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.

BOARD OF ESTIMATE AND CONTRACT MEETING **SEPTEMBER 24, 2026**
REGULAR SESSION **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. 181 AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH DANIEL AND JEAN BURGDORF TO PURCHASE REAL PROPERTY FOR THE MERRICK ROAD BRIDGE PROJECT ($2,400.00). **Guiliano**

RES. NO. 182 AUTHORIZING THE APPROVAL OF A TEMPORARY EASEMENT FOR THE PROPERTY LOCATED AT 7551 MERRICK ROAD. **Guiliano**

RES. NO. 183 AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH 2 BROTHERS OF CNY, LLC FOR THE PURCHASE OF 7551 MERRICK ROAD ($16,200.00). **Guiliano**

RES. NO. 184 AUTHORIZING THE APPROVAL OF A TEMPORARY EASEMENT FOR THE PROPERTY LOCATED AT 7767 MERRICK ROAD. **Guiliano**

RES. NO. 185 AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH SHANNON RODRIGUEZ FOR THE PURCHASE OF 7767 MERRICK ROAD ($4,100.00). **Guiliano**

RES. NO. 186 AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO A MEMORADNUM OF AGREEMENT WITH THE CSEA UNION. **Adams**

RES. NO. 187 AUTHORIZING 2026 BUDGETARY TRANSFER. **Adams**

RES. NO. 188 AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH J&J LANDSCAPING, LLC (RFQ-2026-020) ($24,640.00). **Andrews**

RES. NO. 189 AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH J&J LANDSCAPING, LLC (RFQ-2026-019) ($31,360.00). **Andrews**

RES. NO. 190 AUTHORIZING CHANGE ORDER NO. 1 TO CONTRACT WITH VIP ARCHITECTURE ASSOCIATES, D.P.C., PURSUANT TO ORIGINAL BOARD OF ESTIMATE AND CONTRACT RESOLUTION NO. 69 ADOPTED MARCH 26, 2026 ($28,558.00). **Andrews**

RES. NO. 191 AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH ROME ENVIRONMENTAL SOLUTIONS & TESTING, LLC FOR AN AMOUNT NOT TO EXCEED $25,000. **Domenico**

RES. NO. 192 AUTHORIZING CHANGE ORDER NO. 2 TO CONTRACT WITH ESSENTIAL CONSTRUCTS, PURSUANT TO ORIGINAL BOARD OF ESTIMATE AND CONTRACT RESOLUTION NO. 246 ADOPTED NOVEMBER 14, 2024 ($107,356.00). **Lovett**

7. TABLED RESOLUTIONS

8. ADJOURNMENT

BOARD OF ESTIMATE AND CONTRACT SEPTEMBER 24, 2026

RESOLUTION NO. 181

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH DANIEL AND JEAN BURGDORF TO PURCHASE REAL PROPERTY FOR THE MERRICK ROAD BRIDGE PROJECT ($2,400.00).

By _____:

WHEREAS, Joseph Guiliano, Commissioner of Public Works for the City of Rome, New York, has recommended that the City of Rome enter into an Agreement with Daniel and Jean Burgdorf to purchase real property on Merrick Road; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that it does authorize the Mayor of the City of Rome, New York, to enter into an Agreement with Daniel and Jean Burgdorf to purchase real property on Merrick Road for Two Thousand Four Hundred and 00/100 dollars ($2,400.00), pursuant to the documents attached hereto and made part of this Resolution.

Seconded by _____.

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

ADOPTED____ DEFEATED____

AGREEMENT TO PURCHASE REAL PROPERTY

Project: **Merrick Road Culvert**

Property: **7750 Merrick Road, Rome NY 13440**

PIN No: **2754.82** Map(s): **2** Parcels(s): **1**

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

1. **PROPERTY DESCRIPTION.** The Seller agrees to sell, grant, and convey:
   A portion of property necessary to complete the Merrick Road Culvert project located in Oneida County, City of Rome, at 7750 Merrick Road, Rome, NY 13440, further described as being a portion of the Seller's lands described in Warranty Deed dated October 17, 2014, and recorded on November 20, 2014 in book 2014 of Deeds at page 16784, Instrument No. 2014-016784 in the Office of the County Clerk for Oneida County, New York and assigned Tax Map No. 223.007-1-26, and being the same lands designated as Map(s) 2, Parcel(s) 1, attached hereto as Exhibit "A" (the "Property").

   GPI is working for the City of Rome to provide professional engineering services related to the Merrick Road Culvert project. The project involves replacing an existing culvert that is in very poor condition and no longer meets current needs. The structure shows significant deterioration and is vulnerable during major storms, creating safety concerns and the potential risk to nearby public utilities. It is also the only access route for residents and emergency services serving the surrounding neighborhood. The goal of the project is to completely replace the existing culvert with a new, properly sized structure that improves safety, reliability, and long-term performance. The project will focus on correcting current deficiencies while maintaining access to residents throughout construction.

2. **IMPROVEMENTS INCLUDED IN THE PURCHASE.** The following improvements, if any, now in or on the Property are included as a part of the sale pursuant to this Agreement:
   - All property disturbed within the easement area(s) shall be restored, as nearly as practicable, to its original condition, including grading, surfaces, and vegetation, in accordance with applicable project specifications.
   - 1,000 sf of lawn and three (3) trees (erosion control & screenage) .

3. **PURCHASE PRICE.** The total purchase price is **$ 2,400.00 TWO THOUSAND FOUR HUNDRED DOLLARS AND 00/100.** The Purchase Price includes the Property described in paragraph 1 and the improvements described in paragraph 2.

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

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

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

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

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

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

8. **MARKETABILITY OF TITLE.** If deemed necessary by the Buyer to ensure good, valid and marketable fee simple and/or permanent easement title to the Property, Buyer shall pay for such curative actions necessary to clear title. Curative action is defined as such actions or efforts required to clear title, including but not limited to attending meetings, document preparation, obtaining releases and recording documents necessary to establish good, valid, and marketable fee simple and/or permanent easement title.

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

9. **RECORDING COSTS, TRANSFER TAX & CLOSING ADJUSTMENTS.** Buyer will pay all recording fees and the real property transfer tax, if applicable. The following, as applicable and as deemed appropriate by the Buyer, will be prorated and adjusted between Seller and Buyer as of the date of closing: current taxes computed on a fiscal year basis, excluding delinquent items, interest and penalties; rent payments; current common charges or assessments.

10. **INSURANCE**. The Buyer shall require that its contractor performing work on the Property shall, at all times during the duration of the project, be required to have standard liability insurance covering personal injuries and property damage caused by the contractor while working on the property.

11. **ENTIRE AGREEMENT.** This Agreement when signed by both the Seller and the Buyer contains all the agreements of the parties hereto. There are no promises, agreements, terms, conditions, warranties, representations, or statements other than contained herein. No verbal agreements or promises will be binding. This Agreement may not be changed orally.

    NOTICES. All notices contemplated by this Agreement shall be in writing and delivered by a.) certified or registered mail, return receipt requested, b.) by email or c) by personal delivery. Notices shall be deemed delivered upon receipt. Any notices relating to this Agreement may be given or received by the parties or the attorneys for the parties.

12. **SUCCESSORS AND ASSIGNS**. This Agreement shall inure to the benefit of and be binding upon Seller and Buyer, their respective heirs, personal representatives, successors and/or assigns.

IN WITNESS WHEREOF, on this _____ day of _____, in the year _____, the parties have entered into this Agreement.

GRANTOR | PROPERTY OWNER

Signature:	_____	Signature:	_____
Print Name:	**Daniel E. Burgdorf**	Print Name:	**Jean T. Burgdorf**
Title:	**Trustee**	Title:	**Trustee**
	Burgdorf Irrevocable Trust		**Burgdorf Irrevocable Trust**
Date:	_____	Date:	_____

GRANTEE | PROJECT SPONSOR

Signature: _____

Print Name: _____

Title: _____

Sponsor: **City of Rome**

Date: _____

MERRICK ROAD CULVERT REPLACEMENT
OVER TRIBUTARY OF WOOD CREEK

CITY OF ROME
ACQUISTION MAP
PIN 275482

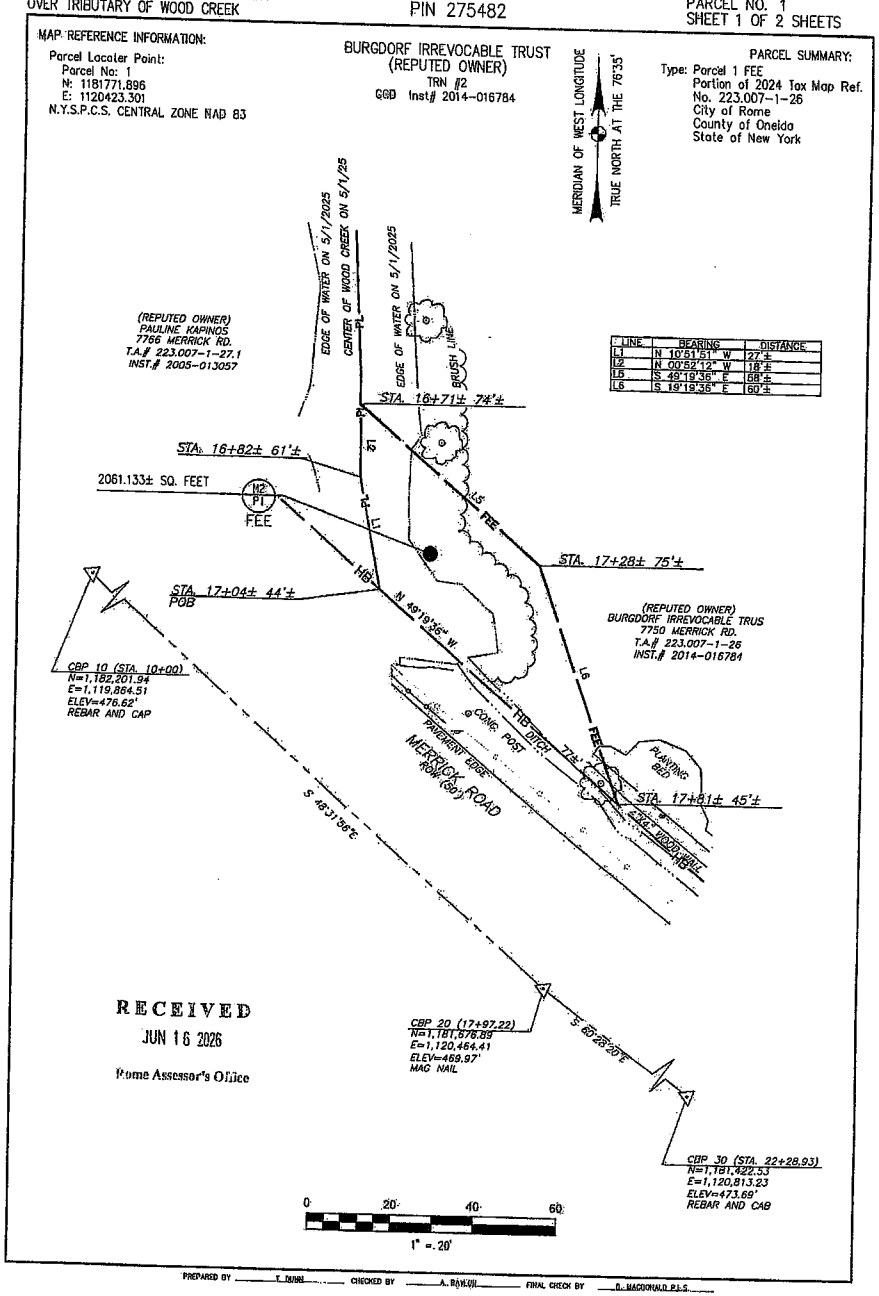
MAP NO. 2
PARCEL NO. 1
SHEET 1 OF 2 SHEETS

MAP REFERENCE INFORMATION:

Parcel Locater Point:
Parcel No: 1
N: 1181771.896
E: 1120423.301
N.Y.S.P.C.S. CENTRAL ZONE NAD 83

BURGDORF IRREVOCABLE TRUST
(REPUTED OWNER)
TRN #2
QGD Inst# 2014-016784

PARCEL SUMMARY:
Type: Parcel 1 FEE
Portion of 2024 Tax Map Ref.
No. 223.007-1-26
City of Rome
County of Oneida
State of New York



LINE	BEARING	DISTANCE
L1	N 10°51'51" W	27'±
L2	N 00°52'12" W	18'±
L5	S 49°19'56" E	68'±
L6	S 19°19'36" E	60'±

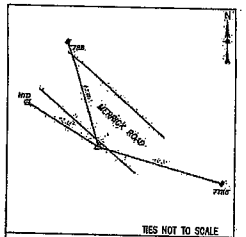
RECEIVED
JUN 16 2026
Rome Assessor's Office

PREPARED BY T. DUNN CHECKED BY A. BAYLOR FINAL CHECK BY D. MACDONALD P.L.S.

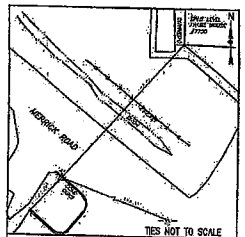
MERRICK ROAD CULVERT REPLACEMENT
OVER TRIBUTARY OF WOOD CREEK

CITY OF ROME
ACQUISTION MAP
PIN 275482

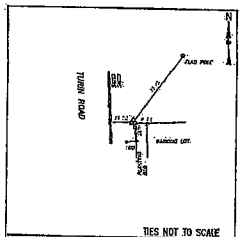
MAP NO. 2
PARCEL NO. 1
SHEET 2 OF 2 SHEETS



CBP 10 STA. (10+00.00)
CBP 10 IS A REBAR WITH A CAP SET ON THE SOUTH SIDE OF THE MERRICK ROAD AND LOCATED APPROXIMATELY 175' WEST OF THE INTERSECTION OF MERRICK ROAD AND TURIN ROAD
NYSPCS CENTRAL ZONE NAD 83 (2011) NAVD 88
N=1,182,201.94
E=1,119,864.51
ELEV=476.62'



CBP 20 STA. (17+97.22)
CBP 20 IS A MAG NAIL SET ON THE SOUTH SIDE MERRICK ROAD AND LOCATED APPROXIMATELY 376' WEST OF THE INTERSECTION OF MERRICK ROAD AND TURIN ROAD
NYSPCS CENTRAL ZONE NAD 83 (2011) NAVD 88
N=1,181,676.89
E=1,120,464.41
ELEV=468.97'



CBP 30 STA. (22+28.93)
CBP 30 IS A REBAR AND CAP SET ON THE EAST SIDE OF TURIN ROAD AND LOCATED APPROXIMATELY 63' NORTHWEST OF THE INTERSECTION OF TURIN AND MERRICK ROAD
NYSPCS CENTRAL ZONE NAD 83 (2011) NAVD 88
N=1,181,422.53
E=1,120,813.23
ELEV=473.69'

All that piece or parcel hereinafter designated designated as Parcel No.1, situate in the City of Rome, County of Oneida, State of New York, as shown on the accompanying map and described as follows:

Beginning at a point on the northerly Right of Way of Merrick Road (50.0' wide) and the centerline of Wood Creek, said point being on the division line of lands now or formerly of Pauline Kapinos (reputed owner) to the West and lands now or formerly of Burgdorf Irrevocable Trust (reputed owner) to the East, said point also being a distance of 44'± northerly, measured at a right angle, from Sta. 17+04 of the 2025 Survey Baseline, thence; N 10°51'51" W along said division line and the centerline of aforesaid creek a distance of 27±' to a point on said division line and the centerline of said creek, said point also being a distance of 61±' northerly, measured at a right angle, from Sta. 16+82± of said Boseline, thence; N 00°52'12" W along said division line and the centerline of said creek a distance of 18'± to a point, said point also being a distance of 74±' northerly, measured at a right angle, from Sta. 16+71± of said Baseline, thence; S 49°19'36" E through lands now or formerly of Burgdorf Irrevocable Trust a distance of 58'± to a point, said point also being a distance of 75'± northerly, measured at a right angle, from Sta. 17+28± of said Baseline, thence; S 19°19'36" E through the lands now or formerly of Burgdorf Irrevocable Trust a distance of 60'± to a point in the northerly Right of Way of Merrick Road, said point also being a distance of 45±' northerly, measured at a right angle, from Sta. 17+80± of said Baseline, thence; N 49°19'36 W along the Right of Way of Merrick Road (50.00' wide) a distance of 77±' to the Point and Place of Beginning.

