

CITY COUNCIL AGENDA
THURSDAY, SEPTEMBER 1, 2022, 7:00 P.M.
CITY COUNCIL CHAMBERS- HURLEY BUILDING
205 SALTONSTALL ST.
VIRTUAL: <https://us06web.zoom.us/j/85999209422>

City Council: **Bob Palumbo, Mayor**
 Nick Cutri, Councilmember Ward I
 Dan Unrath, Councilmember Ward II
 Karen White, Councilmember Ward III
 Erich Dittmar, Councilmember Ward IV
 Sim Covington, Councilmember-at-Large
 Thomas Lyon, Councilmember-at-Large
 Renée Sutton, Councilmember-at-Large
 Steve Uebbing, Councilmember-at-Large

John Goodwin, City Manager
Erin VanDamme, City Clerk
David Hou, Corporation Counsel

- 1. Pledge of Allegiance**
- 2. Roll Call**
- 3. Public Hearings:**
- 4. Review of Community Core Values:**
As residents, city staff and appointed & elected officials of the City of Canandaigua, our decisions and actions will be guided by these core values: Responsive; Participatory Governance; Caring & Respect; Integrity; Heritage; Stewardship; and Continuous Improvement.
- 5. Approval of Minutes: August 9th**
- 6. Recognition of Guests:**
- 7. Committee Reports:**
Planning Committee next meeting: September 6, 2022
Finance Committee next meeting: September 6, 2022
Environmental Committee held on August 16th next meeting: September 27th
Ordinance Committee held on August 16th next meeting: September 27th

8. Resolutions:

Resolution #2022-057:

A Resolution Appropriating 2021 Surplus Funds to General Fund Capital Reserve for Assembly and Delivery of Recycling and Garbage Toters

Resolution #2022-058:

A Resolution Appropriating Capital Reserve Toward The Central On Main

Resolution #2022-059:

A Resolution Authorizing a License Agreement with The BID for Fundraising Event at The Central on Main

9. Ordinances:

10. Local Laws:

11. Manager's Report:

12. Appointments:

13. Miscellaneous:

14. Adjournment

RESOLUTION #2022-057

**A RESOLUTION APPROPRIATING FUNDS FOR ASSEMBLY AND DELIVERY OF
RECYCLING AND GARBAGE TOTERS**

WHEREAS, at the City Council August 9, 2022 meeting, via Resolution #2022-052, \$467,135.05 was appropriated for the purchase of replacement recycling containers, new garbage containers and public engagement efforts relative to changes in the solid waste collection program;

WHEREAS, the cost of the assembly and distribution was inadvertently not included and additional funds totaling \$69,260.50 are needed to complete the project which brings total project cost of \$536,395.55; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby appropriates \$69,260.50 from the 2022 General Fund, Fund Balance (2021 surplus) to the Capital Reserve to be utilized toward the replacement recycling containers and new garbage containers project.

ADOPTED this 1st day of September, 2022.

ATTEST:

Erin VanDamme
City Clerk



Residential Cart Program

Prepared For



Presented to

Steven Pfeiffer
City of Canandaigua, NY
2 North Main Street
Canandaigua, New York 14424

April 22, 2022

Proposal Summary

Quote Number WQ-10231472



Operations – Tel 714.469.3571
Administration –Tel 714.308.3425 Fax 925.406.2945
Headquarters – 6525 Carnegie Blvd., Suite 300, Charlotte, NC 28211

City of Canandaigua, NY – Proposal for Waste Services

April 22, 2022

Steven Pfeiffer

City of Canandaigua, NY
2 North Main Street
Canandaigua, New York 14424

Re: City of City of Canandaigua, NY Container Services

Dear Mr. Pfeiffer:

Please find included herein for your review and approval and made part of Quote Number WQ-10231472, additional detail surrounding waste services for the upcoming City of Canandaigua, NY project.

