

Lori A. Trifeletti
1st Ward

John B. Mortise
2nd Ward

Kimberly Rogers
3rd Ward

Sharie Fiorini-Parsons
4th Ward



OFFICE OF THE COMMON COUNCIL

CITY HALL • ROME, NEW YORK 13440-5815

Stephanie Viscelli
Common Council President

Frank R. Anderson
5th Ward

Riccardo D. Dursi, Jr.
6th Ward

Lou DiMarco, Jr.
7th Ward

Jean I. Grande
City Clerk

**COMMON COUNCIL MEETING
REGULAR SESSION**

**JUNE 28, 2017
7:00 PM**

1. CALLING THE ROLL OF MEMBERS BY THE CLERK

2. PLEDGE OF ALLEGIANCE

3. INVOCATION

4. GENERAL PUBLIC HEARING

The time limit for speakers at the general public hearing shall be limited to five (5) continuous minutes. The President of the Common Council may extend this time up to an additional five (5) minutes at his discretion; and further extensions must be approved by a majority of the council.

5. RECOGNITION/APPRECIATION

Neighborhood Beautification Award will be presented
to seven individuals by Rome Clean & Green

6. READING OF THE MINUTES OF THE PRECEDING SESSION

(Motion in order that the reading of the minutes of the preceding session be dispensed with and that they be approved.)

7. PRESENTING OF PETITIONS AND COMMUNICATIONS

A. PETITIONS

B. COMMUNICATIONS

8. NOTICES

9. REPORT OF CITY OFFICIALS

10. REPORT OF COUNCILORS AND GENERAL CITY AFFAIRS

11. PRESENTING OF REPORT OF COMMITTEES

12. RESOLUTIONS

RES. NO. 82

A

APPOINTING COMMISSIONER OF DEEDS. Grande

RES. NO. 83

D

**ACCEPTING DONATION PRESENTED TO THE CITY OF ROME
DEPARTMENT OF PARKS AND RECREATION (\$1,500.00) FOR
PURCHASE OF ONE VICTOR STANLEY BENCH. Korpela**

RES. NO. 84

E

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN
INTERMUNICIPAL AGREEMENT WITH ONEIDA COUNTY WORKFORCE
DEVELOPMENT FOR THE ONEIDA COUNTY INTERNSHIP PROGRAM
(TOTAL COST OF \$38,754.00—50% FUNDED BY ONEIDA COUNTY). Korpela**

RES. NO. 85

G

**ACCEPTING DONATION PRESENTED TO THE CITY OF ROME BY THE ROME
AREA CHAMBER OF COMMERCE. Mayor Izzo**

RES. NO. 86

H

**AUTHORIZING THE CITY CLERK TO ADVERTISE NOTICE OF A PUBLIC
HEARING WITH REGARD TO THE DISCONTINUANCE OF A PORTION OF
DAY AVENUE AND E. NORTH STREET. Conover**

13. ORDINANCES

Current Legislation

ORD. NO. 9181

B

**AUTHORIZING THE CLOSING OF A PORTION OF N. WASHINGTON STREET
(ONE WAY) ALONG CITY HALL GREEN ON JULY 24TH FOR A FOOD TRUCK
RALLY IN CONJUNCTION WITH THE MONDAY NIGHT CONCERT SERIES.
Seelig/Rogers**

ORD. NO. 9182

C

**AUTHORIZING THE CLOSING OF STREETS ON AUGUST 6, 2017, IN
CONJUNCTION WITH THE “DRUMS ALONG THE MOHAWK”
PERFORMANCE. Grande/Dursi**

ORD. NO. 9183

F

**AUTHORIZING THE DISCONTINUANCE OF PORTIONS OF DAY AVENUE
AND EAST NORTH STREET (UNDEVELOPED). Conover**

14. TABLED LEGISLATION

ORD. NO. 9177

J

**AUTHORIZING THE CREATION OF A RESIDENTIAL PLANNED
DEVELOPMENT DISTRICT (PD-R) ON ANN STREET**

15. ADJOURNMENT

% Ordinances require unanimous consent to be acted upon when first introduced

*****NEXT SCHEDULED COMMON COUNCIL MEETING: JULY 12, 2017*****

RESOLUTION NO. 82

APPOINTING COMMISSIONER OF DEEDS

By Councilor _____:

BE IT RESOLVED, by the Common Council of the City of Rome that the following individual be and is hereby appointed Commissioner of Deeds for the City of Rome, New York, for a term to expire December 31, 2018:

Thomas Theall 546 South Jay Street, Rome New York

and,

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

Seconded by Councilor _____.