The above mentioned survey baseline is a portion of the 2025 survey baseline for the Merrick Road culvert replacement over Wood Creek. Beginning at Station 10+00.00; thence S 48°31'56" E to Station 12+94.53; thence S 60°28'20" E to Station 22+28.93
All bearings referred to True North at the 76°-35' Meridian of West Longitude.

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

Date _____ 20____

Jeffrey Lanigan
Mayor of Rome
City of Rome, New York

STATE OF NEW YORK
DANIEL JAMES MACDONALD
050613
LICENSED LAND SURVEYOR

BURGDORF IRREVOCABLE TRUST
(REPUTED OWNER)

"Unauthorized alteration of a survey map bearing a licensed land surveyor's seal is a violation of the New York State Education Law."
I hereby certify that this map was prepared in accordance with current NYSDOT policies, standards and procedures.

Date June 15, 2026

DANIEL J. MACDONALD P.L.S.
NYS PLS #050613

RECEIVED
JUN 16 2026
Rome Assessor's Office

PREPARED BY T. DUNN CHECKED BY A. BAYLOR FINAL CHECK BY D. MACDONALD P.L.S.

BOARD OF ESTIMATE AND CONTRACT SEPTEMBER 24, 2026

RESOLUTION NO. 182

AUTHORIZING THE APPROVAL OF A TEMPORARY EASEMENT FOR THE PROPERTY LOCATED AT 7551 MERRICK ROAD.

By _____:

WHEREAS, Joseph Guiliano, Commissioner of Public Works for the City of Rome, New York, has requested authorization to accept a temporary easement for the property located at 7551 Merrick Road for the Merrick Road Bridge project; now, therefore

BE IT RESOLVED, that the Mayor of the City of Rome be and is hereby authorized to accept a temporary easement, in a document approved by the Corporation Counsel, for the property located at 7551 Merrick Road, for the Merrick Road Bridge project.

Seconded by _____.

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

ADOPTED____ DEFEATED____

TEMPORARY EASEMENT

THIS TEMPORARY EASEMENT is made and entered into this 10th day of June, 2026,
between
J.T. Sprock 2 Brothers of CNY LLC, with an address of **7551 Merrick Road, Rome, NY 13440** (hereinafter referred to as "Grantor"),

and

City of Rome, (hereinafter referred to as **"Grantee"**), a municipal corporation with its office at **198 North Washington Street, Rome, NY 13440**

WITNESSETH

WHEREAS, Grantee intends to repair / replace **Merrick Road Culvert** (the "Project") in the **City of Rome, Rome, Oneida County, NY 13440** and,

WHEREAS, pursuant to a deed dated October 26, 2012 and recorded on December 21, 2012 in the Oneida County clerk's Office in Liber 2012 of Deeds at Page 21823 Instrument number 2012-021823 (the "Grantor's Deed") the Grantor owns land at **7751 Merrick Road, Rome, NY 13440,** in the City of Rome, Oneida County, State of New York, **Tax Map No. 223.011-1-37.1** (the "Grantor's Property") in the vicinity of the Project; and,

NOW, THEREFORE, in consideration of the covenants herein, and the payment by Grantee to the Grantor of the sum of One and 00/100 Dollars ($1.00) and other good and valuable consideration, receipt of which is acknowledged, the parties agree as follows:

1. Grantor hereby grants to the Grantee a temporary easement in connection with the Project, on, over, under and across the portions of Grantor's Property described as **Parcel 1** on Acquisition **Map 4** on attached Exhibit "A" (the "Easement Area").

   The possession and term of the temporary easement shall be exercisable for a term of one (1) year commencing on 2/1/27 and ending, unless deemed no longer necessary for highway purposes and released by Grantee prior to the expiration of the aforementioned term. The Temporary Easement may be extended for two (2) additional one-year terms at the option of the Grantee. Thirty (30) days prior to the expiration of the term of this easement, the Grantee shall notify the Grantor in writing of its intention to extend the term of the easement. In no event shall the term of the easement extend beyond 1/31/28, unless extended by both parties.

2. Grantee, its agents, servants, employees, and contractors, shall have the right to enter the Easement Area and to engage in such construction access and activities, as may be necessary to complete construction of the Project.

3. Grantee agrees to repair and restore, as far as practicable to their preconstruction condition, any part or portion of the easement area that is damaged, disturbed, detrimentally altered, or changed during the construction of the Project, including but not limited to regrading, reseeding, and replacement of pavement or gravel surfaces as applicable.

Signature:	Signature:
Name:	Name: J.T. Sprock
Company:	Company: 2 Brothers of CNY LLC
Title:	Title: Principal
Date:	Date: 6/10/2026

ACKNOWLEDGEMENT LIMITED LIABILITY COMPANY (LLC)

STATE OF New York
COUNTY OF Oneida

On the 10 day of June, in the year 2026, before me, the undersigned, personally appeared James T. Spratt, personally know to me or proved to me on the basis of satisfactory evidence to be the individual who is the of **2 Brothers of CNY LLC,** the limited liability company described in and that executed the foregoing instrument, and acknowledged to me that they executed the same on behalf of the LLC by property authority.

Kimberly Dempsey
Notary Public
Qualified in Saratoga County
Commission Expires: 5/12/2030

KIMBERLY K DEMPSEY
STATE OF NEW YORK
NOTARY PUBLIC
Qualified in Saratoga County
MY COMMISSION EXPIRES 5/12/2030

ACKNOWLEDGEMENT LIMITED LIABILITY COMPANY (LLC)

STATE OF
COUNTY OF

On the _____ day of _____, in the year _____, before me, the undersigned, personally appeared _____, personally know to me or proved to me on the basis of satisfactory evidence to be the individual who is the of **2 Brothers of CNY LLC,** the limited liability company described in and that executed the foregoing instrument, and acknowledged to me that they executed the same on behalf of the LLC by property authority.

_____
Notary Public
Qualified in _____ County
Commission Expires:

MERRICK ROAD CULVERT REPLACEMENT
OVER TRIBUTARY OF WOOD CREEK

CITY OF ROME
ACQUISTION MAP
PIN 275482

MAP NO. 4
PARCEL NO. 1
SHEET 1 OF 2 SHEETS

MAP REFERENCE INFORMATION:

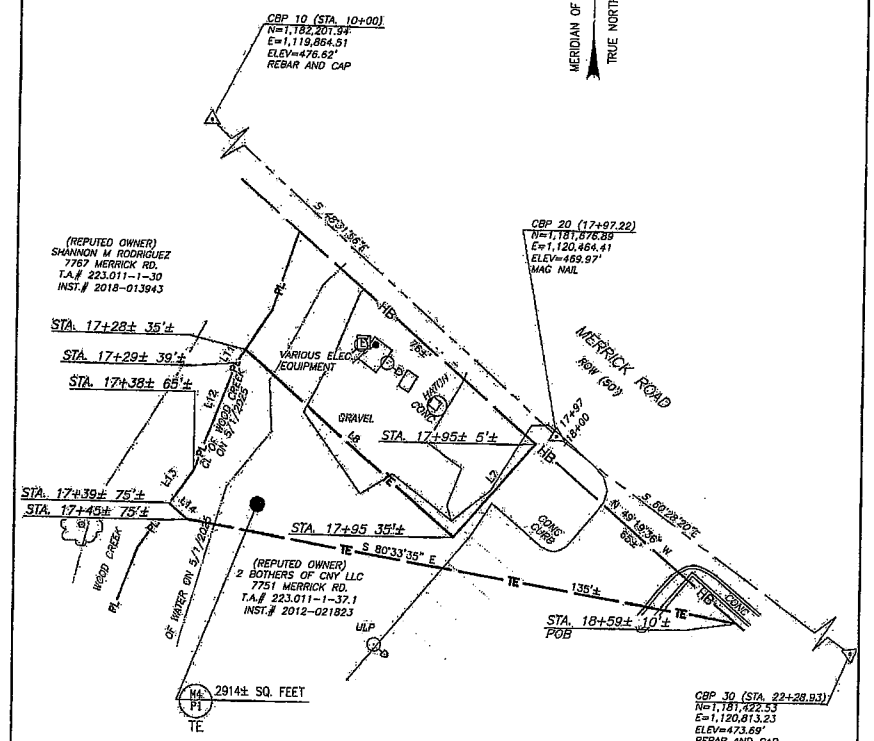
Parcel Locater Point:
Parcel No: 1
N: 1181724.396
E: 1120401.802

N.Y.S.P.C.S. CENTRAL ZONE
NAD 83

2 BROTHERS OF CNY LLC
(REPUTED OWNER)
TRN #4
CCD Inst# 2012-0211823

MERIDIAN OF WEST LONGITUDE TRUE NORTH AT THE 76°35'

PARCEL SUMMARY:
Type: Parcel 1 Temporary easement
Portion of 2024 Tax Map Ref. No. 223.011-1-37.1
City of Rome
County of Oneida
State of New York



LINE	BEARING	DISTANCE
L7	S 40°40'24" W	30'±
L8	N 49°19'36" W	67'±
L11	S 33°23'09" W	4'±
L12	S 21°11'15" W	28'±
L13	S 35°05'19" W	10±'
L14	S 49°19'36" E	6'±

RECEIVED
JUN 16 2026
Rome Assessor's Office

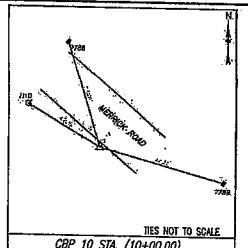
0' 20' 40' 60'
1" = 20'

PREPARED BY J. DUGI CHECKED BY A. BAYLOR FINAL CHECK BY D. MACDONALD P.E./S.

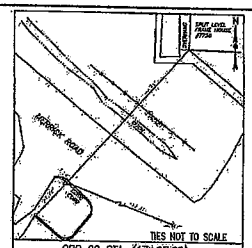
MERRICK ROAD CULVERT REPLACEMENT
OVER TRIBUTARY OF WOOD CREEK

CITY OF ROME
ACQUISTION MAP
PIN 275482

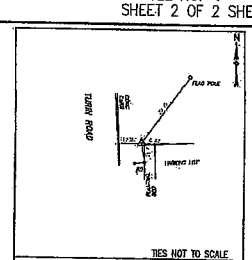
MAP NO. 4
PARCEL NO. 1
SHEET 2 OF 2 SHEETS



CBP 10 STA. (10+00.00)
CBP 10 IS A REBAR WITH A CAP SET ON THE SOUTH SIDE OF THE MERRICK ROAD AND LOCATED APPROXIMATELY 1179' WEST OF THE INTERSECTION OF MERRICK ROAD AND TURIN ROAD
NYSPCS CENTRAL ZONE NAD 83 (2011) NAVD 88
N=1,182,201.94
E=1,119,864.51
ELEV=476.62'



CBP 20 STA. (17+97.22)
CBP 20 IS A MAG NAIL SET ON THE SOUTH SIDE MERRICK ROAD AND LOCATED APPROXIMATELY 578' WEST OF THE INTERSECTION OF MERRICK ROAD AND TURIN ROAD
NYSPCS CENTRAL ZONE NAD 83 (2011) NAVD 88
N=1,181,676.89
E=1,120,484.41
ELEV=469.97'



CBP 30 STA. (22+28.93)
CBP 30 IS A REBAR AND CAP SET ON THE EAST SIDE OF TURIN ROAD AND LOCATED APPROXIMATELY 63' NORTHWEST OF THE INTERSECTION OF TURIN AND MERRICK ROAD
NYSPCS CENTRAL ZONE NAD 83 (2011) NAVD 88
N=1,181,422.53
E=1,120,813.23
ELEV=473.69'

TEMPORARY EASEMENT FOR WORK AREA

All that piece or parcel of property hereinafter designated as Parcel No. 1 situate in the City of Rome, County of Oneida, State of New York, as shown on the accompanying map and described as follows:

A temporary easement to be exercised in, on, and over the property delineated above as Parcel No. 1, for the purpose of a work area in connection with the reconstruction of the highway and appurtenances for use and exercisable during the reconstruction of the highway and terminating upon the approval of the completed work, unless sooner terminated if deemed no longer necessary for highway purposes and released by the City of Rome, or its assigns. Such easement shall be exercised in and to all that piece or parcel of property designated as Parcel No. 1 as shown on the accompanying map.

RESERVING, however, to the owner of any right, title, or interest in and to the property delineated as Parcel No. 1 above, and such owner's successors or assigns, the right of access and the right of using said property and such use shall not be further limited or restricted under this easement beyond that which is necessary to effectuate its purposes for the construction or reconstruction of the herein identified project.

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

Date _____ 20___

Jeffrey Lanigan
Mayor of Rome
City of Rome, New York

STATE OF NEW YORK
DANIEL JAMES MACDONALD
050613
LICENSED LAND SURVEYOR

TWO BROTHERS OF CNY LLC
(REPUTED OWNER)

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

I hereby certify that this map was prepared in accordance with current NYSDOT policies, standards and procedures.

Date June 15, 2026

DANIEL J. MACDONALD P.L.S.
NYS PLS #050613

RECEIVED
JUN 16 2026
Rome Assessor's Office

PREPARED BY T. DOBH CHECKED BY A. BAYLOR FINAL CHECK BY D. MACDONALD P.L.S.

BOARD OF ESTIMATE AND CONTRACT SEPTEMBER 24, 2026

RESOLUTION NO. 183

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH 2 BROTHERS OF CNY, LLC FOR THE PURCHASE OF 7551 MERRICK ROAD ($16,200.00).

By _____:

WHEREAS, Jeffrey M. Lanigan, Mayor of the City of Rome, New York, has recommended that the City of Rome enter into an Agreement with 2 Brothers of CNY, LLC for the purchase of 7551 Merrick Road for $16,200.00, now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that it does authorize the Mayor of the City of Rome, New York, to enter into an Agreement with 2 Bothers of CNY, LLC for the purchase of 7551 Merrick Road for $16,200.00, pursuant to an agreement substantially similar to the agreement attached hereto and made part of this Resolution.

Seconded by _____.

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

ADOPTED____ DEFEATED____

AGREEMENT TO PURCHASE REAL PROPERTY

Project: Merrick Road Culvert
Property: 7751 Merrick Road, Rome NY 13440
PIN No: 2754.82 Map(s): 3 & 4 Parcels(s): 1

By this Agreement J.T. Sprock 2 Brothers of CNY LLC, (hereinafter "Seller"), agrees to sell and City of Rome, (hereinafter "Buyer") agrees to purchase the real property interest(s) described below required for public right of way purposes only.

1. **PROPERTY DESCRIPTION.** The Seller agrees to sell, grant, and convey:
   A portion of property necessary to complete the Merrick Road Culvert project located in Oneida County, City of Rome, at 7751 Merrick Road, Rome, NY 13440, further described as being a portion of the Seller's lands described in Warranty Deed dated October 26, 2012, and recorded on December 21, 2012 in book 2012 of Deeds at page 21823, instrument No. 2012-021823 in the Office of the County Clerk for Oneida County, New York and assigned Tax Map No. 223.011-1-37.1, and being the same lands designated as Map(s) 3 & 4, Parcel(s) 1, attached hereto as Exhibit "A" (the "Property").