Please phone or write with any comments or questions or if anything contained herein needs further clarification. Thank you again, Steven, for your support and confidence in our services. We're very grateful for the opportunity and are excited to work with you and your team to provide a successful project.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Nick DiFoggio". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Nick DiFoggio, Director of Operations

PROPOSAL SUMMARY & AGREEMENT

Container Assembly, Delivery, and Removal Program City of Canandaigua, NY

Introduction

As part of its waste collection services, the City of Canandaigua, NY (“The City”) is needing unloading, assembly, and delivery of approximately 7,200 containers and removals of approximately 3,600 containers throughout homes within the City of Canandaigua, NY. New containers will be comprised of 96-Gallon Toter EVR II Universal/Nestable trash and recycling carts. This has prompted the need for certain waste services, as outlined below. ContainerPros, LLC (“ContainerPros” or “CP”) provides these professional waste services.

Scope

◆ Residential Cart Receiving, Assembly and Delivery

ContainerPros will provide crews and equipment to receive approximately 7,200 carts; carts will be unloaded and assembled.

- ContainerPros will provide Customer a copy of all BOLs and a totals spreadsheet detailing all carts received.

Approximately 7,200 carts will be delivered to homes and approximately 3,600 recycling carts will be removed from homes over a period of approximately 15-18 working days beginning on or around September 2022. Carts will be delivered to the curbside.

The City will provide a suitable work area(s) for staging (large, paved, and secure area) within the service area, that will adequately store the cart order during the project timeframe.

RFID scanning will be provided. A detailed list will be presented upon project completion.

ContainerPros’ teams will use its proven processes of identifying vacant homes and accounts not contained in the Master List(s). Any lost accounts found will be presented in excel format detailing route number and service address and submitted at project’s end. If an account is NOT on the master list provided, CP crews will NOT drop carts, unless directed otherwise by The City.

◆ Residential Cart Removals

ContainerPros will provide crews to remove approximately 3,600 96- and 64-gallon Toter EVR II recycling carts from residences until a first pass is completed. ContainerPros has included the option for second pass removals to be completed if the City chooses to do so. Carts will be removed from the curbside.

ContainerPros will transport recovered containers back to the staging yard. The staging yard will provide ample space for all containers being transported and dropped. The containers will be disassembled, stacked, and loaded out for transport to a recycling facility. The City will be responsible for providing roll off bins, as needed, to store the wheels and axles. The City will be responsible for transporting the roll off bins to the storage area and disposal of the wheels and axles.

The City will be responsible to provide trucks at the staging area(s) from time to time, if needed, to empty any carts in the yard that come back containing material. CP will make best-efforts to recover carts containing material, but only if it is safe.

ContainerPros is not responsible for set-out rates or other uncontrollable factors including but not limited to incorrect mapping, incorrect or incomplete recovery lists, or other factors outside its control.

Pricing provided covers all carts removed, provided at minimum 85% of the 3,600 carts are removed. Pricing will be subject to change if less than 85% of the 3,600 carts are retrieved.

ContainerPros' teams will use its proven processes of identifying vacant homes and accounts not contained in the Master List(s). Any lost accounts found will be presented in excel format detailing route number and service address and submitted at project's end. If an account is NOT on the master list provided, CP crews will NOT remove carts, unless directed otherwise by the City.

Distribution and Removals schedule is based on up to 12 hours per day, Monday through Sunday, excluding Holidays, until all deliveries are completed.

On-street hours will be limited to 7AM to 7PM unless otherwise approved by the City.

Yard hours will be limited to 6AM to 7PM unless otherwise approved by The City.

The City will provide three copies of concise delivery/removal/route maps of the communities, which must be provided at least four weeks prior to the A&D start up. These maps must include the precise delivery area(s). Three copies of concise household delivery and removal address lists will also be provided in .xls format and contain:

- House Number
- Street Name
- Route number
- Gate Codes
- Cart sizes and types and quantities per address listed

The City will provide monitoring services to observe and verify distribution of the carts and also to respond to inquiries from ContainerPros and the public.

