as is reasonable, necessary, and proper for any and all purposes described in this Easement; provided, however, that the Grantees will, upon completion of the work, backfill and restore any excavated areas to reasonably the same condition as existed prior to such excavation; and

e. pass and repass on foot and with vehicles and equipment, along, over, across and upon the Easement Area and the Grantor's Land in order to access the Easement Area and construct, reconstruct, relocate, use, and maintain roads, paths, causeways, and ways of access to and from the Easement Area as is reasonable and necessary in order to exercise to the fullest extent the Easement.

**Section 2 – Location of the Easement Area.** The "Easement Area" shall consist of a portion of the Grantor's Land twenty (20) feet in width throughout its extent, the centerline of the Easement Area being the centerline of the Facilities. The general location of the Easement Area is shown on the sketch entitled, "**Easement Sketch - Exhibit A, WR #18-26-31330255**", which sketch is attached hereto as **Exhibit A** and recorded herewith. The final and definitive location(s) of the Easement Area shall become established by and upon the final installation and erection of the Facilities by the Grantees in substantial compliance with **Exhibit A** hereto.

**Section 3 – Facilities Ownership.** It is agreed that the Facilities shall remain the property of the Grantees, their successors and assigns.

**Section 4 – General Provisions.** The Grantor, for itself, its heirs, legal representatives, successors, and assigns, hereby covenants and agrees with the Grantees that no act will be permitted within the Easement Area which is inconsistent with the Easement hereby granted; no buildings or structures, or replacements thereof or additions thereto, swimming pools, or obstructions will be erected or constructed above or below grade within the Easement Area; no trees shall be grown, cultivated, or harvested, and no excavating, mining, or blasting shall be undertaken within the Easement Area without the prior written consent of the Grantees; the Easement shall not be modified nor the Easement Area relocated by the Grantor without the Grantees' prior written consent; the present grade or ground level of the Easement Area will not be changed by excavation or filling; the Grantees shall quietly enjoy the Grantor's Land; and the Grantor will forever warrant title to the Grantor's Land,

The Grantees, their successors and assigns, are hereby expressly given and granted the right to assign this Easement, or any part thereof, or interest therein, and the same shall be divisible between or among two or more owners, as to any right or rights created hereunder, so that each assignee or owner shall have the full right, privilege, and authority herein granted, to be owned and enjoyed either in common or severally. This Grant of Easement shall at all times be deemed to be and shall be a continuing covenant running with the Grantor's Land and shall inure to and be binding upon the successors, heirs, legal representatives, and assigns of the parties named in this Grant of Easement.

IN WITNESS WHEREOF, the Grantor has duly executed this Grant of Easement under seal this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**CITY OF ROME, NEW YORK**

By: \_\_\_\_\_  
(signature)

Name: \_\_\_\_\_  
(printed)

Its: \_\_\_\_\_  
(title)

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )      ss:

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2026, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument

\_\_\_\_\_  
Notary Public

**RETURN TO:**

National Grid  
Attention: Margaret Bevard  
Right of Way, A-3  
300 Erie Boulevard West  
Syracuse, NY 13202






LANDS OF N/F  
CITY OF ROME WATER DEPT.  
416.00-01-27.100

SWANCOTT MILL RD.

PROPOSED COURSE OF LINE



 Pole (Sole NG) - install  
 Pole (Sole NG) - replace

<b>EASEMENT #:</b>	<b>EASEMENT SKETCH - EXHIBIT A</b>	<b>NOT TO SCALE</b>
DESIGNER: Provost, Riley DATE: 06/09/2026 WORK ORDER #: 18-26-31330255	Lands of City of Rome Water Dept. 920 Swancott Mill Road Town of Lewis / County of Lewis Tax ID: 416.00-01-27.100	 SHEET 1 of 2





CREEK RD

SWANCOTT MILL RD.