   GPI is working for the City of Rome to provide professional engineering services related to the Merrick Road Culvert project. The project involves replacing an existing culvert that is in very poor condition and no longer meets current needs. The structure shows significant deterioration and is vulnerable during major storms, creating safety concerns and the potential risk to nearby public utilities. It is also the only access route for residents and emergency services serving the surrounding neighborhood. The goal of the project is to completely replace the existing culvert with a new, properly sized structure that improves safety, reliability, and long-term performance. The project will focus on correcting current deficiencies while maintaining access to residents throughout construction.

2. **IMPROVEMENTS INCLUDED IN THE PURCHASE.** The following improvements, if any, now in or on the Property are included as a part of the sale pursuant to this Agreement:
   - All property disturbed within the easement area(s) shall be restored, as nearly as practicable, to its original condition, including grading, surfaces, and vegetation, in accordance with applicable project specifications.
   - Funeral Home shall be notified at least 1 week in advance of any construction activities that may impact the business operations of the funeral home.

3. **PURCHASE PRICE.** The total purchase price is $ 16,200.00 SIXTEEN THOUSAND TWO HUNDRED DOLLARS AND 00/100. The Purchase Price includes the Property described in paragraph 1 and the improvements described in paragraph 2.

4. **PAYMENT.** Upon Buyer's receipt and approval of this Agreement signed by the Seller, and after authorization by appropriate administrative and legal entities as may be required by statute, and after Buyer has provided all papers necessary to convey clear title, Buyer shall pay the full Purchase Price.
   In the event of any outstanding liens, a release may be required from the lien holder. Any outstanding lien payments shall be authorized by the Seller. At the time of payment, the Buyer shall issue separate checks for any such obligations and the adjusted purchase price paid to the Seller.

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

6. **BUYER'S POSSESSION OF THE PROPERTY.** For fee simple and permanent easement acquisitions, the Buyer shall have possession of the property rights, on the day payment is received by the Seller. Any closing documents received by the Buyer prior to payment pursuant to paragraph 4 above, shall be held in escrow until such payment has been received by the Seller or the Seller's agent.
   The possession and term of all temporary easements shall commence within nine months of the execution date of the temporary easement agreement. The term for all temporary easement(s) shall be for 1 Year. At the option of the Buyer, a one-year

temporary easement may be extended for two (2) additional one-year terms and a two-year temporary easement may be extended for one (1) additional one-year term. Prior to the expiration of the initial term, or each extended term of the temporary easement, the Buyer shall notify the Seller in writing of its intention to exercise its option of extending the term of the temporary easement for an additional year. The compensation for each additional term shall be $ 3,500.00. The compensation stated herein reflects the fair market value of the temporary easement. Any additional amounts paid beyond this value constitute one-time reimbursements for direct and/or indirect damages resulting from the acquisition or use of the easement.

The Buyer shall include a check for the sum of $ 3,500.00 with said written notification to the Seller. The temporary easement will terminate upon the approval of the completed work, unless sooner terminated if deemed no longer necessary.

Upon completion of construction, or when the Temporary Easement is no longer necessary, the Grantee shall promptly restore the Easement Area to as near its original condition as reasonably practicable, or to a condition equal to or better than that which existed immediately prior to the commencement of Grantee's use, reasonable wear and tear excepted. All restoration work shall be performed at the sole cost and expense of the Grantee.

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

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

8. **MARKETABILITY OF TITLE.** If deemed necessary by the Buyer to ensure good, valid and marketable fee simple and/or permanent easement title to the Property, Buyer shall pay for such curative actions necessary to clear title. Curative action is defined as such actions or efforts required to clear title, including but not limited to attending meetings, document preparation, obtaining releases and recording documents necessary to establish good, valid, and marketable fee simple and/or permanent easement title.

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

9. **RECORDING COSTS, TRANSFER TAX & CLOSING ADJUSTMENTS.** Buyer will pay all recording fees and the real property transfer tax, if applicable. The following, as applicable and as deemed appropriate by the Buyer, will be prorated and adjusted between Seller and Buyer as of the date of closing: current taxes computed on a fiscal year basis, excluding delinquent items, interest and penalties; rent payments; current common charges or assessments.

10. **INSURANCE.** The Buyer shall require that its contractor performing work on the Property shall, at all times during the duration of the project, be required to have standard liability insurance covering personal injuries and property damage caused by the contractor while working on the property.

11. **ENTIRE AGREEMENT.** This Agreement when signed by both the Seller and the Buyer contains all the agreements of the parties hereto. There are no promises, agreements, terms, conditions, warranties, representations, or statements other than contained herein. No verbal agreements or promises will be binding. This Agreement may not be changed orally.

    NOTICES. All notices contemplated by this Agreement shall be in writing and delivered by a.) certified or registered mail, return receipt requested, b.) by email or c) by personal delivery. Notices shall be deemed delivered upon receipt. Any notices relating to this Agreement may be given or received by the parties or the attorneys for the parties.

12. **SUCCESSORS AND ASSIGNS.** This Agreement shall inure to the benefit of and be binding upon Seller and Buyer, their respective heirs, personal representatives, successors and/or assigns.

AGREEMENT TO PURCHASE REAL PROPERTY

IN WITNESS WHEREOF, on this 10th day of June, in the year 2016, the parties have entered into this Agreement.

GRANTOR | PROPERTY OWNER

Signature: _____

Print Name: J.T. Sprock

Title: Property Owner / Principal

Company: 2 Brothers of CNY LLC

Date: 6/10/2016



GRANTEE | PROJECT SPONSOR

Signature: _____

Print Name: _____

Title: _____

Sponsor: City of Rome

Date: _____

MERRICK ROAD CULVERT REPLACEMENT
OVER TRIBUTARY OF WOOD CREEK

CITY OF ROME
ACQUISTION MAP
PIN 275482

MAP NO. 3
PARCEL NO. 1
SHEET 1 OF 2 SHEETS

MAP REFERENCE INFORMATION:

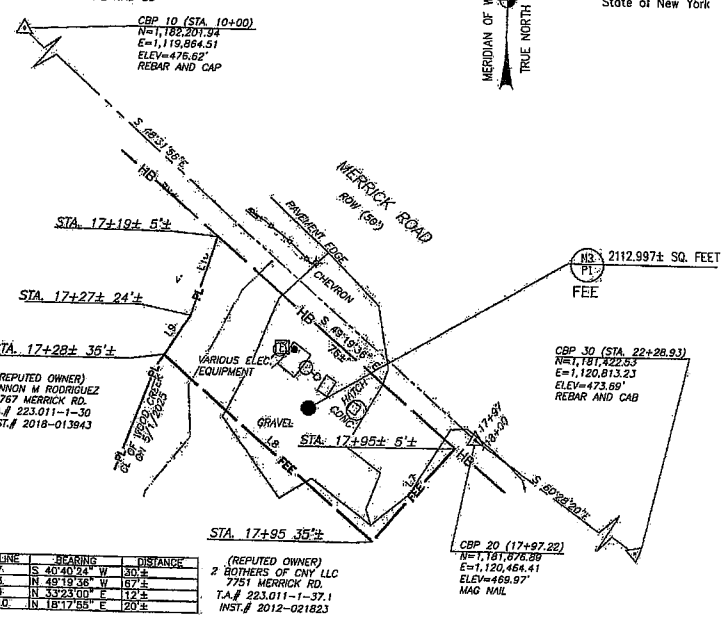
Parcel Locater Point:
Parcel No: 1
N: 1181724.396
E: 1120401.802

N.Y.S.P.C.S. CENTRAL ZONE NAD 83

2 BROTHERS OF CNY LLC
(REPUTED OWNER)
TRN #3
CCD Inst# 2012-021823

MERIDIAN OF WEST LONGITUDE
TRUE NORTH AT THE 76°35'

PARCEL SUMMARY:
Type: Parcel 1 FEE
Portion of 2024 Tax Map Ref.
No. 223.011-1-37.1
City of Rome
County of Oneida
State of New York



LINE	BEARING	DISTANCE
L7	S 40°40'24" W	30'±
L8	N 49°19'36" W	67'±
L9	N 33°23'00" E	12'±
L10	N 18°17'55" E	20'±

(REPUTED OWNER)
2 BOTHERS OF CNY LLC
7751 MERRICK RD.
T.A.# 223.011-1-37.1
INST.# 2012-021823

RECEIVED
JUN 16 2026
Rome Assessor's Office

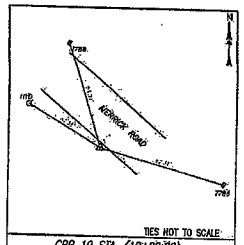
0 20' 40' 60'
1" = 20'

PREPARED BY T. DUDU CHECKED BY K. BAYLOR FINAL CHECK BY S. MACDONALD P.L.S.

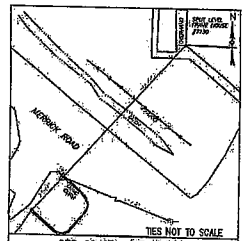
MERRICK ROAD CULVERT REPLACEMENT
OVER TRIBUTARY OF WOOD CREEK

CITY OF ROME
ACQUISTION MAP
PIN 275482

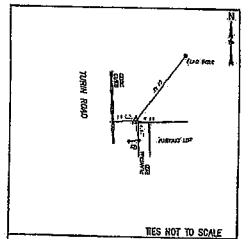
MAP NO. 3
PARCEL NO. 1
SHEET 2 OF 2 SHEETS



CBP 10 STA. (10+00.00)
CBP 10 IS A REBAR WITH 1" CAP SET ON THE SOUTH SIDE OF THE MERRICK ROAD AND LOCATED APPROXIMATELY 178' WEST OF THE INTERSECTION OF MERRICK ROAD AND TURIN ROAD
NYSPCS CENTRAL ZONE NAD 83 (2011) NAVD 88
N=1,182,201.94
E=1,119,884.51
ELEV=476.82'



CBP 20 STA. (17+27.22)
CBP 20 IS A MAG NAIL SET ON THE SOUTH SIDE MERRICK ROAD AND LOCATED APPROXIMATELY 376' WEST OF THE INTERSECTION OF MERRICK ROAD AND TURIN ROAD
NYSPCS CENTRAL ZONE NAD 83 (2011) NAVD 88
N=1,181,976.89'
E=1,120,484.41'
ELEV=469.97'



CBP 30 STA. (22+28.93)
CBP 30 IS A REBAR AND CAP SET ON THE EAST SIDE OF TURIN ROAD AND LOCATED APPROXIMATELY 63' NORTHWEST OF THE INTERSECTION OF TURIN AND MERRICK ROAD
NYSPCS CENTRAL ZONE NAD 83 (2011) NAVD 88
N=1,181,423.53
E=1,120,813.23
ELEV=473.69'

All that piece or parcel hereinafter designated designated as Parcel No.1, situate in the City of Rome, County of Oneida, State of New York, as shown on the accompanying map and described as follows:

Beginning at a point on the Southerly Right of Way of Merrick Road (50.0' wide) and the centerline of Wood Creek, said point being on the division line of lands now or formerly of 2 Bothers of CNY LLC (reputed owner) to the West and lands now or formerly of Shannon M Rodriguez (reputed owner) to the East, said point also being a distance of 5'± Southerly, measured at a right angle, from Sta. 17+19 of the 2025 Survey Baseline, thence; S 49°19'36" E along aforesaid Right Of Way a Distance of 76'±to a point on the right of way, said point also being 5'± measured at a right angle, from Sta. 17+95± of said Baseline, thence; S 40°40'24 W through the lands of 2 Bothers of CNY LLC a distance of 30'± to a point, said point also 35'± measured at a right angle, from Sta. 17+95± of said Baseline, Thence; N 49°19'36" W through the lands of 2 Bothers of CNY LLC a distance 67'± to a point on the central line of Wood Creek and aforesaid division line. Said point also being 35'± measured at a right angle, from Sta. 17+28'± of said Baseline, Thence N 33°23'00" E along the central line of Wood Creek and the aforesaid division line a distance 12'±, said point also being a Distance of 24'± measured at a right angle, from Sta. 17+27'± of said Baseline. Thence; N 18°17'55" E along said central line and division line a distance 20'± to the Aforesaid Right of Way and the point and place of beginning. Said point also being 5'± measured at a right angle, from Sta. 17+19'± of said Baseline

The above mentioned survey baseline is a portion of the 2025 survey baseline for the Merrick Road culvert replacement over Wood Creek. Beginning at Station 10+00.00; thence S 48°31'56" E to Station 12+94.53; thence S 60°28'20" E to Station 22+28.93
All bearings referred to True North at the 76°–35' Meridian of West Longitude.

I hereby certify to the Commissioner of the New York Department of Transportation that the property mapped above is necessary for this project, and the acquisition thereof is recommended.

_____ 20____

Jeffrey Lanigan
Mayor of Rome
City of Rome, New York

STATE OF NEW YORK
DANIEL JAMES MACDONALD
050613
LICENSED LAND SURVEYOR

2 BROTHERS OF CNY LLC
(REPUTED OWNER)

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

I hereby certify that this map was prepared in accordance with current NYSDOT policies, standards and procedures.

Date June 15, 2026

DANIEL J. MACDONALD P.L.S.
NYS PLS #050613

RECEIVED
JUN 16 2026
Rome Assessor's Office

PREPARED BY T. DUNN CHECKED BY A. BAYLOR FINAL CHECK BY D. MACDONALD P.L.S.

BOARD OF ESTIMATE AND CONTRACT SEPTEMBER 24, 2026

RESOLUTION NO. 184

AUTHORIZING THE APPROVAL OF A TEMPORARY EASEMENT FOR THE PROPERTY LOCATED AT 7767 MERRICK ROAD.

By _____:

WHEREAS, Joseph Guiliano, Commissioner of Public Works for the City of Rome, New York, has requested authorization to enter into a temporary easement agreement for the property located at 7767 Merrick Road for the Merrick Road Bridge project; now, therefore

BE IT RESOLVED, that the Mayor of the City of Rome be and is hereby authorized to enter into a temporary easement agreement, approved by the Corporation Counsel, for the property located at 7767 Merrick Road for the Merrick Road Bridge project.

Seconded by _____.

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

ADOPTED____ DEFEATED____

AGREEMENT TO CONVEY TEMPORARY AND PERMANENT EASEMENTS

Project: **Merrick Road Culvert**

Property: **7767 Merrick Road, Rome NY 13440**

PIN No: **2754.82** Map(s): **5 & 6** Parcels(s): **1**

By this Agreement Shannon Rodriguez (hereinafter "Seller"), agrees to sell and City of Rome, (hereinafter "Buyer") agrees to convey temporary and permanent easement of real property interest(s) described below required for public right of way purposes only.

1. **PROPERTY DESCRIPTION.** The Seller agrees to sell, grant, and convey:
   A portion of property necessary to complete the Merrick Road Culvert project located in Oneida County, City of Rome, at 7767 Merrick Road, Rome, NY 13440, further described as being a portion of the Seller's lands described in Warranty Deed dated Invalid Date, and recorded on January 20, 2023 in book 2023 of Deeds at page 720, Instrument No. 2023-000720 in the Office of the County Clerk for Oneida County, New York and assigned Tax Map No. 223.011-1-30, and being the same lands designated as Map(s) 5 & 6, Parcel(s) 1, attached hereto as Exhibit "A" (the "Property").

   GPI is working for the City of Rome to provide professional engineering services related to the Merrick Road Culvert project. The project involves replacing an existing culvert that is in very poor condition and no longer meets current needs. The structure shows significant deterioration and is vulnerable during major storms, creating safety concerns and the potential risk to nearby public utilities. It is also the only access route for residents and emergency services serving the surrounding neighborhood. The goal of the project is to completely replace the existing culvert with a new, properly sized structure that improves safety, reliability, and long-term performance. The project will focus on correcting current deficiencies while maintaining access to residents throughout construction.