AYES & NAYS: Trifeletti:___ Mortise ___ Rogers ___ Parsons___ Anderson___
Dursi: ___ DiMarco _____

ADOPTED: DEFEATED:

RESOLUTION NO. 83

ACCEPTING DONATION PRESENTED TO THE CITY OF ROME
DEPARTMENT OF PARKS AND RECREATION (\$1,500.00) FOR
PURCHASE OF ONE VICTOR STANLEY BENCH

By Councilor _____:

WHEREAS, Geno DeBlasiis has contacted the City of Rome Department of Parks and Recreation with the offer to donate \$1,500.00 to purchase one (1) Victor Stanley Bench in loving memory of his wife, Nikki DeBlasiis; and

WHEREAS, the bench shall be installed at John F. Kennedy Civic Area, at a location to be agreed upon by the Department of Parks and Recreation and Geno DeBlasiis; and

WHEREAS, pursuant to Section 25 of the Rome City Charter, the City of Rome Common Council may authorize the acceptance of donations made to the City of Rome on behalf of the City of Rome; now, therefore,

BE IT RESOLVED, by the Common Council of the City of Rome, New York, that the donation \$1,500.00 to purchase one (1) Victor Stanley Bench in loving memory of Nikki DeBlasiis, shall be gratefully accepted by the City of Rome and shall be installed outside of the John F. Kennedy Civic Arena (location to be agreed upon by the Department of Parks and Recreation and Geno DeBlasiis); and

BE IT FURTHER RESOLVED, that the Common Council hereby expresses its appreciation to Geno DeBlasiis.

Seconded by Councilor _____.

AYES & NAYS: Trifeletti:___ Mortise ___ Rogers ___ Parsons ___ Anderson ___
Dursi: ___ DiMarco _____

ADOPTED: DEFEATED:

RESOLUTION NO. 84

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN INTERMUNICIPAL AGREEMENT WITH ONEIDA COUNTY WORKFORCE DEVELOPMENT FOR THE ONEIDA COUNTY INTERNSHIP PROGRAM (TOTAL COST OF \$38,754.00—50% FUNDED BY ONEIDA COUNTY).

By Councilor _____ :

WHEREAS, the Oneida County Board of Legislators passed Resolution No. 230 on May 13, 1998, creating a job training program now known as the “Oneida County College Student Corps Internship Program”, which will provide funding to match Oneida County-based college and trade school students with employers in their fields of study and offer them summer work and mentoring; and

WHEREAS, the City of Rome, New York, has been offered the opportunity to participate in the Oneida County Internship Program through an agreement whereby eighteen (18) interns, which will be paid \$10.00 per hour for two hundred (200) hours, will be provided for students to connect his or her school-based learning with authentic work-based experience; and

WHEREAS, the total cost of the above referenced internships shall be \$38,754.00, with 50% of same funded by the County of Oneida; and

WHEREAS, James W. Korpela, Director of the Department of Parks and Recreation for the City of Rome is supportive of providing this experience; now, therefore,

BE IT RESOLVED, by the Common Council of the City of Rome, New York, that the Mayor of the City of Rome, be and is hereby authorized to enter into an agreement with Oneida County, with regard to the Oneida County Internship Program, pursuant to the attached “2017 Financial Agreement” which is made part of this Resolution; and

BE IT FURTHER RESOLVED, that for the duration of the aforesaid agreement, Oneida County will provide general liability insurance to cover participating students naming the City of Rome as an additional insured.

Seconded by Councilor _____.

AYES & NAYS: Trifeletti:___ Mortise ___ Rogers ___ Parsons___ Anderson___
Dursi: ___ DiMarco _____

ADOPTED: DEFEATED:

ONEIDA COUNTY WORKFORCE DEVELOPMENT ONEIDA COUNTY COLLEGE STUDENT CORPS
INTERNSHIP PROGRAM

This Agreement is entered into by and between **ONEIDA COUNTY**, a municipal corporation organized and existing under the laws of the State of New York with principal offices located at 800 Park Ave, Utica, New York 13501, by and through its **OFFICE OF WORKFORCE DEVELOPMENT**, an administrator of local workforce development employment and training programs with its offices and principal place of business located at 209 Elizabeth Street, Utica, New York 13501, and **the CITY OF ROME**, a municipal corporation with its offices and principal place of business located at 198 North Washington Street, Rome, NY 13440 (hereinafter referred to as the "Employer").