LANDS OF N/F  
CITY OF ROME WATER DEPT.  
416.00-01-27.100

LANDS OF N/F  
DEWL OUTFITTERS, LLC  
421.00-01-04.000

PROPOSED COURSE OF LINE

 Anchor - install  
 Pole (Sole NG) - install

EASEMENT #:

EASEMENT SKETCH - EXHIBIT A

NOT TO SCALE

DESIGNER: Provost, Riley  
DATE: 06/09/2026  
WORK ORDER #: 18-26-31330255

Lands of City of Rome Water Dept.  
920 Swancott Mill Road  
Town of Lewis / County of Lewis  
Tax ID: 416.00-01-27.100



SHEET 2 of 2

## GRANT OF EASEMENT

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b. from time to time, without further payment therefor, to clear the Easement Area of obstructions or structures, and clear and keep cleared the Easement Area by physical and/or mechanical means, of any and all brush, trees, limbs, branches, roots, vegetation, or other obstructions; and

c. from time to time, without further payment therefor, to clear and keep cleared by physical and/or mechanical means, the Grantor's Land beyond the bounds of the Easement Area, of any and all trees, limbs, branches, roots or vegetation that, in the sole judgment of the Grantees, due to species or structural defects or their tall growing nature, are likely to fall into or encroach upon the Easement Area or interfere in any way with the safe and reliable operation of Grantees' existing or proposed Facilities; and

d. excavate or change the grade of the Grantor's Land as is reasonable, necessary, and proper for any and all purposes described in this Easement; provided, however, that the Grantees will, upon completion of the work, backfill and restore any excavated areas to reasonably the same condition as existed prior to such excavation; and

e. pass and repass on foot and with vehicles and equipment, along, over, across and upon the Easement Area and the Grantor's Land in order to access the Easement Area and construct, reconstruct, relocate, use, and maintain roads, paths, causeways, and ways of access to and from the Easement Area as is reasonable and necessary in order to exercise to the fullest extent the Easement.

**Section 2 – Location of the Easement Area.** The "Easement Area" shall consist of a portion of the Grantor's Land twenty (20) feet in width throughout its extent, the centerline of the Easement Area being the centerline of the Facilities. The general location of the Easement Area is shown on the sketch entitled, "**Easement Sketch - Exhibit A, WR #18-26-31330255**", which sketch is attached hereto as Exhibit A and recorded herewith. The final and definitive location(s) of the Easement Area shall become established by and upon the final installation and erection of the Facilities by the Grantees in substantial compliance with Exhibit A hereto.

**Section 3 – Facilities Ownership.** It is agreed that the Facilities shall remain the property of the Grantees. their successors and assigns.








LANDS OF N/F  
CITY OF ROME WATER DEPT.  
416.00-01-27.100

SWANCOTT MILL RD.

PROPOSED COURSE OF LINE



 Pole (Sole NG) - install  
 Pole (Sole NG) - replace

<b>EASEMENT #:</b>	<b>EASEMENT SKETCH - EXHIBIT A</b>	<b>NOT TO SCALE</b>
DESIGNER: Provost, Riley DATE: 06/09/2026 WORK ORDER #: 18-26-31330255	Lands of City of Rome Water Dept. 920 Swancott Mill Road Town of Lewis / County of Lewis Tax ID: 416.00-01-27.100	 SHEET 1 of 2



CREEK RD

SWANCOTT MILL RD.

LANDS OF N/F  
CITY OF ROME WATER DEPT.  
416.00-01-27.100

LANDS OF N/F  
DEWL OUTFITTERS, LLC  
421.00-01-04.000

PROPOSED COURSE OF LINE

Anchor - install  
Pole (Sole NG) - install

EASEMENT #:

EASEMENT SKETCH - EXHIBIT A

NOT TO SCALE

DESIGNER: Provost, Riley  
DATE: 06/09/2026  
WORK ORDER #: 18-26-31330255

Lands of City of Rome Water Dept.  
920 Swancott Mill Road  
Town of Lewis / County of Lewis  
Tax ID: 416.00-01-27.100



SHEET 2 of 2

**RESOLUTION NO. 140**

**AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH ONEIDA COUNTY STOP-DWI PROGRAM "SELECTIVE PATROLS" (\$12,437.50).**

By \_\_\_\_\_:

WHEREAS, Kevin James, Chief of Police for the City of Rome, New York, has recommended that the City of Rome enter into an agreement with the Oneida County Stop-DWI Program "Selective Patrols"; and

WHEREAS, said agreement will allow the City of Rome, through its Police Department, to participate with the Oneida County Stop-DWI Program "Selective Patrols", said program being the County-wide effort to reduce alcohol related traffic injuries and fatalities; and

WHEREAS, through the aforesaid agreement the County of Oneida shall reimburse the City of Rome up to the sum of Twelve Thousand Four Hundred Thirty-Seven and 50/100 Dollars (\$12,437.50) for Stop-DWI Program "Selective Patrols", including salary and fringe benefits provided by the City of Rome Police Department; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that it does hereby authorize the Mayor of the City of Rome to enter into an agreement with Oneida County Stop-DWI Program "Selective Patrols" for the time period of January 1, 2026 to December 31, 2026, and

BE IT FURTHER RESOLVED, that pursuant to this agreement the City of Rome, through its Police Department, will fully participate in and cooperate with the Oneida County Stop-DWI Program "Selective Patrols" in their joint effort to reduce alcohol related traffic injuries and fatalities.