2. **IMPROVEMENTS INCLUDED IN THE CONVEYANCE OF EASEMENT.** The following improvements, if any, now in or on the Property are included as a part of the sale pursuant to this Agreement:
   - All property disturbed within the easement area(s) shall be restored, as nearly as practicable, to its original condition, including grading, surfaces, and vegetation, in accordance with applicable project specifications.
   - 1,000 sf of lawn and four (4) trees (erosion control, screenage).

3. **PURCHASE PRICE OF EASEMENTS.** The total purchase price is **$ 4,100.00 FOUR THOUSAND ONE HUNDRED DOLLARS AND 00/100.**
   The Purchase Price includes the Property described in paragraph 1 and the improvements described in paragraph 2.

4. **PAYMENT.** Upon Buyer's receipt and approval of this Agreement signed by the Seller, and after authorization by appropriate administrative and legal entities as may be required by statute, and after Buyer has provided all papers necessary to convey clear title, Buyer shall pay the full Purchase Price.
   In the event of any outstanding liens, a release may be required from the lien holder. Any outstanding lien payments shall be authorized by the Seller. At the time of payment, the Buyer shall issue separate checks for any such obligations and the adjusted purchase price paid to the Seller.

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

6. **BUYER'S POSSESSION OF THE PROPERTY.** The possession and term of all temporary easements shall commence within nine months of the execution date of the temporary easement agreement. The term for all temporary easement(s) shall be for 1 Year. At the option of the Buyer, a one-year temporary easement may be extended for two (2) additional one-year terms and a two-year temporary easement may be extended for one (1) additional one-year term. Prior to the expiration of the initial term, or each extended term of the temporary easement, the Buyer shall notify the Seller in writing of its intention to exercise its option of extending the term of the temporary easement for an additional year. The compensation for each additional term shall be $ 700.00. The compensation stated herein reflects the fair market value of the temporary easement. Any additional amounts paid beyond this value constitute one-time reimbursements for direct and/or indirect damages resulting from the acquisition or use of the easement.

   The Buyer shall include a check for the sum of $ 700.00 with said written notification to the Seller. The temporary easement will terminate upon the approval of the completed work, unless sooner terminated if deemed no longer necessary.

Upon completion of construction, or when the Temporary Easement is no longer necessary, the Grantee shall promptly restore the Easement Area to as near its original condition as reasonably practicable, or to a condition equal to or better than that which existed immediately prior to the commencement of Grantee's use, reasonable wear and tear excepted. All restoration work shall be performed at the sole cost and expense of the Grantee.

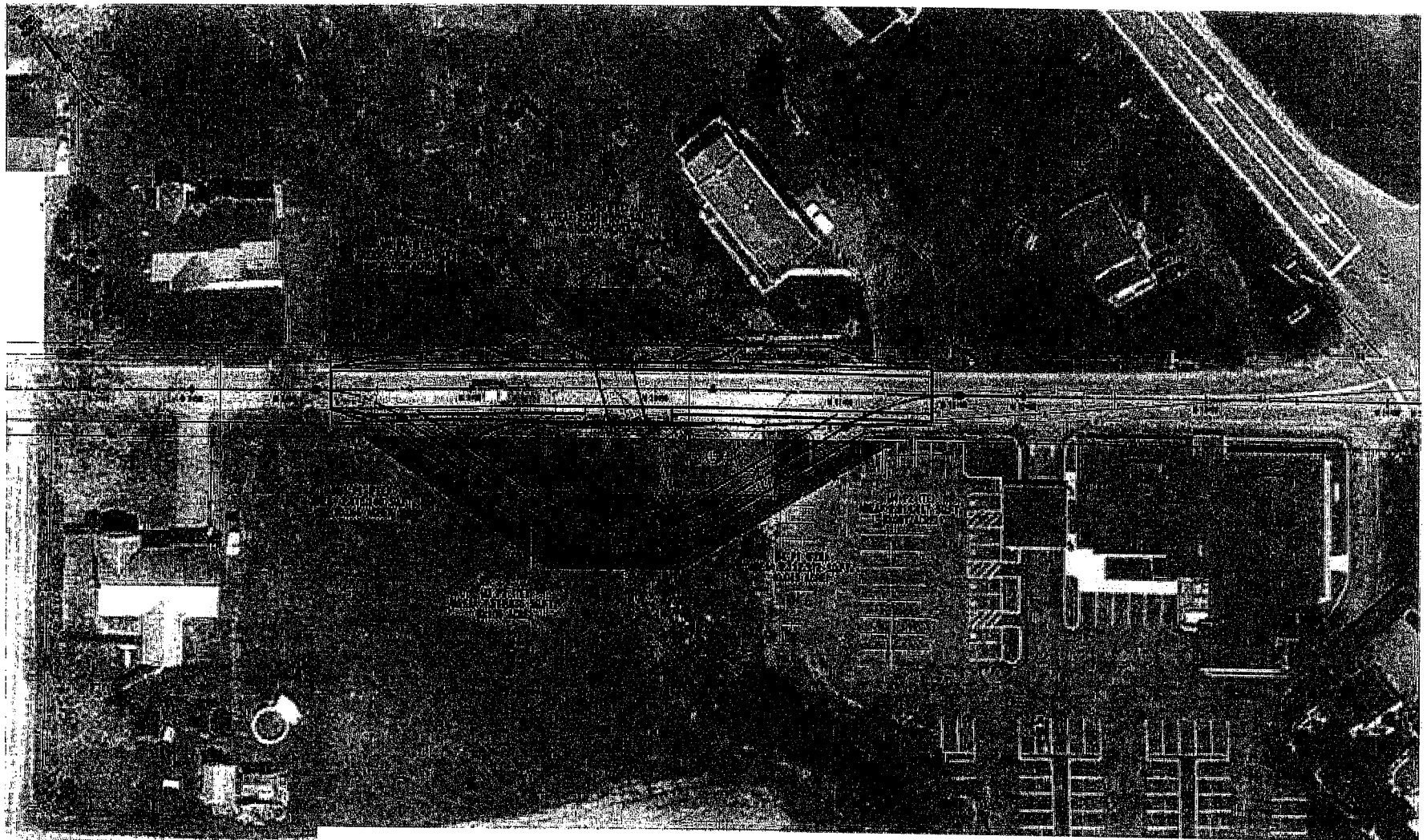
7. **TITLE DOCUMENTS.** Buyer shall provide the following documents in connection with the sale:
   - Deed. Buyer will prepare and deliver to the Seller for execution at the time of closing all documents required to grant and convey the real property interest(s) and improvements described in paragraphs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

   The Seller shall be responsible for the cost to satisfy liens and encumbrances ("Encumbrances") identified by the Buyer. If there are any encumbrance's which can be cured by the payment of money, Seller shall cure such Encumbrances. The cost to cure such Encumbrances shall be deducted from the Purchase Price stated in paragraph 3 and paid to the appropriate party by the Buyer at the time of closing.
9. **RECORDING COSTS, TRANSFER TAX & CLOSING ADJUSTMENTS.** Buyer will pay all recording fees and the real property transfer tax, if applicable. The following, as applicable and as deemed appropriate by the Buyer, will be prorated and adjusted between Seller and Buyer as of the date of closing: current taxes computed on a fiscal year basis, excluding delinquent items, interest and penalties; rent payments; current common charges or assessments.
10. **INSURANCE.** The Buyer shall require that its contractor performing work on the Property shall, at all times during the duration of the project, be required to have standard liability insurance covering personal injuries and property damage caused by the contractor while working on the property.
11. **ENTIRE AGREEMENT.** This Agreement when signed by both the Seller and the Buyer contains all the agreements of the parties hereto. There are no promises, agreements, terms, conditions, warranties, representations, or statements other than contained herein. No verbal agreements or promises will be binding. This Agreement may not be changed orally.

    NOTICES. All notices contemplated by this Agreement shall be in writing and delivered by a.) certified or registered mail, return receipt requested, b.) by email or c) by personal delivery. Notices shall be deemed delivered upon receipt. Any notices relating to this Agreement may be given or received by the parties or the attorneys for the parties.
12. **SUCCESSORS AND ASSIGNS.** This Agreement shall inure to the benefit of and be binding upon Seller and Buyer, their respective heirs, personal representatives, successors and/or assigns.

IN WITNESS WHEREOF, on this 19th day of June, in the year 2026 the parties have entered into this Agreement.

GRANTOR | PROPERTY OWNER		GRANTEE | PROJECT SPONSOR	
Signature:		Signature:	
Print Name:	Shannon Rodriguez	Print Name:	
Title:	Property Owner	Title:	
Company:		Sponsor:	City of Rome
Date:	06-19-2026	Date:	



THIS DRAWING IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. THE DRAWING CONTENTS ARE NOT AN APPROVED FINAL CONSTRUCTION CONTRACT DOCUMENT.

COUNTY: REGION:

PIN

BRIDGES

CULVERTS

ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED.

CONTRACT NUMBER

DRAWING NO.

SHEET NO.

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

FILE NAME :
DATE/TIME : DRAWING/CONTENTS
USER : DOWNSTREAM

MERRICK ROAD CULVERT REPLACEMENT
OVER TRIBUTARY OF WOOD CREEK

CITY OF ROME
ACQUISTION MAP
PIN 275482

MAP NO. 5
PARCEL NO. 1
SHEET 1 OF 2 SHEETS

MAP REFERENCE INFORMATION:

Parcel Locator Point:
Parcel No: 1
N: 1181724.396
E: 1120401.802

N.Y.S.P.C.S. CENTRAL ZONE
NAD 83

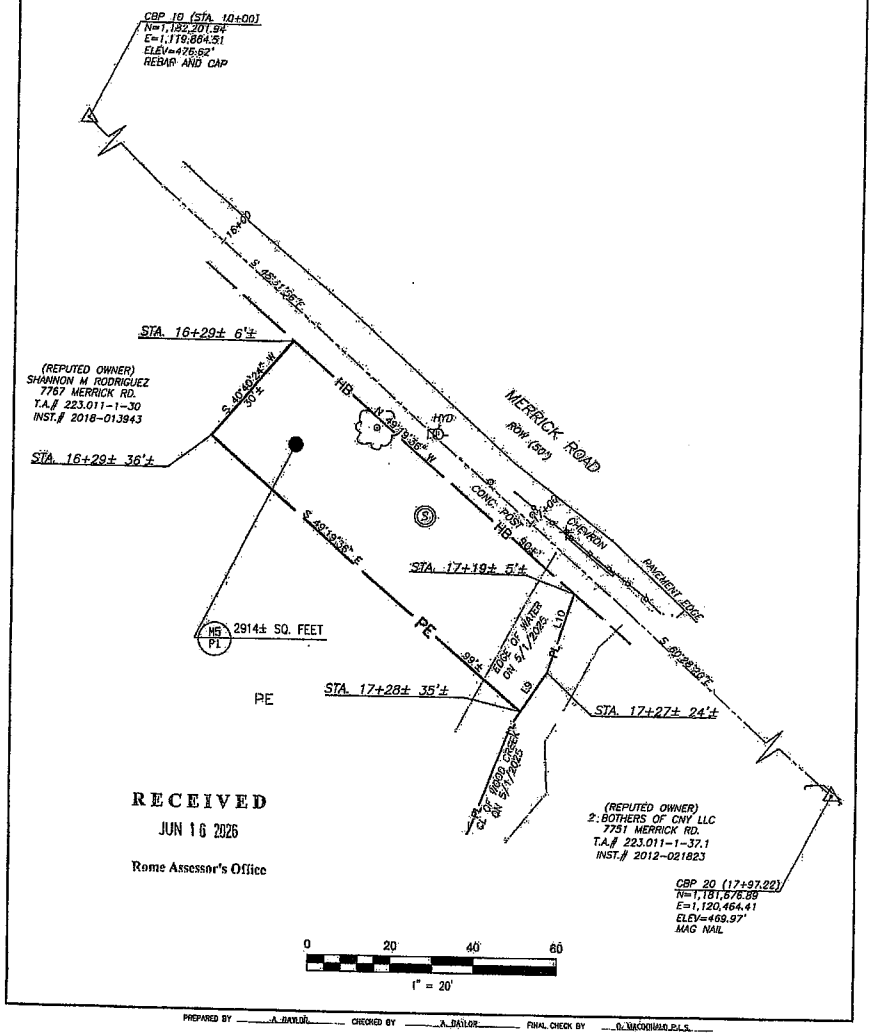
SHANNON M. RODRIGUEZ
(REPUTED OWNER)
TRN #5
CCD Inst# 2018-013943

(REPUTED OWNER)
SHANNON M RODRIGUEZ
7767 MERRICK RD.
T.A.# 223.011-1-30
INST.# 2018-013943

MERIDIAN OF WEST LONGITUDE
TRUE NORTH AT THE 76°35'

PARCEL SUMMARY:
Type: Parcel 1 Permanent Easement
Portion of 2024 Tax Map Ref.
No. 223.011-1-30
City of Rome
County of Oneida
State of New York

LINE	BEARING	DISTANCE
L9	N. 33°23'00" E.	12'±
L10	N. 18°17'55" E.	20'±



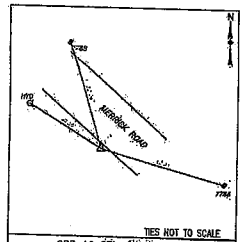
RECEIVED
JUN 16 2026
Rome Assessor's Office

PREPARED BY A. BAYLOR CHECKED BY A. BAYLOR FINAL CHECK BY C. MACDONALD, P.L.S.

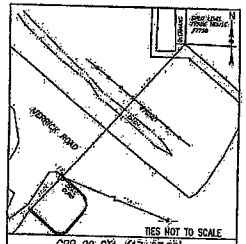
MERRICK ROAD CULVERT REPLACEMENT
OVER TRIBUTARY OF WOOD CREEK

CITY OF ROME
ACQUISITION MAP
PIN 275482

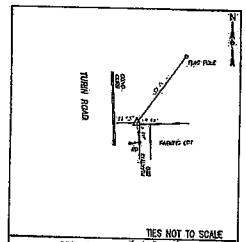
MAP NO. 5
PARCEL NO. 1
SHEET 2 OF 2 SHEETS



CBP 10 STA. (10+00.00)
CBP 10 IS A REBAR WITH A CAP SET ON THE SOUTH SIDE OF THE MERRICK ROAD AND LOCATED APPROXIMATELY 110'± WEST OF THE INTERSECTION OF MERRICK ROAD AND TURRIN ROAD
NYSPCS CENTRAL ZONE NAD 83 (2011) NAVD 88
N=1,182,201.94
E=1,119,864.51
ELEV=476.62'



CBP 20 STA. (17+97.22)
CBP 20 IS A MAG NAIL SET ON THE SOUTH SIDE MERRICK ROAD AND LOCATED APPROXIMATELY 376' WEST OF THE INTERSECTION OF MERRICK ROAD AND TURRIN ROAD
NYSPCS CENTRAL ZONE NAD 83 (2011) NAVD 88
N=1,181,676.89
E=1,120,464.41
ELEV=468.97'



CBP 30 STA. (22+28.93)
CBP 30 IS A REBAR AND CAP SET ON THE EAST SIDE OF TURRIN ROAD AND LOCATED APPROXIMATELY 93' NORTHWEST OF THE INTERSECTION OF TURRIN AND MERRICK ROAD
NYSPCS CENTRAL ZONE NAD 83 (2011) NAVD 88
N=1,181,422.53
E=1,120,813.23
ELEV=473.82'

A permanent easement to be exercised in, on over the property above delineated for the purpose of constructing, reconstructing and maintaining thereon a city highway, together with such bridges and other facilities in connection therewith as deemed necessary by the city of Rome in and to all the piece of property designated as Parcel No. 1, as shown on the accompany map.

RESERVING, however, to the owner of any rights, title or interest in and the property above delineated, and such owner's successors or assigns, the right to access and the right of using the said property and such shall not be further limited or restricted under this easement beyond that which is necessary to effectuate its purposes for, and established by, the construction or reconstruction, the maintenance, of the herein identified project.