WITNESSETH

WHEREAS, the Oneida County Board of Legislators passed resolution #230 on May 13, 1998 creating a job training program now known as the "Oneida County College Student Corps, also known as the "Oneida County College Student Corps Internship Program," (hereinafter referred to as "Internship Program") which will provide funding to match Oneida County-based college and trade school students with employers in their fields of study and offer them paid internships and mentoring; and

WHEREAS, Oneida County has budgeted funding for this Program in 2017; and

WHEREAS, the Office of Workforce Development has been designated by Oneida County to administer this Internship Program; and

WHEREAS, the Office of Workforce Development desires to enter into an Agreement with the Employer to provide a meaningful work experience for **EIGHTEEN (18)** Internship Program Participants; and

WHEREAS, the Employer agrees to reimburse Oneida County a portion of the total costs related to this Internship Program Financial Agreement;

NOW THEREFORE, the parties hereto agree to perform the terms and conditions established in this Agreement under the authority and scope of the Internship Program, as follows:

1. **TERM.** The Internship Program will begin as early as **May 30, 2017**, and end no later than **September 30, 2017**.

2. **PARTICIPANT/INTERN.** The Employer will provide employment and training to Internship Program Participants **Rowe Wheeler, Devin Bryant, Tim Clemons, Ray Banks, Dominic Mesagna, Sophie Stephan, Zach Cortese, Daniel Bailey, Logan Warren, Samantha Hallenbeck, Nick Daniello, Alexandra Samuels, Giuseppina Emmanuele, Ryan Samuels, James Vinneau, Stephanie Cook, Allison Fragapane and Samantha Dartt.**

9. Maintain appropriate standards for health and safety for the Participant. These standards are those referred to in the Occupational Safety and Health Act of 1970, and all New York State Labor Laws governing employment.
10. Ensure that no Participant shall be employed when any regular employee is on layoff from the same or equivalent job, or when the Employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a Participant.
11. Ensure that a Participant does not fill a vacant position or be used as a supplemental workforce to enhance or expand the delivery of the Employer's service.
12. Ensure that the work of the Participant is NOT primarily clerical in nature. To ensure compliance with this provision, no more than twenty percent (20%) of the total work performed by any Participant shall be clerical in nature.
13. Maintain a grievance procedure relating to the terms and conditions of employment and training available to the Participant, or the Employer may choose to utilize the grievance system established by the Office of Workforce Development.

5. WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE.

A. The Employer agrees that it will, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against all claims under New York State Worker's Compensation Law. The Employer shall ensure that Participant is covered under such policy.

B. The Employer shall not allow the Participant to commence work until proof of such insurance has been provided to Oneida County. Acceptance of the certificates shall not relieve the Employer of any of the insurance requirements, nor decrease the liability of the Employer. Oneida County reserves the right to require the Employer to provide insurance policies for review by the Oneida County.

6. INDEMNIFICATION.

A. The Employer shall defend, indemnify and hold harmless Oneida County from and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgments arising, occurring or resulting from Worker's Compensation claims by the Participant.

7. GENERAL PROVISIONS.

A. The Employer shall not ask for or receive monetary compensation for providing the services described herein.

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

8. AUTHORITY TO ACT/SIGN.

A. The Employer hereby represents, warrants, personally guarantees and certifies that it has the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder; the execution and delivery by the Employer of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the members of the Employer. No other action on the part of the Employer or any other person or entity, whether pursuant to its Articles of Incorporation, Articles of Operation, Operating Agreement or Bylaws, as the case may be, or by law or otherwise, are necessary to authorize the Employer to enter into this Agreement, or to consummate the transactions contemplated herein.

IN WITNESS WHEREOF, the foregoing provisions and the exhibits to this Agreement have been examined by the undersigned and the Parties hereto have caused this Agreement to be executed by their duly authorized agents.