The City may periodically provide CP with 'clean-up' lists (created by The City's Service Department) for missed deliveries, if any. If CP is responsible for the missed deliveries, as outlined within this agreement, CP will complete the 'clean-up' deliveries as quickly as practical to close out the 'clean-up' lists, as received, usually within one day. If missed deliveries were for reasons outside of CP's control, as outlined within this agreement, The City will be responsible for completing these deliveries.

ContainerPros will provide at project's end, a detailed delivery report showing the total number of carts assembled and delivered, as well as exceptions, including vacancies, and customer refusals. Delivery data will include the cart type, cart size, RFID scanning information of the cart delivered to each address.

ContainerPros IS NOT responsible for any missed deliveries caused by anything outside its control, including but not limited to incorrect mapping, incorrect or incomplete delivery lists or delivery locations not clearly marked with site addresses or lack of inventory.

Additional Requirements, Terms and Conditions

All work will be performed within the City of Canandaigua, NY limits.

ContainerPros may, at its own expense, use any employees or subcontractors as it deems necessary to perform the services required by this Agreement. The City may not control, direct, or supervise ContainerPros' employees or subcontractors in the performance of those services.

Neither this Agreement nor any duties or obligations under this Agreement may be assigned by either party without the prior written consent of the other.

This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by ContainerPros and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever.

Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party which is not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs.

This Agreement will be governed by and construed in accordance with the laws of the State of North Carolina.

This Agreement can be signed in counterpart and by electronic and/or facsimile signature(s).

Delay charges may be billed for additional delivery days and/or additional labor needed due to lack of inventory or anything outside of bid spec including but not limited to delays caused by the hauler and unsafe conditions. Any delay charges incurred must be presented, in writing, within five (5) working days of discovery with detail of the cause(s) and costs incurred.

Disclaimer: ContainerPros has taken information provided by The City and/or their employees to provide the above prices. If there are any significant adjustments in the scope that cause a change in the estimated production (more or less than 3%), The City will notify ContainerPros either via email or facsimile of the issues within 1 day of discovery. The above price may no longer be valid and a pricing alignment meeting must be held within 48 hours of the notification. This quote expires at midnight on 5/3/22 at which time Container Pros can no longer guarantee resources to fulfill services or timeline presented.



841 Meacham Rd, Statesville, NC, 28677
 PHONE: 800-424-0422 FAX: 833-930-1124
 WQ-10231472



Sell To:

Contact Name	Steven Pfeiffer	Ship To Name	City of Canandaigua
Bill To Name	City of Canandaigua	Ship To	205 Saltonstall St
Bill To	205 Saltonstall St Canandaigua, NY 14424 USA		Canandaigua, NY 14424 USA
Email	spfeiffer@canandaiguanewyork.gov		
Phone	(585) 370-6407		

Quote Information

Salesperson	Shane Gore	Created Date	4/26/2022
Salesperson Email	sgore@wastequip.com	Expiration Date	5/3/2022
		Quote Number	WQ-10231472
			Please Reference Quote Number on all Purchase Orders

Product	Product Description	Product Notes	Quantity	Sales Price	Total Price
Assembly & Delivery Plastics	Residential and Commercial Cart Assembly and Distribution Services *See ContainerPros Attachment for Details*	Unloading, assembly, and delivery with RFID scanning	7,200.00	\$6.11	\$43,992.00
Unloading and Assembly Plastic	Residential and Commercial Cart Unloading and Assembly Services *See ContainerPros Attachment for Details*	Unloading only of any extra unassembled carts that will remain at the staging yard	1.00	\$1.00	\$1.00
Cart Removal Plastic	Residential and Commercial Cart Removal Services *See ContainerPros Attachment for Details*	Curbside cart removal and cart breakdown removing 1 wheel	3,600.00	\$6.45	\$23,220.00
Cart Removal Plastic	Residential and Commercial Cart Removal Services *See ContainerPros Attachment for Details*	Second pass removals day rate per 3 man crew (actual number of days and crews will apply)	1.00	\$1,807.50	\$1,807.50
Project Services	Project Services (maintenance, yard cleanup, assembly, transport, etc.) *See ContainerPros Attachment for Details*	Loading out carts for transport to a recycling facility (Per load, actual number of truckloads loaded out will apply)	1.00	\$241.00	\$241.00
Project Services	Project Services (maintenance, yard cleanup, assembly, transport, etc.) *See ContainerPros Attachment for Details*	Recycling credit per cart (actual number of carts recycled will apply)	1.00	(\$1.00)	(\$1.00)