Seconded by \_\_\_\_\_.

AYES & NAYS: Mayor Lanigan \_\_\_\_\_ Nash \_\_\_\_\_ Feeney \_\_\_\_\_  
Guiliano \_\_\_\_\_ Adams \_\_\_\_\_

ADOPTED \_\_\_\_\_ DEFEATED \_\_\_\_\_

**ONEIDA COUNTY STOP-DWI PROGRAM  
SELECTIVE ENFORCEMENT PATROLS  
AGREEMENT**

This Agreement (the "Agreement") made this 1<sup>st</sup> day of January 2026, by and between the County of Oneida, a municipal corporation existing under the laws of the State of New York, with principal offices located at 800 Park Avenue, Rome, New York 13501, through its Stop-DWI program, with offices located at 120 Base Road, Oriskany, New York 13424, hereinafter collectively referred to as the "County," and the City of Rome, a municipal corporation existing under the laws of the State of New York with its principal offices at 198 North Washington Street, Rome, New York 13440, through its Rome Police Department, having offices at 301 N. James Street, Rome, New York 13440, hereinafter collectively referred to as the "Police Agency" (each individually referred to as a "Party" and collectively referred to as the "Parties").

WHEREAS, the County operates and conducts a program entitled "Stop-DWI;" and

WHEREAS, the mission of the Stop-DWI program is the County-wide reduction of alcohol related traffic injuries and fatalities; and

WHEREAS, the Police Agency desires to participate in and promote the Stop-DWI program with the County;

**NOW, THEREFORE,** the Parties agree as follows:

1. **GENERAL:** The Police Agency shall provide services as outlined below under Section 2 "Scope of Services," which will assist in the County-wide enforcement of New York State Vehicle and Traffic Laws relating to Driving While Intoxicated, and shall be aimed at reducing alcohol-related traffic injuries and fatalities.
2. **SCOPE OF SERVICES:** In accordance with this Agreement, the Police Agency shall perform the following (collectively, (a), (b), and (c) shall hereinafter be referred to as the "Services"):
  - a) Conduct DWI Selective Enforcement Patrols;
  - b) Testify in criminal proceedings that are a result of DWI arrests; and
  - c) Attend training that enhances the mission of the Stop-DWI program.
3. **FEE:** The County shall reimburse the Police Agency for salary, fringe benefits, related travel and subsistence, and breath testing equipment calibrations up to the sum of twelve thousand four hundred thirty-seven dollars and fifty cents (\$12,437.50), related to the Services provided pursuant to this Agreement.
  - a) Payments shall be made upon receipt from the Police Agency of a properly completed County voucher form itemizing and setting forth in detail the costs incurred and Services performed, together with any receipts or other such supporting documentation attached thereto. Said voucher must be submitted no later than the 15<sup>th</sup> day of the month following the end of the quarter and shall be accompanied by a completed statistical report on forms provided by the County detailing the Police Agency's Services that were

undertaken on behalf of the Stop-DWI program. To be reimbursed for expenses other than the Services herein, the Police Agency must receive prior written approval from the Stop-DWI Coordinator.

b) The County reserves the right to conduct an on-site program and/or fiscal audit of the Police Agency's records as they relate to Stop-DWI program Services in a manner consistent with generally accepted accounting principles and program guidelines. The Police Agency shall make available all payroll, daily activity, and related logs at the request of the Stop-DWI Coordinator or designee in order to verify Services claimed by the Police Agency in claims made to the Stop-DWI program for reimbursement.

4. **GOVERNANCE AND OPERATING PROCEDURES:** All Services associated with this Agreement shall be governed by the official published "Standard Operating Procedures of the Oneida County Stop-DWI Program," as same may be amended.

a) Police Agency warrants and represents that the program to be conducted by it does not violate Section 1197 of the Vehicle and Traffic Law of the State of New York, as same may be amended.

b) Police Agency agrees to comply with all applicable Federal, State, and Local statutes, laws, rules, and regulations as same may from time to time be amended.