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

Date _____ 20__

Jeffrey Lunigan
Mayor of Rome
City of Rome, New York

STATE OF NEW YORK
JAMES MACDONALD
050613
LICENSED LAND SURVEYOR

SHANNON M. RODRIGUEZ
(REPUTED OWNER)

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

I hereby certify that this map was prepared in accordance with current NYSDOT policies, standards and procedures.

Date June 15, 2026

DANIEL J. MACDONALD P.L.S.
NYS PLS #050613

RECEIVED
JUN 16 2026
Rome Assessor's Office

PREPARED BY T. DUBIN CHECKED BY A. BAYLOR FINAL CHECK BY D. MACDONALD P.L.S.

BOARD OF ESTIMATE AND CONTRACT SEPTEMBER 24, 2026

RESOLUTION NO. 185

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH SHANNON RODRIGUEZ FOR THE PURCHASE OF 7767 MERRICK ROAD ($4,100.00).

By _____:

WHEREAS, Jeffrey M. Lanigan, Mayor of the City of Rome, New York, has recommended that the City of Rome enter into an Agreement with Shannon Rodriguez for the purchase of 7767 Merrick Road, now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that it does authorize the Mayor of the City of Rome, New York, to enter into an Agreement with Shannon Rodriguez for the purchase of 7767 Merrick Road, pursuant to the agreement attached hereto and made part of this Resolution.

Seconded by _____.

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

ADOPTED____ DEFEATED____

AGREEMENT TO CONVEY TEMPORARY AND PERMANENT EASEMENTS

Project: **Merrick Road Culvert**

Property: **7767 Merrick Road, Rome NY 13440**

PIN No: **2754.82** Map(s): **5 & 6** Parcels(s): **1**

By this Agreement Shannon Rodriguez (hereinafter "Seller"), agrees to sell and City of Rome, (hereinafter "Buyer") agrees to convey temporary and permanent easement of real property interest(s) described below required for public right of way purposes only.

1. **PROPERTY DESCRIPTION.** The Seller agrees to sell, grant, and convey:
   A portion of property necessary to complete the Merrick Road Culvert project located in Oneida County, City of Rome, at 7767 Merrick Road, Rome, NY 13440, further described as being a portion of the Seller's lands described in Warranty Deed dated Invalid Date, and recorded on January 20, 2023 in book 2023 of Deeds at page 720, Instrument No. 2023-000720 in the Office of the County Clerk for Oneida County, New York and assigned Tax Map No. 223.011-1-30, and being the same lands designated as Map(s) 5 & 6, Parcel(s) 1, attached hereto as Exhibit "A" (the "Property").

   GPI is working for the City of Rome to provide professional engineering services related to the Merrick Road Culvert project. The project involves replacing an existing culvert that is in very poor condition and no longer meets current needs. The structure shows significant deterioration and is vulnerable during major storms, creating safety concerns and the potential risk to nearby public utilities. It is also the only access route for residents and emergency services serving the surrounding neighborhood. The goal of the project is to completely replace the existing culvert with a new, properly sized structure that improves safety, reliability, and long-term performance. The project will focus on correcting current deficiencies while maintaining access to residents throughout construction.

2. **IMPROVEMENTS INCLUDED IN THE CONVEYANCE OF EASEMENT.** The following improvements, if any, now in or on the Property are included as a part of the sale pursuant to this Agreement:
   - All property disturbed within the easement area(s) shall be restored, as nearly as practicable, to its original condition, including grading, surfaces, and vegetation, in accordance with applicable project specifications.
   - 1,000 sf of lawn and four (4) trees (erosion control, screenage).

3. **PURCHASE PRICE OF EASEMENTS.** The total purchase price is **$ 4,100.00 FOUR THOUSAND ONE HUNDRED DOLLARS AND 00/100.**
   The Purchase Price includes the Property described in paragraph 1 and the improvements described in paragraph 2.

4. **PAYMENT.** Upon Buyer's receipt and approval of this Agreement signed by the Seller, and after authorization by appropriate administrative and legal entities as may be required by statute, and after Buyer has provided all papers necessary to convey clear title, Buyer shall pay the full Purchase Price.
   In the event of any outstanding liens, a release may be required from the lien holder. Any outstanding lien payments shall be authorized by the Seller. At the time of payment, the Buyer shall issue separate checks for any such obligations and the adjusted purchase price paid to the Seller.

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

6. **BUYER'S POSSESSION OF THE PROPERTY.** The possession and term of all temporary easements shall commence within nine months of the execution date of the temporary easement agreement. The term for all temporary easement(s) shall be for 1 Year. At the option of the Buyer, a one-year temporary easement may be extended for two (2) additional one-year terms and a two-year temporary easement may be extended for one (1) additional one-year term. Prior to the expiration of the initial term, or each extended term of the temporary easement, the Buyer shall notify the Seller in writing of its intention to exercise its option of extending the term of the temporary easement for an additional year. The compensation for each additional term shall be $ 700.00. The compensation stated herein reflects the fair market value of the temporary easement. Any additional amounts paid beyond this value constitute one-time reimbursements for direct and/or indirect damages resulting from the acquisition or use of the easement.

   The Buyer shall include a check for the sum of $ 700.00 with said written notification to the Seller. The temporary easement will terminate upon the approval of the completed work, unless sooner terminated if deemed no longer necessary.

Upon completion of construction, or when the Temporary Easement is no longer necessary, the Grantee shall promptly restore the Easement Area to as near its original condition as reasonably practicable, or to a condition equal to or better than that which existed immediately prior to the commencement of Grantee's use, reasonable wear and tear excepted. All restoration work shall be performed at the sole cost and expense of the Grantee.

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

   The Seller shall be responsible for the cost to satisfy liens and encumbrances ("Encumbrances") identified by the Buyer. If there are any encumbrance's which can be cured by the payment of money, Seller shall cure such Encumbrances. The cost to cure such Encumbrances shall be deducted from the Purchase Price stated in paragraph 3 and paid to the appropriate party by the Buyer at the time of closing.
9. **RECORDING COSTS, TRANSFER TAX & CLOSING ADJUSTMENTS.** Buyer will pay all recording fees and the real property transfer tax, if applicable. The following, as applicable and as deemed appropriate by the Buyer, will be prorated and adjusted between Seller and Buyer as of the date of closing: current taxes computed on a fiscal year basis, excluding delinquent items, interest and penalties; rent payments; current common charges or assessments.
10. **INSURANCE.** The Buyer shall require that its contractor performing work on the Property shall, at all times during the duration of the project, be required to have standard liability insurance covering personal injuries and property damage caused by the contractor while working on the property.
11. **ENTIRE AGREEMENT.** This Agreement when signed by both the Seller and the Buyer contains all the agreements of the parties hereto. There are no promises, agreements, terms, conditions, warranties, representations, or statements other than contained herein. No verbal agreements or promises will be binding. This Agreement may not be changed orally.

    NOTICES. All notices contemplated by this Agreement shall be in writing and delivered by a.) certified or registered mail, return receipt requested, b.) by email or c) by personal delivery. Notices shall be deemed delivered upon receipt. Any notices relating to this Agreement may be given or received by the parties or the attorneys for the parties.
12. **SUCCESSORS AND ASSIGNS**. This Agreement shall inure to the benefit of and be binding upon Seller and Buyer, their respective heirs, personal representatives, successors and/or assigns.

IN WITNESS WHEREOF, on this 19th day of June, in the year 2026 the parties have entered into this Agreement.

GRANTOR | PROPERTY OWNER

Signature: X _____

Print Name: **Shannon Rodriguez**

Title: **Property Owner**

Company: _____

Date: 06-19-2026

GRANTEE | PROJECT SPONSOR

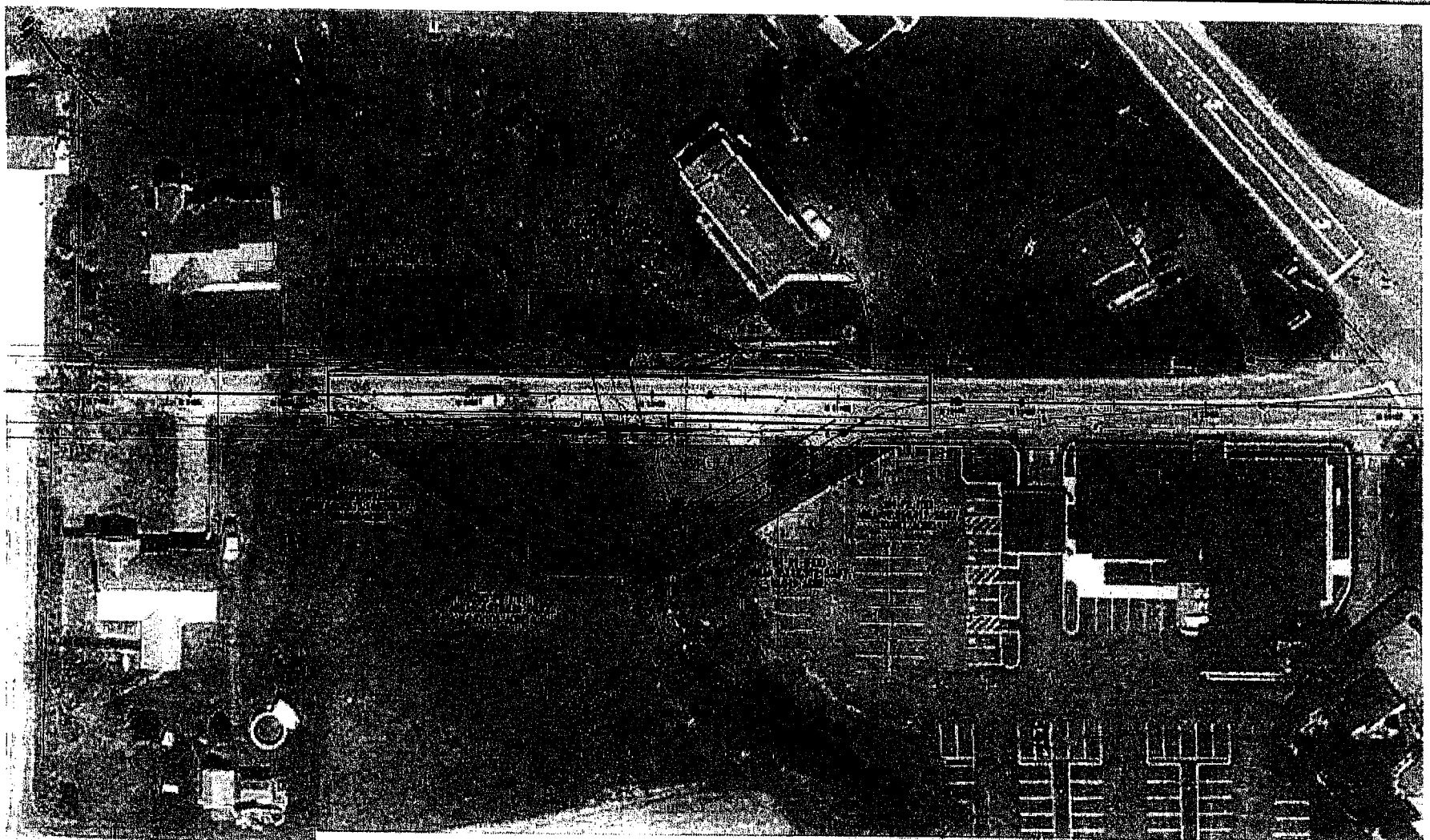
Signature: _____

Print Name: _____

Title: _____

Sponsor: **City of Rome**

Date: _____



THIS DRAWING IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. THE DRAWING CONTENTS ARE NOT AN APPROVED FINAL CONSTRUCTION CONTRACT DOCUMENT.

COUNTY: SECTION:

PIN

BRIDGES

CULVERTS

ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED

CONTRACT NUMBER

DRAWING NO.

SHEET NO.

Department of Transportation

MERRICK ROAD CULVERT REPLACEMENT
OVER TRIBUTARY OF WOOD CREEK

CITY OF ROME
ACQUISTION MAP
PIN 275482

MAP NO. 6
PARCEL NO. 1
SHEET 1 OF 2 SHEETS

MAP REFERENCE INFORMATION:
Parcel Locater Point:
Parcel No: 1
N: 1181724.396
E: 1120401.802

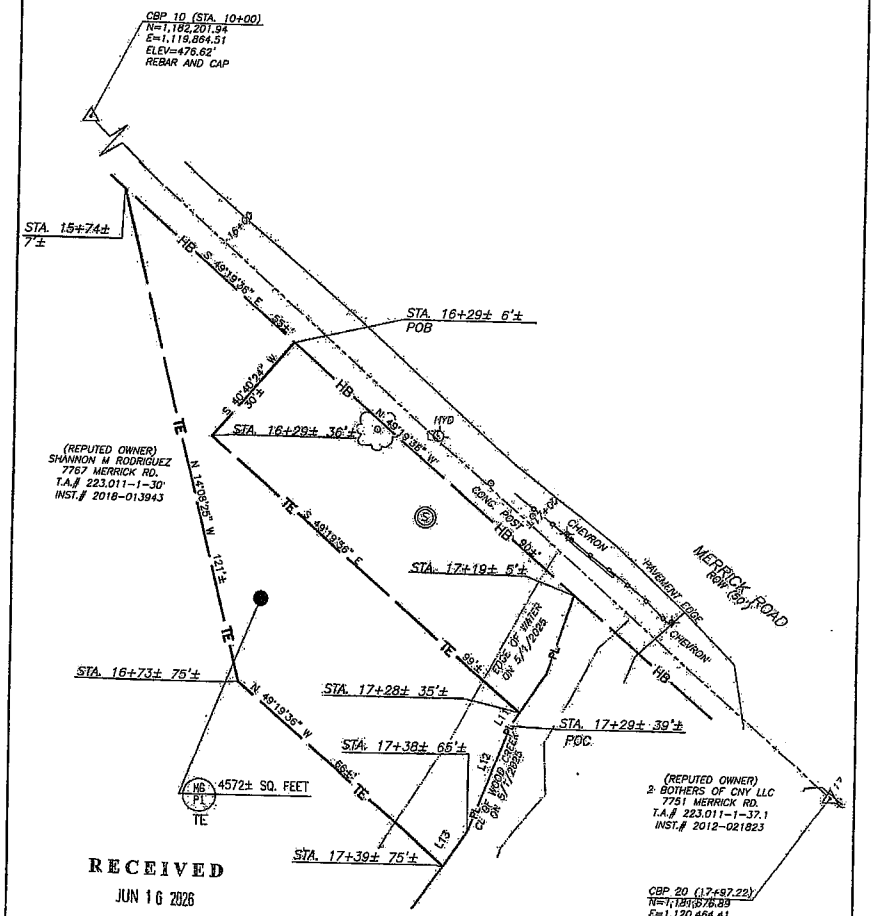
N.Y.S.P.C.S. CENTRAL ZONE
NAD 83

SHANNON M. RODRIGUEZ
(REPUTED OWNER)
TRN: #6
CCD Inst# 2018-013943

MERIDIAN OF WEST LONGITUDE
TRUE NORTH AT THE 76°35'

PARCEL SUMMARY:
Type: Parcel 1 Temporary Easement
Portion of 2024 Tax Map Ref.
No. 223.011-1-30
City of Rome
County of Oneida
State of New York

LINE	BEARING	DISTANCE
L1	S. 33°23'00" W.	4'±
L2	S. 21°11'15" W.	28'±
L3	S. 35°05'19" W.	10'±



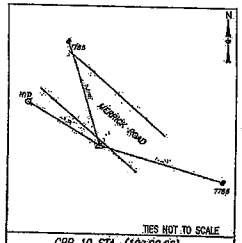
RECEIVED
JUN 16 2026
Rome Assessor's Office

PREPARED BY A. BAYLOR CHECKED BY A. BAYLOR FINAL CHECK BY D. MACDONALD P.L.S.