Payment Terms	Net 30 Days if credit has been established	Subtotal	\$69,260.50
Shipping Terms	FOB Origin	Tax	\$0.00
		Grand Total	\$69,260.50



841 Meacham Rd, Statesville, NC, 28677
PHONE: 800-424-0422 FAX: 833-930-1124
WQ-10231472



Additional Information

Additional Terms Our Quote is a good faith estimate, based on our understanding of your needs. Subject to our acceptance, your Order is an offer to purchase our Products and services in accordance with the Wastequip Terms & Conditions of Sale ("WQ T&C") located at: <https://www.wastequip.com/terms-conditions-of-sale>, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. These WQ T&Cs may be updated from time to time and are available by hard copy upon request.

Additional Information Pricing is based on your anticipated Order prior to the expiration of this Quote, including product specifications, quantities and timing. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip’s practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change.

Signatures

Accepted By: _____
Company Name: _____
Date: _____
Purchase Order: _____

Please Reference Quote Number on all Purchase Orders

RESOLUTION #2022-058

A RESOLUTION APPROPRIATING CAPITAL RESERVE TOWARD THE CENTRAL ON MAIN

WHEREAS, The Central on Main is a public outdoor dining space during the summer that is supported by the City, BID, and restaurants along Main Street, and which has been a successful new amenity to our Downtown allowing City restaurants to extend their dining rooms into this public outdoor dining space; and

WHEREAS, the City was awarded a New York State Main Street Program Grant which included \$60,000 to make improvements at The Central on Main; and

WHEREAS, the development of an overall design and scope of work has involved the BID, downtown businesses and other community members and resulted in a multi-phased improvement plan with phase one involving the City utilizing grant funding to improve the surface including drainage, electrical and light poles and future phases involving other funding partners funding the additional of an entryway, stage, shade sails and public bathrooms; and

WHEREAS, said plan at the July 12, 2022 Finance Committee meeting and although the Committee supported appropriating \$125,000 of City funding towards the project, the general consensus and direction was to find additional funding partners and/or make changes to the scope of work to lower overall costs to the City; and

WHEREAS, the scope of work was revised in coordination with the BID and DPW and presented at the August 16, 2022 Environmental Committee meeting with the revised scope including changes to the planned materials (asphalt instead of concrete), elimination of any stamping on the surface, reducing the number of poles and bases needed for future shade sails, and reducing the amount of electrical conduit and wiring which resulted in bring the additional funding need down to \$16,500; and

NOW, THEREFORE, BE IT RESOLVED, that City Council appropriates \$16,500 of the General Fund Capital Reserve toward The Central on Main to supplement the \$60,000 in New York State Main Street Program grant funding; and

ADOPTED this 1st day of September, 2022

ATTEST:

Erin VanDamme
City Clerk

RESOLUTION #2022-059

**A RESOLUTION AUTHORIZING A LICENSE AGREEMENT FOR
USE OF THE CENTRAL ON MAIN**

WHEREAS, the Downtown Business Improvement District (BID) would like to utilize The Central on Main to promote Canandaigua, local wineries, breweries and the BID with a fundraiser event similar to the formerly held Canandaigua Merchant Association Wine and Beer Walks; and

WHEREAS, the proposed event will take place from 3 PM to 6 PM on September 24th or a rain date of October 1st and participants will be charged admission; and

WHEREAS, the City Manager proffered a license agreement with a fee the greater of 10% of the proceeds being utilized towards improvements at The Central on Main or \$500 to utilize the public space for such an event;

NOW, THEREFORE, BE IT RESOLVED, that City Council hereby authorizes the City Manager to execute a revocable license agreement in substantially the same form as attached hereto, with the Downtown Business Improvement District (BID).