5. **TERM:** This Agreement shall be effective from January 1, 2026 through December 31, 2026.

6. **TERMINATION:** The County reserves the right to terminate this Agreement, upon thirty (30) days written notice to the Police Agency. In the event of termination, the County will have no further obligation to the Police Agency other than payment for costs incurred for Services performed prior to termination. In no event will the County be responsible for any actual or consequential damages as a result of termination.

7. **SPECIAL REPORTS:** Police Agency shall notify the STOP-DWI Coordinator of all arrests on a quarterly basis, and any traffic fatalities occurring within its jurisdiction upon completion of the crash investigation. Such notification shall be presented as a photocopy of the final MV-104A and MV-104D Police Reports.

8. **ADVICE OF COUNSEL:** Each Party acknowledges that, in executing this Agreement, such Party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

9. **NON-ASSIGNMENT.** This Agreement may not be assigned by the Policy Agency without the prior written consent of the County.

10. **ENTIRE AGREEMENT:** The terms of this Agreement, including the "Standard Oneida County Conditions," which is attached hereto and made a part hereof as Addendum A, constitute the entire understanding and agreement of the Parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement.

REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.  
SIGNATURE PAGE TO FOLLOW.

**IN WITNESS WHEREOF**, this Agreement has been duly executed and signed by:

**CITY OF ROME**

BY \_\_\_\_\_

DATE \_\_\_\_\_

Jeffrey Lanigan  
Mayor

**ONEIDA COUNTY**

BY \_\_\_\_\_

DATE \_\_\_\_\_

Anthony J. Picente, Jr.  
Oneida County Executive

Approved

\_\_\_\_\_  
Christopher J. Kalil, Esq.  
Assistant County Attorney

**RESOLUTION NO. 141**

**AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH ONEIDA COUNTY STOP-DWI PROGRAM "HIGH VISIBILITY ENGAGEMENT CAMPAIGN" (\$2,435.80).**

By \_\_\_\_\_:

WHEREAS, Kevin James, Chief of Police for the City of Rome, New York, has recommended that the City of Rome enter into an agreement with the Oneida County Stop-DWI Program "High Visibility Engagement Campaign"; and

WHEREAS, said agreement will allow the City of Rome, through its Police Department, to participate with the Oneida County Stop-DWI Program "Selective Patrols", said program being the County-wide effort to reduce alcohol related traffic injuries and fatalities on targeted holiday dates; and

WHEREAS, through the aforesaid agreement the County of Oneida shall reimburse the City of Rome up to the sum of Twelve Thousand Four Hundred Thirty-Seven and 50/100 Dollars (\$2,435.80) for Stop-DWI Program "High Visibility Engagement Campaign", including salary and fringe benefits provided by the City of Rome Police Department; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that it does hereby authorize the Mayor of the City of Rome to enter into an agreement with Oneida County Stop-DWI Program "High Visibility Engagement Campaign" for the time period of October 1, 2025 to September 30, 2026, and

BE IT FURTHER RESOLVED, that pursuant to this agreement the City of Rome, through its Police Department, will fully participate in and cooperate with the Oneida County Stop-DWI Program "High Visibility Engagement Campaign" in their joint effort to reduce alcohol related traffic injuries and fatalities on targeted holiday dates.

Seconded by \_\_\_\_\_.

AYES & NAYS: Mayor Lanigan \_\_\_\_\_ Nash \_\_\_\_\_ Feeney \_\_\_\_\_  
Guiliano \_\_\_\_\_ Adams \_\_\_\_\_

ADOPTED \_\_\_\_\_ DEFEATED \_\_\_\_\_

## **Oneida County STOP-DWI Program High Visibility Engagement Campaigns Agreement**

This Agreement ("Agreement") is made by and between the County of Oneida, a municipal corporation existing under the laws of the State of New York, with principal offices located at 800 Park Avenue, Utica, New York 13501, including its STOP-DWI Program (collectively, "the County"), and the City of Rome, a municipal corporation existing under the laws of the State of New York, having offices at 301 N. James Street, Rome, New York 13440 ("the City").