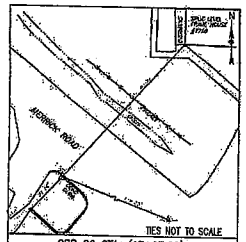
MERRICK ROAD CULVERT REPLACEMENT
OVER TRIBUTARY OF WOOD CREEK

CITY OF ROME
ACQUISTION MAP
PIN 275482

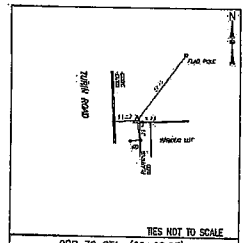
MAP NO. 6
PARCEL NO. 1
SHEET 2 OF 2 SHEETS



CBP 10 STA. (10+00.00)
CBP 10 IS A REBAR WITH A CAP SET ON THE SOUTH SIDE OF THE MERRICK ROAD AND LOCATED APPROXIMATELY 1178' WEST OF THE INTERSECTION OF MERRICK ROAD AND TURIN ROAD
NYSPCS CENTRAL ZONE NAD 83 (2011) NAVD 88
N=1,182,201.84
E=1,118,864.51
ELEV=476.62'



CBP 20 STA. (17+97.22)
CBP 20 IS A MAG NAIL SET ON THE SOUTH SIDE MERRICK ROAD AND LOCATED APPROXIMATELY 376' WEST OF THE INTERSECTION OF MERRICK ROAD AND TURIN ROAD
NYSPCS CENTRAL ZONE NAD 83 (2011) NAVD 88
N=1,181,670.89
E=1,120,464.41
ELEV=469.97'



CBP 30 STA. (22+28.93)
CBP 30 IS A REBAR AND CAP SET ON THE EAST SIDE OF TURIN ROAD AND LOCATED APPROXIMATELY 83' NORTHWEST OF THE INTERSECTION OF TURIN AND MERRICK ROAD
NYSPCS CENTRAL ZONE NAD 83 (2011) NAVD 88
N=1,181,422.53
E=1,120,813.23
ELEV=473.89'

TEMPORARY EASEMENT FOR WORK AREA

All that piece or parcel of property hereinafter designated as Parcel No. 1 situate in the city of Rome, County of Oneida, State of New York, as shown on the accompanying map and described as follows:

A temporary easement to be exercised in, on, and over the property delineated above as Parcel No. 1, for the purpose of a work area in connection with the reconstruction of the highway and appurtenances for use and exercisable during the reconstruction of the highway and terminating upon the approval of the completed work, unless sooner terminated if deemed no longer necessary for highway purposes and released by the City of Rome, or its assigns. Such easement shall be exercised in and to all that piece or parcel of property designated as Parcel No. 1 as shown on the accompanying map.

RESERVING, however, to the owner of any right, title, or interest in and to the property delineated as Parcel No. 1 above, and such owner's successors or assigns, the right of access and the right of using said property and such use shall not be further limited or restricted under this easement beyond that which is necessary to effectuate its purposes for the construction or reconstruction of the herein identified project.

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

Date _____, 20__

Jeffrey Lanigan
Mayor of Rome
City of Rome, New York

STATE OF NEW YORK
DANIEL JAMES MACDONALD
050613
LICENSED LAND SURVEYOR

SHANNON M. RODRIGUEZ
(REPUTED OWNER)

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

I hereby certify that this map was prepared in accordance with current NYSDOT policies, standards and procedures.

Date June 15, 2026

DANIEL J. MACDONALD P.L.S.
NYS PLS #050613

RECEIVED
JUN 16 2026
Rome Assessor's Office

PREPARED BY T. DUNN CHECKED BY A. DAYLOR FINAL CHECK BY D. MACDONALD P.L.S.

BOARD OF ESTIMATE AND CONTRACT SEPTEMBER 24, 2026

RESOLUTION NO. 186

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO A MEMORADNUM OF AGREEMENT WITH THE CSEA UNION.

By _____:

WHEREAS, Brain Adams, Treasurer for the City of Rome, New York, has recommended that the City of Rome, New York, execute and enter into a Memorandum of Agreement with the CSEA Union to increase an existing job class (Insurance and Benefits Clerk) from a 99 grade to a 104 grade; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, that the Mayor of the City of Rome is hereby authorized to execute and enter into a Memorandum of Agreement with the CSEA Union to increase an existing job class (Insurance and Benefits Clerk) from a 99 grade to a 104 grade, pursuant to the attached draft, which are made part of this Resolution.

Seconded by _____.

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

ADOPTED____ DEFEATED____

BOARD OF ESTIMATE AND CONTRACT SEPTEMBER 24, 2026

RESOLUTION NO. 187

AUTHORIZING 2026 BUDGETARY TRANSFER.

By _____:

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

REASON: Authorization for 2026 Budget Transfer for the Rome Police Department

Authorizing Budgetary Transfer for $10,533.00 to pay an invoice for four (4) recruits to attend the academy in 2025

FROM CODE NO.		AMOUNT
AI3120.412	Police: Service Contracts & Repairs	$10,533.00

TO CODE NO.		AMOUNT
AI1000.2701	Refund Prior Period Expenses	$10,533.00

Seconded by _____.

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

ADOPTED____ DEFEATED____

BOARD OF ESTIMATE AND CONTRACT SEPTEMBER 24, 2026

RESOLUTION NO. 188

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH J&J LANDSCAPING, LLC (RFQ-2026-020) ($24,640.00).

By _____:

WHEREAS, Matthew Andrews, Deputy Director for 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 J&J Landscaping, LLC for phase 4 tree plantings, at a total amount not to exceed $24,640.00, with a contract term effective upon execution and to expire upon the completion of the work required; 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 J&J Landscaping, LLC for phase 4 tree plantings, at a total amount not to exceed $24,640.00, with a contract term effective upon execution and to expire upon the completion of the work required, pursuant to the attached Proposal which is made part of this Resolution.

Seconded by _____.

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

ADOPTED____ DEFEATED____

AUDIT CONTROL SUMMARY SHEET

DEPARTMENT	PREPARED BY	DATE
CED	Caitlin Matwijec-Walda	09/08/2026

VENDOR:
ACCT:

CHECK	
	NEW YORK STATE CONTRACT NUMBER
	COUNTY CONTRACT NUMBER
RFQ-2026-020	FORMAL BID NUMBER
X	LINE ITEM TOTAL $ 1000.00 OR MORE
	LINE ITEM TOTAL UNDER $ 1000.00
	FOR BUDGET CODES 204 205 206 207 208 ATTACH COPY OF ANNUAL BUDGET SHEET PER ITEM(S) TO THIS FORM FOR VERIFICATION PURPOSES

Any line item that totals $1000 or more must have a minimum of 3 quotes, unless it is a Sole Source Item or is under NYS or County Contract or is part of a Formal Bid.

ITEM	DESCRIPTION	QUANTITY
1	October Glory Red Maple	11
2	Norther Pin Oak	11
3		
4		
5		
6		

** If the unit price is under $1000, but due to the quantity, it totals $1000 or more, then a minimum of 3 quotes is required.

Please refer all questions to purchasing @ 339-7665 or 838-1712 fax 838-1162

VENDOR	ITEM #1	ITEM #2	ITEM #3	ITEM #4	ITEM #5	ITEM #6
J & J Landscaping	$1,120/ea	$1,120/ea				
Maple Ridge Civil	Declined					
R Jones Nursery	Declined					
Olney's	Declined					
Chittenango Landscape	Declined					
Spruce Ridge Landscaping	No Quote					
Cross Creek Nursery	Declined					
Custom Lawn-Scapes, Inc.	No response					
Watson Farms	No response					
Five Star Landscaping	No Quote					
New Perspective Landscaping	No response					
Northern Nurseries	No Response					

NOTES:

VENDORS, CONTINUED:
Walker Tree Care: Declined - Does not perform tree plantings anymore
N & M Enterprises: No Response
Natural Restorations: No response
Fifteen potential vendors were contacted via phone and email. Only J & J Landscaping submitted a quote. Please see attached documentation of outreach efforts, and previous quotes from J & J to establish reasonable cost.

RFQ-2026-020 Court Street Tree Planting & Maintenance
CITY OF ROME, ONEIDA COUNTY, NEW YORK

QD-1
QUOTE FORM

All prices to include, per specifications, the supply, delivery, installation, maintenance, and warranty of all quoted items.

COMPANY: J&J LANDSCAPING, LLC		**ADDRESS:** J&J Landscaping, LLC 321 West 2nd Street East Syracuse, NY 13057	
CONTACT: Patrick White			
SIGNATURE: [signature]		**PHONE:** (315) 682 6825	
DATE: 8/20/26		**EMAIL:** Patrick@jjlandscapes.com	
QUOTE ITEM	**PRICE PER UNIT**	**UNIT QUANTITY**	**TOTAL QUOTE AMOUNT**
1. October Glory Red Maple	$ 1,120.	**11**	$ 12,320.
2. Northern Pin Oak	$ 1,120	**11**	$ 12,320.
TOTAL QUOTE		22	$ 24,640.

JEFFREY LANIGAN
MAYOR

JENNIFER GLEASMAN
PURCHASING AGENT

QUOTE TALLY SHEET

BID NUMBER: **RFQ-2026-020**
BID OPENING: **August 27, 2026, 04:30 P.M.**
BID TITLE: **Court Street Tree Planting & Maintenance**

Vendor	Amount	Bid Security	Date & Time	Initials
Maple Ridge Civil	DECLINED		08/16/26 4:28 p.m.	
J & J Landscaping	$24,640.00		08/27/26 9:54 a.m.	
R. Jones Nursery & Landscaping	DECLINED			
Olney's Gardens	DECLINED: Too Busy			
Chittenango Landscape	DECLINED: Too Busy		08/28/26 4:00 p.m.	
Spruce Ridge Landscaping	Interested: Did not submit response			
Cross Creek Nursery	DECLINED: Business unable to quote project of that size			
Custom Lawn-Scapes, Inc.	No Response			
Watson Farms	No Response			

Five Star Landscaping	Interested: Did not submit response			
New Perspective Landscaping	No Response			
Northern Nurseries	DECLINED: Wholesale Only			
Walker Tree Care	DECLINED: No longer does tree planting; only removal			
N & M Enterprises	NO RESPONSE: Number not in Service (MWBE)			
Natural Restorations	NO RESPONSE: Voicemail full (MWBE)			

Official Plan Holders List

Transmitted via email on W08/19/16

Project **Tornado Recovery Strategy (CED#168)** Email quotes to Matt by Th08/27/26 Time: 4:30 PM

TREE PLANTING - Court Street All electronic bids.

No.	Date	NAME	Address (Street, City, State, & Zip)	CK # / CASH	Plans Returned YES	NO
1		R. Jones Nursery & Landscaping 315-339-8460 Declined Telephone: Fax:	7871 Ridge Mills Road, Rome, NY 13440 Email: jonesfamilyenterprises@gmail.com		Date Returned:	
2		Olney's Gardens 315-339-6000 "Interested, too busy" Telephone: Fax:	6855 Wright Settlement Road, Rome, NY 13440 Email: will@olneysflowers.com		Date Returned	
3		J & J Landscaping LLC 315-682-6825 Telephone: Fax:	321 West Second Street, East Syracuse, NY 13057 Email: patrick@jjlandscapes.com		Date Returned:	
4		Maple Ridge Civil 315-868-7829 Declined Telephone: Fax:	3500 Bleachery Place, Chadwicks, NY 13319 Email: bortensi@mapleridgecivil.com		Date Returned:	
5	Emailed & Called 8/28/2026	Chittenango Landscape 315-687-6987 Declined, too busy Telephone: Fax:	2361 Osborne Rd, Chittenango, NY 13037 Email: doug@chittenangolandscape.com		Date Returned:	
6	Emailed & Called 8/28/2026	Spruce Ridge Landscaping 315-655-2477 Telephone: Fax:	4004 Erieville Rd., Cazenovia, NY 13035 email: spruceridgeland@gmail.com		Date Returned:	
7	Emailed & Called 8/28/2026	Cross Creek Nursery 315-682-1118 Declined - unable to complete project of that size Telephone: Fax:	8390 Canzenovia Rd., Manlius, NY 13104 email: sue@crosscreeknursery.net		Date Returned:	
8	Emailed & Called 8/28/2026	Custom Lawn-Scapes, Inc. 315-458-4921 Telephone: Fax:	157 Ethan Allen Street, North Syracuse, NY 13212 email: info@customlawn-scapes.com		Date Returned:	
9	Emailed & Called 8/28/2026	Watson Farms 315-682-5552 Telephone: Fax:	2778 US Route 11, LaFayette, NY 13084 email: office@watsonfarmslandscape.com		Date Returned:	
10	Emailed & Called 8/28/2026	Five Star Landscaping 315-734-5155 Telephone: Fax:	5353 State Route 233, Westmoreland, NY 13490 email: fivestartlandscape5@me.com		Date Returned:	
11	Called 8/28/2026	New Perspective Landscaping 315-723-7171 Telephone: Fax:	7197 W South Street, Westmoreland, NY 13490 email: *no email listed online*		Date Returned:	
12	Emailed & Called 8/28/2026	Northern Nurseries 315-699-3999 Declined - wholesale only Telephone: Fax:	8633 Brewerton Road, Cicero, NY 13039 email: cicero@northernnurseries.com		Date Returned:	
13	Emailed & Called 8/28/2026	Walker Tree Care 315-687-9649 Does not do planting anymore Telephone: Fax:	MWBE LIST email: officestaff@walkertreecare.com		Date Returned:	

14	Emailed & Called 8/28/2026	N & M Enterprises 315-363-8834 # not in service Telephone: Fax:	MWBE LIST email: maxandani@twcny.rr.com		Date Returned:
15	Emailed & Called 8/28/2026	Natural Restorations 716-689-6233 VM full Telephone: Fax:	MWBE LIST email: nrbylinda@gmail.com		Date Returned:
16		Telephone: Fax:	email:		Date Returned:
17		Telephone: Fax:	email:		Date Returned:
18		Telephone: Fax:	email:		Date Returned:
19		Telephone: Fax:	email:		Date Returned:
20		Telephone: Fax:	email:		Date Returned:
21		Telephone: Fax:	email:		Date Returned:

Rome Shade Tree Planting & Maintenance
CITY OF ROME, ONEIDA COUNTY, NEW YORK

QD-1
QUOTE FORM

All prices to include, per specifications, the supply, delivery, installation, maintenance, and warranty of all quoted items.

COMPANY: J&J LANDSCAPING LLC		**ADDRESS:**	J&J Landscaping, LLC 321 West 2nd Street East Syracuse, NY 13057
CONTACT: PATRICK WHITE			
SIGNATURE:		**PHONE:**	315 682 6825
DATE: 5-14-26		**EMAIL:**	patrick@jjlandscapes.com

QUOTE ITEM	PRICE PER UNIT	UNIT QUANTITY	TOTAL QUOTE AMOUNT
1. Freeman Maple 'Autumn Blaze'	$ 971.60	17	$ 16,517.20
2. London Planetree	$ 971.60	1	$ 971.60
3. Red Oak	$ 971.60	5	$ 4858.
4. Little Leaf Linden	$ 971.60	1	$ 971.60
5. Red Maple 'Red Sunset'	$ 971.60	1	$ 971.60
TOTAL QUOTE			$ 24,290.

Rome Ornamental Tree Planting & Maintenance
CITY OF ROME, ONEIDA COUNTY, NEW YORK

QD-1
QUOTE FORM

All prices to include, per specifications, the supply, delivery, installation, maintenance, and warranty of all quoted items.