FOR ONEIDA COUNTY:

FOR THE EMPLOYER:

Anthony J. Picente, Jr., County Executive

Jacqueline Izzo, Mayor

DATE

DATE

FOR OFFICE OF WORKFORCE DEVELOPMENT:

David Mathis, Director

DATE

Approved:

Amanda Lynn Cortese
Special Assistant County Attorney

DATE

RESOLUTION NO. 85

ACCEPTING DONATION PRESENTED TO THE CITY OF ROME
BY THE ROME AREA CHAMBER OF COMMERCE

By Councilor _____:

WHEREAS, the Rome Area Chamber of Commerce has contacted the City of Rome with the offer to donate LED lighting (24 LED light fixtures), wiring, hardware, and conduit to be installed on the General Cable Water Tower at Bellamy Park East (former Rod Mill Site) and all related labor, materials, and equipment necessary to install said fixtures; and

WHEREAS, said donation is valued at \$125,000.00, and will be used in conjunction with the 2017 Erie Canal Bicentennial Celebration to be held in the City of Rome, New York; and

WHEREAS, the Rome City Charter states that the Common Council must authorize and accept donations made to the City of Rome on behalf of the City of Rome; now, therefore,

BE IT RESOLVED, by the Common Council of the City of Rome, New York, that a donation of 24 LED lighting fixtures, and all related, labor, materials, and equipment necessary to install said fixtures, shall be gratefully accepted by the City of Rome to be installed on the General Cable Water Tower at Bellamy Park East (former Rod Mill Site); and

BE IT FURTHER RESOLVED, that the Common Council hereby expresses its appreciation to the Rome Area Chamber of Commerce for the donation of 24 LED light fixtures to be installed on the General Cable Water Tower at Bellamy Park East (former Rod Mill Site).

Seconded by Councilor _____.

AYES & NAYS: Trifeletti:___ Mortise ___ Rogers ___ Parsons___ Anderson___
Dursi: ___ DiMarco _____

ADOPTED:

DEFEATED:

RESOLUTION NO. 86

AUTHORIZING THE CITY CLERK TO ADVERTISE NOTICE
OF A PUBLIC HEARING WITH REGARD TO THE DISCONTINUANCE
OF A PORTION OF DAY AVENUE AND E. NORTH STREET

By Councilor _____ :

BE IT RESOLVED, that the Common Council of the City of Rome does hereby authorize the City Clerk of the City of Rome to advertise notice of a public hearing with regard to the discontinuance of portions of Day Avenue and E. North Street, said public hearing to be held on the _____ day of _____, 2017 at _____ p.m., in the Common Council Chambers, City Hall, Rome, New York, at which time and place all interested persons will be heard thereon.

Seconded by Councilor _____.

AYES & NAYS: Trifeletti:___ Mortise ___ Rogers ___ Parsons___ Anderson___
 Dursi: ___ DiMarco _____

ADOPTED: DEFEATED:

ORDINANCE NO. 9181

AUTHORIZING THE CLOSING OF A PORTION OF N. WASHINGTON STREET (ONE WAY) ALONG CITY HALL GREEN ON JULY 24TH FOR A FOOD TRUCK RALLY IN CONJUNCTION WITH THE MONDAY NIGHT CONCERT SERIES

By Councilor _____:

WHEREAS, Edward R. Seelig, Deputy Director of the Department of Community and Economic Development and Third Ward Councilor Kimberly Rogers for the City of Rome, New York have requested the closing of N. Washington Street (one way) along City Hall green, for a food truck rally in conjunction with the Monday Night Concert Series, from 4:00 p.m. to 8:00 p.m. on July 24, 2017; now, therefore

BE IT ORDAINED, that the Common Council of the City of Rome, New York, does hereby authorize the closing of N. Washington Street (one way) along City Hall green, for a food truck rally in conjunction with the Monday Night Concert Series, from 4:00 p.m. to 8:00 p.m. on July 24, 2017; and

BE IT FURTHER ORDAINED, that the above authorization shall take effect upon placement of the appropriate barriers at each end of the affected area.

Seconded by Councilor _____.
By Councilor _____:

RESOLVED, that the unanimous consent of this Common Council be, and the same hereby is given to the consideration of Ordinance No. 9181.

Seconded by Councilor _____.