ADOPTED this 1st day of September, 2022

ATTEST:

Erin VanDamme
City Clerk

REVOCABLE LICENSE AGREEMENT

(for Use of Municipal Park)

CITY OF CANANDAIGUA

1. Name of Applicant/Licensee:

A. Applicant is a: Corporation

Partnership

Individual

Other (Explain): _____

B. If an individual:

Date of Birth: _____ Social Security Number: _____

Permanent Home Address: _____

Telephone Number: _____

C. Contact information of the person directly in charge of the gathering:

Name: _____

Address: _____

Phone: _____

Email Address: _____

2. Type of Use: Fundraiser at The Central on Main that involves charging the general public admission for a beer and wine tasting event.

Usage Dates: September 24, 2022 or Rain Date of October 1, 2022

Daytime Only

From: 3:00 PM To: 6:00 PM

Overnight: Arrival Date: ___/___/___ Time: ___ AM / PM

Departure Date: ___/___/___ Time: ___ AM / PM

3. Anticipated Number of Persons Attending: 200

REVOCABLE LICENSE AGREEMENT

1. Alcoholic beverages are allowed on City property for the purpose of this license agreement provided that:
 - A. The Applicant or its vendors have current New York State Alcoholic Beverage Control Board (“ABC”) License(s).
 - B. All patrons will be age 21 years and over and will be proofed.
 - C. Maximum cup size will be 20 oz. for beer and 8 oz. for wine.
 - D. No individual will be served more than two drinks at one time.
 - E. All bartenders will have proof of certification that they have been trained in T.I.P.S. (Training for Intervention Procedures by Servers of Alcohol) or F.A.I.R. (Fundamentals of Alcoholic Intoxication Recognition) or similar certified program.
 - F. The Applicant hosting the event shall insure that signs and temporary barriers shall be positioned to restrict participants at the event from taking alcoholic beverages out of the area.
 - G. A copy of the current ABC license(s) is submitted.
 - H. A certificate of dram liability insurance in the amount of \$2,000,000, each occurrence, naming the City of Canandaigua, NY as additional insured. Such certificate of insurance shall provide that such policies shall not expire, be changed or be canceled until ten days written notice has been given to the City’s Corporation Counsel and the Treasurer. Said certificate shall contain a clause stating there are no exclusions in the insurance coverage regarding municipally owned or leased property or municipal operations, invitees, licensees, agents or volunteers
2. All trash, garbage, and recyclables will be properly disposed of by Applicant. In the event that the City must provide clean-up the Applicant will be responsible to reimburse the City for all documented costs associated with this service.
3. The City will determine the specific area and space to be utilized by Applicant. Any damage to the property will be corrected by the Applicant to the standards required by the Director of Public Works.
4. The Applicant will provide the City with a current copy of its certificate of insurance evidencing \$2,000,000 in commercial general liability coverage and listing the City of Canandaigua as additional insured against liability for damage to person or property to accompany this Revocable License Agreement.

NOTE: A certificate evidencing said insurance must be filed with at least 15 days prior to event date.