COMPANY: J&J LANDSCAPING LLC		**ADDRESS:** J&J Landscaping, LLC 321 West 2nd Street East Syracuse, NY 13057	
CONTACT: Patrick White			
SIGNATURE:		**PHONE:** 315 682 6825	
DATE: 5-14-26		**EMAIL:** Patrick@jjlandscapes.com	
QUOTE ITEM	**PRICE PER UNIT**	**UNIT QUANTITY**	**TOTAL QUOTE AMOUNT**
1. Cumulus Serviceberry	$ BLT.	3	$ 2433.
2. Kousa Dogwood	$ BLT.	3	$ 2433.
3. Adirondack Crabapple	$ BLT.	1	$ BLT
4. Purple Prince Crabapple	$ BLT.	2	$ 1622.
5. Kwanzan Cherry	$ BLT.	1	$ BLT.
6. Ivory Silk Tree Lilac	$ BLT.	5	$ 4055.
7. Star Magnolia	$ BLT.	1	$ BLT.

8. Royal Raindrop Crabapple	$ 811.	**3**	$ 2433.
9. Donald Wyman Crabapple	$ 811.	**1**	$ 811.
TOTAL QUOTE			$ 16220.

BOARD OF ESTIMATE AND CONTRACT SEPTEMBER 24, 2026

RESOLUTION NO. 189

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH J&J LANDSCAPING, LLC (RFQ-2026-019) ($31,360.00).

By _____:

WHEREAS, Matthew Andrews, Deputy Director for 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 J&J Landscaping, LLC for phase 3 tree plantings, at a total amount not to exceed $31,360.00, with a contract term effective upon execution and to expire upon the completion of the work required; 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 J&J Landscaping, LLC for phase 3 tree plantings, at a total amount not to exceed $31,360.00, with a contract term effective upon execution and to expire upon the completion of the work required, pursuant to the attached Proposal which is made part of this Resolution.

Seconded by _____.

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

ADOPTED____ DEFEATED____

AUDIT CONTROL SUMMARY SHEET

DEPARTMENT	PREPARED BY	DATE
CED	Caitlin Matwijec-Walda	09/08/2026

VENDOR:
ACCT:

CHECK	
	NEW YORK STATE CONTRACT NUMBER
	COUNTY CONTRACT NUMBER
RFQ-2026-019	FORMAL BID NUMBER
X	LINE ITEM TOTAL $ 1000.00 OR MORE
	LINE ITEM TOTAL UNDER $ 1000.00
	FOR BUDGET CODES 204 205 206 207 208 ATTACH COPY OF ANNUAL BUDGET SHEET PER ITEM(S) TO THIS FORM FOR VERIFICATION PURPOSES

Any line item that totals $1000 or more must have a minimum of 3 quotes, unless it is a Sole Source Item or is under NYS or County Contract or is part of a Formal Bid.

ITEM	DESCRIPTION	QUANTITY
1	October Glory Red Maple	6
2	Northern Red Oak	6
3	Streetspire Columnar Oak	6
4	Frontier Elm	6
5	Stately Manor Kentucky Coffee Tree	2
6	Eastern Redbud/Highland Park Bigtooth Maple	1 each (2 total)

** If the unit price is under $1000, but due to the quantity, it totals $1000 or more, then a minimum of 3 quotes is required.

Please refer all questions to purchasing @ 339-7665 or 838-1712 fax 838-1162

VENDOR	ITEM #1	ITEM #2	ITEM #3	ITEM #4	ITEM #5	ITEM #6
J & J Landscaping	$1,120/ea	$1,120/ea	$1,120/ea	$1,120/ea	$1,120/ea	$1,120/ea
Maple Ridge Civil	Declined					
R Jones Nursery	Declined					
Olney's	Declined					
Chittenango Landscape	Declined					
Spruce Ridge Landscaping	No Quote					
Cross Creek Nursery	Declined					
Custom Lawn-Scapes, Inc.	No response					
Watson Farms	No response					
Five Star Landscaping	No Quote					
New Perspective Landscaping	No response					
Northern Nurseries	No Response					

NOTES:

VENDORS, CONTINUED:
Walker Tree Care: Declined - Does not perform tree plantings anymore
N & M Enterprises: No Response
Natural Restorations: No response
Fifteen potential vendors were contacted via phone and email. Only J & J Landscaping submitted a quote. Please see attached documentation of outreach efforts, and previous quotes from J & J to establish reasonable cost.

RFQ-2026-019 Black River Boulevard Median Tree Planting & Maintenance
CITY OF ROME, ONEIDA COUNTY, NEW YORK

QD-1
QUOTE FORM

All prices to include, per specifications, the supply, delivery, installation, maintenance, and warranty of all quoted items.

COMPANY: J&J Landscaping LLC		**ADDRESS:**	J&J Landscaping, LLC 321 West 2nd Street East Syracuse, NY 13057
CONTACT: Patrick White			
SIGNATURE:		**PHONE:**	(315) 682-6825
DATE: 8/27/26		**EMAIL:**	patrickc@jjlandscapes.com

QUOTE ITEM	PRICE PER UNIT	UNIT QUANTITY	TOTAL QUOTE AMOUNT
1. October Glory Red Maple	$ 1,120.	6	$ 6,720.
2. Northern Red Oak	$ 1,120.	6	$ 6,720.
3. Streetspire Columnar Oak	$ 1,120.	6	$ 6,720.
4. Frontier Elm	$ 1,120.	6	$ 6,720.
5. Stately Manor Kentucky Coffee Tree	$ 1,120.	2	$ 2,240.
6. Highland Park Bigtooth Maple	$ 1,120.	1	$ 1,120.
7. Eastern Redbud	$ 1,120.	1	$ 1,120.
TOTAL QUOTE		28	$ 31,360.

JEFFREY LANIGAN
MAYOR

JENNIFER GLEASMAN
PURCHASING AGENT

QUOTE TALLY SHEET

BID NUMBER: **RFQ-2026-019**
BID OPENING: **August 27, 2026, 04:30 P.M.**
BID TITLE: **Black River Blvd. Median Tree Planting & Maintenance**

Vendor	Amount	Bid Security	Date & Time	Initials
Maple Ridge Civil	DECLINED		08/16/26 4:28 p.m.	
J & J Landscaping	$31,360.00		08/27/26 10:13 a.m.	
R. Jones Nursery & Landscaping	DECLINED			
Olney's Gardens	DECLINED: Too Busy			
Chittenango Landscape	DECLINED: Too Busy		08/28/26 4:00 p.m.	
Spruce Ridge Landscaping	Interested: Did not submit response			
Cross Creek Nursery	DECLINED: Business unable to quote project of that size			
Custom Lawn-Scapes, Inc.	No Response			
Watson Farms	No Response			

Five Star Landscaping	Interested: Did not submit response			
New Perspective Landscaping	No Response			
Northern Nurseries	DECLINED: Wholesale Only			
Walker Tree Care	DECLINED: No longer does tree planting; only removal			
N & M Enterprises	NO RESPONSE: Number not in Service (MWBE)			
Natural Restorations	NO RESPONSE: Voicemail full (MWBE)			

Official Plan Holders List

Project **Tornado Recovery Strategy (CED#168)**
TREE PLANTING - Black River Blvd. Median

Transmitted via email on W08/19/16
Email quotes to Matt by Th08/27/26
All electronic bids.

Time: 4:30 PM

No.	Date	NAME	Address (Street, City, State, & Zip)	CK # / CASH	Plans Returned YES	Plans Returned NO
1		R. Jones Nursery & Landscaping 315-339-8460 Declined Telephone: Fax:	7871 Ridge Mills Road, Rome, NY 13440 Email: jonesfamilyenterprises@gmail.com			Date Returned:
2		Olney's Gardens 315-339-6000 "Interested, too busy" Telephone: Fax:	6855 Wright Settlement Road, Rome, NY 13440 Email: will@olneysflowers.com			Date Returned:
3		J & J Landscaping LLC 315-682-6825 Telephone: Fax:	321 West Second Street, East Syracuse, NY 13057 Email: patrick@jjlandscapes.com			Date Returned:
4		Maple Ridge Civil 315-868-7829 Declined Telephone: Fax:	3500 Bleachery Place, Chadwicks, NY 13319 Email: bortensi@mapleridgecivil.com			Date Returned:
5	Emailed & Called 8/28/2026	Chittenango Landscape 315-687-6987 Declined – too busy Telephone: Fax:	2361 Osborne Rd, Chittenango, NY 13037 Email: doug@chittenangolandscape.com			Date Returned:
6	Emailed & Called 8/28/2026	Spruce Ridge Landscaping 315-655-2477 Telephone: Fax:	4004 Erieville Rd., Cazenovia, NY 13035 email: spruceridgeland@gmail.com			Date Returned:
7	Emailed & Called 8/28/2026	Cross Creek Nursery 315-682-1118 Declined: unable to complete project of that size Telephone: Fax:	8390 Canzenovia Rd., Manlius, NY 13104 email: sue@crosscreeknursery.net			Date Returned:
8	Emailed & Called 8/28/2026	Custom Lawn-Scapes, Inc. 315-458-4921 Telephone: Fax:	157 Ethan Allen Street, North Syracuse, NY 13212 email: info@customlawn-scapes.com			Date Returned:
9	Emailed & Called 8/28/2026	Watson Farms 315-682-5552 Telephone: Fax:	2778 US Route 11, LaFayette, NY 13084 email: office@watsonfarmslandscape.com			Date Returned:
10	Emailed & Called 8/28/2026	Five Star Landscaping 315-734-5155 Telephone: Fax:	5353 State Route 233, Westmoreland, NY 13490 email: fivestartlandscape5@me.com			Date Returned:
11	Called 8/28/2026	New Perspective Landscaping 315-723-7171 Telephone: Fax:	7197 W South Street, Westmoreland, NY 13490 email: *no email listed online*			Date Returned:
12	Emailed & Called 8/28/2026	Northern Nurseries 315-699-3999 Declined - wholesale only Telephone: Fax:	8633 Brewerton Road, Cicero, NY 13039 email: cicero@northernnurseries.com			Date Returned:
13	Emailed & Called 8/28/2026	Walker Tree Care 315-687-9649 Does not do planting anymore Telephone: Fax:	MWBE LIST email: officestaff@walkertreecare.com			Date Returned:

14	Emailed & Called 8/28/2026	N & M Enterprises 315-363-8834 # not in service Telephone: Fax:	MWBE LIST email: maxandani@twcny.rr.com		Date Returned:
15	Emailed & Called 8/28/2026	Natural Restorations 716-689-6233 VM full Telephone: Fax:	MWBE LIST email: nrbylinda@gmail.com		Date Returned:
16		Telephone: Fax:	email:		Date Returned:
17		Telephone: Fax:	email:		Date Returned:
18		Telephone: Fax:	email:		Date Returned:
19		Telephone: Fax:	email:		Date Returned:
20		Telephone: Fax:	email:		Date Returned:
21		Telephone: Fax:	email:		Date Returned:

Rome Shade Tree Planting & Maintenance
CITY OF ROME, ONEIDA COUNTY, NEW YORK

QD-1
QUOTE FORM

All prices to include, per specifications, the supply, delivery, installation, maintenance, and warranty of all quoted items.

COMPANY: J&J LANDSCAPING LLC		**ADDRESS:** J&J Landscaping, LLC 321 West 2nd Street East Syracuse, NY 13057	
CONTACT: Patrick Wolfe			
SIGNATURE: [signature]		**PHONE:** 315 682 6825	
DATE: 5-14-26		**EMAIL:** patrick@jjlandscapes.com	
QUOTE ITEM	**PRICE PER UNIT**	**UNIT QUANTITY**	**TOTAL QUOTE AMOUNT**
1. Freeman Maple 'Autumn Blaze'	$ 971.00	17	$ 16,517.20
2. London Planetree	$ 971.00	1	$ 971.00
3. Red Oak	$ 971.00	5	$ 4858.
4. Little Leaf Linden	$ 971.00	1	$ 971.00
5. Red Maple 'Red Sunset'	$ 971.00	1	$ 971.00
TOTAL QUOTE			$ 24,290.

Rome Ornamental Tree Planting & Maintenance
CITY OF ROME, ONEIDA COUNTY, NEW YORK

QD-1
QUOTE FORM

All prices to include, per specifications, the supply, delivery, installation, maintenance, and warranty of all quoted items.

COMPANY: J&J LANDSCAPING LLC		**ADDRESS:** J&J Landscaping, LLC 321 West 2nd Street East Syracuse, NY 13057	
CONTACT: Patrick White			
SIGNATURE: [signature]		**PHONE:** 315 682 6825	
DATE: 5-14-26		**EMAIL:** Patrick@jjlandscapes.com	
QUOTE ITEM	**PRICE PER UNIT**	**UNIT QUANTITY**	**TOTAL QUOTE AMOUNT**
1. Cumulus Serviceberry	$ BLT.	**3**	$ 2433.
2. Kousa Dogwood	$ BLT.	**3**	$ 2433.
3. Adirondack Crabapple	$ BLT.	**1**	$ BLT
4. Purple Prince Crabapple	$ BLT.	**2**	$ 1622.
5. Kwanzan Cherry	$ BLT.	**1**	$ BLT.
6. Ivory Silk Tree Lilac	$ BLT.	**5**	$ 4055.
7. Star Magnolia	$ BLT.	**1**	$ BLT.

8. Royal Raindrop Crabapple	$ 811.	3	$ 2433.
9. Donald Wyman Crabapple	$ 811.	1	$ 811.
TOTAL QUOTE			$ 16,220.

BOARD OF ESTIMATE AND CONTRACT SEPTEMBER 24, 2026

RESOLUTION NO. 190

AUTHORIZING CHANGE ORDER NO. 1 TO CONTRACT WITH VIP ARCHITECTURE ASSOCIATES, D.P.C., PURSUANT TO ORIGINAL BOARD OF ESTIMATE AND CONTRACT RESOLUTION NO. 69 ADOPTED MARCH 26, 2026 ($28,558.00).

By _____:

WHEREAS, the Board of Estimate and Contract of the City of Rome, New York, pursuant to Resolution No. 69 adopted March 26, 2026, authorized a professional services agreement with VIP Architecture Associates, D.P.C., for professional services relating to the design of the proposed Michael E. Jensen Recreation and Community Complex, at an amount not to exceed $457,900.00; and

WHEREAS, it has been recommended by Matthew Andrews, Deputy Director of Community and Economic Development for the City of Rome, that VIP Architecture Associates, D.P.C. be awarded Change Order No. 1, at a total amount not to exceed $28,558.00, 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 VIP Architecture Associates, D.P.C., to allow for an increase, at a total amount not to exceed $28,558.00, 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 $28,558.00, increasing the total contract price to $486,458.00; and

BE IT FURTHER RESOLVED, that Resolution No. 69 shall otherwise remain as originally adopted on March 26, 2026.

Seconded by _____.

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

ADOPTED____ DEFEATED____

VIP ARCHITECTURE

Change Order Proposal

PROJECT: (name and address)
The Legacy Center
Michael E. Jensen Recreation and Community Center
1130 Floyd Avenue
Rome, New York 13440

PROJECT NUMBER:
25-6412

CHANGE ORDER INFORMATION:
Change Order Number: #1
Date: September 3, 2026
Type: Scope Change (Lump Sum)

CLIENT: (name and address)
The City of Rome, New York
Dept. of Community & Economic Development
198 N Washington Street
Rome, New York 13440

ARCHITECT: (name and address)
VIP Architectural Associates D.P.C.
101 North Salina Street, Suite 100
Syracuse, NY 13202

Change Order Description:

Fire Hydrant Flow Tests performed by Dwyer Fire Protection on 8/19/2026.

VIP Architectural Associates prepared and distributed a request for proposal to 3 potential consultants for geotechnical services. Kenney Geotechnical Engineering Services, PLLC provided the most cost effective response.

The original (Contract Sum) was	$	457,900.00
The net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	457,900.00
The Contract Sum will be increased by this Change Order in the amount of	$	28,558.00
The new Contact Sum, including this Change Order, will be	$	486,458.00
The Contract Time will be unchanged by		(0) days.