AYES & NAYS: Trifeletti:___ Mortise ___ Rogers ___ Parsons___ Anderson ___
Dursi: ___ DiMarco ___

ORDINANCE NO. 9181

AYES & NAYS: Trifeletti:___ Mortise ___ Rogers ___ Parsons___ Anderson ___
Dursi: ___ DiMarco ___

ADOPTED:

DEFEATED:

ORDINANCE NO. 9182

AUTHORIZING THE CLOSING OF STREETS ON AUGUST 6, 2017, IN
CONJUNCTION WITH THE "DRUMS ALONG THE MOHAWK" PERFORMANCE

By Councilor _____:

WHEREAS, the Drums Along the Mohawk Committee has requested the closing of streets in conjunction with the Drums & Bugle Corps performance scheduled for Sunday, August 6, 2017, at Rome Free Academy Stadium; and

WHEREAS, it has been requested that the following streets be closed during the hours of 11:00 a.m. to midnight on Sunday, August 6, 2017: West Sycamore Street from Turin Street to North Madison Street; Craig Street from West Sycamore Street to Oak Street; Carroll Street from West Sycamore Street to Oak Street; Bedford Street from West Sycamore Street to Oak Street; West Pine Street from Albert Street to North Madison Street; and Albert Street from West Pine Street to Linden Street; and

WHEREAS, it is in the best interests of the City of Rome to promote and support this community activity; now, therefore,

BE IT ORDAINED, that the Common Council of the City of Rome, New York does hereby authorize the closing of the following streets, namely, West Sycamore Street from Turin Street to North Madison Street; Craig Street from West Sycamore Street to Oak Street; Carroll Street from West Sycamore Street to Oak Street; Bedford Street from West Sycamore Street to Oak Street; West Pine Street from Albert Street to North Madison Street; and Albert Street from West Pine Street to Linden Street, on Sunday, August 6, 2017, during the hours of 11:00 a.m. to midnight, for the "Drums Along the Mohawk" Drum & Bugle Corps presentation to be held at Rome Free Academy Stadium; and

BE IT FURTHER ORDAINED, that this authorization is contingent upon the above Committee providing the City of Rome with a certificate of insurance in the amount of \$1,000,000 per occurrence for Bodily Injury and Death/Property damage and a minimum general aggregate coverage of \$2,000,000, naming the City of Rome as an additional insured, and indemnifying and holding the City of Rome harmless from any and all liability arising out of the closing of the streets as outlined hereinabove; and

BE IT FURTHER ORDAINED, that this authorization shall take effect upon the placement of the appropriate barriers at the end of the affected areas.

Seconded by Councilor _____.

By Councilor _____:

RESOLVED, that the unanimous consent of this Common Council be, and the same hereby is given to the consideration of Ordinance No. 9182.

Seconded by Councilor _____.

AYES & NAYS: Trifeletti:___ Mortise ___ Rogers ___ Parsons___ Anderson___
Dursi: ___ DiMarco _____

ORDINANCE NO. 9182

AYES & NAYS: Trifeletti:___ Mortise ___ Rogers ___ Parsons___ Anderson___
Dursi: ___ DiMarco _____

ADOPTED:

DEFEATED:

ORDINANCE NO. 9183

AUTHORIZING THE DISCONTINUANCE OF PORTIONS OF
DAY AVENUE AND EAST NORTH STREET (UNDEVELOPED)

By Councilor _____:

WHEREAS, after years of sitting vacant, a developer has approached the City of Rome with plans to redevelop the site of the former Dewitt Clinton School, including plans to demolish said building and build a new apartment complex; and

WHEREAS, DePaul Properties has requested that the City of Rome discontinue certain portions of Day Avenue and East North Street, which were never formally discontinued in past conveyances, said areas being more accurately described below and in the attached documentation; and

WHEREAS, no plans presently exist or are contemplated for the future of said real property in the City of Rome, New York; and

WHEREAS, a public hearing on said proposed discontinuance has been held pursuant to Section 118 of the Rome City Charter Laws; now, therefore

BE IT ORDAINED, that the Common Council of the City of Rome, New York hereby authorizes the discontinuance of a portion of Day Avenue, more specifically described as follows:

ABANDONMENT OF DAY AVENUE

ALL THAT TRACT OR PARCEL OF LAND BEING THE SOUTHERLY PART OF DAY AVENUE SITUATE IN THE CITY OF ROME, COUNTY OF ONEIDA AND STATE OF NEW YORK BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHERE THE EASTERLY MARGIN OF NORTH STREET INTERSECTS THE NORTHERLY MARGIN OF DAY AVENUE; THENCE ALONG SAID MARGIN A DISTANCE OF 256.08 FEET + - TO A POINT INTERSECTING THE SOUTHEASTERLY CORNER OF A LOT NOW OR FORMERLY KNOWN AS LOT 10; THENCE SOUTHERLY AND AT RIGHT ANGLES TO THE SAID NORTHERLY MARGIN OF DAY AVENUE A DISTANCE OF 20 FEET + - TO A POINT INTERSECTING THE SOUTHERLY MARGIN OF DAY AVENUE; THENCE ALONG SAID MARGIN A DISTANCE OF 256.08 FEET + - TO A POINT; THENCE NORTHERLY AND AT RIGHT ANGLES TO THE LAST MENTIONED MARGIN A DISTANCE OF 20 FEET + - TO THE PLACE OF BEGINNING.