Name of Insurance Company: See Insurance Certificate

Address: _____

Telephone Number: _____

5. Special Conditions of Revocable License Agreement:

- A. The Applicant agrees to hold the City of Canandaigua harmless and free from any and all damages and claims arising under or by virtue of use of said facilities, particularly including, but not limited to, use of The Central on Main and/or the municipal parking lots, but excluding damages and claims which result from the City's reckless or deliberate behavior or the reckless or deliberate behavior of the City's agents or employees.
- B. The Applicant agrees to indemnify the City of Canandaigua against any claim for damage or injury suffered or incurred as the result of the use of the demised premises by the Applicant and others permitted to use the demised premises by the Applicant, other than claims which result from the City's reckless or deliberate behavior or the reckless or deliberate behavior of the City's agents or employees.
- C. Applicant shall not make or permit any disturbing noises on the premises or do or permit anything to be done therein which will interfere with the rights, comfort, or convenience of the general public.
- D. The Central on Main and/or portions municipal parking lot(s) devoted to Applicant's activities shall be designated by the Director of the Department of Public Works, or his designee, and only such designated areas shall be utilized by the Applicant. No fence, tent or sign stakes shall be driven into the City property without prior City approval.
- E. Public use of The Central on Main for this event shall be restricted to the dates listed above.
- F. The Applicant shall be responsible for all required inspections and compliance with all laws, rules and regulations of New York State and the City of Canandaigua Municipal Code applicable to its use of the property.
- G. Medical staff and Emergency First Aid Treatment are NOT stationed at the facility. If Applicant requires designated coverage, arrangements should be made by Licensee to have appropriate personnel on the grounds. In case of an emergency – dial 911.
- H. The Applicants must reimburse the City of Canandaigua for any and all documented damage or injury to any real or personal property of the City of Canandaigua to the extent arising, directly or indirectly, from the negligence, acts, or omissions of the Applicant, its officer, members, agents, or employees.
- I. This Revocable License Agreement is not intended to grant to the Applicant the exclusive use of the City of Canandaigua property.
- J. The provisions regarding indemnification, shall survive the termination of this Revocable License Agreement.
- K. The Applicant may not assign this Revocable License Agreement or its right, title, or interest therein except in the event of corporate merger or consolidation.

- L. No modification or amendment of this Revocable License Agreement shall be valid unless in writing and signed by the City of Canandaigua and the Applicant.
 - M. In entering into this Revocable License Agreement the Applicant acknowledges and agrees that nothing herein shall be construed as creating any right or ownership interests in the City of Canandaigua property. This Revocable License Agreement will constitute permission to Applicant to gain access to the City of Canandaigua property for the purposes set herein.
 - N. This Revocable License Agreement can be revoked by the City of Canandaigua upon 10 days prior written notice for any purpose or in the event of violation of the terms and conditions of this license by the Applicant, but may be revoked upon 24 hours' notice in the event of a public works related emergency. Upon receipt of verbal or written notice of such termination and expiration of the notice period Applicant shall vacate the City of Canandaigua premises if Applicant is so occupying the premises, or if revocation occurs prior to the event dates, Applicant shall be precluded from such occupation of the property.
 - O. Neither party shall at any time use the name(s), trademark(s), or trade name(s) (whether registered or not) of the other in publicity releases or advertising or in any other manner, including customer lists, without securing the prior written approval of the other party which. Solely for purposes of this paragraph and publicity releases and advertising specifically related to the courses and tours provided in this agreement as agreed to by the parties, written approval includes approval via e-mail.
 - P. All notices under this Revocable License Agreement will be in writing and sent by regular mail or certified U.S. Mail, return receipt, to the parties at their respective addresses as noted above or at such other addresses as shall be specified in writing by either party to the other in accordance with this paragraph. Notices will be effective upon receipt or refusal.
 - Q. Except for disputes for which only injunctive relief is sought, and excluding administrative actions by the City, any disputes between the parties (which are not otherwise resolved by the parties) will be submitted to binding arbitration.
- 6. Revocable License Fee: 10% of proceeds dedicated toward improvements of The Central on Main or \$500 whichever is larger
 - 7. Applicant shall adhere to any other regulations that the City Manager or the City Police Department shall establish to insure the health and safety of Canandaigua residents and visitors throughout this event.

This Revocable License Agreement constitutes the entire agreement between the parties.

Date

Applicant Signature

PERMISSION IS HEREBY GIVEN TO APPLICANT TO UTILIZE THE REQUESTED FACILITIES OF THE CITY OF CANANDAIGUA IN STRICT ACCORDANCE WITH THE INFORMATION DESCRIBED IN THIS APPLICATION.

Date

City Manager

City Council Authorizing Resolution #