NOT VALID UNTIL SIGNED BY THE ARCHITECT AND CLIENT

CLIENT	VIP Architectural Associates D.P.C.
	ARCHITECT (Firm name)
SIGNATURE	SIGNATURE
PRINTED NAME AND TITLE	Rob Shutts, Principal
	PRINTED NAME AND TITLE

BOARD OF ESTIMATE AND CONTRACT SEPTEMBER 24, 2026

RESOLUTION NO. 191

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH ROME ENVIRONMENTAL SOLUTIONS & TESTING, LLC FOR AN AMOUNT NOT TO EXCEED $25,000.

By _____:

WHEREAS, Mark Domenico, Chief Codes Enforcement Officer for the City of Rome, New York has recommended that the City of Rome, New York, retain the services of Rome Environmental Solutions & Testing, LLC for professional services relating to the City of Rome's monitoring and air sampling services, at an amount not to exceed $25,000, 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 Rome Environmental Solutions & Testing, LLC for professional services relating to the City of Rome's monitoring and air sampling services, at an amount not to exceed $25,000, pursuant to the attached proposal, which is 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-2026-017**
BID OPENING: **09/03/2026 at 11:00 AM (local time)**
BID TITLE: **PROJECT MONITORING & AIR SAMPLING PROFESSIONAL SERVICE**

Vendor	Amount	Bid Security	Date & Time	Initials
Rome Enviromental Solution	P.M. -90/hour 4hr - 300/hour 8hr - 495/hour sample A. - 1250	bid Check $100 #1320	9/3/2026 @ 10:47am	

ROME ENVIRONMENTAL SOLUTIONS & TESTING, LLC

September 3, 2026

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

RE: RFB-2026-017, Project Monitoring & Air Sample Professional Service for rehabilitation or demolition of structures within the City of Rome.

To City Clerk:

Rome Environmental Solutions & Testing, LLC (REST) is pleased to submit this proposal for Project Monitoring and Air Sampling Services for the proposed asbestos abatement demolition projects planned in the City of Rome, New York.

REST is an Environmental Consulting Firm that specializes in Hazardous Materials Testing, Abatement Design, Consulting, Management and Project Oversite including Project Monitoring and Air Monitoring. REST was established in January of 2019, however as the owner, I have over 30 years of experience providing professional environmental services to the private and public sector clientele.

Scope of Services:

Asbestos Project Monitoring and Air Sampling:

1. REST holds a current New York State Asbestos Contractor License and is on file with the NYS Department of Labor.
2. A New York State Accredited Project Monitor will perform the air sampling and project oversite including the following:
   a. Assisting in decision making regarding selection of procedures;
   b. Enforcing the Site-Specific Variance Requirements;
   c. Inspecting and approving barriers and decontamination enclosure systems;
   d. Collecting air samples as required by the variance;
   e. Keeping a daily log of on-site inspections concerning Contractor's compliance with the specifications and variance. The log will list the names of all persons entering the work area. The log will also show and verify the Contractors License and Worker Certifications are complying with New York State Department of Labor, Licensing Division;
   f. Informing the Owner of any non-conforming work.
3. REST shall tour the area with the Owner and Contractor to agree on the scope and pre-abatement conditions for each work area.
4. Review all plans and records if available from the Owner.
5. All work will be completed in compliance with New York State Department of Labor, Part 56 of Title 12 of the Official Compilation of Codes, Rules, and Regulations of the State of New York (Cited as (12 NYCRR Part 56), and U.S. Environmental Protection Agency (USEPA) 40 CFR 61 NESHAP Subpart M.

6. All air samples shall be analyzed by a New York State ELAP Accredited Laboratory and submitted electronically to the Owner.
7. A clearance letter shall be transmitted immediately upon receiving final clearance air sample results.
8. A final comprehensive report shall be transmitted within 15 working days of completion of the project. Reports shall be submitted electronically. Hard Copies shall be provided upon request.

General Information

1. Name and Address of Firm: Rome Environmental Solutions & Testing, LLC
   8041 River Road, Rome NY 13440
2. Telephone No.: (315) 794-7946, No Fax Number
   Email – edousharm@romeenv.com
3. Head Quarters are same as above
4. Company Founded 2019 – See Resume for Additional Experience
5. Website – www.romeenvllc.com

Experience:

REST has performed dozens of project monitoring and air sampling projects for both residential demolition projects and commercial entities in both the private and public sector throughout Herkimer and Oneida County and its surrounding areas. REST is the current author of the City of Rome Demolition Project Site-Specific Variance File # 20-1109.

Below is a list of three references from recent projects. Additional references can be provided upon request:

List of Experiences

City of Rome
Joe Guiliano – Commissioner of Public Works
Rome City Hall - 198 North Washington Street, Rome NY 13440
Project Monitoring and Air Sampling for the Rehabilitation and Demolition of structures within the City of Rome, New York. Provided services for multiple structures in 2025-2026.

HRP Associates, Inc. on Behalf of the City of Gloversville
Jesse Zahn – Principal & Regional Manager
1 Fairfield Square, Suite 110, Clifton Park, NY 12065
Office: 518-978-2378
Five Commercial Properties; Project Monitoring and Air Sampling during the demolition. Completed February 2025 through July 2026.

Mohawk Valley Water Authority
Jolie Murry – Engineering Department
1 Kennedy Plaza, Utica NY 13502
Office: 315-792-0320
Asbestos Controlled Demolition; Project Monitoring & Air Sampling for demolition and cleanup of a two-story structure on Pleasant Street in Utica. Completed August of 2026.

Schedule

REST is a Rome based company, response time and execution will be timely. All prices reflect REST's ability to start work immediately and maintain any demand necessary to meet both current and ongoing schedules.

Project Staff

REST employs one part time individuals to provide Surveys, Project Monitoring and Air Sampling. REST also employes two additional part time seasonal employees to assist with Project Monitoring and Air Sampling. Below is a list along with NYS Disciplines:

Matthew Eric Dousharm (Owner) – Project Designer, Inspector, Project Monitor and Air Sampler – 31 Years of Experience.
Brenda R Card – Inspector, Project Monitor and Air Sampler – 15 Years of Experience.
Elizabeth A. Dousharm – Project Monitor, Air Sampler – 3 Years of Experience
Robert M. Dousharm – Project Monitor, Air Sampler – 2 Years of Experience

Insurance Requirements

REST is currently insured in the amount of $1,000,000/$2,000,000 single occurrence/aggregate with a $1,000,000 Umbrella Policy. REST also carries workers compensation.

REST has had no litigation involving the firm since its inception and the firm, under its current name has never declared bankruptcy.

Attached are any supporting documents mentioned above. I will be the primary contact for the project if selected. I can be contacted @ (315) 794-7946 or by e-mail: edousharm@romeenv.com

Thank you for your consideration

Sincerely,

Eric Dousharm

M. Eric Dousharm / Owner
Rome Environmental Solution & Testing, LLC.

Attachments: Resume
City of Rome Bid Form
Bid Submission Attachments

M. ERIC DOUSHARM
8041 River Road
Rome NY 13440
(315) 794-7946

Business Objective:
Rome Environmental was established in January of 2019. As the owner of Rome Environmental Solutions & Testing, LLC, I continue to apply my previous experience of 26 years in the environmental consulting services by providing environmental consultation and testing services to customers based on my expertise in environmental services, construction administration and project management for now over 30 years. I will continue to work in a unified and structured environment that will allow for continued growth and development opportunities.

Work Experience:
Rome Environmental Solutions & Testing, LLC – January 2019 – Present
Owner/President.

REST is an Environmental Consulting Firm that specializes in Hazardous Materials Testing, Abatement Design, Consulting, Management and Project Oversite including Air Monitoring. REST was established in 2019, however as the owner, I have over 30 years of experience providing professional environmental services to the private and public sector clientele.

Eisenbach & Ruhnke Engineering, P.C. – May 1993 – January 2019
Senior Project Manager: May 2007 to January 2019
Project Manager: 1997 – 2007
Project Monitor/Field Technician: 1993 - 1997

Areas of Specialization include but are not limited to: Project Management experience includes: (project design, project management, project monitoring, environmental building surveys [asbestos, lead, mold, PCB's], supervision, construction materials testing and construction management), Project Construction Materials and Management, Energy Performance Contracts, Asbestos Project Monitoring, Asbestos Building Inspector, Asbestos Air Sampling, Lead Risk Assessor/Inspector, Mold Assessment and Remediation, Environmental Field Sampling, and assisting with Phase I, Phase II, Phase III Environmental Assessments, Occupational Health and Safety (OSHA) Regulations and Code Compliance.

Atlantic Testing Laboratories Incorporated
Lab and Field Technician: October 1989 to January 1993

Responsibilities included:
Quality control testing and design of construction building materials to ensure specification compliance (ASTM, ACI, AWS, NYSDOT) was met. I worked on road projects, construction sites, sanitary landfill designs and subsurface explorations. I developed bituminous mix designs for projects such as the New York Interstate 81 and Hancock International Airport. I am Disciplined in the American Concrete Institute Levels I & II for Concrete Testing, Soils Engineering and Testing, FAA Bituminous Inspections and Welding Inspections (Structural Steel and Tanks).

Education
Graduated from Whitesboro Sr. High School 1982
Civil Engineering and Technology - Mohawk Valley Community College

Registrations and Affiliations
OSHA 40-Hour Supervisor (HAZWOPER)-including First Aid/CPR, OSHA Confined Space, Lead Risk Assessor New York, Lead Risk Assessor Region 2 Tribal Lands, New York State Certified Project Designer, AHERA Building Inspector and Asbestos Project Monitor/Air Sampling Technician, NIOSH 582 (Phase Contract Microscopy Analysis), American Concrete Institute, Professional Asbestos Contractors of Central New York (PACNY), American Concrete Institute Levels I & II for Concrete Testing, American Standards for Testing and Materials (ASTM) Soils Engineering and Testing, Federal Aviation Administration Bituminous Inspections, and American Welding Society, Welding Inspections and Testing.

RFB-2026-017 *This form must be returned with bid

City of Rome

Department of Public Works

PROJECT MONITORING & AIR SAMPLING AT VARIOUS CITY OWNED PROPERTIES

BID FORM

LABOR RATES	UNIT COST $/Hr.
Project Manager	$90.00
Air/Project Monitoring up to 4 hours/day on site	$300.00
Air/Project Monitoring up to 8 hours/day on site	$495.00
SAMPLE ANALYSIS RATES	**UNIT COST**
Sample Analysis (PCM) 12-hour turnaround	$12.50

BIDDER'S NAME: _____

BY: Matthew Eric Dousharm

TITLE: Owner

ADDRESS: 8041 River Rd
Rome NY 13440

PHONE NO.: 315-794-7946

DATE: September 3, 2026

JEFFREY M. LANIGAN — MAYOR
JOSEPH GUILIANO — COMMISSIONER OF PUBLIC WORKS

BIDDER INFORMATION SHEET

NAME OF BIDDER: * Rome Environmental Solutions & Testing LLC

ADDRESS: 8041 River Road, Rome NY 13440

PHONE NUMBER: 315/794-7946

EMAIL: edousharm@romeenv.com

TYPE OF ENTITY: CORPORATION ___ PARTNERSHIP ___ INDIVIDUAL X

IF A NON-PUBLICLY OWNED CORPORATION:

NAME OF CORPORATION: N/A

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

LIST OF OFFICERS: N/A

LIST OF DIRECTORS: N/A

DATE OF ORGANIZATION: January 9, 2019

IF A PARTNERSHIP: N/A

PARTNERS: N/A

NAME OF PARTNERSHIP: N/A

DATE OF ORGANIZATION: N/A

* 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.

AFFIDAVIT OF WORKERS COMPENSATION

State of New York

SS:

County of Oneida

Matthew E. Dousharm

of Rome, New York

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

Signed: Matthew E. Dousharm

Subscribed and sworn to before me

this 3 day of September, 20 26 (AP)

Brooke Provenzano

Notary Public

Brooke Provenzano
Notary Public, State of New York
Reg. No. 01PR0051973
Qualified in Oneida County
Commission Expires July 07, 2030

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#: 2026-017

PROJECT TITLE: Project Monitoring & Air Sample professional Service

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 subject to Section 3 requirements (12 U.S.C.1701u).

CONTRACTOR'S DBA: Rome Environmental Solutions & Testing, LLC

BUSINESS ADDRESS: 8041 River Rd, Rome NY 13440

AUTHORIZED REPRESENTATIVE: (Type Name) Matthew E. Dousharm

SIGNATURE: Matthew E. Dousharm

DATE: September 3, 2026

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: Rome Environmental Solutions & Testing, LLC

Point of contact: Matthew E. Doushara

Contract: Project Monitoring & Air Sampling Professional Service

Award amount: _____

1) Based on the following Trade Codes, please confirm which best identifies your service:
   1 – New Construction
   2 – Substantial Rehabilitation
   3 – Repair
   4 – Service
   5 – Project Management
   6 – Professional
   7 – Tenant Services
   8 – Education/Training
   9 – Architecture/Engineering Appraisal
   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):
   1 – White Americans
   2 – Black Americans
   3 – Native Americans
   4 – Hispanic Americans
   5 – Asian/Pacific 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): 83-3073646

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:

Matthew E. Doushara
Name

Matthew E. Doushara
Signature

Sept 3, 2026
Date

Subcontractor Questionnaire

Amount of Subcontract	Subcontractor Business Racial/ Ethnic (See Below)	Type of Business 1-9	Women Owned Business (Y or N)	Subcontractor Identification ID Number	Sec. 3 (Y or N)	Contact Person	Subcontractor Name and Address
$0.00							

Racial / Ethnic Codes:	Type of Business / Trade Codes
1 = White American	1 = New Construction
2 = Black American	2 = Substantial Rehab
3 = Native American	3 = Repair
4 = Hispanic American	4 = Service
5 = Asian / Pacific American	5 = Project Management
6 = Hasidic Jews	6 = Professional
	7 = Tenant Services
	8 = Education Training
	9 = Arch / Eng. Appraisal
	0 = Other

Print Name: Matthew E. Dousharm

Signature: Matthew E. Dousharm

Date: 9/3/26

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.

John E. [illegible]

Signature

Rome Environmental Solutions & Testing, LLC

Name of Bidder (Organization or Individual)

Matthew E. Dougharty - Owner

Contact Name & Title

9/3/2026

Date

BOARD OF ESTIMATE AND CONTRACT SEPTEMBER 24, 2026

RESOLUTION NO. 192

AUTHORIZING CHANGE ORDER NO. 2 TO CONTRACT WITH ESSENTIAL CONSTRUCTS, PURSUANT TO ORIGINAL BOARD OF ESTIMATE AND CONTRACT RESOLUTION NO. 246 ADOPTED NOVEMBER 14, 2024 ($107,356.00).

By _____:

WHEREAS, the Board of Estimate and Contract of the City of Rome, New York, pursuant to Resolution No. 246 adopted November 14, 2024, authorized an agreement with Essential Constructs, for the Parks Improvement Project, at a total contract price of $500,000.00; and

WHEREAS, the Board of Estimate and Contract of the City of Rome, New York, adopted Resolution No. 160 on August 13, 2026, awarding Change Order No. 1 to Essential Constructs, for the Parks Improvement Project, for an increased amount not to exceed $79,424.04; and

WHEREAS, it has been recommended by Brandon Lovett, Director of Parks & Recreation for the City of Rome, that Essential Constructs, be awarded Change Order No. 2 for a total amount not to exceed $107,356.00; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that Change Order No. 2 be awarded to Essential Constructs for the Rome Park Improvements Project, to allow for an increase of $107,356.00, pursuant to the original agreement; and

BE IT FURTHER RESOLVED, that the total amount of Change Order No. 2 as described hereinabove shall be an amount not to exceed $107,356.00, increasing the total contract price to $686,780.04; and

BE IT FURTHER RESOLVED, that Resolution No. 246 shall otherwise remain as originally adopted on November 14, 2024.

Seconded by _____.

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

ADOPTED____ DEFEATED____