Containing 0.12 acres land more or less; and

BE IT FURTHER ORDAINED, that the Common Council of the City of Rome, New York hereby authorizes the discontinuance of a portion of East North Street, more specifically described as follows:

ABANDONMENT OF A PORTION OF E. NORTH STREET

ALL THAT TRACT OF PARCEL OR LAND, BEING A PORTION OF THE FORMER EAST NORTH STREET SITUATE IN THE CITY OF ROME, COUNTY OF ONEIDA AND STATE OF NEW YORK BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT INTERSECTING THE NORTHERLY MARGIN OF E. NORTH ST AND THE EASTERLY MARGIN OF ANN STREET; THENCE S 73° 05' 45" W 50 FEET + - TO A POINT INTERSECTING THE EASTERLY MARGIN OF ANN STREET WITH THE SOUTHERLY MARGIN OF NORTH STREET; THENCE ALONG SAID MARGIN S 16° 51' 15" E 108 FEET + - TO A POINT INTERSECTING THE NORTHERLY BOUNDARY OF J & M A PELTON NOW OR FORMERLY; THENCE S 37° 53' 53" E 139 FEET + - TO A POINT INTERSECTING THE FORMER LOT 34 OF THE DEWITT SCHOOL PROPERTY AND THE NORTHERLY MARGIN OF NORTH STREET; THENCE ALONG SAID MARGIN N 16° 51' 15" W 238 FEET + - TO THE PLACE OF BEGINNING.

Containing 0.123 acres of land more or less; and

BE IT FURTHER ORDAINED, that this Ordinance shall take effect immediately.

Seconded by Councilor _____.

By Councilor _____:

RESOLVED, that the unanimous consent of this Common Council be, and the same hereby is given to the consideration of Ordinance No. 9183.

Seconded by Councilor _____.

AYES & NAYS: Trifeletti:___ Mortise ___ Rogers ___ Parsons ___ Anderson ___
Dursi: ___ DiMarco _____

ORDINANCE NO. 9183

AYES & NAYS: Trifeletti:___ Mortise ___ Rogers ___ Parsons ___ Anderson ___
Dursi: ___ DiMarco _____

ADOPTED:

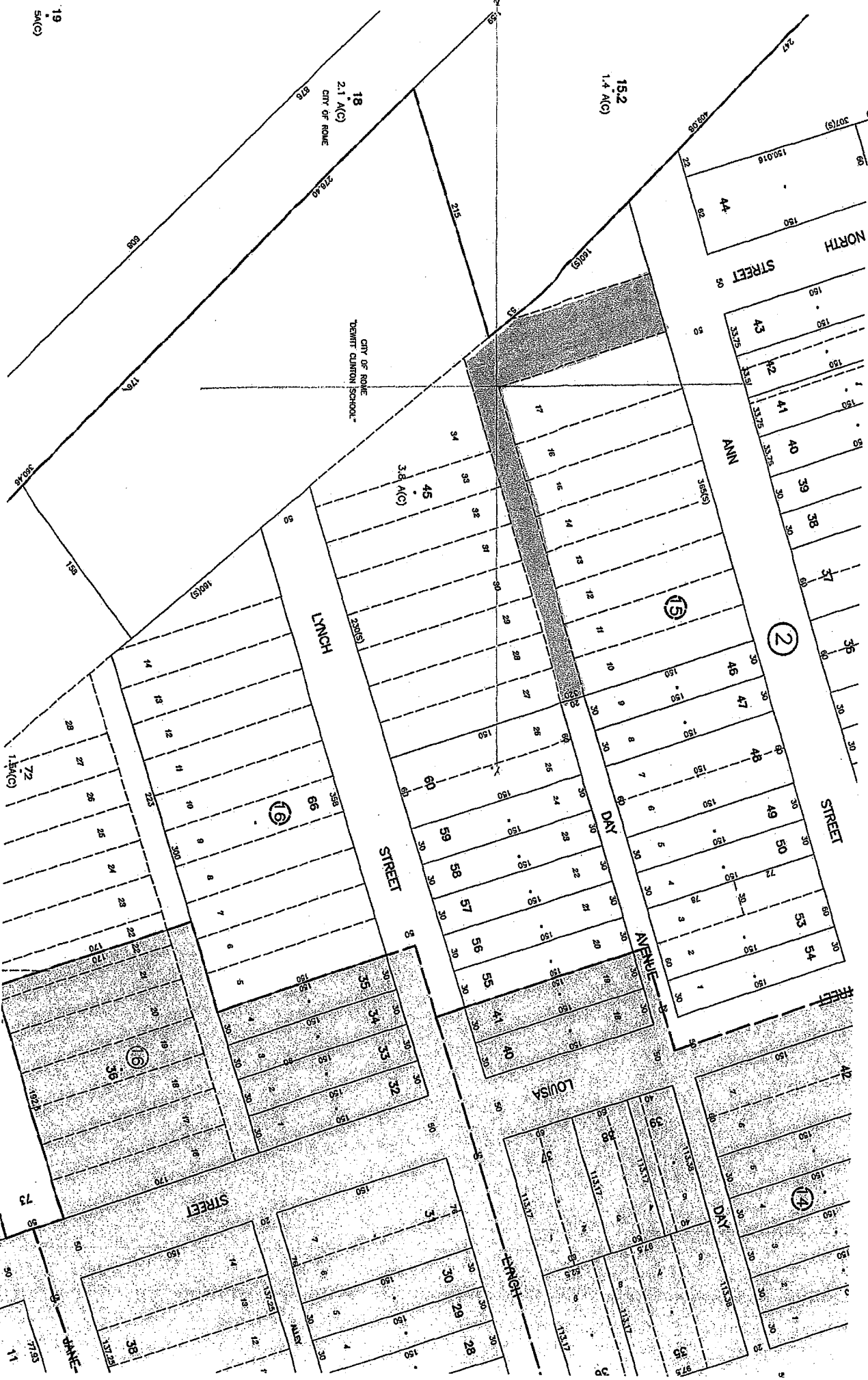
DEFEATED:

ABANDONMENT OF DAY AVENUE

APRIL 4, 2017

ALL THAT TRACT OR PARCEL OF LAND BEING A THE SOUTHERLY PART OF DAY AVENUE situate in the City of Rome, County of Oneida and State of New York bounded and described as follows; Beginning at a point where the easterly margin of North Street intersects the northerly margin of Day Avenue; thence along said margin a distance of 256.08 feet + - to a point intersecting the southeasterly corner of a lot now or formerly known as 10; thence southerly and at right angles to the said northerly margin of Day Avenue a distance of 20 feet + - to a point intersecting the southerly margin of Day Avenue; thence along said margin a distance of 256.08 feet + - to a point; thence northerly and at right angles to the last mentioned margin a distance of 20 feet + - to the Place of Beginning.

Containing 0.12 acres land more or less.



19
5A(C)