WHEREAS, the County operates a STOP-DWI program, the mission of which is the County-wide reduction of alcohol-related traffic injuries and fatalities; and

WHEREAS, the City wishes to promote the County's STOP-DWI Program; and

WHEREAS, the County has received a grant from the New York State STOP-DWI Foundation to support its participation in the current statewide STOP-DWI High Visibility Engagement Campaigns initiative; and

WHEREAS, the City has expressed its willingness, ability and desire for its Police Department ("RPD") to participate in the County's STOP-DWI High Visibility Engagement Campaigns;

NOW, THEREFORE, the Parties agree as follows:

**1. Scope of Services.** The City's RPD shall participate in the County's STOP-DWI High Visibility Engagement Campaigns on dates specified by the New York State STOP-DWI Foundation which are communicated by the County's STOP-DWI Program coordinator to the RPD.

**2. Term.** This Agreement shall begin on October 1, 2025 and end on September 30, 2026.

**3. Fee.**

a. The County shall reimburse the City up to the sum of two thousand four hundred thirty-five dollars and eighty cents (\$2,435.80) for RPD's participation in the County's STOP-DWI High Visibility Engagement Campaigns. Funds paid to the City under this Agreement are to be used exclusively in connection with RPD officers' hours worked during the STOP-DWI High Visibility Engagement Campaigns.

b. Payments shall be made by the County (i) upon its receipt from the City and/or RPD of a properly completed County voucher and related New York State STOP-DWI Foundation activity forms, which must itemize and detail the costs incurred and/or services performed, together with any receipts or other such supporting documentation attached thereto, and (ii) after audit and approval by the County's Department of Audit and Control, as well as approval by the

County Comptroller. Voucher, activity form(s) and supporting documentation must be submitted to the County within thirty (30) days of any STOP-DWI High Visibility Engagement Campaigns provided by the RPD.

c. The County reserves the right to conduct fiscal audits of the City's and/or RPD's records as they relate to STOP-DWI program activities, including STOP-DWI High Visibility Engagement Campaigns. Such audits shall be conducted in a manner consistent with generally accepted accounting principles and guidelines. The City and/or RPD shall make available to the County all payroll, daily activity, and related logs as the County may request in order to verify services claimed by the City and/or RPD for reimbursement.

4. **Termination.** The County reserves the right to terminate this Agreement upon (30) days written notice to the City. In the event of termination, the County will have no further obligation to the City other than payment for costs incurred for STOP-DWI High Visibility Engagement Campaigns performed by RPD prior to termination. In no event shall the County be responsible for any actual or consequential damages as a result of termination.

5. **Compliance with Applicable Laws.** The City agrees to comply with all applicable federal, state, and local statutes, rules and regulations with respect to its participation in STOP-DWI High Visibility Engagement Campaigns.

6. **Reporting Requirements.** The City and/or RPD shall notify the County's STOP-DWI Program coordinator of all arrests and convictions for drinking and driving on a quarterly basis, and any alcohol-related traffic fatalities occurring within the City upon completion of any accident investigation. Such notification shall include a photocopy of the final MV-104A and/or MV-104D Police Reports.

7. **Non-Appropriation of Funds.** The County shall have no liability under this Agreement to the City beyond the funds appropriated and available for this Agreement.

8. **Non-Assignment.** This Agreement may not be assigned by the City without the prior written consent of the County.

9. **Indemnification.** The parties shall mutually indemnify, defend and hold harmless from and against all claims, losses, damages, liabilities, actions, costs and expenses, including, but not limited to, reasonable legal fees and expenses, paid or incurred by the other party and arising directly or indirectly out of: (i) any material breach of this Agreement by either party; (ii) any breach of applicable federal, state, and local statutes, rules and regulations; or (iii) any other act or omission of either party. The obligations of the parties under this section shall survive any expiration or termination of this Agreement.

10. **Advice of Counsel.** The parties acknowledges that, in executing this Agreement, they have had the opportunity to seek the advice of counsel and have read and understood all of the terms and provisions of this Agreement.

**11. Entire Agreement.** The terms of this Agreement, including the "Standard Oneida County Conditions," which is attached hereto and made a part hereof as Exhibit A, constitute the entire understanding and agreement of the Parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed and signed by:

CITY OF ROME

\_\_\_\_\_  
Jeffrey M. Lanigan  
Mayor

\_\_\_\_\_  
Date

COUNTY OF ONEIDA

\_\_\_\_\_  
Anthony J. Picente, Jr.  
Oneida County Executive

\_\_\_\_\_  
Date

Approved:

\_\_\_\_\_  
Christopher J. Kalil  
Assistant County Attorney