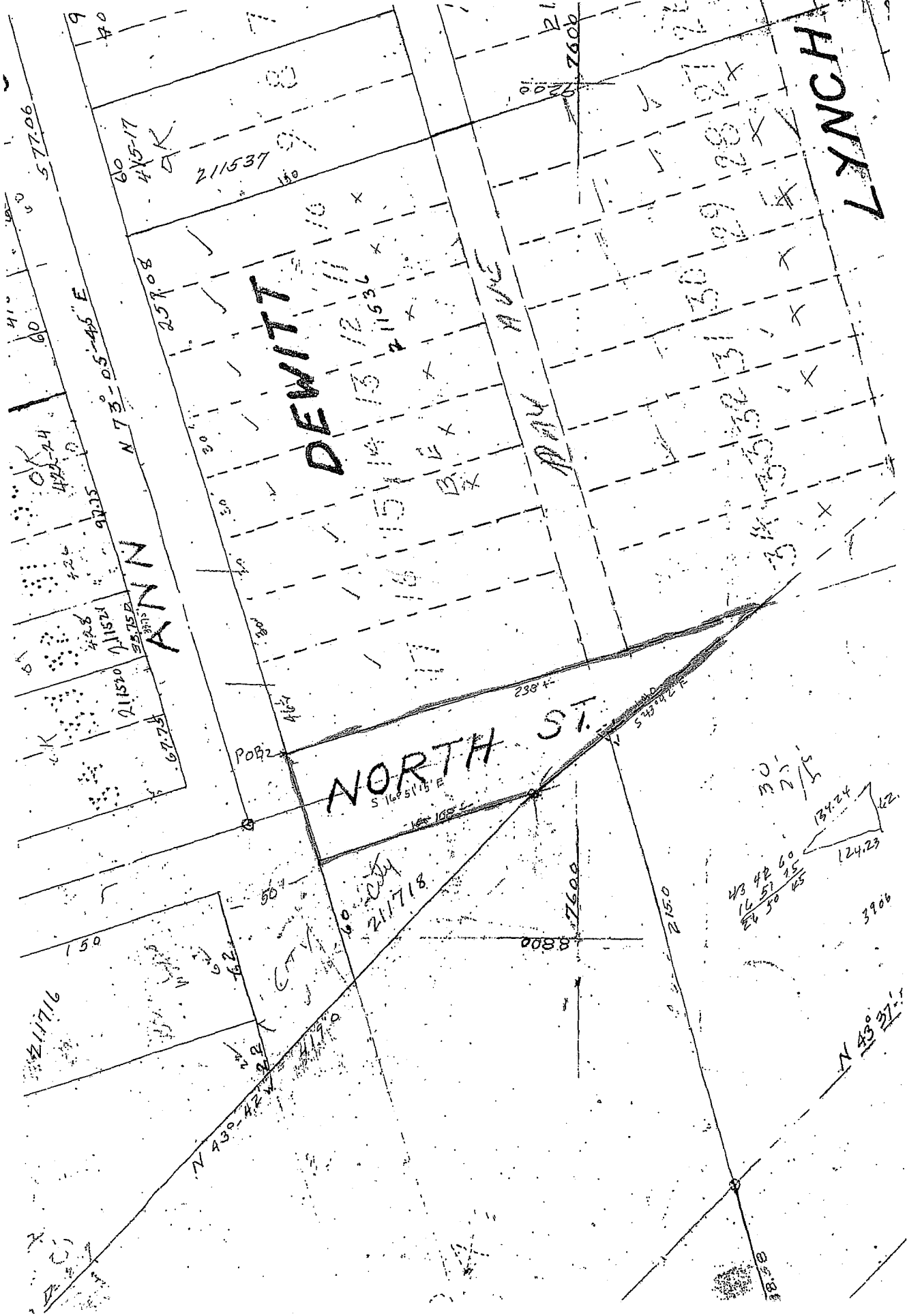
ABANDONMENT OF A PORTION OF E. NORTH STREET
IN THE AREA OF FORMER DEWITT CLINTON SCHOOL

BEGINNING AT A POINT INTERSECTING THE NORTHERLY MARGIN OF E. NORTH ST AND THE EASTERLY MARGIN OF ANN STREET; THENCE S 73° 05' 45" W 50 FEET + - TO A POINT INTERSECTING THE EASTERLY MARGIN OF ANN STREET WITH THE SOUTHERLY MARGIN OF NORTH STREET; THENCE ALONG SAID MARGIN S 16° 51' 15" E 108 FEET + - TO A POINT INTERSECTING THE NORTHERLY BOUNDARY OF J & M A PELTON NOW OR FORMERLY; THENCE S 37° 53' 53" E 139 FEET + - TO A POINT INTERSECTING THE FORMER LOT 34 OF THE DEWITT SCHOOL PROPERTY AND THE NORTHERLY MARGIN OF NORTH STREET; THENCE ALONG SAID MARGIN N 16° 51' 15" W 238 FEET + - TO THE PLACE OF BEGINNING.

Containing 0.123 acres of land more or less.

The premises hereby conveyed are subject to all covenants, conditions restrictions, easements and rights of record.

The person or persons requesting said sale and /or transfer are responsible for any and/or more accurate descriptions of said property with a copy to be furnished to the City of Rome Engineering Department.



9

40

60
415-17
OK

211537

150

N 73° 05' 45" E

25708

DEWITT

10

11

12

13

14

15

16

RAY AVE

RAY

21

7600

150

150

150

150

150

150

150

150

150

150

150

150

150

150

150

150

150

150

150

150

150

150

LYNCH

ANN

67-74

11520

11521

11522

11523

11524

11525

11526

11527

11528

11529

11530

11531

11532

11533

11534

11535

P092

NORTH ST.

S 16° 51' 15" E

100' 100' E

542702 F

7600

2150

800

43 42 60
16 57 15
26 50 45

134.24
124.23

3906

N 43° 27'

18.50